

EXHIBIT A**AUTHORITY, PURPOSE, AND SCOPE OF WORK****1. Authority**

The State of California has established the Family Homelessness Challenge Grant Program (“FHC” or “Program”) pursuant to Chapter 8 (commencing with Section 50255) of Part 1 of Division 31 of the Health and Safety Code (“HSC”). FHC was amended by Stats. 2021, Ch. 111, Sec. 14. (AB 140) Effective July 19, 2021).

The Program is administered by the California Department of Housing and Community Development (“HCD”) in the Business, Consumer Services and Housing Agency (“Agency”). FHC provides one-time grants and technical assistance to support local jurisdictions and Continuums of Care in their response to address and end homelessness. In all, \$32 million will be distributed across a minimum of two rounds of funding. On June 24, 2022, \$17 million was awarded in FHC-1 grants to 10 communities. This Standard Agreement governs the Family Homelessness Challenge Grant Program Round 2 (“FHC-2”), the second and final round of funding. FHC-2 funding is available only to eligible FHC-1 grantees. (Health and Safety Code § 50257(a)(1)(b).).

This Standard Agreement along with all its exhibits (“Agreement”) is entered into by HCD and a Continuum of Care, a city, or a county (“Grantee”) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the [Request for Applications](#) (“RFA”) dated December 29, 2023, under which the Grantee applied, the representations contained in the Grantee’s application, HCD guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2. Purpose

The general purpose of the Program is to provide one-time grants and technical assistance to local jurisdictions to address and end family homelessness. FHC-2 provides grants to current eligible FHC-1 grantees who will utilize FHC-2 funds to expand, complement, augment, and/or strengthen their FHC-1 proposal by making families’ experiences of homelessness rare, brief, and one-time, defined as:

- (a) Rare: Prevented whenever possible.
- (b) Brief: Ended quickly whenever it does occur through a focus on Housing First approaches and housing outcomes.

Program Name: Family Homelessness Challenge Grant and Technical Assistance Program
“FHC”

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

EXHIBIT A

(c) One-time: Ended successfully the first time.

This funding shall give preference to proposals that:

- 1) Promote rapid innovation, accelerate nascent programs, expand promising practices, and meet new demands and conditions for solutions targeted towards ending family homelessness;
- 2) Can demonstrate cross-systems collaboration, multi-funder initiatives, and innovative efforts that coordinate across funding streams and systems;
- 3) Demonstrate potential for scalability and replication to support statewide efforts to address and end family homelessness.

3. Definitions

The following Family Homelessness Challenge Grants Program terms are defined in accordance with HSC Section 50255, subdivisions (a) – (h):

- A. "Applicant" means a continuum of care, city, or county.
- B. "Continuum of Care" has the meaning provided in Section 578.3 of Title 24 of the Code of Federal Regulations as that section read on May 1, 2021.
- C. "Council" means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council, created pursuant to Section 8257 of the Welfare and Institutions Code.
- D. "County" includes, but is not limited to, a city and county.
- E. "Department" means the California Department of Housing and Community Development.
- F. "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 May 1, 2018.
- G. "Local jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

Program Name: Family Homelessness Challenge Grant and Technical Assistance Program
"FHC"

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

EXHIBIT A

- H. “Program” means the Family Homelessness Challenge Grants and Technical Assistance Program established pursuant to this chapter.
- I. “Recipient” means a jurisdiction that receives funds from HCD for the purposes of the program.

Additional definitions for the purposes of the FHC-2 program:

“Eligible applicants” for FHC-2 are limited to recipients of FHC-1 who remain in compliance with FHC-1 requirements and demonstrate adequate progress toward their self-identified, prioritized objective.

“Grantee” is synonymous with “Recipient”.

“Subrecipients” or “subgrantees” are entities that receive subawards from “recipients” or “grantees” to carry out part of the Program.

“Expended” means all funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

4. **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program’s intended objectives.

Grantees will utilize FHC-2 funds to implement their self-identified, prioritized objective that expands, complements, augments, and/or strengthens their FHC-1 proposal by making families’ experiences of homelessness rare, brief, and one-time.

Grantees will implement their FHC-2 funded local proposal as described in their application. Any material deviation from the proposal described in the application must be approved by HCD through the Budget Change process described in [Exhibit B.4.A, Budget Change](#). Furthermore, Grantees will implement their FHC-2 funded program in compliance with the terms and conditions of this Agreement, the Request for Applications (“RFA”) under which the Grantee applied, the representations contained in the Grantee’s application, Agency guidance or directives, and the requirements per the authorizing statute.

Permissible eligible uses and activities are detailed below in [Exhibit B.4, Budget Details and Expenditure of Funds](#).

Program Name: Family Homelessness Challenge Grant and Technical Assistance Program
“FHC”

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

EXHIBIT A

Because of the legislative intent to share scalable and replicable family homelessness models:

- (a) Information about the program submitted through reporting and provided through Technical Assistance (TA) Reports will be public information that HCD will use to disseminate learnings and successful models to be replicated and scaled across the state.
- (b) Grantees are expected to be close partners with HCD. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, and materials.

Quarterly reporting requirements are detailed below in [Exhibit D.4, Reporting, Evaluation, and Audits](#).

Fiscal deadlines are detailed below in [Exhibit A.6, Effective Date, Term of Agreement, and Deadlines](#).

Grantees shall complete a Final Work Product (as detailed below in [Exhibit A.6.C.](#)) and participate in a program evaluation regarding their implementation of FHC-2 awards. To support this effort, the Agency will make technical assistance support available.

HCD maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and HCD's discretion in making these determinations is absolute and final.

5. **HCD Contract Coordinator**

HCD's Contract Coordinator for this Agreement is HCD's Grants Program Design Section Chief or the Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the HCD Contract Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, HCD shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to HCD and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents.

Program Name: Family Homelessness Challenge Grant and Technical Assistance Program
"FHC"

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

EXHIBIT A

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	California Department of Housing and Community Development	
SECTION/UNIT:	Policy and Program Support	
ADDRESS:	651 Bannon Street, Suite 400 Sacramento, CA, 95811	
CONTRACT COORDINATOR:	Jeannie McKendry	
PHONE NUMBER:	(916) 490-9589	
EMAIL ADDRESS:	HPDHomelessnessGrants@hcd.ca.gov Jeannie.McKendry@hcd.ca.gov	

The Department reserves the right to change their HCD Contract Coordinator, designee, and/or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the HCD's grant general email box at HPDHomelessnessGrants@hcd.ca.gov.

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to the HCD Contract Coordinator, designee, and/or contact information or grantee information can be made without a formal amendment.

6. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon execution by Agency. This is indicated by the HCD provided signature and date on the second page of the accompanying STD. 213, Standard Agreement. Note, HCD signs the Agreement after a Grantee signs.
- B. Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.
- C. This Agreement will terminate on March 31, 2027.

Program Name: Family Homelessness Challenge Grant and Technical Assistance Program
"FHC"
RFA Date: December 29, 2023
Approved Date: 07/23/2024
Prep. Date: XX-XX-XXXX

EXHIBIT A

Grantees shall submit a Final Work Product by September 30, 2026. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by HCD.

HCD will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2027.

Grantees are expected to continue performing until March 31, 2027. This means timely and accurate reporting, candid communication of success and challenges, and availability of persons, information, or materials.

D. Expenditure Deadlines:

All Program funds (100 percent of FHC-1 and FHC-2) shall be expended by June 30, 2026. Any funds not expended by June 30, 2026, shall be returned to the General Fund pursuant to HSC § 50258(e).

7. Special Conditions

HCD maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and HCD's discretion in making these determinations is absolute and final.

Program Name: Family Homelessness Challenge Grant and Technical Assistance Program
"FHC"

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

EXHIBIT B

BUDGET DETAIL AND DISBURSEMENT PROVISIONS

1. **Payee**

Name: [Legal Grantee Name] Amount: \$ [FHC-2 Award Amount]

2. **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to round 2 of the Family Homelessness Challenge (FHC-2) funds being released:

- A. Request for Funds Form (“RFF”)
- B. STD 213 Standard Agreement form and initialed Exhibits A, B, D and E
- C. STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3. **Disbursement of Funds**

FHC-2 funds will be disbursed to the Grantee in one allocation upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.

The RFF must include the proposed eligible uses and the amount of funds proposed to be expended.

4. **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget and pursuant to Exhibit A, Section 4 “Scope of Work”. HCD reserves the right to direct specific line-item changes in submitted standardized budgets.

To ensure efficient and reliable processing, grantees shall submit budget change requests through a designated submission portal (i.e., currently Cognito, though subject to change). These requests will be reviewed in the first week of each month. Failure to submit by 5 pm on the 1st day of the month subjects a Grantee to having their budget change request being reviewed the following month. HCD may consider budget change requests outside of this timeline and through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

EXHIBIT B

HCD reserves the right to amend or adjust this process as necessary.

A. Budget Changes

Any decrease or increase to the total expenditures for any eligible use category must be submitted through a budget modification request and approved by HCD's Grants Program Design Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. Budget modification requests may be submitted with the regular quarterly reports or by reaching out to HPDHomelessnessGrants@hcd.ca.gov. The Grants Program Design Section Chief will respond to Grantee with approval or denial of the request. Failure to obtain written approval from the Grants Program Design Section Chief or their designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in [Exhibit D.6, Breach and Remedies](#).

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal changes that alter the scope of the project proposal shall be submitted to HCD for prior approval.

These eligible uses and activities must be consistent with HSC Sections 50255 – 50259, other applicable laws, the terms and conditions of this Agreement, HCD guidance or directives, the Request for Applications ("RFA") under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2, Purpose](#).

B. Eligible Uses

Eligible Uses and Activities include, but are not limited to, the following:

Rapid rehousing, including housing identification, rental subsidies, and incentives to landlords, such as security deposits and holding fees for eligible families, housing search assistance, rapid re-housing case management and services.

Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

EXHIBIT B

Street outreach to assist eligible families to access crisis services, interim housing options, and permanent housing and services.

Services coordination which may include access to workforce, education, and training programs, or other services needed to promote housing stability for eligible families, as well as direct case management services being provided to families.

Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that makes families' experiences of homelessness rare, brief, and/or one-time.

Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible families.

Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people from losing their housing and/or from needing to enter emergency shelter/interim housing or becoming unsheltered.

Interim Housing, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible families.

Improvements to existing emergency shelters to lower barriers and increase privacy, better address the needs of eligible families, and improve outcomes and exits to permanent housing.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire FHC-2 allocation must also comply with the following:

Not more than 5 percent of funds may be used for **administrative costs** incurred by the city, county, or continuum of care to administer its program allocation, including reporting, contract management, etc. For purposes of this Agreement, "administrative costs" do not include staff or other costs directly related to implementing activities funded by the program allocation.

Program Name: Family Homelessness Challenge Grant and Technical Assistance

Program "FHC"

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

EXHIBIT B

Program funds shall not be expended on Ineligible Costs as detailed immediately below.

5. **Ineligible Costs**

FHC-2 funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50255 – 50259, other applicable laws, the terms and conditions of this Agreement, HCD guidance or directives, the Request for Applications (“RFA”) under which the Grantee applied, representations contained in the Grantee’s application, and the Purpose of the Program as detailed in [Exhibit A.2, Purpose](#).

HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of FHC-2 fund expenditures.

HCD 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 FHC-2 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD at an amount and timeframe determined by HCD.

An expenditure which is not authorized by this Agreement, or by written approval of the Grants Program Design Section Chief or their designee, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to HCD by the Grantee at an amount and timeframe determined by Agency.

Program funds shall not be used to supplant existing local funds for homelessness housing, assistance, or prevention.

Unless expressly approved by HCD in writing, reimbursements are not permitted for any Program expenditures prior to this Agreement’s date of execution.

EXHIBIT D

FHC GENERAL TERMS AND CONDITIONS

1. **Termination and Sufficiency of Funds**

A. **Termination of Agreement**

HCD 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 [Exhibit D.6, Breach and Remedies](#); violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to HCD within 30 days of Agency's specified date of termination.

B. **Sufficiency of Funds**

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

2. **Transfers**

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

3. **Grantee's Application for Funds**

Grantee submitted a budget to HCD as part of their application for the Program. Grantee warrants that all information, facts, assertions, and representations contained in the application and budget and additions thereto are true, correct, and

EXHIBIT D

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, Evaluation, and Audits**A. Reporting Requirements**

- 1) Grantee is required to provide HCD or its agents with all data and outcomes that may inform an assessment of the funded project. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.
- 2) Grantee will be required to provide at a minimum:
 - (a) Client service data and housing status of persons served;
 - (b) Status of funding as presented in the HCD approved, standardized budget; and
 - (c) Continued confirmation that projects receiving FHC-2 funds are populated timely into the Homeless Management Information System (HMIS) and use HCD supplied funding codes.

Agency's discretion in identifying which information shall be included in these reports is absolute and final.

Pursuant to HSC Section 50259, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

- 3) The quarterly reports shall be submitted on a template to be provided by HCD at least 60 days prior to the first reporting deadline. HCD may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

Program Name: Family Homelessness Challenge Grant and Technical Assistance

Program "FHC"

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

EXHIBIT D

- 4) If the Grantee fails to provide any such report, HCD may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Evaluation

- 1) Grantees shall participate in a program evaluation regarding their implementation of FHC-2 awards. To support this effort, HCD will contract a third party to complete the evaluation. Grantee agrees to accept evaluation assistance as directed by HCD or by a contracted provider acting on behalf of HCD.
- 2) Grantees are expected to be close partners with HCD for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with HCD or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by HCD or its designee.
- 3) For the purpose of evaluation, HCD or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. HCD will comply with Grantee's site visit terms during any site visits.
- 4) Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.
- 5) Grantees shall notify HCD and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- 6) All terms and conditions that apply to reporting similarly apply to evaluation.

Program Name: Family Homelessness Challenge Grant and Technical Assistance

Program "FHC"

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

EXHIBIT D

C. Auditing

HCD reserves the right to perform or cause to be performed a financial audit. At HCD request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

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

5. Inspection and Retention of Records

A. Record Inspection

HCD 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 within 30 days of a written request. Failure to provide the requested information may be considered a breach of this agreement.

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

EXHIBIT D

compliance with the Family Homelessness Challenge Grant and Technical Assistance Program laws, HCD guidance or directives, and this Agreement.

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.

C. **Public Records Act**

The grantees' final FHC-2 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) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, Program 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:

EXHIBIT D

- 1) Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
- 2) Bar the Grantee from applying for future FHC funds;
- 3) Revoke any other existing FHC award(s) to the Grantee;
- 4) Require the return of any unexpended FHC Grant funds disbursed under this Agreement;
- 5) Require repayment of FHC Grant funds disbursed and expended under this Agreement;
- 6) Require the immediate return to HCD of all funds derived from the use of FHC Grant funds;
- 7) 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 FHC Grant requirements.

C. All remedies available to HCD are cumulative and not exclusive.

D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7. **Waivers**

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

8. **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or

Program Name: Family Homelessness Challenge Grant and Technical Assistance

Program "FHC"

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

EXHIBIT D

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, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees 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. 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 HCD 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

EXHIBIT D

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).

- 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:

Program Name: Family Homelessness Challenge Grant and Technical Assistance Program "FHC"
RFA Date: December 29, 2023
Approved Date: 07/23/2024
Prep. Date: XX-XX-XXXX

EXHIBIT D

- 1) The dangers of drug abuse in the workplace;
- 2) Grantee's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation, and employee assistance program; and
- 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

B. Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

- 1) Will receive a copy of Grantee's drug-free policy statement, and
- 2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. **Child Support Compliance Act**

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

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

12. **Special Conditions – Grantees/Subgrantee**

Program Name: Family Homelessness Challenge Grant and Technical Assistance Program "FHC"
RFA Date: December 29, 2023
Approved Date: 07/23/2024
Prep. Date: XX-XX-XXXX

EXHIBIT D

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in [Exhibit E](#). 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 FHC-2 funds. Failure to comply with these conditions may result in termination of this Agreement.

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

EXHIBIT D

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 HCD upon request.

14. Inspections

- A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- B. HCD 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. 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 Agency, 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.

The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, 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 Agency.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
2. Grantee shall utilize its local Homeless Management Information System (HMIS) to track FHC-2 funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate FHC-2 specific funding sources and project codes in HMIS).
3. Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to their local HMIS, for tracking in the statewide Homeless Data Integration System (HDIS), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by HSC Section 50259. Any health information provided to, or maintained within, the statewide HMIS 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," 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 Grantee with aggregate reports and analytics of the data Grantee submits to their local HMIS and which gets reported to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
4. Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant objective.

Program Name: Family Homelessness Challenge Grant and Technical Assistance
Program "FHC"
RFA Date: December 29, 2023
Approved Date: 07/23/2024
Prep. Date: XX-XX-XXXX

EXHIBIT E

5. 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.

6. **Non-Bond Funded**

The Department represents that the intent of [Exhibit D.1.B, 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 the Family Homelessness Challenge Grant, Round 2 Request for Application dated December 29, 2023, 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.1.B, 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.