# EXHIBIT A

## AUTHORITY, PURPOSE AND SCOPE OF WORK

### 1. Authority

California Assembly Bill No. 140 (Chapter 111, Statutes of 2021) ("**AB 140**") and California Assembly Bill No. 531 (Chapter 789, Statutes of 2023) added sections 50675.1.3 and 50675.1.5 to the Multifamily Housing Program ("**MHP**") (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code ("**HSC**")). HSC section 50675.1.3 and 50675.1.5 provide the statutory basis for the Homekey+ Program ("**Homekey+**" or "**Program**"). HSC section 50675.1, subdivision (d) authorizes the Department of Housing and Community Development ("**Department**" or "**HCD**") to administer MHP.

The Department issued a Homekey+ Program Notice of Funding Availability on November 26, 2024, which was subsequently amended January 31, 2025, August 7, 2025, and March 27, 2026 ("**NOFA**"). The NOFA incorporates by reference the MHP, as well as the Multifamily Housing Program Final Guidelines, dated May 18, 2023 ("**MHP Guidelines**"), and the Uniform Multifamily Regulations (UMR) (Cal. Code Regs., tit. 25, § 8300 et seq.), effective November 15, 2017, all as subsequently amended, except to the extent that they conflict with the provisions of the NOFA.

Homekey+ Grant funds are derived primarily from Proposition 1 bond funds established by the Behavioral Health Infrastructure Bond Act ("**BHIBA**") (AB 531, Chapter 789, Statutes of 2023). Homekey+ funds are also derived from Assembly Bill 129 (Chapter 40, Statutes 2023) and Assembly Bill 166 (Chapter 48, Statutes 2024) or Round 5 and 6, respectively, of the Homeless Housing Assistance Prevention ("**HHAP**") program. In accordance with HSC Section 50232, subdivision (h), the administration of HHAP Round 5 funds is not subject to the rulemaking provisions of the Administrative Procedure Act ("**APA**") (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code ("**GC**")). In accordance with HSC Section 50239, subdivision (h), the administration of HHAP Round 6 funds is not subject to the rulemaking provisions of the APA.

This STD 213, Standard Agreement with all exhibits attached hereto ("**Agreement**") is entered under the authority and in furtherance of the Program. This Agreement is the result of an Application by the Grantee, as defined below, for funding under the Program (the "**Grant**").

This Agreement hereby incorporates by reference the Application, as well as the project report prepared by the Department in reliance on the representations and descriptions

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included in that Application. This Agreement is governed by the following (collectively, the "**Program Requirements**"), and each of the following, as amended and in effect from time to time, is incorporated hereto as if set forth in full herein:

A. AB 140;

B. AB 531;

C. AB 129 and AB 166 (HHAP Homekey+ Supplemental funds);

D. The above-referenced MHP statutory scheme;

E. The NOFA;

F. The MHP Guidelines;

G. The UMR;

H. The Conditional Award Letter issued by the Department to the Grantee; and

I. All other applicable law.

**2. Purpose**

The Homekey+ Program, as funded by the BHIBA, is intended to provide housing for the Target Population as that term is defined below. Funds in the NOFA allocated to Veterans Units must also serve Veterans, as that term is defined below, who have or are suspected to have a Behavioral Health Challenge.

Grantee applied to the Department for Program funds to conduct one or more of the activities outlined in Paragraph 4 below. By entering into this Agreement and thereby accepting the Award of Program funds, the Grantee agrees to comply with the Program Requirements and the terms and conditions of this Agreement.

**3. Definitions**

Capitalized terms in this Agreement shall have the meaning set forth below. Capitalized terms in this Agreement that are not defined below shall have the definitions set forth in the NOFA, as well as the MHP statutes, and the MHP Guidelines in so far as they do not conflict with the NOFA.

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A. **“Affordability Covenant”** means the legally binding 55-year instrument which **(a)** is recorded in first position against the Project real property for the benefit of the state, regional, local, or Tribal Grantee; except that after receiving HCD’s prior written approval, Grantee may subordinate the Affordability Covenant to other encumbrance(s) in accordance with NOFA Section 208(ii), as determined by HCD in its absolute and sole discretion, **(b)** imposes use, operation, occupancy, and affordability restrictions on the real property and improvements; **(c)** duly names HCD as a third-party beneficiary with the right and privilege, but not the obligation, of enforcement thereof, **(d)** incorporates the Homekey+ Program Requirements by reference, and **(e)** is otherwise in form and substance acceptable to HCD. Upon its execution, the Affordability Covenant shall be binding, effective, and enforceable against all successors, transferees, and assignees, in accordance with Section 208 of the NOFA, after a certificate of occupancy or its equivalent has been issued for the Project, or if no such certificate is issued, from the date of initial occupancy of the Project. Affordability Covenants on Tribal trust land are addressed separately under Section 208 of the NOFA.

B. **“Application”** means the application for Homekey+ Program funds that Grantee submitted in response to the Homekey+ NOFA.

C. **"Area Median Income"** or **"AMI"** means the most recent applicable county area median family income published by the California Tax Credit Allocation Committee (TCAC) or HCD.

D. **“Assisted Unit”** means a Homekey+ funded residential dwelling unit in Permanent Supportive Housing (PSH) that is subject to rent, income, occupancy, and other restrictions in accordance with Homekey + Program Requirements. See also “**Youth Assisted Unit**.”

E. **"At Risk of Homelessness"** has the same meaning as defined in Title 24 Code of Federal Regulations Part 578.3.

F. **"Award"** means Program funds which are the subject of this Agreement which must be expended on Eligible Uses**.**

G. **“Behavioral Health Challenge”** has the same meaning as defined in NOFA Article VII. Definitions Section (vii.).

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H. **“Capital Award”** means the portion of the Award available for a Grantee to expend toward Project acquisition, any needed Rehabilitation, new construction, master leasing, and Affordability Covenant costs.

I. **“Case Manager”** is a social worker or other qualified person who has or is supervised by a person with a relevant master’s degree. At its sole discretion, the Department may approve Supportive Services plans where Case Managers cannot be supervised by a person with a master’s degree. A Case Manager facilitates individualized service planning, and the assessment, coordination, monitoring, referral, and advocacy of services to meet tenants’ Supportive Service’s needs, including, but not limited to, access to medical and mental health services, substance use disorder treatment and services, vocational training, employment, home and community-based services and crisis management and interventions. Resident service coordinators are not Case Managers. For Homekey+ tenants who are also HUD-VASH program participants, the Case Manager for services will be the applicable U.S. Department of Veterans Affairs (VA) Case Manager (or third-party provider selected by the VA), in accordance with the HUD-VASH program.

J. **“Chronic Homelessness”** means a person who is chronically homeless, as defined in Title 24 Code of Federal Regulations Part 578.3.

K. **"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.

L. **“Co-Applicant”** means the nonprofit corporation, for-profit corporation, limited liability company (LLC), and/or limited partnership (LP) that is jointly applying for Homekey+ funds with a state, regional, or Local Public Entity, or with a Tribal Entity(ies).

M. **“Conditional Award Letter” or “Conditional Award Commitment and Acceptance of Terms and Conditions letter**” means a letter specifying the portion of Homekey+ Program funds available for a Grantee to expend toward Eligible Uses once the Grantee has acknowledged and fulfilled the terms and conditions.

N. **"Continuum of Care"** means the same as defined by Title 24 CFR Part 578.3.

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O. **"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 tenant intake, assessment, and provision of referrals. 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.

P. **"Eligible Applicant"** means a City; county; a City and county; any other state, regional, and Local Public Entity, including a council of government, metropolitan planning organization, and regional transportation planning agency designated in Section 29532.1 of the Government Code; or a Tribal Entity(ies) as defined in the NOFA. For purposes of this definition, a "Local Public Entity" is further defined in accordance with HSC section 50079. As allowed or required by context, "Applicant" shall be interpreted to include any of the foregoing entities, as well as that entity's Co-Applicant. Upon receiving an Award of Homekey+ funds, the Eligible Applicant and any Co-Applicant(s) will, both individually and collectively, be referred to as the "Grantee" for purposes of the Homekey+ NOFA. Please see NOFA Section 200 for specific Eligible Applicant requirements for Homekey+ HHAP Supplemental Funds.

Q. **"Eligible Uses"** means the activities described in the Application and this Agreement that are encompassed by Paragraph 4 below of this Agreement, which were approved by the Department as part of the Project.

R. **"Expenditure Deadline for Capital Award"** means the date by which the Capital Award must be fully expended, as noted in Exhibit E of this Agreement.

S. **"Expenditure Deadline for Operating Award"** means the date by which the Operating Award must be fully expended, as noted in Exhibit E of this Agreement.

T. **"Foster Youth"** means a child or nonminor dependent, as defined by Section 475 of Title IV-E of the Social Security Act (42 U.S.C. Sec. 675(8)) and subdivision (v) of Section 11400 of the Welfare and Institutions Code, who has been removed from the custody of their parent, legal guardian, or Indian custodian pursuant to Section 361 or 726 of the Welfare and Institutions Code, and who has been ordered into any placement described in paragraphs (2) to (9),

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inclusive, of subdivision (e) of Section 361.2 of, or paragraph (4) of subdivision (a) of Section 727 of, the Welfare and Institutions Code.

U. **“Grantee”** means each Eligible Applicant and, if applicable, each Co-Applicant awarded the Program funds which are the subject of this Agreement. All such entities shall comply with Program Requirements and, in their individual and collective capacity as the “Grantee,” shall be bound by each and every one of the terms, conditions, and requirements of this Agreement. On the STD 213 portion of this Agreement, the Grantee is identified as the Contractor.

V. **“Program Requirements”** means the following, all as amended and in effect from time to time:

1) the NOFA;

2) Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code;

3) the Grantee’s Application for Program funding;

4) the Project report prepared by the Department in reliance on the representations and descriptions included in the Grantee’s Application for Program funding;

5) the Conditional Award Letter issued by the Department to the Grantee;

6) this Agreement; and

7) all other applicable law.

W. “**Homeless”** has the same meaning as defined in Title 24 CFR Part 578.3.

X. **“Homeless Youth”** means a child, a youth, or a current or former Foster Youth through the age of 25 who qualifies as “Homeless” under any of the relevant definitions set forth or identified in Title 24 Code of Federal Regulations Part 578.3.

Y. **"Housing First"** has the same meaning as in Welfare and Institutions Code section 8255, including all the core components listed therein.

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Z. **“Lead Service Provider”** or **“LSP”** is the organization that has overall responsibility for the provisions of Supportive Services and implementation of the Supportive Services plan in the Project. The LSP may directly provide comprehensive case management services or contract with other agencies that provide services. For HUD-VASH tenants, the LSP will enable the applicable Veterans Affairs Case Manager to administer services in accordance with the HUD-VA Supportive Housing (VASH) program.

AA. **“Local Public Entity”** is defined at Health and Safety Code section 50079, and means any county, City, City and county, the duly constituted governing body of an Indian reservation or rancheria, tribally designated housing entity as defined in Section 4103 of Title 25 of the United States Code and Section 50104.6.5, redevelopment agency organized pursuant to Part 1 (commencing with Section 33000) of Division 24, or housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24, and also includes any state agency, public district, or other political subdivision of the state, and any instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. In addition, and in accord with this Health and Safety Code definition, the term “**Local Public Entity**” also includes two or more local public entities acting jointly.

BB. **“Manager’s Unit(s)”** is a unit in which the onsite manager of the Project resides. A Manager’s Unit will not be an Assisted Unit. Manager’s Units may be included for Homekey+ funding under the development budget and considered as a restricted Unit; however, no Manager’s Unit may be included in funding requests for a Homekey+ Operating Award.

CC. **“Operating Award”** means the portion of the Award available for the Grantee to expend toward the recurring expenses of the Project, such as utilities; maintenance; management fees; taxes; licenses; and Supportive Services costs, which may include staffing and service coordination. Operating Expenses do not include debt service or required reserve account deposits.

DD. **“Payee”** means the Eligible Applicant to whom the Department shall disburse the Award. The Payee is identified in Exhibit E of this Agreement.

EE. **“Performance Milestones”** means the indicators and metrics of progress and performance that are identified as such at Exhibit E of this Agreement.

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FF. **"Performing Debt"** refers to non-government, long-term (or permanent) financing of a Project intended to generate a profit for a private or non-profit lender requiring ongoing mandatory debt service payments.

GG. **"Permanent Supportive Housing"** or "**PSH**" means housing with no limit on length of stay, that is occupied by the Target Population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community, as defined at California Government Code Section 65582 (g) , except that "Permanent Supportive Housing" shall include associated facilities if used to provide services to housing residents.

HH. **"Positive Youth Development"** or **"PYD"** is an intentional, prosocial approach that engages youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their leadership strengths.

II. **"Project"** means a structure or set of structures with common financing, ownership, and management, which provides Permanent Supportive Housing for the Target Population, and which is subject to an appropriate Affordability Covenant in accordance with Section 208 of the NOFA.

JJ. "**Rehabilitation**" means repairs and improvements to a substandard residential structure necessary to make it meet Rehabilitation standards. As used in this section, "substandard residential structure" has the same meaning as the term "substandard building," as defined in HSC Section 17920.3. "Rehabilitation" also includes improvements and repairs made to a residential structure acquired for the purpose of preserving its affordability and use by the Target Population.

KK. **"Scope of Work"** means the work to be performed by the Grantee to complete the Project that was approved by the Department and accomplish the Program purpose.

LL. **"Secondary Tenant"** means 1) Veterans who are Homeless whose incomes are up to 50% AMI and are receiving income as a result of service-connected disability benefits, or 2) Veterans experiencing homelessness with an income of up to 60% AMI.

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MM. **"Supportive Services"** means social, health, educational, income support, employment, and housing stability services and benefits; coordination of community building and educational activities; individualized needs assessment and case management; and individualized assistance with obtaining services and benefits.

NN. **"Target Population"** means individuals, or households with an individual, who are experiencing homelessness or who are At Risk of Homelessness as defined under part 578.3 of Title 24 of the Code of Federal Regulations and who have or are suspected of having a Behavioral Health Challenge. These individuals and households must include a person described in Welfare and Institutions Code (WIC) subdivision (c) or (d) of Section 14184.402, or a person with a substance use disorder, as described in WIC Section 5891.5. However, enrollment in Medi-Cal or in any other health plan shall not be a condition for accessing housing or continuing to be housed. For Veteran-serving Projects the Target Population also includes Veterans who have or are suspected to have a Behavioral Health Challenge.

OO. **"Tribal Entity(ies)"** means an entity that meets any of the following criteria:

1) Meets the definition of Indian Tribe under section 4103(13)(B) of title 25 of the United States Code;

2) Meets the definition of Tribally Designated Housing Entity under section 4103(22) of title 25 of the United States Code;

3) Is not a federally recognized Tribe, but is either:

   a) Listed in the petitioner list of the Office of Federal Acknowledgment (OFA) within the Office of the Assistant Secretary – Indian Affairs of the Department of the Interior pursuant to Part 82.1 of Title 25 of the Code of Federal Regulations; or

   b) Is an Indian Tribe located in the State of California and identified on the contact list maintained by the Native American Heritage Commission for the purpose of consultation pursuant to Government Code section 65352.3.

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c) Has organized a separate legal entity, either a non-profit or for- profit entity, in compliance with CCR Title 25, Section 8301(s) and it has demonstrated to the satisfaction of the Department that the separate legal entity is controlled by the Tribal Applicant.

PP. **"Unit"** means a residential unit that is used as a primary residence by its occupants, including individual units within the Project.

QQ. **"Veteran"** means a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable and who is experiencing or At Risk of Homelessness as defined in Title 24 CFR Part 578.3.

RR. **"Youth Assisted Unit"** means an Assisted Unit serving Homeless Youth or Youth at Risk of Homelessness, as defined in Title 24 CFR Part 578.3. Pursuant to Section 203, Youth Assisted Units may also serve current and former Foster Youth through the age of 25. See also "**Assisted Unit**."

SS. **"Youth at Risk of Homelessness"** means a child, a youth, or a current or former Foster Youth through the age of 25 who qualifies as "Aat Risk of Homelessness" or "Homeless" under any of the relevant definitions set forth or identified in the Homekey+ NOFA and at Part 578.3 of Title 24 of the Code of Federal Regulations.

**4. Eligible Uses**

Grantee shall apply the Awards to one or more of the following Eligible Uses. All costs in connection with such Eligible Uses must be incurred on or after March 5, 2024, by the Expenditure Deadline for Capital Award, and by the Expenditure Deadline for Operating Award, respectively and as applicable. Grantee's use of the funds and Scope of Work are described more fully at Exhibit E of this Agreement.

A. Acquisition or Rehabilitation, or acquisition and Rehabilitation, of motels, hotels, hostels, or other sites and assets, including apartments or homes, adult residential facilities, residential care facilities for the elderly, manufactured housing, commercial properties, and other buildings with existing uses that could be converted to Permanent Supportive Housing (PSH).

B. Master leasing of properties for PSH.

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C. Conversion of units from nonresidential to residential PSH (i.e. adaptive reuse).

D. Conversion of Interim Housing to PSH (as described in NOFA Section 202 and 502).

E. New construction of dwelling units as described in NOFA Section 201 and 501.

F. Gap financing as defined in NOFA Section 502.

G. The purchase of Affordability Covenants and restrictions for units.

H. Relocation costs for individuals who are being displaced as a result of the Homekey+ Project.

I. Capitalized operating subsidies for PSH Units purchased, converted, or altered with Homekey+ Grant Program funds provided pursuant to HSC section 50675.1.3.

**5. Rent Standards**

A. PSH Units. Rent limits for initial occupancy, and for each subsequent occupancy, of an Assisted Unit shall not exceed 30% of that Assisted Unit's designated income-eligibility level with exceptions as noted below for Veteran Units.

B. Veteran Units which remain vacant despite good faith efforts to lease them to members of the Target Population may be leased to Secondary Tenants. Rents for Units leased to Secondary Tenants shall not exceed 30% of the income limit applicable to the Secondary Tenant under NOFA section 500.

**6. Program Deadlines**

A. All Program deadlines begin 60 days after the Homekey+ Conditional Award Letter date with the exception of Projects with a future tax credit or bond allocation pursuant to NOFA Section 205. HCD may, in its sole and absolute discretion, approve an extension of the acquisition, Rehabilitation, construction, and/or occupancy deadlines if the Grantee demonstrates, to HCD's satisfaction, that the relevant delay is caused by reasonably unforeseeable events, conditions, or circumstances. Construction labor shortages and supply chain issues do not constitute reasonably unforeseeable events, conditions, or circumstances for purposes of an extension request. Extension requests shall be submitted in electronic format on a form provided by HCD.

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B. HCD may reimburse eligible costs incurred beginning on March 5, 2024, with the exception of Operating Expenses.

## 7. Performance Milestones

A. Grantee shall complete each of the Performance Milestones set forth at Exhibit E of this Agreement by the date designated for such completion therein (each, a "**Milestone Completion Date**"). The Performance Milestones shall include, but not be limited to, any applicable Expenditure Deadline for Capital Award, Expenditure Deadline for Operating Award, or occupancy deadline. Grantee's failure to satisfy any one of the Performance Milestones will constitute a breach of this Agreement and will entitle the Department to exercise all available remedies, including the recapture of disbursed Program funds and the cancellation of this Agreement.

B. The Department may, in its sole and absolute discretion, approve an extension of the acquisition, Rehabilitation, construction, and/or occupancy deadlines if the Grantee demonstrates, to the Department's satisfaction, that the relevant delay is caused by reasonably unforeseeable events, conditions, or circumstances.

C. In no event will the Department approve an extension request in the absence of Grantee's demonstration of good cause for said extension, along with Grantee's reasonable assurances that the extension will not result in Grantee's failure to meet other Performance Milestones or any Expenditure Deadline under this Agreement. Construction labor shortages and supply chain issues do not constitute reasonably unforeseeable events, conditions, or circumstances for purposes of an extension request.

D. The Department may, in its sole and absolute discretion, grant an extension of the Expenditure Deadline for Operating Award for eligible Projects in accordance with the NOFA as applicable.

## 8. Reporting Requirements

A. Grantee shall submit an annual Homekey+ Program Report and Homekey+ Expenditure Report, and comply with all additional reporting requirements, as set forth and specified at Section 601 of the NOFA, all in accordance with the Milestone Completion Date(s) set forth at Exhibit E of this Agreement.

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B. After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department.

C. Upon the Department's request and as specified, the Grantee shall provide progress reports in connection with the development plan and any updates to the timeline for completion of the Project. The development plan should include the Project's timeline and any updates or substantial changes to the required Performance Milestones in Exhibit E.

D. In addition, the Grantee shall submit to the Department such periodic reports, updates, and information as deemed necessary by the Department to monitor compliance and/or perform Program evaluation. Any requested data or information shall be submitted in electronic format on a form provided by the Department.

## 9. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Deputy Director of the Division of State Financial Assistance, or the Deputy Director's designee. Unless otherwise informed, Grantee shall mail any notice, report, or other communication required under this Agreement by First-Class Mail to the Department Contract Coordinator at the following address or email to MultifamilyGrants@hcd.ca.gov:

California Department of Housing and Community Development
Attention: Homekey+ Program
Multifamily Grant Management Branch
651 Bannon St, Suite 400, 95811
P. O. Box 952050
Sacramento, CA 94252-2050

## 10. Grantee Contract Coordinator

The Grantee Contract Coordinator for this Agreement may coordinate with the Multifamily Grant Management Branch Manager for the Homekey+ Program. Unless otherwise informed, the Department shall mail any notice, report, or other communication required under this Agreement by First-Class Mail, or through a commercial courier, to the Grantee Contract Coordinator at the address specified at Exhibit E of this Agreement.