

HOMEKEY INSURANCE GUIDELINES CHECKLIST

Project Name: _____ HCD Contract#: _____

Insurance Company: _____ Insurance Policy Number: _____

Preparer Name: _____ Preparer Phone Number: _____

Refer to the Insurance Requirements section in the applicable Notice of Funding Availability (NOFA) for a description of insurance requirements. This checklist is meant to assist in the monitoring of those requirements and is broken down into seven (7) sections.

Grantees should provide this checklist to their Insurance Provider to ensure all requirements are met. Current evidence of insurance must be provided to your assigned Multifamily Grants Management (MGM) Representative prior to disbursement of funds.

By checking each of the requirements below, Grantee is certifying that the proposed or current insurance policy meets the following program guidelines. Attach proof of insurance as applicable to the awarded project to this checklist and return it to the assigned MGM Representative you have been working with. Please sign and date the bottom of page 4 prior to submittal. If at the time of disbursement, proof of insurance is in the form of a proposal because insurance is being purchased as part of the escrow transaction, certificates of insurance must be provided within 60 days of site acquisition.

INSURANCE REQUIREMENTS CHECKLIST	Certification
1. GENERAL REQUIREMENTS	
A. Spelling of Grantee Name on policy matches contracted party as listed on the Standard Agreement.	
B. Property/Service address(es) on Policy match those listed in the Standard Agreement.	
<p>C. IDENTIFICATION OF HCD: All insurance must identify HCD, and its contract number as follows:</p> <p>State of California Department of Housing and Community Development Multifamily Grants Management 651 Bannon Street, 6th Floor Sacramento, CA 95811</p> <p>Re: (List the HCD Contract number)</p>	

<p>D. CERTIFICATES AND EVIDENCE: All Certificates and Evidence must include the name of the Grantee as named insured, HCD’s Contract Number, and the address of the Project. HCD, its officers, agents, employees, directors, and appointees shall be additionally insured as their interests may appear. Important: HCD must be notified 30 days prior to any change, nonrenewal or cancellation of the insurance policy.</p>	
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<p>2. COMMERCIAL GENERAL LIABILITY COVERAGE</p>	
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<p>Minimum Amounts: A. \$1,000,000 per occurrence, \$2,000,000 aggregate.</p>	
<p>B. Policy demonstrates coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement.</p>	
<p>C. Policy names the State of California and the Department of Housing and Community Development, as well as the respective appointees, officers, agents, and employees of each, as additional insureds, but only with respect to work performed under the contract.</p>	
<p>The following are recommended:</p>	
<p>If available in the open market at a reasonable cost, the policy shall also include an endorsement for physical and child/sexual molestation coverage. Coverage shall include actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Applicant is responsible.</p>	
<p>If available in the open market at a reasonable cost, the policy shall also include an endorsement for assault and battery.</p>	

<p>3. WORKERS COMPENSATION <i>N/A for Tribal Grantees</i></p>	
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<p>A. Policy demonstrates statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract.</p>	
<p>B. Policy demonstrates a minimum employer's liability limit of \$1,000,000.</p>	
<p>C. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California and the Department of Housing and Community Development is attached to the Policy.</p>	

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4. AUTOMOBILE LIABILITY	
NOTE: Submission of automobile liability to the Department is only required if operating commercial vehicles during the term of the Standard Agreement (e.g. a shuttle service or transportation for tenants or staff).	
A. Policy demonstrates motor vehicle liability with a limit no less than \$1,000,000 combined single limit per accident.	
B. Policy demonstrates the insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.	
C. Policy names the State of California and the Department of Housing and Community Development, as well as the respective appointees, officers, agents, and employees of each, as additional insureds, but only with respect to work performed under the contract.	
<p>Not Applicable (not operating commercial vehicles) By signing the Standard Agreement, the Applicant certifies that the Applicant and any appointees, employees, subcontractors, or servants possess valid automobile coverage in accordance with California Vehicle Code sections 16450 to 16457, inclusive. The Department reserves the right to request proof at any time (pursuant to the applicable NOFA).</p>	

5. PROPERTY COVERAGE	
A. Evidence of insurance demonstrates fire, lightning, and extended coverage insurance on the facility in the form of commercial property policy, in an amount equal to one hundred percent (100%) if the then current replacement cost of the facility, excluding the replacement cost of unimproved real property constituting the site.	
The following is recommended:	
Evidence of insurance demonstrates coverage of (but not limited to) loss or damage by an explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism, and malicious mischief and such other hazards normally covered is recommended.	

6. BUILDER'S RISK/INSTALLATION FLOATER	
<p>NOTE: Complete this section only if project includes installation or construction of property/materials on or within the facility at any time during the term of the Standard Agreement. If the project does not include installation or construction, please be sure to check the "Not Applicable" check box.</p>	
<p>A. Builder's risk may be acquired after the execution of the Standard Agreement but must be on file before installation or construction begins.</p>	
<p>B. Policy demonstrates Builders Risk/Installation Floater covering labor, materials, and equipment to be used for completion of the work performed under this contract against all risks of direct physical loss, excluding earthquake and flood, for an amount not less than the full amount of the property and/or materials being installed and/or constructed on or within the facility.</p>	
<p>Not Applicable</p>	

7. SELF-INSURED	
<p>NOTE: In the event a state, regional, or local public entity is the sole Applicant, and if that entity is self-insured, written acknowledgement of this fact should have been provided to the Department prior to Standard Agreement execution. If the sponsor/applicant/grantee is not claiming to be self-insured, please check the "Not Applicable" check box.</p>	
<p>A. Written acknowledgment of self-insured status was provided by Applicant/Grantee.</p>	
<p>Not Applicable</p>	

SIGNATURE OF GRANTEE

Grantee hereby certifies that the insurance for the identified property meets the above requirements:

Grantee Signature: _____ Date: _____

Grantee Name: _____ Phone Number: _____