



# **County of Kern Emergency Solutions Grants Notice of Funding Availability**

2021 EMERGENCY SOLUTIONS GRANTS  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FUNDING PROVIDED THROUGH THE STATE OF CALIFORNIA

**GRANT APPLICATION and INSTRUCTIONS**

## **Applications Due October 8, 2021**

County of Kern  
Planning and Natural Resources Department  
2700 M Street, Suite 250  
Bakersfield, CA 93301

## **Section One - Notice of Funding Availability**

### **I. Introduction**

The California Department of Housing and Community Development (HCD) receives funding from the United States Department of Housing and Urban Development (HUD) for the Emergency Solutions Grants (ESG) program. The State Emergency Solutions Grants (ESG) program is designed to accomplish the following:

- Align State ESG with Federal ESG and The HEARTH Act.
- Increase coordination of State ESG investments with local homelessness systems and investments.
- Invest in the most impactful activities based on key performance goals and outcomes.
- Shift from an intensive provider competition to locally reliable funding and more streamlined administration.
- Improve geographic distribution of funding.

In its ESG program, State HCD will distribute funding based on Continuum of Care service areas through two (2) allocations; 1) through a Balance of State Allocation for service areas that do not contain a city or county that receives ESG directly from HUD, or 2) through a Continuum of Care Allocation for service areas that contain a city or county that receives ESG directly from HUD. The Bakersfield/Kern County Continuum of Care (CoC) qualifies for the Continuum of Care Allocation, and the County of Kern Planning and Natural Resources Department (County PLNR) has been selected to be the Administrative Entity (AE) approved to administer the State ESG funds in Kern County.

Under this Notice of Funding Availability (NOFA):

County PLNR is accepting proposals from eligible organizations assisting persons who are experiencing homelessness or are at-risk of homelessness within the CoC service area. The CoC service area includes both entitlement and non-entitlement areas. The County's entitlement areas includes unincorporated Kern County and the cities of California City, Ridgecrest, Shafter, and Tehachapi. Non-entitlement areas for the purpose of this NOFA include the cities of Arvin, Bakersfield, Delano, Maricopa, McFarland, Taft, and Wasco.

Funds to be used for this NOFA are U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grants Program (ESG) funds passed through the State of California.

The ESG program provides funding to meet the following objectives: (1) rapidly re-house homeless individuals and families; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate emergency shelters; (4) provide essential services to shelter residents, (5) engage homeless individuals and

families living on the street, and (6) prevent families/individuals from becoming homeless.

Homeless Management Information Systems (HMIS) participation is required by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act). Proposals must indicate participation in the Coordinated Assessment Tool as established by the CoC. Please see Implementation in Section Four for further guidance.

Selection process will be consistent with the following requirements:

- Is a fair and open competition that avoids conflicts of interest.
- Follows the procurement requirements of 24 CFR Part 84.
- Evaluates provider capacity and experience, including the ability to deliver services in non-entitlement areas.
- Evaluates eligibility and quality of services, including adherence to Core Practices pursuant to 25 CCR 8409.
- Utilizes data and considers community input to identify unmet needs.
- Prioritizes activities that address the highest unmet need, considering other available funding and system wide performance measures.
- Considers project-level performance measures when evaluating proposals.

## II. Background

The HEARTH Act, enacted into law on May 20, 2009, consolidated three homeless assistance programs, administered by HUD under the McKinney-Vento Homeless Assistance Act, into a single grant program. A main revision in the HEARTH Act converted the federal Emergency Shelter Grant program into the ESG program. The ESG regulations are found at [24 Code of Federal Regulations \(CFR\), Part 576](#).

## III. Funding Available

The State of California estimates that approximately \$296,279 in ESG funds received from HUD by the State will be allocated to the County to be subsequently awarded to providers of services to the homeless or at risk of homeless in the County. HUD funding requires a 103% match. A minimum of 40% of the funds awarded on an annual basis must be used for rapid re-housing activities.

These funds are available to nonprofit organizations and/or public entities sponsoring eligible projects within the CoC Service Area. County PLNR anticipates awarding contracts through this solicitation. Preference will be given to those who show an emphasis on serving areas identified by the Point in Time (PIT) Count to have the greatest unmet need, non-entitlement areas, or a regional approach.

Note: 25 CCR 8408(e) prohibits subpopulation targeting with ESG funds in Homelessness Prevention (HP) and Rapid Re-Housing (RR) programs except if documentation of both of the following is provided to HCD prior to the award of funds for these activities:

- Evidence of an unmet need for these activities for the subpopulation proposed for targeting; and
- Evidence of existing funding in the CoC Service Area for programs that address the needs of the excluded populations for these activities.

NOTE: Funds are available on a **reimbursement basis only**. Reimbursement may only be made under the terms of a subsequent Grant Agreement between County and successful applicant(s). All claims for reimbursement must be supported by documentation of payments made for costs eligible under the agreement. All claims must also be supported by documentation supporting the expenditure of qualified matching funds.

IV. Bakersfield Kern Regional Homeless Collaborative

Proposals with narratives that explain how the project aligns with Bakersfield Kern Regional Homeless Collaborative and its objectives to prevent and end homelessness, utilizing the objectives of the Opening Doors: Federal Strategic Plan to Prevent and End Homelessness will receive priority ranking. For more information on the Collaborative, visit <https://bkrhc.org/>

V. Conditions

County PLNR reserves the right to negotiate and award contracts, limit the number of contracts awarded, and request additional information from applicants. Applicants are advised that in submitting their proposals they acknowledge and agree to the terms and conditions of this NOFA and to the accuracy of the information they submit. County PLNR reserves the right to reject submittals, waive irregularities in the submittal requirements, or cancel this NOFA at any time. All application packages become the property of County PLNR.

All requirements of the ESG program apply under this NOFA. The HEARTH Act significantly revised the ESG program's regulations at [24 CFR Part 576](#) and establishes requirements for the ESG program. County PLNR recommends that organizations applying for funding review both federal and State of California ESG program eligibility criteria carefully.

VI. Threshold Review

Proposals are subject to preliminary review for threshold criteria. Applicants providing incomplete or ineligible proposals will be notified. For incomplete or ineligible proposals, County PLNR reserves the right to either request clarification information or notify the applicant that the proposal has been rejected.

Threshold review will include a review of minimum requirements and application package completeness.

VII. Proposal Review

Following the threshold review, the proposal and County PLNR staff comments will be considered by a NOFA Review Panel. A determination will be made concerning the

consistency of the proposal with the priorities outlined in the County of Kern 2020-2025 Consolidated Plan. The NOFA Review Panel will make funding recommendations to County PLNR.

VIII. Technical Assistance, Clarification and Addenda

Questions regarding this NOFA should be directed to Catherine Vasquez at (661) 862-5062 or by email at [vasquezc@kerncounty.com](mailto:vasquezc@kerncounty.com) TTY Relay (800) 735-2929

Substantive changes in the submittal requirements, if any, will be made and issued in the form of an addendum posted on the County PLNR website.

IX. Application Packages

ESG NOFA application packages can be downloaded from the following County PLNR website: <https://kernplanning.com/community-development-2-2/>

X. Submittals

Applications must be received by October 8, 2021 at [vasquezc@kerncounty.com](mailto:vasquezc@kerncounty.com) or if preferred mailed or delivered to address listed below in following format.

- All pages 8.5 x 11 inches
- One (1) signed master copy (no staples or binders) with original signatures.
- One CD or USB flash drive containing the complete application (Microsoft Word or Adobe PDF format).

Kern County Planning and Natural Resources Department  
Community Development Division  
Attn: Catherine Vasquez, Housing Programs Manager  
2700 M Street, Suite 250  
Bakersfield CA 93301

**Late submissions will not be considered.**

## **Section Two - Funding Source**

Pertinent Federal and State Regulations and Requirements (not all inclusive):

[24 CFR Part 576](#), (federal ESG regulations)

General ([24 CFR 576.407\(a\)](#))

Homeless Participation ([24 CFR 576.405](#))

Program Termination ([24 CFR 576.402](#))

Program Administration ([24 CFR 576.500](#))

Faith-Based Activities ([24 CFR 576.406](#))

Affirmative Outreach ([24 CFR 576.407\(b\)](#))

Environmental Review Responsibilities ([24 CFR 576.407\(d\)](#))

Shelter and Housing Standards ([24 CFR 576.403](#))

Recordkeeping and Reporting Requirements ([24 CFR 576.500](#))

Other Federal Requirements ([24 CFR 576.407](#) and [576.500](#))

[California Code of Regulations, Title 25, Division 1, Chapter 7, Subchapter 20, Sections 8400-8417](#) (State ESG Regulations)

[24 CFR Part 58](#) relating to environmental reviews

Office of Management and Budget (OMB) requirements for Universal Identifier and Central Contractor Registration, [2 CFR Part 25, Appendix A to Part 25- Award Term](#)

Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 Homeless Definition Final Rule: [24 CFR Parts 91](#), [582](#) and [583](#). The Interim Rule, published in the Federal Register on December 5, 2011, provides the homeless definition which applies to the ESG Program.

In administering this NOFA, if there is a conflict between the Federal and State regulations, the Federal regulations shall prevail.

Under this NOFA, ESG funds will be awarded to nonprofit organizations as defined in [24 CFR 576.2](#), and/or public entities as defined in [24 CFR 576.2](#) sponsoring projects within the CoC service area. The CoC service area includes both entitlement and non-entitlement areas within Kern County.

Contracts will be awarded for two (2) years. Contracts are expected to be awarded in accordance with the State NOFA when it is issued.

The table below includes ESG eligible project components: SUMMARY OF ESG ELIGIBLE PROJECT COMPONENTS

Project Component	Main Eligible Activities
Emergency Shelter <sup>1</sup>	Renovation (Major Rehabilitation and Conversion) <sup>1</sup> , essential services, shelter operations, and assistance required under the Uniform Relocation Act (URA). See <a href="#">24 CFR 576.102</a> .
Rapid Re-Housing Assistance <sup>2</sup>	<p>Housing Relocation and Stabilization Services</p> <p><u>Financial Assistance</u>: moving costs, rent application fees, security deposits, last month's rent, utility deposit and utility payment. Assistance may also include a one-time payment of rental arrears for up to 6 months.</p> <p><u>Services</u>: housing search, housing placement, housing stability, mediation, legal services, credit repair, budgeting, money management.</p> <p><u>Rental Assistance</u>: short - Up to 3 months, medium – 4-24 months. Tenant-Based rental assistance and project-based rental assistance. See <a href="#">24 CFR 576.103, 576.105 and 576.106</a>.</p>
Street Outreach <sup>3</sup>	<u>Essential Services</u> necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services generally consist of engagement, case management, emergency health and mental health services, and transportation. For specific requirements and eligible costs, see <a href="#">24 CFR 576.101</a> .
Homelessness <sup>2</sup> Prevention	Same activities as Rapid Re-Housing.
HMIS <sup>4</sup>	Grant funds may be used for certain HMIS and comparable database costs, as specified at <a href="#">24 CFR 576.107; 25 CCR 8408</a> ). In no case can costs exceed ten percent of the total amount requested per application.

<sup>1</sup> State ESG funds shall not be used for major rehabilitation, renovation or conversion activities pursuant to [24 CFR 576.102](#).

<sup>2</sup> State regulations prohibit subpopulation targeting with ESG funds in Homelessness Prevention (HP) and Rapid Re-Housing (RR) programs except if documentation of both of the following is provided to HCD prior to the award of funds for these activities: evidence of an unmet need for these activities for the subpopulation proposed for targeting and evidence of existing funding in the CoC Service Area for programs that address the needs of the excluded populations for these activities.

<sup>3</sup> ESG regulations limit street outreach and emergency shelter activities (combined) to no more than 60% of the fiscal year grant.

<sup>4</sup> HMIS participation is required as a project component within all proposals but may not be the sole project component. See HUD's [ESG Program Components Quick Reference](#) for more information.

## **Section Three – Application Requirements**

### I. Minimum Requirements

To be considered eligible for review, the proposal must meet the following requirements:

- Applicant is a nonprofit organization.
- Project/program serves residents whose incomes are at or below 30% of the Area Median Income (AMI) (see Exhibit 1).
- Project/program serves persons experiencing homelessness or at risk of homelessness.
- Project/program is in or serves residents of the CoC service area.
- Project/program serves is consistent with the County 2020-2025 Consolidated Plan.
- Required match funding has been identified.

### II. Application Package Completeness

In addition to a completed NOFA application (see **Section Six**), the application package must contain the following items:

#### A. *Board Resolution*

An applicant must submit a resolution of its Board of Directors authorizing the submittal of a proposal. The parties authorized to execute documents must also be identified (see Exhibit 2).

#### B. *Articles of Incorporation and By-Laws*

All proposals must include current Articles of Incorporation and By-Laws for the organization.

#### C. *Audited Financial Statements*

Submit the following information for the last two (2) fiscal years:

Audited Financial Statements of the entire organization with the applicable notes; Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards; and Independent Auditor's Statement of Findings and Questioned Costs.

#### D. *Evidence of Funding Commitments*

The anticipated source(s) of required matching funds must be identified. When possible, letters from public and private funding sources that will provide matching funds should be included. These letters should include the name, title, and telephone number of the responsible contact person and the funding amount.



*E. Cost Allocation Plan*

If eligible costs are allocated among activities such that only a portion is eligible for payment through this grant, applicants must submit a cost allocation plan that clearly demonstrates how direct and indirect costs are shared between this project and other agency projects.

Indirect costs of private nonprofit organizations, local governments and joint powers authorities, as applicable and in accordance with [2 CFR 200](#), are an eligible expense, but may not exceed ten percent (10%) of the allowable direct costs under the ESG activity unless a higher limit for indirect cost allocation has been approved by the applicable federal agency pursuant to OMB requirements. Agencies requesting an indirect cost allocation above 10 percent (10%) must provide a letter from the federal agency which has approved the higher rate.

*F. Position Descriptions*

Provide a position description for all proposed staffing positions funded by the project.

*G. Project/Program Description*

Applicant must describe the proposed project/program (work to be performed, components to be undertaken, or services to be provided) and describe specifically how the requested ESG funds will be used. Describe how this project will benefit persons experiencing homelessness or those at risk of homelessness. Describe the problem(s) or need(s) that the proposed project is intended to address. Describe how the project/program will accomplish one or more Bakersfield Kern Regional Homeless Collaborative objectives.

*H. Core Practice Table*

Applicants must complete the Core Practice Table (Exhibit 4) that is applicable to the primary activity being requested in this application. Indicate the frequency with which the practices described in the Core Practice Table are implemented within your program.

*I. Organizational/Staffing Chart*

Applicants must include an organizational/staffing chart that describes the overall organization and illustrates the relationship of the proposed program with other organizational divisions, programs, and sections. Indicate the lines of organizational management, authority, and responsibility. The staffing chart identifies program staff positions (by name and title, if known) and reporting responsibilities.

*J. ESG Program Budget*

III. Application Package Checklist

Please complete the following checklist and submit this form with the application package.

Requirements for Submittal NOFA Application

- Attachment A - Board Resolution
- Attachment B - Articles of Incorporation and By-Laws
- Attachment C - Audited Financial Statements
- Attachment D - Evidence of Funding Commitments
- Attachment E - Cost Allocation Plan
- Attachment F - Position Descriptions
- Attachment G - Project/Program Description
- Attachment H - Core Practice Table
- Attachment I - Organizational/Staffing Chart
- Attachment J - ESG Program Budget

Project/Program Title:

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Applicant:

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FOR County PLNR USE:

The proposal and its submittals have been reviewed for completeness using the checklist above.

Authorized Signature / Title:

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Date: \_\_\_\_\_

## **Section Four – State ESG Program Requirements**

### **I. Initial Funding**

The following items must be completed prior to funding:

#### **A. *Environmental Review***

From the time the application is submitted, the contractor must not commit funds or take any choice limiting actions (including option agreements or contracts for site purchase, excavation, filling, construction, rehabilitation, renovation, conversion or other physical activities) until completion of the environmental processing and HUD's formal release-of-funds, regardless of whether the work would be accomplished with federal funds or other matching funds. Failure to comply will jeopardize the availability of HUD funds for the project. An environmental review must be completed before HCD will execute a contract. County PLNR staff conducts this review using information provided in the application.

#### **B. *Insurance Requirements***

Proof of insurance meeting these requirements must be submitted to County PLNR ten (10) days prior to contract execution. Please refer to Exhibit 5 for the complete list of insurance requirements.

a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically naming COUNTY and the STATE OF CALIFORNIA as additional named insureds), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of NONPROFIT's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. The Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with combined limits for Bodily Injury and Property Damage liability of at least one million dollars (\$1,000,000) each occurrence.

c) The Commercial General Liability and Automobile liability Insurance required herein shall include an endorsement naming the STATE OF CALIFORNIA and COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on ISO form CG 20 10 Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

d) Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the COUNTY Risk Manager.

Depending on the contract scope of work, the requirement for Builders Risk on an All Risk basis and Contract Bonds may need to be included in the funding recipient's insurance coverage.

## II. Implementation Requirements

### **Core Practices ([25 CCR 8409](#))**

#### *A. Use of Coordinated Entry*

Unless exempted by federal rules, all ESG-funded activities shall utilize the Coordinated Entry System established by the CoC in a manner that promotes the following:

Comprehensive and coordinated access to assistance regardless of where an individual or family is located in the CoC Service Area. Local systems should be easy to navigate and have protocols in place to ensure immediate access to assistance for people who are experiencing homelessness or most at-risk; and

Prioritized access to assistance for people with the most urgent and severe needs, including, but not limited to, survivors of domestic violence. ESG-funded activities shall seek to prioritize people who:

Are unsheltered and living in places not designed for human habitation;

Have experienced the longest amount of time homeless;

Have multiple and severe service needs that inhibit their ability to quickly identify and secure housing on their own; and

For Homeless Prevention activities, people who are at greatest risk of becoming literally homeless without an intervention and are at greatest risk of experiencing a longer time in shelter or on the street should they become homeless.

#### *B. "Housing First" Practices*

All ESG-assisted projects shall operate in a manner consistent with "housing first" practices as reflected in the CoC written standards and progressive engagement and assistance practices, including the following:

Ensuring low-barrier, easily accessible assistance to all people, including, but not limited to, people with no income or income history, and people with active substance abuse or mental health issues;

Helping participants quickly identify and resolve barriers to obtaining and maintaining housing;

Seeking to quickly resolve the housing crisis before focusing on other non-housing related services;

Allowing participants to choose the services and housing that meets their needs, within practical and funding limitations;

Connecting participants to appropriate support and services available in the community that foster long-term housing stability; and

Offering financial assistance and supportive services in a manner which offers a minimum amount of assistance initially, adding more assistance over time if needed to quickly resolve the housing crisis by either ending homelessness, or avoiding an immediate return to literal homelessness or the imminent risk of literal homelessness. The type, duration, and amount of assistance offered shall be based on an individual assessment of the household, and the availability of other resources or support systems to resolve their housing crisis and stabilize them in housing.

*C. Written Standards*

Funded activities must operate consistent with written standards currently adopted by the CoC and applicable to all similar activities. In general, written standards address such things as policies and procedures for evaluating eligibility, for targeting and prioritizing services, for length and terms of assistance, for coordination among services, and for participation in HMIS. Consult the federal regulations for what should be addressed in written standards for each activity.

In addition, State regulations require that written standards reflect Core Practices in California Code of Regulations [Section 8409](#), including:

Protocols for use of coordinated entry to promote comprehensive and coordinated access to assistance and prioritized access to assistance for people with the most urgent and severe need;

Use of “Housing First” and progressive engagement practices; and

Consistent program requirements governing decisions around type, duration, and amount of assistance provided if multiple Rapid Rehousing or Homeless Prevention programs are operated within the same Service Area.

For additional detail and instruction, consult California Code of Regulations [Section 8409](#).

### III. Ongoing Requirements

The following requirements must be met for continued funding:

#### A. *Match Requirements*

[Section 576.201](#) of ESG regulations requires a 100 percent (100%) funding match, however, to cover the match for County administrative costs, the match must be 103%. Subrecipients must match \$1.03 for each dollar of ESG funding provided by with funds from other public or private sources.

#### B. *Insurance Requirements*

Subrecipients must maintain insurance coverage as outlined above through the duration of the contract.

#### C. *Homeless Management of Information System Participation*

Subrecipients will assure compliance with all HUD record-keeping provisions, including use of the HMIS for clients served by ESG-funded programs. The cost of complying with this requirement must be reflected in the project budget.

#### D. *Recordkeeping*

Under ESG, subrecipients are also required to keep a record of clients who are screened and classified as ineligible. The ESG recordkeeping and reporting requirements state that for each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination. (See [24 CFR § 576.500\(d\)](#)).

### IV. Administration and Monitoring

County PLNR is the Administrative Entity and primary monitoring agency for projects/programs awarded through this NOFA, with assistance provided by the CoC.

Note the following project funding conditions:

#### A. *Grant Awards*

Under this NOFA, County PLNR will award ESG funds in the form of grants. It is estimated that it will take between two (2) to three (3) months before contract documents are executed. The actual time will vary according to the complexity of the approved project(s), environmental constraints, and contract negotiations.

#### B. *Disbursement of Funds*

County PLNR distributes funds through a reimbursement program. Expenses incurred prior to the effective date of the executed contracts are not eligible for reimbursement. Billings for reimbursement must be submitted in accordance with contract specifications, including applicable Office of Management and Budget (OMB) Circulars and [2 CFR 200](#).

*C. Funding Reallocations*

ESG funds are subject to strict expenditure requirements. The County PLNR reserves the right to reallocate funds from one (1) approved project to another or to a new activity, or to cancel fund reservations at its discretion if projects are not performing satisfactorily (in the sole opinion of HCD) or if there are anticipated funds that will not be spent prior to fiscal year end.

*D. Monitoring*

County PLNR reserves the right to monitor the program/project with assistance from the CoC for compliance with contract scope and ESG regulation compliance during the contract period.

**Section Five – Proposal Evaluation**

<b>PROJECT/PROGRAM PROPOSAL RANKING</b>	<b>Maximum Points</b>
<b>A. Project Need</b>	<b>30</b>
1. Target Population – Does the applicant describe why the proposed activity meets a high need in the community? Is data from the PIT provided and used to explain the need for the activity? Are the needs of the population or subpopulation described including how they are accessed and how the challenges and barriers will be overcome? Is the applicant targeting any subpopulations? If so, is the subpopulation targeting consistent with Core Practices?	15
2. Geographic Area – Does the applicant clearly describe the location it will serve? Will the project provide services to the entire CoC Service Area? Will the project provide more than one (1) high-priority service to the CoC Service Area? Will the project have the ability to deliver services to the Non-entitlement areas? Does the project benefit the needs of residents in the unincorporated areas? Does the applicant describe outreach and access activities?	10
3. Consolidated Plan – Does the applicant demonstrate how the proposal meets with the priorities outlined in the County of Kern 2020-2025 Consolidated Plan?	5
<b>B. Project Description</b>	<b>30</b>
1. Project Goals/Objectives/Activities – Does the applicant provide a complete description of the program?	15
2. Does the project benefit persons experiencing homelessness or at risk of homelessness?	10
3. Does the program/project align with one (1) or more <i>Kern County Homeless</i>	5
<b>C. Experience, Management and Staffing</b>	<b>20</b>
1. Agency/Program Experience – Does the applicant describe in detail the agency/program experience in developing, implementing and evaluating the proposed project or comparable project? Does the applicant provide methods and performance outcomes of participants for programs it currently administers?	10
2. Government Contracts – Does the applicant have any experience with government contracts for similar projects? Have there been any corrective actions and were they resolved? If none, does the applicant have other contracts for similar projects?	3
3. Core Practice- Does the applicant adequately meet or will meet the core practice requirements?	3
4. Collaboration- Is the applicant an active participant in the CoC?	2
5. Organizational/Staffing Chart – Did the applicant include an organizational/staffing chart? Does the chart illustrate organizational management, authority, and responsibility? Does the chart identify program staff (including title and FTE) and demonstrate the lines of accountability and reporting responsibility for the proposed project?	1
6. Position Descriptions – Does the applicant provide position descriptions for the proposed staffing of the project? Do the position descriptions reflect the proposed project? Does the applicant provide a résumé for the Executive Director/Chief Executive Officer? Does the résumé demonstrate capacity/experience to support the project?	1
<b>D. Fiscal Capacity</b>	<b>20</b>
1. Match – Does the applicant provide evidence of at least 103% Match?	5
2. Audited Financials – Does the applicant provide last two (2) fiscal years' Audited Financial Statements of the entire organization with the applicable notes, Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards and Independent Auditor's Statement of Findings and Questioned costs?	5



3 ESG Cost Allocation Plan – Does the applicant provide a detailed cost allocation plan that clearly demonstrates how direct and indirect costs are shared between the project and other agency projects? Is it consistent with 2 CFR 200?	10
<b>E. Total</b>	<b>100</b>

## ***Section Six – Application***

County of Kern Planning and Natural Resources Department (County PLNR)

U.S. Department of Housing and Urban Development Emergency Solutions Grants (ESG) – 2021 Funding Passed Through the State of California

Project Title:

Provide a brief description of the project proposal:

Street Outreach \$  
Emergency Shelter \$  
Rapid Re-Housing \$  
Homelessness Prevention \$  
HMIS \$  
Total Funding Requested \$

Legal Name of Applicant:

DBA:

Tax ID Number (EIN):

DUNS No. (9 digits):

Print Name of Authorized Official:

Contact Person:

Contact Person's Title:

Organization Address:

Phone:

Fax:

Email:

ORGANIZATIONAL STATUS (Check all that apply):

Yes  No

Non-Profit Organization

Yes  No

Government/Public Entity

Yes  No

Faith-Based

Yes  No

Does your organization expend \$750,000 or more a year in federal funds?

Yes  No

Is your organization an existing or past recipient of ESG funding?

GENERAL PROJECT INFORMATION

NOTE: Applications for major rehabilitation, renovation, or conversion will not be accepted at this time.

A. Check all of the following service areas to be met by the proposed project:

Homeless Services  Senior Services  Job/Education Training

Homeless Prevention  Emergency Food Asst.  General Low-Mod Income

Serves Physically/Mentally Disabled  Serves Victims of Domestic Violence

Other \_\_\_\_\_

B. Check all of the ESG services, by eligible activity type, to be met by proposed project:

**Street Outreach (specify below):**

Engagement  Case Management  Emergency Health Services

Emergency Mental Health Care  Client Transportation  Services for Special Populations

**Emergency Shelter (specify below):**

Child Care  Case Management  Education Services

Job Skills Training  Legal Services  Life Skills Training

Employment Assistance  Client Transportation  Services for Special Populations

Outpatient Health Services  Mental Health Services  Substance Abuse Treatment Services

**Rapid Re-Housing (specify below):**

Rental Application Fees  Security Deposits  Last Month's Rent  Utility Deposits

Utility Payments  Moving Costs  Short-Term Rental Asst.  Credit Repair

Payment of Rental Arrears  Legal Services  Medium-Term Rental Asst.  Mediation

Housing Search/Placement  Housing Stability Case Management

Attach pages as necessary to describe the following:

C. Project Description

1. Provide a complete description of the project/program. Include overall goals, specific objectives to be met, activities to be undertaken, and how program outcomes will be measured.

2. Describe how the project/program benefit persons experiencing homelessness or at risk of homelessness.

3. Describe how the project/program aligns with one (1) or more of the Bakersfield Kern Regional Homeless Collaborative objectives.

D. Project Need

Target Population – Describe why the proposed activity meets a high need in your community. Provide data from the most recent PIT and explain how the data supports your analysis of need for the proposed activity. Describe the population(s) your activity will serve, and what the need is for that population(s) to be served relative to others. Describe how you will address the needs of the population including how the challenges and barriers they face will be overcome. If the program is targeting any subpopulation(s), explain why they are in need of targeting. Describe how the target population or subpopulation are accessed and if the subpopulation targeting is consistent with Core Practices ([State Regulations 8408](#) and [8409](#)).

Note: State regulations prohibit subpopulation targeting with ESG funds in homeless prevention and rapid re-housing programs except if documentation of all of the following is provided to the State HCD prior to the award of funds for these activities: (1) that there is an unmet need for these activities for the subpopulation proposed for targeting, and (2) that there is existing funding in the CoC Service Area for programs that address the needs of the excluded populations for these activities.

Geographic Area – Describe the characteristics of the population to be served (e.g. youth, seniors, persons with disabilities, etc.) and the geographic area to be benefited. Describe how your agency will facilitate outreach and access to the geographic area to be served. It is important to also attach a map (e.g. Thomas Bros. Map) showing the project location and draw a line on the map outlining the boundaries of the geographic area served.

Consolidated Plan – Describe how your project is consistent with the priorities outlined in the County of Kern 2020-2025 Consolidated Plan. Identify which of the Consolidated Plans goal(s) and objective(s) your project will help accomplish. Identify which special needs and disabled population(s) will be served in accordance with the Consolidated Plan.

## PROJECTED OUTCOMES

Provide the projected performance data for each ESG activity. Emergency Shelter projects should provide the performance data in both Chart A and B.			
Chart A			
	Activity	Projected Number of Persons Served	Projected Number of Households Served
	Emergency Shelter		
	Street Outreach		
	Homelessness Prevention		
	Rapid Rehousing		
Chart B			
	Total Number of Cribs		
	Total Number of Beds		
	Total Bed Capacity		0
<b>Household:</b> A household is defined as an individual or a family that will be served during the duration of the grant. For projects that serve single individuals, the household is the same as the individual. For projects that serve couples, families with children, and other multi-person households, the household outcome should be based on the head of household.			

## APPLICANT EXPERIENCE

Attach pages as necessary to describe the following:

Describe in detail the organization's experience in developing, implementing and evaluating the proposed project or comparable projects. Provide methods for generating programs currently being administered and the performance outcomes of current participants.

Describe in detail the organization's experience with government contracts including any corrective action that may have been taken.

Describe your agency's participation in the CoC including voting eligibility, the number of meetings attended, and any sub-committees participated in between January 1, 2020 to present.

Complete the applicable Core Practice Table (Exhibit 4) for the primary activity being requested in this application.

Provide a complete organizational/staffing chart that illustrates organizational management, authority, and responsibility. Identify program staff (including title and FTE) and demonstrate the lines of accountability and reporting responsibility for the proposed project.

Describe position descriptions for the proposed staffing of the project and include a resumes of staff and consultants assigned to the project including the Executive Director/Chief Executive Officer.

## FISCAL CAPACITY

Provide evidence of at least 103% match. In accordance with [24 CFR § 576.51](#), all agencies awarded ESG funds, must provide evidence of 100% match funds with each Request for Funds. An additional 3% match is required to match County administrative costs. Matching contributions may be obtained from any source, including Federal sources other than the ESG program, as well as state, local, and private sources. In order to meet the matching requirement, the matching contributions must meet the following criteria:

1. The recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match ESG funds.
2. If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirements under this section.
3. Contributions used to match a previous ESG grant may not be used to match a subsequent ESG grant.
4. Proof of match funds must be provided prior to the signing of the grant agreement.
5. Cash match contributions must be expended within the expenditure deadline in [§576.203](#).
6. Non-cash contributions must be made within the expenditure deadline in [§576.203](#). *Non-cash contributions* are the value of any real property, equipment, goods, or services contributed to the sub-recipient's ESG program. To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated and approved by County PLNR to establish the fair market value.

Provide last two (2) fiscal years' Audited Financial Statements of the entire organization with the applicable notes, Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards and Independent Auditor's Statement of Findings and Questioned Costs.

Fiscal Years	Allocation	Expended	Goal for # Served	Actual # Served	Project Name/ Description
2016-2017 ESG <input type="checkbox"/> CDBG <input type="checkbox"/>	\$	\$			
2017-2018 ESG <input type="checkbox"/> CDBG <input type="checkbox"/>	\$	\$			
2018-2019 ESG <input type="checkbox"/> CDBG <input type="checkbox"/>	\$	\$			
2019-2020 ESG <input type="checkbox"/> CDBG <input type="checkbox"/>	\$	\$			

Has the proposed project been previously funded by any ESG or Community Development Block Grant (CDBG) funds?

Yes                       No                                       N/A- New Program

If yes, please indicate the award year, allocation, expended amount, service goal/ actual, and project name/description in the above table.

## CERTIFICATIONS & SIGNATURE

### COMPLIANCE WITH DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned acknowledges and certifies that the employees to be engaged in the performance of this grant at the Place or Places of Performance, hereinafter defined, will comply with the Drug-Free Workplace Act of 1988. The agency also agrees to obtain signed certifications by each employee and new hire that certifies that the employee will comply with the Act, and the agency will maintain these certifications on file and make them available for review pursuant to the terms and conditions relative to record keeping and monitoring, as will be defined in the resolution governing any future grant awards.

### COMPLIANCE WITH OTHER FEDERAL AND STATE REQUIREMENTS

The undersigned acknowledges and certifies that the organization will comply with all applicable State and Federal requirements as reflected in 24 CFR Part [576.404](#), [576.406](#), [576.407](#), and [576.408](#) regarding the following: Conflict of Interest; Lobbying Requirements, Uniform Administrative Requirements; Procurement of Recovered Materials; Displacement, Relocation and Acquisition; and Relocation Assistance for Displaced Persons.

In addition the undersigned acknowledges and certifies that the organization prohibits discrimination accordance with Title VI of the Civil Rights Act of 1964.

It is further certified that this organization has reviewed its projects, programs, and services for compliance with all applicable regulations contained in Section 504 of the Rehabilitation of 1973, as amended, and the Americans with Disabilities Act of 1990.

### CONFIDENTIALITY REQUIREMENTS

The undersigned certifies that the organization will adopt policies and procedures which meet at least the minimum standards for protecting the confidentiality of information as set forth in the State and Federal ESG requirements as reflected in [24 CFR Part 576.500](#).

## CERTIFICATION OF HOMELESS MANAGEMENT INFORMATION SYSTEMS (HMIS) PARTICIPATION REQUIREMENTS

The undersigned acknowledges and certifies that the organization will participate in the congressionally mandated HMIS database system that has been implemented by the CoC. It is further certified that this organization agrees to comply with Federal Register 4848-N-02, which states that recipients of McKinney-Vento HUD funds, including the ESG program, must provide certain data on homeless clients served through a centralized HMIS database. The organization understands that they will be contacted by the HMIS System Administrator to secure licenses, software and training for this database. The undersigned understands that participation in the HMIS database system will be at their own cost in order to meet this mandated requirement. (Note: Domestic Violence shelters will not be required to participate in the HMIS database system but must agree to enter client data into a comparable database as required by [24 CFR Part 576](#).)

## DISCHARGE PLANNING

Local governments receiving ESG funds must make every effort to develop, to the maximum extent practicable and where appropriate, practices and protocols to insure that publicly funded institutions, such as health care facilities, foster care and other jails/corrections programs located in the local government's jurisdiction do not discharge persons to the streets or otherwise result in homelessness for this vulnerable population.

## PERFORMANCE STANDARDS

The undersigned acknowledges and certifies that programs and services funded through the ESG program will be designed to assist the local CoC and County PLNR in meeting performance outcomes adopted by the CoC. The undersigned further understands that performance objectives, outcomes and measures will be used to demonstrate how activities funded with the ESG program are helping local CoC to meet their goals. The undersigned also agrees to provide County PLNR and the local CoC copies of reports obtained from HMIS which will be used to determine whether or not the agency is meeting objectives, and will provide completed Quarterly and Annual Reports to County PLNR upon request.

## CERTIFICATION OF SUBMISSION

The undersigned hereby acknowledges and certifies that the Board of Directors of the applying organization endorses this Application to be submitted to County PLNR and State HCD for funding consideration in the current Fiscal Year. The undersigned further certifies that the organization submitting this Application is: 1) a nonprofit, government, or faith based organization; 2) tax-exempt, if applicable; 3) incorporated in the State of California; and 4) has complied with all applicable laws and regulations pertaining to same. The undersigned hereby commits the organization to provide Eligible Activities in accordance with this Application for State HCD ESG program funds. The undersigned further commits that the organization will submit required reports and draw reimbursement requests within the timeframes provided by County PLNR once funds are awarded. The undersigned further commits that the organization will develop written policies and procedures, which include the written standards provided as part of this submission, prior to receiving State HCD ESG funds. The undersigned further commits that the organization will agree that all relevant federal, state and local regulations and other assurances as required by County PLNR, including all guidelines, definitions, and limitations set forth in ESG Program Guidelines, will be adhered to at all times. The undersigned hereby confirms that the organization is fully capable of fulfilling the obligations as cited in this Application, and that the organizations Board of Directors, or equivalent, has reviewed and approved submittal of this Application, as reflected in the Resolution to be submitted as Attachment A.



The undersigned further confirms that the organization understands that any approval of the Application is conditional pending the final approval of State HCD ESG funding by County PLNR, acceptance of the funding by the County of Kern, and execution of an agreement by the County with the organization. Applicant acknowledges that only an executed agreement with the County of Kern authorizes the initiation of project services or activities eligible for reimbursement. The undersigned certifies under penalty of perjury that all statements made in this proposal are true and correct to the best of the undersigned's knowledge.

Authorized Signature [Board Officer]

Typed Name

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Title

Date Signed

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# **EXHIBIT 1**

## 2021 HUD Income Limits for the County of Kern

	Family Size							
INCOME	1	2	3	4	5	6	7	8
Very Low Income (50% of AMI)	\$24,400	\$27,900	\$31,400	\$34,850	\$37,650	\$40,450	\$43,250	\$46,050
Extremely Low Income (30% of AMI)	\$14,650	\$16,750	\$18,850	\$20,900	\$22,600	\$24,250	\$25,950	\$27,600

# **EXHIBIT 2**

## *Sample Board Resolution*

[Letterhead of Applicant]

### RESOLUTION OF BOARD OF DIRECTORS OF

\_\_\_\_\_  
WHEREAS, this entity has a minimum of four directors who constitute a quorum for conducting organization business; the organization conducts quarterly board meetings; quarterly financial statements are reviewed by the board; and, the executive director and other paid staff do not serve as voting board members;

WHEREAS, is a [Status of Corporation; i.e., A Nonprofit Public Benefit Corporation, qualified pursuant to the provisions of Internal Revenue Code Section 501 (c) (3), etc.];

WHEREAS, , recognizes that the community at large, and especially low-income residents have many diverse needs for social, housing, education and otherservices;

WHEREAS, , is committed to effectively serving the communities referenced in the prior recital; and

NOW THEREFORE BE IT RESOLVED as follows:

1. That \_\_\_\_\_ is committed to providing safe, decent and affordable housing for persons of very low, low and moderate-income levels;
2. That on or about \_\_\_\_\_, 20\_\_\_\_, the Board of Directors voted to authorize the \_\_\_\_\_ [title of person authorized], or his designee, to apply for and accept assistance of the \_\_\_\_\_ Project, for the purpose of obtaining a grant to provide for the \_\_\_\_\_ [purpose; i.e., service provision, etc.] of the Project, in an amount not to exceed (\$ ) from the County of Kern.
3. That the Board of Directors further voted to authorize the \_\_\_\_\_ [title of person], or his designee, to execute any and all documents required by the County of Kern, to document and secure its grant.
4. That the Board of Directors further authorized the [title of person], or his designee, to perform all acts and to do all things necessary, in the opinion of the County of Kern, to implement the funding and making of the grant.

I, the undersigned, certify that this Resolution was adopted at regularly or specially noticed meeting of the Board of Directors on \_\_\_\_\_, 20\_\_\_\_, at which a quorum of the Board of Directors was present, and at which the requisite percentage of the quorum voted to adopt the Resolution and that the Resolution has not been rescinded, modified or canceled as of the date of my execution of the same and that it remains in full force and effect as of this date. I further understand that the County of Kern Planning and Natural Resources Department is relying on the validity of this Resolution in taking the actions to process and approve the application package.

I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at [location], California.

By:  
Title:

# **EXHIBIT 3**

*ESG Project/Program Budget Example Format*

APPLICANT:

PROGRAM NAME:

Sources of Funds	HUD ESG Funds	Applicant's Funds	Other Sources (List each separately)	Other Sources (List each separately)	TOTAL
Uses of Funds:					
Street Outreach <sup>1</sup> : Service					
Service Activity:					
Service Activity:					
Emergency Shelter <sup>1</sup> : Operational					
Operational Activity:					
Operational Activity:					
Homelessness Prevention Activity:					
Activity:					
Activity:					
Rapid Re-Housing Assistance Activity:					
Activity:					
Activity:					
HMIS <sup>2</sup> Activity:					
TOTAL:					

Notes: HCD permits a maximum of 60% of the total grant for street outreach and emergency shelter activities combined. A maximum of 10% of ESG funds may be used for actual costs for HMIS activities.

# **EXHIBIT 4**

## *Core Practice Tables*

ESG State Regulation section [8409](#) contains the Core Practices which fall into three primary areas: Coordinated Entry Process (section 8409(a)); “Housing First” Practices (section 8409(b)); and Progressive Engagement (section 8409(b) (6)).

### Instructions:

Complete the Core Practice Table on the following pages that is applicable to the primary activity being requested in this application. Indicate the frequency with which the practices described in the Core Practice Table are implemented within your program.

## Emergency Shelter

### *Coordinated Entry, Housing First and Progressive Assistance Practices*

<b>Coordinated Entry Participation and Program Screening, Triage and Access</b>	<i>Always; Fully Implemented</i>	<i>Sometimes; Seeking to Fully Implement</i>	<i>Not Currently; Seeking to Implement</i>
A. All referrals to the program, including screening for program eligibility and prioritization, occur according to the CoC's Coordinated Entry system protocols.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. All people requesting shelter are screened for other safe and appropriate housing options (temporary or permanent) and resources to obtain/maintain their housing. People who have other safe and appropriate housing options or resources are diverted away from emergency shelter and instead offered problem-solving assistance and immediate linkage to homelessness prevention assistance, as needed, desired, and available.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. All people requesting shelter are also screened for critical health and safety needs to identify people with more severe service needs and provide an appropriate response.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Program admission is prioritized for people with the most urgent and severe needs (as defined in § 8409. Core Practices).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Access to emergency shelter is provided without preconditions, such as sobriety or ability to pay program fees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Program participants are referred to other forms of homeless assistance in the CoC service area according to the CoC's Coordinated Entry system procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Housing First, Progressive Engagement &amp; Assistance Practices</b>	<i>Always; Fully Implemented</i>	<i>Sometimes; Seeking to Fully Implement</i>	<i>Not Currently; Seeking to Implement</i>
G. Participants and staff understand that the primary goals of the emergency shelter are to: <ul style="list-style-type: none"> <li>• Provide temporary accommodation that is safe, respectful, and responsive to individual needs; <i>and</i></li> <li>• Re-house participants in permanent housing as quickly as possible, regardless of other personal issues or concerns.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Participants are expected to be actively working on re-housing plans and engaging in related assistance to overcome immediate and direct barriers to securing housing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Participant assessment focuses on: <ul style="list-style-type: none"> <li>• Immediate health and safety needs relevant to providing temporary accommodations; <i>and</i></li> <li>• Information relevant to securing housing, including: participant preferences; factors that would cause a landlord to reject the person's application (past evictions, criminal history, etc.); factors that directly led to housing instability or homelessness in the past (failure to pay rent, lease violations, etc.); and other information necessary to link participants to financial assistance and housing-related resources.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Participants are assisted with creating and updating individualized Housing Plans designed to re-house and stabilize participants as quickly as possible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

K. Staff helping to re-house participants are aware of and know how to access a wide array of housing options (public/private, subsidized/unsubsidized, all local permanent supportive housing, etc.) directly or through the CoC's coordinated entry system to help participants achieve their Housing Plan goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L. Participants are provided or connected to housing location and placement assistance, including financial assistance formove-in costs, to achieve their Housing Plan goals. Assistance is provided: <ul style="list-style-type: none"> <li>• For all participants who cannot otherwise exit on their own;</li> <li>• Without additional preconditions, such employment orsobriety;</li> </ul> and <ul style="list-style-type: none"> <li>• With understanding that housing may cost greater than 30% of participant income and be precarious.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. Staff are aware of and know how to access other community resources (e.g., legal services) that can help participants achieve their housing placement and stabilization goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N. Participation in services unrelated to obtaining permanent housing is voluntary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O. Exits to other homeless situations are avoided, even when program rules are violated. People who pose an imminent risk of harm to themselves or others may be exited to more appropriate assistance, such as a more intensive program, hospital, or other emergency responder.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P. Participants only move to other emergency shelter or transitional housing when: <ul style="list-style-type: none"> <li>• They desire and choose;</li> <li>• More appropriate to meet their health and safety needs (e.g., persons in early recovery; domestic violence survivors; those who need special accommodations); and</li> <li>• No permanent housing solution (with or without supportive services) is currently available that is a similar or better match for their preferences and needs.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Street Outreach**  
***Coordinated Entry, Housing First and Progressive Assistance Practices***

<b>Coordinated Entry Participation and Program Screening, Triage and Access</b>	<i>Always; Fully Implemented</i>	<i>Sometimes; Seeking to Fully Implement</i>	<i>Not Currently; Seeking to Implement</i>
A. Outreach is comprehensive and coordinated with other CoC assistance and the CoC's Coordinated Entry system to assure access to assistance regardless of where an individual or family is located in the CoC's Service Area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. The program accepts referrals through the CoC's Coordinated Entry system and triages referrals according to the CoC's Coordinated Entry system procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. All people contacted through outreach are screened as soon as possible for critical health and safety needs to identify people with the most severe service needs (including people who are chronically homeless and/or with active mental health or substance abuse issues) and provide an appropriate response.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Program admission is prioritized for people with the most urgent and severe needs (as defined in § 8409. Core Practices).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



E. Program participants are referred to other forms of homeless assistance in the CoC service area according to the CoC's Coordinated Entry system procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Program participants are provided access to emergency shelter, permanent housing, and services without preconditions such as sobriety, service participation, or minimum income.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Housing First &amp; Progressive Engagement &amp; Assistance Practices</b>	<i>Always; Fully Implemented</i>	<i>Sometimes; Seeking to Fully Implement</i>	<i>Not Currently; Seeking to Implement</i>
G. Participants and staff understand that the primary goals of street outreach are to: <ul style="list-style-type: none"> <li>• Provide access to emergency shelter and services; <i>and</i></li> <li>• Re-house participants in permanent housing as quickly as possible, regardless of other personal issues or concerns.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Participants are expected to be actively working on re-housing plans and engaging in related assistance to overcome immediate and direct barriers to securing housing. Participation in other services is voluntary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Participant assessment focuses on: <ul style="list-style-type: none"> <li>• Immediate health and safety needs; <i>and</i></li> <li>• Information relevant to securing shelter and/or housing, including: participant preferences.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Participants are assisted with creating and updating individualized Housing Plans designed to access emergency shelter and/or re-house and stabilize participants as quickly as possible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Staff helping participants are aware of and know how to access emergency shelter, transitional housing, and a wide array of housing options (public/private, subsidized/unsubsidized, all local permanent supportive housing, etc.) directly or through the CoC's coordinated entry system to help participants achieve their Housing Plan goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L. Participants are provided or connected to housing location and placement assistance, including financial assistance for move-in costs, to achieve their Housing Plan goals. Assistance is provided: <ul style="list-style-type: none"> <li>• Without additional preconditions, such as employment or sobriety; &amp;</li> <li>• With understanding that housing may cost greater than 30% of participant income and be precarious.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. Staff are aware of and know how to access other community resources (e.g., legal services) that can help participants achieve their housing placement and stabilization goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N. Participation in services unrelated to obtaining permanent housing is voluntary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Rapid Re-Housing**  
*Coordinated Entry, Housing First and Progressive Assistance Practices*

<b>Coordinated Entry Participation and Program Screening, Triage and Access</b>	<i>Always; Fully Implemented</i>	<i>Sometimes; Seeking to Fully Implement</i>	<i>Not Currently; Seeking to Implement</i>
A. All referrals to the program, including screening for program eligibility and prioritization, occur according to the CoC's Coordinated Entry System protocols.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. All people who are literally homeless who cannot quickly secure housing on their own or with another form of assistance are screened for and offered rapid re-housing assistance, to the extent they are eligible and assistance is available.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. Program admission is prioritized for people with the most urgent and severe needs (as defined in § 8409. Core Practices).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Program participants are referred to other forms of homeless assistance in the CoC service area according to the CoC's Coordinated Entry system procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Program participants are provided access to rapid re-housing assistance without preconditions, such as sobriety or minimum income level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Housing First, Progressive Engagement &amp; Assistance Practices</b>	<i>Always; Fully Implemented</i>	<i>Sometimes; Seeking to Fully Implement</i>	<i>Not Currently; Seeking to Implement</i>
F. Participants and staff understand that the primary goal of rapid re-housing is to end homelessness and move participants to permanent housing as quickly as possible, regardless of other personal issues or concerns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Participant assessment focuses on barriers to obtaining and/or maintaining housing (e.g., past rental/credit/criminal history, current income, legal issues, knowledge of tenant rights and responsibilities, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Participants are assisted with creating and (for ongoing assistance) updating individualized Housing Plans, designed to re-house and stabilize participants as quickly as possible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Participants are provided assistance to locate and obtain permanent housing, financial assistance for move-in and stabilization costs, and housing case management in order to achieve their Housing Plan goals. This includes assistance to address tenancy problems that may jeopardize housing. Assistance is provided: <ul style="list-style-type: none"> <li>• Without additional preconditions, such as employment or sobriety; and</li> <li>• With understanding that housing may cost greater than 30% of participant income and be precarious.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Staff helping participants are aware of and know how to access a wide array of housing options (public/private, subsidized/unsubsidized, all local permanent supportive housing, etc.) to help participants achieve their Housing Plan goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Staff are aware of and know how to access other community resources (e.g., legal services, subsidized childcare) that can help participants achieve their housing placement and stabilization goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L. Participation in services unrelated to obtaining or maintaining permanent housing is voluntary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# **EXHIBIT 5**

## **Indemnification and Insurance**

SUBRECIPIENT agrees to indemnify, defend, and hold harmless COUNTY and the STATE OF CALIFORNIA and their agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives, from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, costs of staff time, and investigation costs) of whatever kind or nature which arise out of or are in any way connected with any act or omission of SUBRECIPIENT or its officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of SUBRECIPIENT by any person or entity.

SUBRECIPIENT acknowledges that SUBRECIPIENT, and all contractors hired by SUBRECIPIENT to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("**IRCA**"). SUBRECIPIENT is and shall remain in compliance with the IRCA and shall ensure that only contractors hired by SUBRECIPIENT to perform services under this Agreement are in compliance with the IRCA. In addition, SUBRECIPIENT agrees to indemnify, defend, and hold harmless the COUNTY, its agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives, from any liability, damages or causes of action arising out of or relating to any claims that SUBRECIPIENT's employees or the employees of any contractor hired by SUBRECIPIENT, are not authorized to work in the United States for SUBRECIPIENT or its contractor and/or any other claims based upon alleged IRCA violations committed by SUBRECIPIENT or its contractor(s).

SUBRECIPIENT in order to protect COUNTY and the STATE OF CALIFORNIA and their board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of SUBRECIPIENT's actions in connection with the performance of SUBRECIPIENT's obligations, as required in this Agreement, shall secure and maintain insurance as described below. SUBRECIPIENT shall not perform any work under this Agreement until SUBRECIPIENT has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, SUBRECIPIENT shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination

provisions shown thereon. The SUBRECIPIENT shall promptly deliver to COUNTY a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to COUNTY not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. SUBRECIPIENT shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by SUBRECIPIENT or COUNTY as an additional insured.

Workers' Compensation and Employers' Liability Insurance Requirement - In the event SUBRECIPIENT has employees who may perform any services pursuant to this Agreement, SUBRECIPIENT shall submit written proof that SUBRECIPIENT is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

SUBRECIPIENT shall require any contractor or sub-contractor to provide workers' compensation for all of the contractor's or sub-contractor's employees, unless the contractor's or sub-contractor's employees are covered by the insurance afforded by SUBRECIPIENT. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, SUBRECIPIENT shall provide and/or require each contractor or sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

SUBRECIPIENT shall also maintain employers' liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

Liability Insurance Requirements:

SUBRECIPIENT shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of SUBRECIPIENT's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. SUBRECIPIENT shall maintain the Products- Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned

vehicles used in the performance of services pursuant to this Agreement with combined limits for Bodily Injury and Property Damage liability of at least one million dollars (\$1,000,000) each occurrence.

The Commercial General Liability and Automobile Liability Insurance required herein shall include an endorsement naming the COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on ISO form CG 20 10 Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the COUNTY Risk Manager.

If any of the insurance coverages required under this Agreement is written on a claims-made basis, SUBRECIPIENT at its option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

Cancellation of Insurance — The above stated insurance coverages required to be maintained by SUBRECIPIENT shall be maintained until the completion of all of SUBRECIPIENT's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. SUBRECIPIENT shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-; VII" rating. Any exception to these requirements must be approved by the COUNTY Risk Manager.

If SUBRECIPIENT is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, SUBRECIPIENT shall provide coverage equivalent to the insurance coverages and endorsements required above. COUNTY will not accept such coverage unless COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by SUBRECIPIENT is equivalent to the above-required coverages.

All insurance afforded by SUBRECIPIENT pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by COUNTY. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the COUNTY and/or the STATE OF CALIFORNIA.

Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve SUBRECIPIENT for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

Failure by SUBRECIPIENT to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by SUBRECIPIENT. COUNTY, at its sole option, may terminate this Agreement and obtain damages from SUBRECIPIENT resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to SUBRECIPIENT, COUNTY shall deduct from sums due to SUBRECIPIENT any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to SUBRECIPIENT pursuant to this Agreement is insufficient to reimburse COUNTY for the premiums and any associated costs, SUBRECIPIENT agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve SUBRECIPIENT of its obligation to obtain and maintain the insurance coverages required by this Agreement.

#### Subcontractor Requirements

If SUBRECIPIENT hires a consultant to provide professional services, such as counseling or substance abuse treatment services, under this Agreement, SUBRECIPIENT shall require its consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

During the construction of the Activity, SUBRECIPIENT shall require that all contractors hired by SUBRECIPIENT to perform work on the Activity Premises maintain the following insurance coverages at all times during the performance of said work:

Commercial General Liability Insurance including Products- Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles, with combined limits for Bodily Injury and Property Damage liability of at least one million dollars (\$1,000,000) each occurrence.