

**February 8, 2019**

**PUBLIC NOTICE**  
**Monterey/San Benito Counties (CA-506) Continuum of Care**  
**NOTICE OF FUNDING AVAILABILITY (NOFA)**  
**Homeless Emergency Aid Program (HEAP) Funds**



**NOFA and Application can be accessed at  
[chspmontereycounty.org](http://chspmontereycounty.org) in the CoC Funding/HEAP section**

The deadline for submitting applications is 5:00 p.m. on **April 1, 2019**. Applications received after the deadline will not be considered.

**Questions**  
Contact Katherine Thoeni at 831-883-3080 or  
[chspmontry@aol.com](mailto:chspmontry@aol.com)

## PUBLIC NOTICE

### Monterey/San Benito Counties (CA-506) Continuum of Care

#### NOTICE OF FUNDING AVAILABILITY (NOFA) Homeless Emergency Aid Program (HEAP) Funds

##### **PROGRAM DESCRIPTION**

The Leadership Council, which serves as the Continuum of Care (CoC) Board, is pleased to announce the availability of Homeless Emergency Aid Program (HEAP) grant funding. HEAP is a block grant program designed to provide immediate and direct assistance to those impacted by the homeless crisis in Monterey or San Benito Counties. HEAP funding is intended to provide funding to deliver immediate assistance to homeless persons within the CoC. The HEAP statute mandates that 50 percent of the awarded funds must be contractually obligated by January 1, 2020. Additionally, 100 percent of the funds must be expended by June 30, 2021.

Eligible activities include, but are not limited to: expansion of homeless bed inventory through new emergency shelters, warming shelters, transitional or other housing; operating and/or supportive services for new homeless beds; rental assistance, rapid rehousing, eviction prevention and/or move-in assistance; street outreach programs, health and safety education services and criminal justice diversion programs; housing navigation, landlord mitigation programs, targeted case management and other related activities

The shelter crisis declaration pursuant to Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code is required for all cities and counties that wish to have HEAP funded projects in their jurisdiction or unincorporated area. Jurisdictions or unincorporated areas that do not declare a shelter crisis may be able to have certain HEAP funded services in their geographic areas such as street outreach or housing navigation services, but will not be eligible for capital (construction, rehab, acquisition) projects.

##### Approved Shelter Crisis Declarations by Jurisdiction

- Marina
- Monterey
- Salinas
- Hollister
- King City
- Monterey County
- San Juan Bautista
- Sand City

- San Benito County
- Seaside

**ADMINISTRATOR**

The administrator of the funds is an “Administrative Entity (AE)” An AE means a unit of general purpose government or a nonprofit organization that has previously administered Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by the Continuum of Care to administer program funds. The Leadership Council has designated the Coalition of Homeless Services Providers (CHSP) to serve as Administrative Entity for the HEAP process with the Monterey County Department of Social Services (MCDSS) designated to serve as Fiscal Partner to CHSP.

**SCHEDULE OF EVENTS**

RFP & Application Released	February 8, 2019
Public Notice Period	February 8, 2019 through February 27, 2019
Mandatory Bidders Conference	February 28, 2019
Applications Due	April 1, 2019

**DEADLINE**

The deadline for submitting applications to CHSP is 5:00 p.m. on April 1, 2019. Applications received after the deadline will not be considered.

**MANDATORY BIDDERS CONFERENCE**

A mandatory workshop will be held from 1:00 to 3:00 p.m. on February 28, 2019 at 220 12<sup>th</sup> Street, Marina, CA (Martinez Hall) to assist applicants with the application process. Applications received from organizations that do not attend the Bidders Conference will not be considered for funding.

**FOR FURTHER INFORMATION**

The NOFA and application will be available for download on February 8, 2019 at [www.chspmontereycounty.org](http://www.chspmontereycounty.org) in the “CoC Funding-HEAP” section. For information on the NOFA process, please contact Katherine Thoeni at (831) 883-3080 or email: [chspmontry@aol.com](mailto:chspmontry@aol.com). CHSP staff will be able to provide general clarification on the content of this NOFA, but will not provide assistance to any applicant in preparing project proposals.

**ELIGIBLE APPLICANTS**

Eligible applicants for this funding opportunity will be accepted from any legally constituted entities that meet the following minimum eligibility requirements:

- Applicant must meet all licensing requirements that apply to its organization. Applicant must license, report and pay taxes to the State or Local Business License Entity, if they are required by the laws of those jurisdictions;
- Applicant must have a Federal Tax ID number/employer identification number (EIN) to facilitate payments;
- The applicant's status as a legal entity must be in good standing and must not have been revoked in the previous 3 calendar years;
- Applicant must be incorporated as a private non-profit corporation by the State of California and must have been granted a 501 (c) (3) tax exempt status by the United States Internal Revenue Service, the applicant's tax exempt status must be in good standing and must not have been revoked in the previous calendar year, OR;
- Applicant is a federally-recognized Indian tribe in the State of California, OR;
- Applicant is a jurisdiction, public department or agency or public corporation, commission, or other legal entity.

**AVAILABLE FUNDS**

The CoC expects to receive approximately \$11,879.987 million in HEAP funds for projects, services or programs to address community needs. The Leadership Council has prioritized funding levels for various categories and geographic areas. Available funding specifics as follows:

**Monterey County**

**\$10,008,889** funding available for HEAP related projects located and designed to serve homeless individuals and families in Monterey County San Benito County. Funding level percentages as follows:

\$1,008,888	Available for Service Related Projects (10% of available funding)
\$1,008,888	Available for Rental Assistance/Subsidies/Rapid-Rehousing Projects (10% of available funding)
\$6,505,777	Available for Capital Projects (65% of available funding)
\$1,008,888	Unaccompanied Homeless Youth (10% of available funding. May be a service related project, rental assistance/subsidy or capital project)
\$ 500,445	Category 3 Homeless Youth (maximum of 5% of available funding. May be a service related project, rental assistance/subsidy or capital project)

**San Benito County**

**\$1,871,098** funding available for HEAP related projects located and designed to serve homeless individuals and families in San Benito County. Funding level percentages as follows:

\$1,315,435	Available for Service Related Projects (70% of available funding)
\$ 75,000	Available for Rental Assistance/Subsidies/Rapid-Rehousing Projects (4% of available funding)
\$ 200,000	Available for Capital Projects (11% of available funding)

\$ 187,109	Unaccompanied Homeless Youth (10% of available funding. May be a service related project, rental assistance/subsidy or capital project)
\$ 93,554	Category 3 Homeless Youth (maximum of 5% of available funding. May be a service related project, rental assistance/subsidy or capital project)

Additional Funding Information

- A minimum of 10% of available HEAP funds must be used to establish or expand services meeting the needs of unaccompanied homeless youth (18-24)
- A maximum of 5% of available HEAP funds may be used to establish or expand services meeting the needs of families with dependent minors who have experienced a long term period without living independently in permanent housing, have experienced persistent instability as measured by frequent moves over such period or doubled/tripled up. This is known as Category 3 homeless under other federal statutes. It is important to understand that funding to this population is not guaranteed and is an option only.

**EXPENDITURE OF HEAP FUNDS-BUDGETING TIMELINE**

The HEAP statute mandates that 50 percent of the awarded funds must be contractually obligated by January 1, 2020. Additionally, 100 percent of the funds must be expended by June 30, 2021. Proposed program/project budgets should be calculated as a 24-month budget.

**RENEWAL FUNDING**

HEAP funds are considered as a one-time only opportunity. Applicants should take this into consideration when developing programs/projects.

**MATCHING REQUIREMENTS**

Matching funds are not required for HEAP funding.

**DEFINITION OF ELIGIBLE ACTIVITIES**

Services are defined as; street outreach, health and safety education, criminal justice diversion, prevention services, housing navigation, supportive services for new homeless beds and other related activities.

Rental Assistance/Subsidies/Rapid-Rehousing is defined as; housing identification combined with rental assistance/subsidies/rapid-rehousing, move-in assistance, rental assistance, rapid rehousing, landlord mitigation programs and other related activities.

Capital is defined as acquisition, rehabilitation, construction or long-term leasing. Capital funds may be used to develop emergency shelters, warming shelters, transitional, permanent supportive housing or other related activities.

**HOMELESS DEFINITIONS**

HEAP funds are designed to serve homeless individuals and families. Specific homeless definitions are defined as:

### Literally Homeless

- Has been residing in a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings such as vehicles, abandoned buildings, the street, parks, bus station, etc.;
- Is living in a supervised publicly or privately operated shelter, designated to provide temporary living arrangements including congregate shelters, hotels, motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations or transitional housing
- Is exiting an institution where he or she resided 90 days or less and prior to admission resided in a shelter or place not meant for human habitation;

### Imminent Risk of Homelessness

- Loss of the primary nighttime residence within 14 days of the application for homeless assistance. Verified by court order resulting from an eviction action notifying the individual/family they must leave within 14 days or credible evidence indicating the owner/renter of the housing will not allow household to remain more than 14 days;
- Certification that no subsequent residence is identified;
- Certification or written documentation of a lack of resources or support networks needed to obtain other permanent housing

### Fleeing Domestic Violence

- Has certified that she/he or the family is actively fleeing domestic violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence, that she/he or the family has no other residence, and lacks the resources and support networks needed to obtain housing.

### Homeless under other federal statutes

- Homeless families and youth who have experienced a long-term period without living independently in permanent housing, have experienced persistent instability as measured by frequent moves over such period or doubled/ tripled up. This is known as Category 3 homeless under other federal statutes.

## **OTHER PROJECT/PROGRAM REQUIREMENTS**

Housing First and Low Barrier Requirement: All projects approved for HEAP funding must adhere to Housing First principals. Housing First is an approach to quickly and successfully connect households experiencing homelessness to services, programs, and housing options without preconditions and barriers to entry. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to housing entry. Housing First projects strive to offer housing and service options that meet the unique needs of each household requesting services and that participants are

offered the services that they identify as important to them. The core features of Housing First include:

- Few to no prerequisites to programs such as demonstration of sobriety, completion of treatment programs or agreeing to comply with treatment.
- Low barrier admission policies which are designed to “screen in” rather than screen out participants with the greatest barriers to housing such as having no or very low income, poor rental history, or criminal histories.
- Supportive services are voluntary but can and should be used to persistently engage participants to ensure housing stability-services are proactively offered to help achieve and maintain housing stability but are not a condition of tenancy. Harm reduction, trauma informed, and motivational interviewing may be useful.
- Practices and policies to prevent lease, eviction or program exits; for example, alcohol or drug use are not considered program violations unless such use results in disturbances to neighbors or other participants or is associated with illegal activity.

Indirect Costs: Project applicants that intend to charge indirect costs must clearly state in the project application the rate of distribution base the project intends to use. If the project applicant has a federally negotiated indirect cost rate, the project applicant must include a letter or other documentation from the cognizant agency showing the approved indirect rate. If the project applicant does not have a federally negotiated indirect cost rate, a maximum of 10% of HEAP funding may be targeted to indirect costs.

Homeless Management Information Systems (HMIS) Participation: All HEAP funded projects and programs are required to participate the local HMIS program and comply with HMIS related policies and procedures. HMIS is a technology system used to collect client-level data on the provision of housing and services to homeless individuals and families. HEAP funded projects are responsible for the costs incurred of HMIS participation. HMIS related costs may only be applied to the indirect line item of proposed budgets.

The Coalition of Homeless Services Providers (CHSP) serves as the lead agency for the local HMIS program.

Coordinated Assessment and Referral System (CARS) or Coordinated Entry System (CES): All HEAP funded transitional, permanent, permanent-supportive and rapid rehousing projects must only accept homeless participants through the local Coordinated Entry System. Coordinated entry processes help communities prioritize assistance based upon vulnerability and severity of service needs to ensure that people who need assistance the most can receive it in a timely manner. HEAP funded projects are responsible for ensuring appropriate staff attend Coordinated Entry System trainings.

The Coalition of Homeless Services Providers (CHSP) serves as the lead agency for the local Coordinated Entry program.

Deed Restrictions: HEAP funded capital projects for construction, acquisition or rehabilitation will require a ten (10) year deed restriction (covenants, conditions and restrictions). These funded projects must utilize land/property/buildings for the approved HEAP contracted activity for the ten-year duration. Deed restrictions must be recorded in closing documents with copies provided to CHSP. HEAP specific deed restriction documentation will be waived in the event that the specific project is already under a deed restriction from another funding source for a time frame that meets or exceeds the ten (10) year period. In these cases, the project applicant is directed to include documentation of current deed restriction in the submitted project application.

Site Control: Applicants must demonstrate site control for capital projects. Site control can be documented by a recorded deed, lease agreement, memorandum of understanding between all parties or other related documentation.

Zoning and Permitting Approval: Applicants must demonstrate zoning approval for capital projects or describe the intended process to obtain approvals.

Community Support: Applicants must provide documentation of community support for capital projects. Documentation may include letters of support, meeting or forum minutes, sign in sheets or related material.

Prevailing Wage: HEAP funds are considered public funds and will trigger prevailing wage requirements for capital projects. Prevailing wage requirements will be waived only in the event that the applicant is able to clearly document a legal reason for waiver. It is recommended that the applicant consult with an attorney and/or the Department of Industrial Relations to make a final determination on paying state prevailing wages. If waiver is requested, the project applicant is directed to include clear documentation that outlines the legal rationale for the waiver in the submitted project application.

Program Participant Rents: HEAP funded transitional, permanent supportive and other permanent housing programs are required to have signed occupancy agreements or leases (or subleases) with program participants residing in housing. Transitional, permanent supportive and other permanent housing projects may charge program participants monthly rent pursuant to CFR 578-77. HEAP funded projects are not required to impose rents on program participants as a condition of residing in the housing. However, if rents are imposed, they may not exceed the highest of: 30 percent of the household's adjusted monthly income; or, 10 percent of the households total monthly income; or, if a household is receiving payments for welfare assistance from a public agency and a part of the payment is specifically designated by the agency to meet the household's housing cost, the portion of the payment that is designated for housing costs.

Performance Measures: HEAP funded projects will have quarterly reporting requirements to ensure program/project success. The Administrative Entity is committed to assisting programs, so all projects are successful and meet all local and state needs and requirements. Thus the reporting is one of the components to help ensure success. Contracts funded through this RFP process will be expected to demonstrate results, including measurable success towards moving

people experiencing homelessness into emergency, transitional, permanent supportive or any type of stable housing.

Performance measures may include the following, as well as other performance measures defined by the applicant for the specific project. Some additional measures may be identified by the Administrative Entity, as requirements from the BCSH department in the State of California, as part of the standard funding agreement. There is no way the Administrative Entity is able to predict what additional requirements may be made by BCSH in the future.

At this time, the reporting requirements will include, but not be limited to:

- Contract expenditures
- Unduplicated number of homeless persons served with demographic data included
- Number of instances of service per unduplicated homeless persons served (units of service or encounters)
- The number of unsheltered homeless persons becoming sheltered with specific destination data
- The number of homeless persons entering permanent housing with specific destination data
- Documentation of milestone achievements for capital projects
- Progress made toward local homelessness goals
- Major accomplishments and success stories.

Billing: HEAP funded projects will provide billing invoices with associated documentation to the Administrative Entity by the 10<sup>th</sup> day of the month for expenses incurred for the previous month. If billing information is complete and received in a timely manner, the HEAP funded organization can expect payment within a minimum of 30 and maximum of 60 days. Capital project billing and payment may be directly tied to milestone accomplishment which will be included in the contract negotiation process. Expenses incurred prior to contract execution are not eligible for payment through HEAP funds.

Ability to Enter and Comply with Additional Contractual Agreement: See provisions contained in Exhibit C (Sample HEAP Contract).

**RIGHT TO RESERVE:** Projects, scopes of work, percentage allocation and budgets are subject to modification and/or negotiation based Leadership Council direction.

**NOTICE REGARDING POTENTIAL REALLOCATION OF FUNDS:** The HEAP program allows CoCs to reallocate funds from non- and/or under-performing projects to higher priority community needs that also align with local priorities and goals. The process of reallocation is led by the Leadership Council. In addition to poorer performing projects, the Leadership Council will take into consider under-spending of program funds when making reallocation decisions. Any program that has consistently underspent its grant may face reallocation for the portion of the grant it has not spent. This is to ensure that this funding is kept in the community, rather than being returned to the state treasury. The Administrative Entity will notify any program at risk of reallocation for under-spending in advance.

### **APPLICATION INSTRUCTIONS**

Completed applications are due by 5:00 p.m. on April 1, 2019.

A completed application consists of the following:

- One completed entity cover sheet and general application information
- One completed project narrative for each proposed project
- One completed project budget for each proposed project.
- One completed budget narrative for each proposed project
- Agency budget for 2018-2019. If the applicant is a City, Town or County Department, please provide Departmental or Program Budget
- Completed Project Budget
- Complete Budget Narrative
- Board of Directors Roster with Affiliations. Waived for City/County Government applicants.
- Verification of legal entity status
- Statement of Financial Position & Statement of Activities for the most recently completed fiscal year. Waived for City/County Government applicants.
- A copy of the agency's most recent fiscal year-ending 990 report or equivalent
- A copy of the agency's most recent independent audit report, including management letter(s). Waived for City/County Government applicants.
- Agency Organizational Chart. If the applicant is a City, Town or County Department, please provide Departmental or Program organizational structure.
- Job Descriptions for any HEAP funded Positions
- Documentation of federally approved indirect percentage if applicable
- Documentation of site control for Capital projects. Site control can be documented by a recorded deed, lease agreement, memorandum of understanding between all parties or other related documentation.
- Deed Restriction waiver documentation if applicable
- Prevailing Wage waiver documentation if applicable
- Zoning and Permitting Approval documentation if applicable
- Documentation of community support for Capital projects
- Preliminary design sketches for Capital projects, if available

## FORMAT INSTRUCTIONS

1. Applicants should complete only **one Entity Cover Sheet and General Application form**, and should complete **one Project Narrative for each project requested for funding**. Each Project Narrative includes a set of application questions specific to the project and related budget forms. For example, if an applicant is applying for three separate projects, it should submit one Entity Cover Sheet and General Application form, three Project Narratives (one for each project) and three budgets and budget narratives in addition to other required materials.
2. Applicants should enter responses directly into each application or form. There is no need to create additional documents unless they are attachments.
3. Applications will be rated only on the information requested and outlined in this Request for Proposal, including any clarifying information requested by the Administrative Entity. Do not include a cover letter, brochures, or letters of support unless specifically directed to do so. Applications that do not follow the required format may be deemed ineligible and may **not** be rated or considered for funding.
4. Narrative responses should be provided in standard format (one inch margins, single spacing, Times New Roman and size 11-point font)
5. Project Narratives may not exceed a total of 8 pages for Services and Rental Assistance and Subsidy projects and a total of 10 pages for Capital projects. Pages which exceed the page limitation will not be included in the rating.

## METHOD OF SUBMISSION

Completed applications, and all required attachments, must be submitted electronically in PDF via email to: [chspmontry@aol.com](mailto:chspmontry@aol.com). Applicants should include "HEAP APPLICATION" in the email subject section. Applicants should retain a copy of the email which documents the date and time the application was sent. Applications may also be submitted in hardcopy form. Hard copied applications should be placed in a manila envelope clearly labeled "HEAP Application" and hand delivered to the office of: Coalition of Homeless Services Providers, 220 12<sup>th</sup> Street (Martinez Hall), Marina, CA 93933. As with email submissions, hand delivered applications must be received by 5:00 p.m. on April 1, 2019.

## SELECTION PROCESS

This RFP is competitive. All interested parties must submit a complete application by the deadline to be considered for funding. All completed applications submitted on or before the deadline that meets eligibility requirements will be reviewed and individually scored by members of the rating panel.

Applications not meeting requirements of minimum eligibility or application completeness will be deemed ineligible and will be eliminated from further consideration. The Administrative Entity reserves the right to seek clarification and accept or waive nonmaterial irregularities or informalities in determining if an application is eligible.

Eligible and complete applications will be rated based on the criteria for providing the required services. The Administrative Entity reserves the right to contact the primary agency contact person to clarify application contents. The Administrative Entity also reserves the right to schedule and conduct interviews/site visits with some or all applicants prior to forwarding funding recommendations to the Leadership Council.

Each application will have a maximum score of 120 points

<b>Service Related &amp; Rental Assistance/Subsidies/Rapid-Rehousing Projects</b>	<b>Maximum Points</b>
General Applicant Information	20
Project Overview and Population	20
Program Description	30
Budget	15
Goals and Outcomes	25
Past Performance and Data Collection	10

<b>Capital Projects</b>	<b>Maximum Points</b>
General Applicant Information	20
Project Overview and Population	10
Program Description	35
Budget	20
Goals and Outcomes	25
Past Performance and Data Collection	10

Following the rating process, including interviews if any, the rating panel will forward its funding recommendations to the Leadership Council for the final decision regarding awards.

Notification of awards will be sent to the Executive Director of the applicant agency (or similar level agency management staff indicated on the application cover sheet) by the Administrative Entity. Following award notification, the Administrative Entity will coordinate and schedule activities related to contact negotiation and execution.

Due to the competitive nature of this RFP, beyond any scheduled information sessions offered by the Administrative Entity, no individual technical assistance will be provided until the appeals process has closed.

The Leadership Council reserves the right to make an award(s) without further discussion of the proposal submitted. Therefore, the application should be submitted on the most favorable terms. If the application is selected for funding, applicants should be prepared to accept the proposed terms for incorporation into a contract resulting from this RFP.

The Leadership Council also reserves all rights not expressly stated in the RFP, including making no awards, awarding partial funding, or increasing funding based on budget availability, and negotiating with any proposer regarding the funding amount and other terms of any contract resulting from this RFP.

**Rating Panel Membership:** The Administrative Entity will recruit 5-7 members who are:

- Knowledgeable about homelessness and housing in the community and who are broadly representative of the relevant sectors, subpopulations, and geographic areas
- “Neutral,” meaning that they are not employees, staff or otherwise have a business or personal conflict of interest with the applicant organizations;
- Familiar with housing and homeless needs within the local Continuum of Care; and
- Willing to review projects with the best interest of homeless persons in mind.

**Rating Panel Responsibilities:** To serve on the Rating Panel, members must:

- Sign a statement declaring that they have no conflict of interest and a confidentiality agreement
- Be appointed and have their eligibility verified and approved by the Administrative Entity
- Be able to dedicate time for application review and meetings as directed by the Administrative Entity

Prior to each application review and rank process, the Administrative Entity will provide training to Rating Panel members. The training includes the following:

- Information regarding homeless activities, needs, services, definitions and other issues that are pertinent to the CoC
- A background of the local process
- The role of the Rating Panel
- Review of the scoring tools, applications, and resources.

## **APPEALS PROCESS**

All eligible applicants have the opportunity to appeal funding decisions.

The Appeals Committee

The Appeals Committee will be comprised of four (4) impartial members of the Leadership Council: 3 members will be Appeals Committee voting members and one will be a non-voting member.

- The three voting members will not have participated on the original Rating Panel.
- The non-voting member must be a member of the original Rating Panel.
- No member of the Appeals Committee may have a conflict of interest with any of the agencies applying for HEAP funding. All members of the Appeals Committee must sign conflict of interest and confidentiality statements.
- The role of the Appeals Committee is to read and review only those areas of the application that are being appealed.

### Eligible Appeals

- A Project Applicant may appeal an application if the application was not approved for funding and can show, with evidence, that they were directly aggrieved in connection with the proposal process or award of contracts.
- Project applications that were not received by the required due date are not eligible for an appeal.
- Project Applicants that have been found not to meet the threshold requirements are not eligible for an appeal.
- Project Applicants that did not participate in the mandatory Bidders Conference (technical assistance session) are not eligible for an appeal.
- Appeals cannot be based upon the judgment of the Rating Panel.

### The Appeals Process

- Any and all appeals must be received in writing within three (3) business days of the announcement of project selection.
- All notices of appeal must be based on the information submitted by the application due date. No new or additional information will be considered. Omissions to the application cannot be appealed.
- All notices of appeal (one original and four copies) must be submitted to:

Coalition of Homeless Services Providers/HEAP Administrative Entity  
Martinez Hall  
2201 12<sup>th</sup> Street, Marina CA 93933  
831-883-3080  
Email: [chspmontry@aol.com](mailto:chspmontry@aol.com)

- The notice of appeal must include a written statement specifying in detail the grounds asserted for the appeal. The appeal must be signed by an individual authorized to represent the sponsor agency (i.e., Executive Director)/Project Applicant. The notice of appeal is limited to one single spaced page in 12-point font.

- The appeal must include a copy of the application and all accompanying materials submitted to the Rating Panel. No additional information can be submitted.
- All valid appeals will be read, reviewed, and evaluated by the Appeals Committee.
- The Appeals Committee will meet to deliberate the appeal.
  - All Project Applicants appealing the Rating Panel-recommended decision will be timely notified in writing and invited to attend any appeal. They may make a 10-minute statement regarding the appeal.
  - The Appeals Committee will review the rankings made by the Rating Panel only on the basis of the submitted project application, the one page appeal, any statements made during the appeal process, and the material used by the Rating Panel. No new information can be submitted by the Project Applicant appealing or reviewed by the Appeals Committee.
  - The decision of the Appeals Committee must be supported by a simple majority vote.
- The appealing agency will receive a written decision of the Appeals Committee within two (2) business days of the Appeals Committee Meeting.
- The decision of the Appeals Committee will be final.

**SAMPLE HEAP CONTRACT-Exhibit C**

GENERAL DESCRIPTION.

1.01 The Coalition of Homeless Services Providers (hereinafter "The Coalition") hereby engages \_\_\_\_\_ (hereinafter "CONTRACTOR") to perform, and CONTRACTOR hereby agrees to

perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: \_\_\_\_\_.

**(The Exhibit A referenced above is the Scope of Work exhibit which is required in all agreements.)**

1.02 This Agreement is a Three-way agreement between The Coalition of Homeless Services Providers, CONTRACTOR, and The County of Monterey (hereinafter "The County"). The Coalition is the recipient of the HEAP funds thereby acting as the Administrative Entity. The Coalition has subcontracted with the County of Monterey to act as the fiscal agent to disburse funds when authorized by the Coalition through a certified invoice. The County of Monterey has no authority to authorize payment of services rendered by CONTRACTOR except by the Coalition's certification of invoices.

1.03 *DESCRIBE HEAP PROGRAM either in this section or in the Exhibit A, Scope of Work.*

#### PAYMENT PROVISIONS.

- 2.01 The Coalition shall authorize the County to pay the CONTRACTOR by a certified invoice in accordance with the payment provisions set forth in this Agreement. The total amount payable by the Coalition, through the County to CONTRACTOR under this Agreement shall not exceed the sum of \$\_\_\_\_\_. County shall not be liable for any payments unless authorized by The Coalition's certification of CONTRACTOR's invoice.
- 2.02 The contract amount shall remain firm for the initial term of the Agreement. The Coalition does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.03 CONTRACTOR shall submit invoices monthly to the Coalition no later than the 10<sup>th</sup> day of the month for services performed in the prior month. The invoice shall set forth the itemized based amounts claimed by CONTRACTOR for the previous period.
- 2.04 The Coalition shall certify the invoice, either in the requested amount or in such other amount as the Coalition approves in conformity with this Agreement, and shall promptly submit such invoice to the County of Monterey for payment. The County of Monterey will submit the invoice for payment through the Auditor-Controller. The Auditor-Controller will pay the amount certified within 30 days of receiving the certified invoice.

#### TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from \_\_\_\_\_ to \_\_\_\_\_, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by The Coalition, the CONTRACTOR, and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 3.02 The Coalition and The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

#### INDEMNIFICATION

- 8.01 CONTRACTOR and The Coalition shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, form and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of

persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's or The Coalition's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors. "The Coalition's performance" includes The Coalition's action or inaction and the action or inaction of The Coalition's officers, employees, agents and subcontractors.

#### INSURANCE REQUIREMENTS

##### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Coalition and Coalition shall direct such information to the County. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the Coalition and the County have approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

##### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

##### 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR and shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability.

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with the California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,00 each disease.

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not

less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the Coalition of Homeless Service Providers, its officers, agents, and employees as Additional Insured and the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and the Coalition and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by all parties, CONTRACTOR shall file certificates of insurance with the Coalition, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Coalition, annual certificates to the Coalition. If the certificate is not received

by the expiration date, Coalition shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County and Coalition, at their sole discretion, to terminate this Agreement immediately.

RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR or to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR or in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's and/or obligations under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least seven (7) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the seven (7) year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The Coalition and the County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR, and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be appropriate.

6.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by The Coalition pursuant to a contract with the state or federal government in which The Coalition is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, The Coalition will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
- 12.02 Parties are subject to HEAP funding requirements (Add a Link to the requirements, if available).
- INDEPENDENT CONTRACTOR.
- 13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the Coalition or the County. No offer or obligation of permanent employment with the Coalition or The County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from the Coalition or County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the Coalition and County harmless from any and all liability which Coalition or County may incur because of CONTRACTOR'S failure to pay such taxes.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the Coalition and the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the Coalition and the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County, the Coalition, and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County, The Coalition, or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

###