



December 9, 2025

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED RETROACTIVE AGREEMENT WITH THE CITY OF BAKERSFIELD
FOR THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM
(Fiscal Impact: \$1,924,302 Revenue; Federal; Budgeted; Discretionary)**

The purpose of this letter is to request your Board's approval of the proposed retroactive Agreement with the City of Bakersfield for the Housing Opportunities for Persons with AIDS (HOPWA) program, from July 1, 2025 through June 30, 2028, in an amount not to exceed \$1,924,302. This item is retroactive due to delays in receiving the Agreement documents from the City of Bakersfield.

The HOPWA program provides federal funding to eligible states, cities, and non-profit organizations to deliver housing assistance and supportive services for low-income individuals and families living with HIV/AIDS. Historically, HOPWA funding for the Department was provided directly by the California Department of Public Health. Beginning in Fiscal Year 2019-20, the State transitioned distribution of these funds to the City of Bakersfield. Under this Agreement, the City provides funding to the Department for delivery of housing resources, support services, and homelessness-prevention incentives for eligible individuals and families affected by HIV/AIDS.

County Counsel has reviewed and approved the Agreement as to form.

Therefore, IT IS RECOMMENDED that your Board approve the proposed retroactive Agreement with the City of Bakersfield for the Housing Opportunities for Persons with AIDS program, from July 1, 2025 through June 30, 2028, in an amount not to exceed \$1,924,302, and authorize the Chairman to sign.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Brynn Carrigan".

Brynn Carrigan
Director of Public Health Services

BNC:mm
Attachment
C: County Administrative Office

Grounded in Health

**COUNTY OF KERN PUBLIC HEALTH DEPARTMENT
AGREEMENT FOR HOUSING OPPORTUNITIES FOR
PERSONS WITH AIDS (HOPWA) PROGRAM**

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on NOV - 5 2025, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **COUNTY OF KERN, PUBLIC HEALTH DEPARTMENT**, a political subdivision of the State of California (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, the Congress of the United States has enacted the "AIDS Housing Opportunity Act" at 42 USC 12901 et. seq. of the Cranston-Gonzalez "National Affordable Housing Act" and amendments (referred to herein as "the Act"); and

WHEREAS, the Housing Opportunities for Persons with AIDS (HOPWA) program is authorized by the Department of Housing and Urban Development ("HUD") to provide States and localities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of persons with acquired immunodeficiency syndrome (AIDS); and

WHEREAS, CITY annually submits the required documents to HUD for receipt of a HOPWA Entitlement Grant (referred to herein as "Grant"); and

WHEREAS, California Government Code 53703 authorizes cities to participate in federally funded health, welfare, public works, and community-improvement programs, and empowers cities to contract with public and private agencies; and

WHEREAS, CONTRACTOR has operated the HOPWA program for CITY since 2008 by providing HOPWA services on behalf of CITY for use in the Bakersfield Eligible Metropolitan Statistical Area (EMSA); and

WHEREAS, on October 5, 2022, CITY and CONTRACTOR entered into Agreement No. 2022-202 to provide HOPWA services on behalf of CITY; and

WHEREAS, on December 18, 2024, CITY and CONTRACTOR entered into Amendment No. 2 to Agreement No. 2022-202 to add Fiscal Yearly (FY) 2024-2025 Grant funds for CONTRACTOR to continue to provide HOPWA services on behalf of CITY; and

WHEREAS, CONTRACTOR has \$810,895 unspent FY 2024-2025 Grant funds; and

WHEREAS, as part of the FY 2025-2026 HUD Action Plan, approved by CITY Council on April 23, 2025, CITY allocated \$1,113,406.74 in Grant funds for CONTRACTOR to provide HOPWA services on behalf of CITY; and

WHEREAS, CITY desires to assist CONTRACTOR by making Grant funding available for a portion of the costs associated with certain activities as are permitted for citizens in CITY's EMSA; and

WHEREAS, CITY shall not be obligated to disburse, or pay to, CONTRACTOR or any third party, any funds until and after CITY receives Grant funds from the federal government.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **DEFINITIONS.** Except as modified or supplemented by the Grant Agreement, entered into by CITY and HUD, any term defined in the Act, or HOPWA Program regulations at 24 CFR 574 et. seq., shall have the same meaning in this Agreement.
 - 1.1. "Program" means CITY's Community Development Program, and its administration.
 - 1.2. "Project" refers to activities to be carried out by CONTRACTOR and CONTRACTOR's subrecipients under the HOPWA Program, as more fully described in Schedule "A".
 - 1.3. "Fiscal Year" means a twelve-month period beginning July 1 and ending June 30 to coincide with CITY's budget year.
 - 1.4. "HOPWA Program" as defined in 24 CFR 574 et. seq. is defined as "activities or programs designed to provide services and increase access to decent, stable, and affordable housing for low-income persons living with HIV and AIDS and their families, including (but not limited to):
 - 1.4.1. Short-term rent subsidies to defray rent and emergency utility assistance for families;
 - 1.4.2. Hotel/motel voucher assistance;
 - 1.4.3. Care plan to address need for services, food, transportation as well as linkages into treatment and care for HIV/AIDS disease and other associated medical issues;
 - 1.4.4. Emergency mortgage assistance;
 - 1.4.5. Tenant Based Rental Assistance (TBRA) vouchers; and

1.4.6. Staff salaries necessary to provide the above services.

1.5. "Eligible Metropolitan Statistical Area" (EMSA) means a metropolitan statistical area that has a population of more than 500,000 and has more than 1,500 cumulative cases of AIDS.

1.6. "Eligible Person" shall mean a person with acquired immunodeficiency syndrome or related diseases who is a low-income individual and the person's family.

2. **SCOPE OF WORK.** CONTRACTOR will be responsible for administering the Project in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the Project will include the activities as outlined in **Schedule "A,"** attached hereto and incorporated by reference herein.

2.1. That portion of the scope of work related to the development and implementation of eligible HOPWA grant activities shall specifically comply with the requirements set forth in 24 CFR 574.300.

3. **COMPENSATION.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

(1) Compensation for all work, services or products called for under this Agreement shall consist of a reimbursement payment(s) not to exceed **ONE MILLION NINE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED ONE DOLLAR AND SEVENTY-FOUR CENTS (\$1,924,301.74)** in FY 2024-2025 and FY 2025-2026 HUD funding. FY 2024-2025 funds include **EIGHT HUNDRED TEN THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS (\$810,895)**. FY 2025-2026 funds include **ONE MILLION ONE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED SIX DOLLARS AND SEVENTY-FOUR CENTS (\$1,113,406.74)** after the Scope of Work is completed to CITY's satisfaction.

CITY will pay CONTRACTOR within thirty (30) days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. **In no case will CITY compensate CONTRACTOR more than \$1,924,901.74 for performing the Scope of Work.**

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4. **PAYMENT PROCEDURE.** CONTRACTOR shall be paid for services rendered after receipt of an itemized invoice for the work completed or services performed along with supporting documentation on a reimbursement form. Payment by CITY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by CITY of CONTRACTOR's itemized invoice cost basis and approved by CITY in accordance with the terms of this Agreement.
 - 4.1. **Disbursement of Funds.** CITY shall not be obligated to disburse, or pay to, CONTRACTOR or any third-party, any funds until and after CITY receives HOPWA funds from the federal government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CONTRACTOR or its subrecipients until CITY receives such funds. CONTRACTOR shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CONTRACTOR or any third party has detrimentally relied upon this Agreement.
 - 4.2. **HOPWA Activities.** CITY agrees to pay claims for payment directly to CONTRACTOR within thirty (30) days after CITY receives a satisfactory claim for payment. CONTRACTOR shall properly itemize and document claims for payment to clearly show the items, tasks, or services for which CONTRACTOR claims reimbursement as set forth in **Exhibit "A,"** attached hereto and incorporated by reference herein. CONTRACTOR shall also provide copies of receipts, invoices, or other documentation as appropriate to substantiate claim for payment of HOPWA Activities.
 - 4.3. **Grant Restrictions.** All amounts requested and used by CONTRACTOR shall conform to the restrictions of 24 CFR 574.300 et. seq.
5. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on June 30, 2028.
6. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten (10) days before the termination is effective.
7. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three (3) years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.

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8. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
9. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
10. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all municipal ordinances and state and federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
11. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
13. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
14. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
15. **EXECUTION.** This Agreement is effective upon the date first written above and is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

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16. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
17. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
18. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
19. **HOPWA REQUIREMENTS.** CONTRACTOR shall comply with all applicable laws and regulations governing the use of the HOPWA Funds, as set forth in 24 C.F.R. Part 574 et. seq. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the funds, the applicable laws and regulations govern. The laws and regulations governing the use of the Loan funds include, but are not limited to, the following: (i) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.
 - 19.1 **Documents and Records.** CONTRACTOR agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 24 CFR Part 84 and must not differ substantially from the methods used by CONTRACTOR to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY, HUD of the Controller General of the United States, or any authorized representative thereof, and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.
 - 19.2 **Client data.** CONTRACTOR shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but are not limited to, client name, address, income level or other basis for determining eligibility, ethnicity and description of service provided. Such information shall be made available to CITY or its designees for review upon request.

- 19.3 Close-Outs.** CONTRACTOR's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CITY), and determining the custodianship of records.
- 19.4 Audits and Inspections.** All CONTRACTOR records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by CONTRACTOR within thirty (30) days after receiving it. Failure of CONTRACTOR to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CONTRACTOR hereby agrees to have an annual audit conducted in accordance with current CITY policy concerning subrecipient audits and, as applicable, 24 CFR Part 84.
- 19.5 Nondiscrimination.** Not discriminate or segregate against any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the performance of this Agreement or use of the Property.
- 19.6 Miscellaneous.** CONTRACTOR shall execute **Exhibits A, B and C**, attached hereto and incorporated by reference herein, demonstrating compliance with certain regulation provisions.
- 20. INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
- 21. INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

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22. INDEPENDENT CONTRACTOR. This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

23. INSURANCE.

23.1 Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

23.1.1 Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

23.1.2 Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

23.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

23.1.2.2 Provide products and completed operations coverage;

23.1.2.3 Provide premises, operations, and mobile equipment coverage; and

23.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

23.1.3 Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

23.2 General Provisions Applying to All Insurance Types.

23.2.1 All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

23.2.2 All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.

23.2.3 The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

23.2.4 The insurance required in this section must be maintained

until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

23.2.5 Full compensation for all premiums which CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

23.2.6 It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

23.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

24. INTERPRETATION. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

25. KEY PERSONNEL. At request of CITY, CONTRACTOR shall name all key personnel to be assigned to the work set forth herein. CITY reserves the right to approve key personnel, which approval shall not be unreasonably withheld. Once the key personnel are approved CONTRACTOR shall not change such personnel without the approval of CITY.

25.1 Subcontracts. CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such contract.

25.2 CONTRACTOR will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

25.3 CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

- 25.4** CONTRACTOR agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.
- 25.5** CONTRACTOR shall undertake to ensure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.
- 26.** **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one (1) officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one (1) partner shall hold the required licenses or professional degrees.
- 27.** **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
- 28.** **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
- 29.** **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
- 30.** **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY: CITY OF BAKERSFIELD
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301**

**CONTRACTOR: Kern County Public Health Services Department
HOPWA Program
Attn: HIV/STD Program Manager
1800 Mount Vernon Avenue, 2nd Floor
Bakersfield, California 93306**

36. TITLE TO DOCUMENTS. All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
**COUNTY OF KERN, PUBLIC
HEALTH DEPARTMENT**

By: 
KAREN GOH
Mayor

By: _____
LETICIA PEREZ
Chairman, Board of Supervisors

APPROVED AS TO CONTENT:
**ECONOMIC & COMMUNITY
DEVELOPMENT DEPARTMENT**

APPROVED AS TO CONTENT:
PUBLIC HEALTH SERVICES DEPARTMENT

By: 
JENNIFER M. BYERS
Director

By: 
BRYNN CARRIGAN
Director


APPROVED AS TO FORM:

City Attorney: 
VIRGINIA GENNARO

Deputy County Counsel: _____
JENNIFER FEIGE

Insurance: TW

COUNTERSIGNED:

Finance Director: 
RANDY MCKEEGAN

Attachments: Schedule A
Exhibit "A"
Exhibit "B"
Exhibit "C"

SCHEDULE "A"

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM COUNTY OF KERN PUBLIC HEALTH DEPARTMENT

Purpose of Project

The Housing Opportunities for Persons with AIDS (HOPWA) Program was designed by the U.S. Department of Housing and Community Development (HUD) to provide resources and strategies to alleviate or prevent homelessness among persons living with HIV/AIDS and to ensure these households achieve and/or maintain housing stability and improve their access to HIV/AIDS care, treatment, and support.

Description of Services

A. HOPWA Services

County Public Health (CONTRACTOR) shall ensure funds are utilized through direct service or through subcontracting organizations in accordance with Code of Federal Regulations (CFR) Title 24 – Housing and Urban Development, Part 574); HUD Community Planning and Development Policies; HUD resource guides; current Office of AIDS (OA) HOPWA Application and Guidance; and OA Management Memoranda. The following describes each eligible program activity and its specific requirements:

- 1. Emergency Short-Term Rent, Mortgage and Utility Assistance (STRMU)**
 - a. STRMU is a limited subsidy or payment subject to a limited time period to prevent the homelessness of a household with at least one person living with HIV/AIDS.
 - b. Rent payment, rent subsidy limitations, and housing quality standard requirements do not apply to the STRMU program (Note: If an assessment of the beneficiary's living situation reveals that the unit he/she occupies is substandard or unaffordable, it should be addressed in the beneficiary's Individual Housing and Service Plan.)
 - c. Smoke Detectors. Beneficiaries must self-certify that their housing unit has a working smoke detector, or a home visit must be made to determine whether the unit has an operating smoke detector. CONTRACTOR must maintain records that working smoke detectors were verified either by beneficiary self-certification or a home visit conducted by CONTRACTOR.

- d. Lead-based paint requirements apply. Specifically, lead-based paint rules apply when:
 - 1) Housing to be assisted was constructed before 1978;
 - 2) Residents will include a pregnant woman or a child 6 years of age or younger; and
 - 3) The rent or mortgage assistance payments will exceed 100 consecutive days.
- e. The household must currently live in rented or mortgaged housing with written documentation verifying tenancy.
- f. In accordance with 24, CFR, Part 574, STRMU assistance may be provided to eligible households for a period of 21 weeks out of any 52- week period.
 - 1) The 52-week period is based on the program year of July 1 – June 30.
 - 2) The 21 weeks is tracked using calendar days of assistance. There are 147 calendar days in a 21-week period. This period does not require consecutive days.
- g. The following are uniform guidelines for establishing caps on STRMU:
 - 1) At a minimum, the annual per household amount for STRMU should be equivalent to at least one-month's HUD Fair Market Rent for a one-bedroom unit for the jurisdiction in which the household resides.
 - 2) A per household cap for utility assistance should not be less than the current utility allowances published by the local jurisdiction's housing authority.
 - 3) The household's ongoing housing needs are assessed in connection with the development of an Individual Housing and Service Plan for the household. The level of assistance is based on the assessed housing need.
 - 4) The time limitation or cap on funds is sufficient to avoid any continuing household housing crisis.
 - 5) The assistance is for actual costs.
 - 6) Other resources, such as household income, are not reasonably available to address the unmet housing need.
 - 7) Any process for waiving a cap or limitation must be expressed in writing and implemented in a uniform manner to all beneficiaries assisted.

2. Tenant-Based Rental Assistance (TBRA)

- a. TBRA is a rental subsidy provided to an eligible household to be used in an eligible unit chosen by the household. If the household moves, the rental subsidy remains with the household to be used in another eligible unit.

- b. CONTRACTOR is encouraged to establish a TBRA program if their HOPWA allocation is sufficient to operate this type of activity and there is evidence of a need for rental subsidies in their HIV/AIDS community.
- c. To develop a new TBRA program in your community, refer to the HOPWA Rental Assistance Guidebook located at: <https://files.hudexchange.info/resources/documents/HOPWARentalAssistanceGuidebook.pdf> as well as consult with City staff.
- d. Prior to establishing a new TBRA program, CONTRACTOR must submit a detailed program description to City to ensure compliance with TBRA program requirements, and linkage to supportive services.
- e. Maximum rent subsidies, tenant rent payment calculations, and habitability standards set forth in HOPWA regulation apply to TBRA.
- f. Shared housing arrangements are allowable (e.g., when two or more households share a home).

3. Facility-Based Housing

a. Project-Based Rental Assistance (PBRA)

- 1) May be permanent or transitional housing.
- 2) Rental subsidies provided to residents of certain units within a specific building. When the resident moves, the rental subsidy remains with the unit to be used by the next eligible beneficiary.
- 3) Requires some level of environmental review.
- 4) Shared housing arrangements are allowable (e.g., when two or more households share a home).
- 5) Maximum rent subsidies, tenant rent payment calculations, and habitability standards set forth in HOPWA regulation apply to PBRA.
- 6) To develop a new PBRA program in your community, refer to the HOPWA Rental Assistance Guidebook located at: <https://files.hudexchange.info/resources/documents/HOPWARentalAssistanceGuidebook.pdf> as well as consult with City staff.
- 7) Prior to establishing a new PBRA program, CONTRACTOR must submit a detailed program description for City review and approval to ensure compliance with PBRA program requirements, and linkage to supportive services.

b. Operating subsidies for HIV/AIDS supportive housing facilities

- 1) This activity pertains to the ongoing operations of a housing project that targets PLWHA. The housing facility may be emergency-based, transitional, or permanent housing and includes licensed and unlicensed HIV/AIDS facilities.
- 2) Costs include: security, operational costs (resident manager, maintenance person, etc.), supplies and materials, insurance, utilities, furnishings, maintenance, equipment and other incidental costs in providing housing to beneficiaries in these units.
- 3) NOTE: Supportive service costs associated with counseling programs, skills development, personal assistance, etc., are NOT counted under this category.
- 4) HOPWA regulation 24 CFR Part 574.340(a) categorizes any housing facility that meets the following criteria as a Community Residence: 1) lower cost residential alternative to institutional care; 2) prevents or delays a participant's need for institutional care; 3) provides a permanent or transitional residential setting to enhance the quality of life for beneficiaries who are unable to live independently; and 4) enables such persons to participate as fully as possible in the community.

A contractor operating a community residence must certify to the following:

- i. CONTRACTOR will, or has entered into a written agreement with a service provider that will provide services as required by 24 CFR Part 574.310(a) to eligible persons in the Community Residence;
 - ii. CONTRACTOR has analyzed the service level needed at the Community Residence, and CONTRACTOR, or its subcontracting service agency, will provide the needed services;
 - iii. CONTRACTOR, and/or its subcontracting service provider, is qualified to provide the services; and
 - iv. CONTRACTOR, and/or its subcontracting service provider, is qualified to provide the services.
- 5) Maximum rent subsidies, tenant rent payment calculations, and habitability standards set forth in HOPWA regulation apply to transitional and permanent housing facilities.

c. Short-term (emergency shelter) Supported Facility

- 1) Short-term facilities provide temporary shelter to eligible individuals to prevent homelessness and allow an opportunity to develop an

Individual Housing and Service Plan to guide beneficiary linkage to permanent housing.

- 2) Time limits: a short-term supportive housing facility may not provide residence for any individual for more than 60 days in any six-month period (24, CFR, Part 574.330(a)).
- 3) Residency limitation: a short-term supported facility may not provide shelter or housing at any single time for more than 50 families or individuals (24, CFR, Part 574.330(b)).
- 4) Case management: each assisted individual shall be provided with an opportunity to receive case management services from the appropriate social services agencies (24 CFR Part 574.330 (e)).
- 5) Placement in permanent housing: Each short-term facility must, to the maximum extent possible, offer individuals residing in such housing the opportunity for placement in permanent housing (24 CFR Part 574.330 (c)).

d. Hotel/Motel Voucher Assistance

This type of assistance may be provided for up to 60 days or more depending on client needs and available funding, if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by program participants.

4. Permanent Housing Placement Assistance

A supportive housing service that helps establish the household in the housing unit such as, first month's rent, reasonable costs for security deposits (not to exceed two months of rent costs), one-time utility hook-ups, and processing fees.

Prior to using funds for security deposit assistance, CONTRACTOR must obtain OA approval of the agency documents to notify landlords and beneficiaries of the refund policy as well as evidence of fiscal capacity to track security deposit refunds as program income and reuse for eligible HOPWA activities.

5. Housing Information Services

Housing information services include assistance with referrals to affordable housing resources, assistance in locating available, affordable, and appropriate housing units, working with property owners to secure units, homelessness prevention and other housing-related activities. Housing information services may also include fair housing counseling for people who have encountered discrimination on the basis of race, religion, sex,

- age, sexual orientation, national origin, familial status, or disability.
6. Supportive Services

All households receiving HOPWA housing assistance must be provided with appropriate supportive services. Supportive services may be funded through other resources or through linkage to other programs. HOPWA funds may also be used but should be limited.

OA policy requires that not more than 20% of CONTRACTOR's annual HOPWA allocation be used for supportive services. CITY will allow a waiver of the 20% cap if the enhanced level of supportive services will help beneficiaries overcome barriers to stable housing (e.g., more intensive housing case management, mental health or alcohol and substance abuse treatment, consumer credit counseling, job training, etc.).

The following are definitions of eligible supportive services. Any definitions provided through future HUD guidance will supersede these definitions.

a. Adult Day Care and/or Personal Assistance

- 1) Provision of community or home-based, non-medical assistance designed to relieve the primary caregiver responsible for providing day-to-day care of beneficiary.
- 2) Provision of services in the home by licensed health care workers, such as nurses.
- 3) Provision of services by a homemaker, home health aide, personal caretaker, or attendant caretaker. This definition also includes non-medical, non-nursing assistance with cooking and cleaning activities to help disabled beneficiaries remain in their homes.
- 4) Routine diagnostics testing administered in the home, and appropriate mental health, developmental, and rehabilitation services. Inpatient hospitals services, nursing home and other long-term care facilities are NOT included.

b. Alcohol and Drug Abuse Services

- 1) Provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) provided in an outpatient setting rendered by or under the supervision of a physician, or other qualified personnel.
- 2) Provision of treatment to address substance abuse problems (including alcohol and/or legal and illegal drugs) provided in an inpatient health service setting (short term).

c. Basic Telephone Service

Phone service that is determined to be needed to assist the beneficiary in accessing services, such as: maintaining consistent and accurate participation in medical treatment protocols, care, or other essential supportive services.

d. Housing Case Management

Key housing case management duties include, but are not limited to:

- 1) Initial comprehensive assessment of beneficiary needs and personal support systems;
- 2) Development of a comprehensive Individual Housing Service Plan for HOPWA beneficiaries including affordable, stable housing supportive services, and medical care;
- 3) Coordination of the services required to implement the comprehensive Individual Housing Service Plan;
- 4) Beneficiary monitoring to assess the progress and effectiveness of the comprehensive Individual Housing Service Plan;
- 5) Periodic re-evaluation and revision of the Individual Housing Service Plan as necessary;
- 6) Beneficiary-specific advocacy; and
- 7) Coordination of benefits.

e. Child Care

The provision of care for the children of HOPWA beneficiaries while the beneficiary attends medical or other appointments, HOPWA or Ryan White Program-related meetings, groups, or training. NOTE: This does not include child care while a beneficiary is at work.

f. Education, Training, and Employment Assistance

A range of beneficiary-centered services and training to assist beneficiaries in building employment and job readiness skills, such as assessment of skill levels, aptitudes, abilities, and support service needs; assistance with securing course tuition and on the job training materials; access to data banks of resumes and job postings, facilitating proper matches of workers with appropriate job openings; and placement assistance.

g. Life Skills Management

A range of beneficiary-centered services and training to assist beneficiaries build skills to better manage their lives. Examples include, but are not limited to psychosocial and interpersonal skills; anger management and

conflict resolution; communication skills; budgeting and money management; maintaining and operating a home (nutrition, cooking cleaning, etc.); self-evaluation skills, goal setting, etc.

h. Mental Health Services

Psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, conducted in a group or individual setting, and provided by a State licensed mental health professional, typically psychiatrists, psychologists, and licensed clinical social workers.

i. Meals/Nutritional Services

Food bank/home-delivered meals include the provision of actual food, meals, or nutritional supplements. It does not include financial assistance directly to beneficiaries to purchase food or meals. The provision of essential household supplies, such as hygiene items and household cleaning supplies is in this category.

j. Transportation

Transportation services provided directly by agency vehicles or through gas/taxi vouchers or bus tickets to a beneficiary so that he or she may access health care services or housing. CONTRACTOR will maintain records of all transportation vouchers or bus tickets/passes provided to beneficiaries and utilize all purchased vouchers or passes during the program year in which they were purchased.

7. Resource Identification

Activities under this category are specific to:

- a. Identifying housing resources and does not include housing referral services;
- b. Establishing, coordinating, and/or developing housing assistance resources for eligible persons;
- c. Hiring staff or consultants to develop the housing finance package for a specific housing project;
- d. Conducting preliminary research;

- e. Determining feasibility of specific housing-related initiatives; and
- f. Market studies.

8. Activity Delivery

- a. 24, CFR, Part 574.3 – Costs directly related to carrying out eligible HOPWA activities.
- b. Activity delivery costs must be reasonable and documented expenses.
- c. Activity delivery costs for housing assistance categories may include personnel and operating expenses associated with, but not limited to: publicizing the program; briefing applicants, participants, and rental property owners; receiving and reviewing household applications; determining and verifying household income and eligibility; setting up household files; tracking time limitations, conducting initial unit inspections; and certifying and documenting rent reasonableness, landlord lease negotiations and contracts, waiting list management, collaboration with service provider agencies, processing landlord subsidy payment checks or hotel/motel vouchers, travel and other operating expenses related to delivery of service. Operating expenses may include, but are not limited to office supplies, postage, prorated office rent, copies, and communication services.
- d. Activity delivery personnel costs for salary-based activities such as housing case management, or housing information services, may include the salary and benefits of supervisory staff associated with the delivery of the service and travel related to delivery of the activity. Activity delivery operating expenses include overhead costs such as office supplies, office rent, communication services, copies, etc.
- e. Administrative costs such as bookkeeping, and the compilation and reporting of data are not activity delivery costs.

9. Program Administration

- a. 24, CFR, Part 574.300(10)(ii) – CONTRACTOR may use up to 7% of the amounts received for program administration costs.
- b. 24, CFR, Part 574.300 – Administrative Costs are costs for general management, oversight, coordination, evaluation and reporting on eligible activities.

D. Contractor shall:

1. Ensure at least one employee completes and receives certification for HOPWA financial management online training.
2. Where required by HOPWA regulation, obtain approval to develop a housing project from the local government official in the jurisdiction where the activity is to be carried out (not applicable for beneficiary-based activities such as TBRA, STRMU, ongoing facility operation subsidies, supportive services, housing information, or resource identification).
3. Ensure HOPWA funds are not used to replace other amounts made available or designated by state or local governments through appropriations for use for the purposes of this program.
4. Enter into subcontract(s), when necessary, with housing and service agencies/providers for the provisions of HOPWA-eligible services and housing assistance.
5. Establish procedures and document selection criteria for housing and service providers to ensure compliance with all state and federal requirements for those HOPWA activities provided by subcontracting with service providers.
6. Ensure any subcontracted providers have the organizational and administrative capabilities to support the program services and activities. CONTRACTOR is responsible for quality assurance and utilization review activities for subcontracted HOPWA services.
7. Ensure any subcontracted providers have appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment available for the provision of services and practical support functions.
8. Establish an application-based intake process to ensure eligible HOPWA beneficiaries will be serviced.
9. Ensure an assessment of need and an Individual Housing and Service Plan is completed for every beneficiary receiving housing assistance.
10. Provide assistance only to households who are homeless or at risk of homelessness, here at least one household member has been diagnosed with the HIV disease or AIDS, and where the household is low-income as defined by HUD.

11. Make available appropriate supportive services to beneficiaries in HOPWA assisted housing. The supportive services may be funded through HOPWA or any other funding resource.
12. Charge no fee, except rent, to any eligible beneficiary for any housing or services provided with amounts under this program.
13. Assure all housing (except for the current residence of an eligible beneficiary seeking short-term rent, mortgage, and utility payments) meets the habitability standards set forth in HOPWA regulation.
14. Assure residents of rental housing assisted under the HOPWA program pay as rent, including utilities, an amount not to exceed the higher of:
 - 30% of monthly adjusted income (adjusted for age, medical expenses, size of household, and child care expenses);
 - 10% of monthly gross annual income; or
 - Welfare payments specifically designated to meet housing costs.EXCEPTION: These limits do not apply to residents receiving short-term rent, mortgage and utility assistance payments emergency shelter or hotel/motel vouchers or permanent housing placement assistance.
15. Ensure the protection of the beneficiary's privacy and confidentiality at all times as required by state and federal laws (including, without limitation, Health and Safety Code sections 120980, 121022 and 121025). CONTRACTOR and its employees (and the employees of any subcontractor as well) who will have access to confidential public health information shall be required to sign confidentiality agreements each year prior to being given access to the confidential information, as required by Health and Safety Code section 121022(f). In addition, federal law requires that individuals have a right of access, to inspect, and obtain a copy of their Protected Health Information (PHI) in a designated record set, for as long as the health information is maintained by a state health plan, state providers or business associates. There are limited exceptions to an individual's right of access PHI (45, CFR, 164.524).
16. Establish a process to ensure the confidentiality of the beneficiaries served under this program.
17. Establish a beneficiary grievance and appeals procedure.
18. Establish program termination policies in accordance with 24, CFR, Part 574.310(e).
19. Maintain a waiting list of applicants for assistance based on date and time

of application or other method approved by OA.

20. Cooperate and coordinate in providing assistance with the agencies of the relevant state and local governments responsible for services for eligible persons and other public private organizations providing services for such eligible persons.
21. Maintain records for a four-year period to document compliance with the provisions of the HOPWA program.
22. Collect and report data necessary to complete the HOPWA activity progress form as required by the HUD Integrated Disbursement and Information System (IDIS) and the HUD Consolidated Annual Performance and Evaluation Report (CAPER).
23. Collect and report financial and invoicing data necessary to complete the HOPWA IDIS fund disbursement process.
24. Comply with federal relocation laws in the event of tenant displacement from housing acquired or rehabilitated with HOPWA funds.
25. Comply with all other federal requirements set forth in the HOPWA Regulations 24, CFR, Part 574.

E. Monitoring Activities

CONTRACTOR shall:

1. Conduct site visits and document/monitor the activities of subcontracted agencies to ensure contractual compliance not less than once every year. For all deficiencies cited in CONTRACTOR's monitoring report, develop a corrective plan, submit to the CITY for approval, and implement the plan.
2. Provide any necessary assistance to CITY in carrying out CITY monitoring activities and inspection rights for both CONTRACTOR and subcontracted agencies, as provided in this agreement.
3. Make available to authorized CITY and/or federal representatives all records, materials, data information, and appropriate staff required for monitoring or inspection activities.
4. For all deficiencies cited in CITY's monitoring report, develop a corrective plan, submit to CITY for approval, and implement the plan. Provide the corrective plan to CITY within 30 days of receipt of the monitoring report.

F. Data Collection and Reporting Requirements

CONTRACTOR must ensure that CONTRACTOR and/or any subcontracting agency(ies) develop an ongoing assessment of the housing assistance and supportive services required by the participants (e.g., Individual Housing and Service Plans), including an annual assessment of their housing situation, an appropriate determination of rental subsidies or other support, and a report on the annual results of program activities under the HOPWA beneficiary outcome goals of achieving stable housing, reducing risk of homelessness and improving access to healthcare and other support for beneficiaries.

G. Additional Reporting Requirements

Acceptance of this agreement indicates CONTRACTOR's agreement to comply with future data and reporting requirements by CITY and/or HUD.

AIDS Regional Information and Evaluation system (ARIES)

ARIES is a centralized HIV/AIDS beneficiary management system that allows for coordination of beneficiary services and provides comprehensive data for program reporting and monitoring. HOPWA intake and assessment screens are available in ARIES, and HOPWA reporting capabilities will be available for ARIES users. All HOPWA contractors shall utilize ARIES for HOPWA.

HMIS

CONTRACTOR or subcontractor organizations with a priority mission to serve homeless persons and receive HOPWA funding are required by federal regulation to participate in their local HMIS. CONTRACTOR or subcontractor organizations with a priority mission to serve persons living with HIV/AIDS and periodically assist beneficiaries that are homeless are encouraged to participate in their local HMIS.

H. Estimated Fiscal Year 2025-26 HOPWA Program activities:

HOPWA Program Activity	Estimated Number of Households to be Assisted with HOPWA in Fiscal Year 2025-26
Short-term Rent, Mortgage and/or Utility assistance (STRMU)	82
Tenant-Based Rental Assistance (TBRA)	55
Facility-Based Housing – Project Based Rental Assistance (PBRA)	0
Facility-Based Housing – Leasing Costs for	38

Hotel/Motel Assistance	
Transitional Facility-Based Housing - Operational Subsidies	0
Permanent Facility-Based Housing - Operational Subsidies	0
Facility-Based Housing – Stewardship Units (acquired or rehabbed with HOPWA but no ongoing subsidies being used)	0
Permanent Housing Placement Assistance (e.g., security deposits, first month's rent, utility hook-up fees, credit checks.)	17
Housing Information Services (housing counseling, referral, outreach)	170
Supportive Services	150

EXHIBIT "A"

INVOICING AND BUDGET DETAIL

- 1. Invoicing and Payment
 - A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CITY agrees to compensate CONTRACTOR for actual expenditures incurring in accordance with the budget below.
 - B. Invoices must include the Agreement Number and program Name and must be submitted not more frequently than monthly.
 - C. Request for payment shall require, at a minimum, submittal to CITY of the following completed documents: cover letter on CONTRACTOR letterhead requesting payment; completed payment request form (attached as Exhibit 1); and copies of all applicable invoices.

- 2. Budget Detail

The following tables are the estimated line-item budget costs for FY24-25 and FY25-26 funds:

FY24-25 HOPWA BUDGET	
STRMU (KERN & CSV)	\$ 294,460.83
Tenant-Based Rental Assistance (HACK)	\$ 440,000.00
Facility-Based Housing Operations (Kern & CSV)	\$ 83,987.43
Supportive Services (Kern & CSV)	\$ 108,236.74
Housing Information Services (Kern & CSV)	\$ 67,704.24
Permanent Housing Services (Kern & CSV)	\$ 1,250.00
Resource Identification	\$ 5,597.13
Sponsor Admin (Fiscal Agent)	\$ 75,361.91
TOTALS ACTIVITIES	\$ 1,076,598.28

FY25-26 HOPWA BUDGET	
STRMU (KERN & CSV)	\$ 310,885.60
Tenant-Based Rental Assistance (HACK)	\$ 466,000.00
Facility-Based Housing Operations (Kern & CSV)	\$ 84,799.02
Supportive Services (Kern & CSV)	\$ 104,568.98
Housing Information Services (Kern & CSV)	\$ 65,514.66
Permanent Housing Services	\$ 3,700.00
Sponsor Admin (Fiscal Agent)	\$ 77,938.48
TOTALS ALL CATEGORIES	\$ 1,113,406.74

EXHIBIT "A"

CONTRACTOR INVOICE			
Payment Reimbursement Request			
Housing and Urban Development (HUD) Funding			
Circle Program Type			
Community Development Block Grant (CDBG)	Emergency Solutions Grant (ESG)	HOME – Tenant Based Rental Assistance (HOME - TBRA)	Housing Opportunities for People with AIDS (HOPWA)
Agreement No:	Purchase Order No:	Payment Request No:	Invoice No:
<p align="right">To: City of Bakersfield Economic & Community Development</p> <p align="right">Attn: Homelessness Services 1600 Truxtun Ave - 3rd Floor</p> <p align="right">Address: Bakersfield, Ca 93301</p> <p align="right">From: _____</p> <p align="right">Mailing Address: _____</p> <p align="right">_____</p>			
Grant Award Amount: _____			
Reimbursement Requested: _____			
Program Income: \$ _____			
I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met, and services are provided to intended clients.			
Contractor Representative Signature		Date	
Contractor Representative Printed Name			

EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Chairman, Board of Supervisors

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: Corporation, representing the facility known as Kern County Public Health, located at 1800 Mt. Vernon Avenue, Bakersfield, California 93306, will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

EXHIBIT "C"

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2,3,4,5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

Leticia Perez - (Signature)
Chairman, Board of Supervisors

Dated: _____



July 1, 2025

Statement of Self-Insurance

Kern County, including all its departments, is self-insured for General Liability, Automobile Liability, and Workers' Compensation. Kern County carries excess insurance for the above insurances providing coverage above our self-insured retention that varies based on the type of insurance. Workers' Compensation & Employers' Liability starts at \$1,250,000, and General Liability at \$7,500,000 for FY 2025-2026.

Kern County's liability self-insurance program provides the same coverage as would be provided had Kern County procured commercial general liability insurance and automobile liability insurance having limits of \$7,500,000 each occurrence.

All exposures, including contractual liability, arising out of County operations are covered by the County's self-insurance program undertaken pursuant to California Government Code Section 990.

Under our self-insurance program, we will bear all risk of bodily injury and property damage losses that are the responsibility of the County under current law and contracts. This program is currently in effect and will remain in effect as renewed each year by the County.

This will serve as Kern County's Statement of Self-Insurance in lieu of providing Certificates of Liability Insurance.

Very Truly Yours,

MARGO A. RAISON, County Counsel

A handwritten signature in blue ink that reads "Lisa Dearmore".

By: Lisa Dearmore, Risk Manager

GROUNDLED & BOUNDLESS

1115 Truxtun Ave. 4th Floor Bakersfield, CA 93301 | 661 868.3801 | TTY Relay 800.735.2929

RISK MANAGER

Lisa V. Dearmore

Loss Prevention Specialist
Pablo S. Muro

General Liability Claims Adjuster
Nancy A. Georgeson

Workers Compensation Claims Manager
Ilana L. Sanchez

Supervising Workers Compensation Claims Adjuster
Teena L. Carlile