

## <u>Application A: Community/Supportive Services and Infrastructure Activities</u> *Funding sources available: CDBG, ESG, PLHA, GFS*

#### 1. APPLICANT INFORMATION

- Entity Name 5Cities Homeless Coalition
- Ultimate Borrower, if applicable Click or tap here to enter text.
- Application Contact (Name and Title) Janna Nichols, Executive Director
- Contact Phone Number 805-471-7404 Cell; 805-574-1638 Office
- Entity Address, City and Zip Code 100 S. 4<sup>th</sup> Street, Grover Beach, CA 93433
- Mailing Address (if different from above) P.O. Box 558, Grover Beach, CA 93483
- Applicant's Website 5chc.org
- Unique Entity Identification (UEI) Number KR8JGGKBKEP9
- Type of Agency (501(c)(3), For Profit, Gov't/Public, CHDO, Other) 501(c)(3)
- Date of Incorporation March 3, 2009
- Project Management
  - Project Lead Name Janna Nichols
  - Title Executive Director
  - o Phone 805-471-7404 C, 805-574-1638
  - Email Janna.Nichols@5chc.org

#### 2. PROJECT SUMMARY

- Project Title San Luis Obispo County Rapid Re-Housing/Homeless Prevention
- Project Address 100 S. 4<sup>th</sup> Street, Grover Beach, CA 93433
- APN #, if applicable Click or tap here to enter text.
- Description of the Project

Provide a project description that captures the maximum anticipated scope of the application. It should include all contemplated actions which logically are, either geographically or functionally, a composite part of the project, regardless of the source of funding. Describe all physical aspects of the project, such as plans for multiple phases of development, size and number of buildings, and activities to be undertaken. Include details of the physical impacts of the project, including whether there will be ground disturbance. If applicable, indicate whether the project site will require acquisition or if the sponsor already has ownership.

5CHC seeks funds from multiple sources through this application to continue its countywide Rapid Re-Housing and Homeless Prevention program, serving communities throughout San Luis Obispo County - with the exception of Grover Beach (served through other funding sources). 5CHC's Housing Program braids available funding sources and with multiple sources of funds, 5CHC is able to target funds with differing eligibility criteria in order to maximize their use to serve those with the highest needs and greatest number possible. 5CHC's housing and stabilization services including landlord cultivation, case management support, and subsistence payments for rent, application fees and deposits to individuals and families based on income and anticipated need, following a coordinated entry assessment and progressive engagement model. With these activities we will work to ensure services are lowbarrier and easily accessible; help participants quickly identify and resolve barriers to obtaining and maintaining housing; assist to resolve the housing crisis before focusing on other nonhousing related services; allow participants to choose the services and housing that meets their needs: connect participants to appropriate support and services available in the community that foster long-term housing stability; and offer financial assistance and supportive services in a manner which offers a minimum amount of assistance initially, adding more assistance over



time if needed to quickly resolve the housing crisis by either ending homelessness, or avoiding an immediate return to literal homelessness or the imminent risk of literal homelessness

#### 3. BUDGET

- Funds Requested (Amount and Source) ESG \$151,945; PLHA \$149,978; CBBG AG \$13,095, Atas \$\$4,667, MB \$3,500, PR, \$16,333, PB \$5,238, SLO \$20,333, County \$29,167
- Total Project/ Program Cost (Identify funding to be used to support the project throughout affordability period, if applicable) \$394.256
- Identify leveraged funds (Committed, Match, Not Yet Committed) 5CHC Match \$151,945; \$48,055 Additional Local Grants & Contributions
- Identify additional rental assistance in project, if applicable \$177,600 in direct financial assistance included in total.
- Indicate how the match requirement will be met (include sources and source documentation), if applicable. Private Contributions & Grants \$200,000

#### 4. PURPOSE & NEED

- Purpose of the Proposed Project. Describe the project by addressing each of the following:
  - What activities will be undertaken? Rapid re-housing connects families and individuals experiencing homelessness to permanent housing through a tailored package of time-limited financial assistance and targeted supportive services. Rapid Re-Housing involves intensive and specialized case management targeted at identifying displaced clients' most pertinent needs; connect them to community resources. The case manager then works with the household to create a budget; identify income opportunities; determine eligibility for entitlement programs (such as SSI and SSDI); research housing options, and create and carryout case plans. All activities are on-going throughout the year, based on referral and prioritization protocols, following each participant's case plan. Homeless Prevention Services will be provided to those at imminent risk of homelessness based on need and qualification. Clients receive targeted case management services per their individual circumstance, in addition to direct financial assistance to enable them to remain in their housing, or deposit assistance needed to re-house them to prevent homelessness. Services may include financial literacy, job and income counseling, benefits advocacy (for unearned income support as appropriate), housing search supports.
  - What are the project goals and objectives? The goal of the program is to assist participants to secure long-term stable housing that they can afford to retain. Rapid rehousing is a primary solution for ending homelessness. It has been demonstrated to be effective in getting people experiencing homelessness into permanent housing and keeping them there. By connecting people with a home, they are in a better position to address other challenges that may have led to their homelessness, such as obtaining employment or addressing substance abuse issues. The intervention has also been effective for people traditionally perceived to be more difficult to serve, including people with limited or no income and survivors of domestic violence. Research demonstrates that those who receive rapid re-housing assistance are homeless for shorter periods of time than those assisted with shelter or transitional housing. Rapid re-housing is also less expensive than other homeless interventions, such as shelter or transitional housing. The program also provides immediate assistance to participants who are homeless or at risk. Program outcomes track length of time homeless; length of time homeless from program enrollment; income changes and housing retention rates.
  - Explain the need being addressed by this project. Housing costs continue to rise year over year here in San Luis Obispo County, with more than a 20% increase in just the past year. Given the tight housing market, most available units comes from private landlords,



with an increasing trend to charge double-deposits, 5CHC is spending an average of \$4,500 to move families into housing (deposit and first month's rent). Just since July 1, 2022 we've seen rents increase on average by \$200-\$400 per month, with a high amount of property turnover. This has affected those living in the units who are often displaced due to income limits, or those who struggle to retain housing and find themselves at imminent risk of homeelessness. These continued increases in deposits and monthly rents has had a direct effect on the number of households projected to be served by this grant, and why we are requesting expanded funds through additional funding sources.

- Explain how the need was identified. The County's recently adopted Strategic Plan to address homelessness calls for a need assist <u>an additional 160 persons</u> to find housing by adding resources for Rapid Re-Housing activities (Line of Effort 1.d) and <u>to prevent</u> <u>homelessness for an additional 50 people each year</u> through HP and Diversion (Line of Effort 2.d)
- Program targets financial assistance and services to individuals and families based on income and anticipated need, following a coordinated entry assessment and progressive engagement model. Those who receive emergency grants for subsistence payments (rental assistance, 05Q) or for deposit assistance (05T Assistance will be provided to benefit a clientele who are generally presumed by HUD to be principally L/M income persons those who are homeless. This population is among those who are currently presumed by HUD to be made up principally of L/M income persons: Reference: §570.208(a)(2)(i)(A). Additionally, as some assistance will be provided to those of imminent threat of homelessness, 5CHC's program additionally requires information on family size and income so that it is evident that at least 51% of the clientele are persons whose family income does not exceed the L/M income limit. Reference: §570.208(a)(2)(i)(B) and (C)
- Is there community and/or political support? Explain. 5CHC receives financial support for this program with each of its local government parnters annually, in addition to the recent augmentation of funds through ARPA and other local means. 5CHC is recognized for its RRP and HP work; and is currently receiving strong support to expand services in other areas on the continuum (including shelter). In addition, individual community members and local businesses continue to support 5CHC (mostly with unrestricted dollars) with more than \$400,000 in contributions annually.
- Describe how the impact will be sustained once this round of funding ends. The RRH and HP program has on-going needs that have only increased in recent years, and housing prices continue to skyrocket. Without this continued funding this program will not be sustained. In the current fiscal year (2022-23) 5CHC is on track to serve more than 500 families through RRH and an additional 500 families through Homeless Prevention efforts. In 2021-22 5CHC expended more than \$500,000 in direct financial assistance this program; and is currently on pace to spend more than \$900,000 in this fiscal year in direct financial assistance. Funding awards from annual grant funds for ESG and CDBG have been reduced each of the last several years. Currently nearly all of the funds being dedicated to Rapid Re-Housing and Homeless Prevention activities in the county, are through CARES Act CV ESG and CDBG Funds - most of which will be exhausted within the first quarter of this grant application's funding cycle. Other one-time monies that have come available (such as ARPA) have not been targeted to RRH or HP activities. but instead expanded area shelter activities. Thus, without these funds for 2023-24, the program will be severely reduced.
- Organizational Capacity. Summarize the organization's background/capacity to carry out the proposed project. Address the following points:



- Has the organization carried out this type of project previously? Explain. 5Cities Homeless Coalition has successfully provided rapid re-housing and homeless prevention programs since 2015. As noted above, through CARES Act CV funds, 5chc will invest more than \$900,000 this fiscal year in RRP and HP activities. Currently 5CHC is under contract or has been awarded 10 local, state and federal grants to provide RRH and HP services.
- What makes the organization a preferred provider of this service? 5CHC has been the leading provider of these services for several years. 5CHC seeks to ensure that its services are both culturally and professionally competent; and accessible regardless of race or ethnicity or other condition. 5CHC staff represent a broad cross section including those of color, Latinx; those with lived experience. Currenlty, 5CHC employs 8 who are bilingual/bicultural speaking both English and Spanish; additionally, the agency has access to support those who are mono-lingual Mixteco. 5CHC staff have extensive training and relationships with those in the LBTGQ community. 5CHC works to train staff to ensure services are welcoming and provided without discrimination or judgment, that we approach our work through a trauma-informed perspective, and are attentive to specific circumstances (such as those who have experienced sex-trafficking or sexual violence). Collaboration 5CHC Homeless Services program is integrated in the local Continuum of Care, focusing on collaboration and strategic action. 5CHC is a key participant in the Coordinated Entry System receiving referrals community partners throughout the compendium of services. Additionally, 5CHC staff participate in HSOC at all levels and regularly participate in evidence-based trainings (Mental Health First Aid, etc.) 5CHC also has a program of providing staff trainings monthly with other service professionals and partner agencies.

#### 5. ELIGIBILITY

 Indicate the eligible activity category for this project. Rapid Re-Housing: Short-Term Rent and Housing Stabilization Services including deposit, application fees, case management.; Homeless Prevention: Short-term rental assistance; homeless prevention deposit assistance; HMIS: staff and expenses necessary to deliver the activity.

#### 6. SCHEDULE

- Provide a detailed project timeline, include milestones with units of measure. July 1, 2023-June 30, 2024. All activities will be conducted through the 12-month timeline. Households and number of persons served will be tracked through HMIS.
- Describe agency's record keep system with relevance to the proposed project and how reporting requirements will be met. 5CHC employs a dedicated HMIS Data Manager to ensure quality compliance and track client outcomes. This position is supported with three finance employees, including one charged with Grants Management for accountability of expenses and fulfillment of grant commitments. The agency's Associate Director is responsible for authorizing all funding requests and reporting on program outcomes. With each program activity case managers report to a Program Manager for supervision and oversight; including client eligibility and case file review. The agency's Executive Director is directly engaged in initial program development, and efforts to provide services on a regional basis.

#### 7. ADDITIONAL INFORMATION

- Has site control been obtained? If so, how is site control held? Attach documentation
  of site control. Click or tap here to enter text.
- Zoning. Is the current project location zoned for the proposed activity? If not, describe steps to be taken to ensure zoning requirements are met. Click or tap here to enter text.



- If applicable, indicate the application due date for tax credits. Click or tap here to enter text.
- Identity all permits necessary for the project. Include estimated dates of application and approval. Click or tap here to enter text.
- Does this Project require Relocation? If so, attach Relocation Plan. Click or tap here to enter text.
- Indicate Housing Type (Permanent Homeowner Housing, Rental Housing, Transitional Housing). Click or tap here to enter text.
- Does the Project intend to target special populations (such as seniors, persons with disabilities, children in foster care, etc.)? Click or tap here to enter text.
- Will the Applicant be providing services? If so, please provide a brief explanation. Click or tap here to enter text.

#### 8. ENVIRONMENTAL REVIEW

- Indicate level of environmental review required for proposed project. Click or tap here to enter text.
- Indicate environmental review steps completed to date. Click or tap here to enter text.

## 9. SECTION 3 AND MINORITY AND WOMEN BUSINESS ENTERPRISES (AS APPLICABLE)

- Section 3: Please explain how Section 3 benchmarks will be met. Click or tap here to enter text.
- MBE/WBE: Please explain how your project will be marketed towards MBE/WBEs. Click or tap here to enter text.

#### 10. ADDITIONAL REQUIRED DOCUMENTS – attached as identified below

- a) Articles of Incorporation
- b) Bylaws
- c) Non-profit Determination
- d) List of the Board of Directors
- e) Authorization to Request Funds
- f) Designation of Authorized Official
- g) Organizational Chart
- h) Most Recent Financial Audit
- i) Policies and Procedures
- i) SAM Search

#### 5Cities Homeless Coalition Rapid Rehousing/Homeless Prevention Budget Request - 23-24 ACTION PLAN

Expense Category					Request By Funding Source								
							CDBG						
					ESG	PLHA	Arroyo			Paso	Pismo	San Luis	
	•						Grande	Atascadero	Morro Bay	Robles	Beach	Obispo	County
Dana and (Dina et Labara)	Estimated	Rate per											
Personnel (Direct Labor)	Hours	Hour	Estimated Cost					00-0				4	
Housing Program Manager 0.3		\$34	\$21,216		\$8,199	\$8,093	\$707	\$252	\$189	\$881	\$283	\$1,097	\$1,574
RRH/HP Case Manager (2 FTE)	4,160	\$24	\$99,840		\$38,586	\$38,086	\$3,325	\$1,185	\$889	\$4,148	\$1,330	\$5,164	\$7,407
HMIS Data Manager (.16 FTE) 0.16		\$24	\$7,987		\$3,087	\$3,047	\$266		\$71	\$332	\$106	\$413	\$593
HMIS Program Support Specialist (.5 F 0.8	1,040	\$20	\$20,800		\$8,039	\$7,935	\$693	\$247	\$185	\$864	\$277	\$1,076	\$1,543
Fringe Benefits	Rate (%)	Base	Estimated Cost										
Housing Program Manager	18.00%		\$3,819		\$1,476	\$1,457	\$127	\$45	\$34	\$159	\$51	\$198	\$283
RRH/HP Case Manager (3 FTE)	18.00%		\$17,971		\$6,945	\$6,856	\$599	\$213	\$160	\$747	\$239	\$929	\$1,333
HMIS Data Manager (.16 FTE)	18.00%		\$1,438		\$556	\$548	\$48	\$17	\$13	\$60	\$19	\$74	\$107
HMISProgram Support Specialist (.5 FTE)	18.00%		\$3,744		\$1,447	\$1,428	\$125	\$44	\$33	\$156	\$50	\$194	\$278
Travel													
Vehicle Maintenance & Repair - Housing Stabilization	Services		Estimated Cost										
Supplies and Materials													
Housing & Stabilization Program Supplies			\$1,000		\$386	\$381	\$33	\$12	\$9	\$42	\$13	\$52	\$74
HMIS Telephone/Equipment			\$2,000		\$773	\$763	\$67	-	\$18	\$83	\$27	\$103	\$148
Other Direct Costs	Households	Base											
RRH & Stabilization Services	•												
Deposits/Application Fees	20	\$2,500	\$50,000		\$19,324	\$19,074	\$1,665	\$593	\$445	\$2,077	\$666	\$2,586	\$3,709
Short-Term Rental Assistance	20	\$2,000	\$40,000		\$15,459	\$15,259	\$1,332	\$475	\$356	\$1,662	\$533	\$2,069	\$2,967
Homeless Prevention & Stabilization Services													
Deposits/Application Fees	10	\$3,000	\$30,000		\$11,594	\$11,444	\$999	\$356	\$267	\$1,246	\$400	\$1,552	\$2,226
Short-Term Rental Assistance (3 mo assistance	12	\$4,800	\$57,600		\$22,261	\$21,973	\$1,919	\$684	\$513	\$2,393	\$767	\$2,979	\$4,273
Subtotal of Direct Costs	10%		\$35,741		\$13,813	\$13,634	\$1,190	\$424	\$318	\$1,485	\$476	\$1,848	\$2,652
Total Estimated Costs			\$393,156		\$151,945	\$149,978	\$13,095	\$4,667	\$3,500	\$16,333	\$5,238	\$20,333	\$29,167

Likely to spend per jurisdiction based on prior year service at \$3.500/HH									
	\$147,000	\$112,000	\$17,500	\$84,000	\$38,500	\$119,000	\$133,000		
# Households Served 2022 YTD By Jurisdiction									
RRH	11	28	2	10	7	16	25		
HP	31	4	3	14	4	18	13		
	42	32	5	24	11	34	38		

## State of California Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAR 0 3 2009

DEBRA BOWEN Secretary of State 31:0387

ENDORSED - FILED in the Office of the Secretary of State of the State of California

FEB 1 7 2009

# Articles of Incorporation of SCities Homeless Coalition A California Public Benefit Corporation

ONE: The name of this corporation is 5Cities Homeless Coalition.

TWO: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purpose for which this corporation is organized is to promote the health and well-being of the homeless population in our geographic area through the cooperation of like-minded agencies and organizations.

THREE: The name and address in the State of California of this corporation's initial agent for service of process is <u>Patricia Diefenderfer – 592 South 13<sup>th</sup> Street – Grover Beach, California 93433.</u>

- **FOUR:** (a) This corporation is organized and operated exclusively for <u>charitable</u> purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
  - (b) Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.
  - (c) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

**FIVE**: The names and addresses of the persons appointed to act as the initial directors of this corporation are:

Name	Address
Patricia Diefenderfer	592 South 13th Street, Grover Beach, CA 93433
Elizabeth Ehrler	329 Park View Avenue, Grover Beach, CA 93433
Carol J. Procter	P.O. Box #46, Grover Beach, CA
Peggy Fowler	71 Las Praderas Drive San Luis Obispo, CA 93401

SIX: The property of this corporation is irrevocably dedicated to <u>charitable purposes</u> and no part of the net income or assets of the organization shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person.

On the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Date: 2-11-2009

our act and <del>Accd.</del>

Patricia Diefenderfer

ClizeKeth Ebrler, Director

Carol J. Procter, Director

Peggy Fowler Director

We, the above-mentioned initial directors of this corporation, hereby declare that we are the persons who executed the foregoing Articles of Incorporation, which instrument is

Patricia Diefenderfer, Director

Cizabeth Ehrler, Director

Carol J. Procter, Director

Peggy Fowler, Director

#### **AMENDED AND RESTATED BYLAWS**

for the regulation, except as otherwise provided by statute or its Articles of Incorporation,

## OF 5CITIES HOMELESS COALITION A CALIFORNIA PUBLIC BENEFIT CORPORATION

## ARTICLE 1 OFFICES

#### **SECTION 1. PRINCIPAL OFFICE**

The corporation's principal office shall be fixed and located at 100 S. 4<sup>th</sup> Street., Grover Beach or such place within San Luis Obispo County, California as the Board of Directors (herein called the "Board") shall determine. The Board is granted full power and authority to change said principal office from one location to another.

#### **SECTION 2. OTHER OFFICES**

Branch or subordinate offices may be established at any time by the Board.

## ARTICLE 2 PURPOSES

#### **SECTION 1. OBJECTIVES AND PURPOSES**

The purposes for which this corporation is formed are:

PURPOSE: To promote the health and well-being of the homeless population in our geographic area through the cooperation of like-minded agencies and organizations.

#### **OBJECTIVES:**

- a) To promote the health and well-being of individuals and families who are homeless or at risk of being homeless in San Luis Obispo County.
- b) To determine the need for human services; to seek solutions to human problems; to assist in the development or the change of existing programs; and to foster cooperation among local, state, and national agencies serving the San Luis Obispo County community.
- c) To develop the financial resources (both governmental and voluntary) needed to meet the human service needs of this population in the San Luis Obispo County community.
- d) To provide services either directly or through collaboration with other agencies to best meet the current and emerging needs of those at-risk in the San Luis Obispo County.
- f) To muster community support and commitment to assist those at-risk in San Luis Obispo County.
- g) To receive by gift, grant, devise, bequest or otherwise, aid from any private or public sources, personal or real property, and to hold, administer, sell, invest, re-invest, manage, use, disburse and distribute, and apply the income and/or principal of the same in accordance with the directions and intent of such direction, as the corporation may deem best from time to time, for the promotion of any or all of the foregoing purposes.

## ARTICLE 3 MEMBERSHIP

#### **SECTION 1. MEMBERSHIP**

The corporation shall have no members. Any action which would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise vest in the members shall vest in the directors.

## ARTICLE 4 NONPARTISAN ACTIVITIES

#### **SECTION 1. NONPARTISAN ACTIVITIES**

This corporation has been formed under the California Nonprofit Public Benefit Corporation Law for the charitable purposes described above, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation. The corporation shall not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

## ARTICLE 5 DIRECTORS

#### **SECTION 1. NUMBER**

The corporation shall have not less than 5 and not more than 19 directors until changed by amendment of the Articles or Bylaws. The exact number of directors shall be fixed by approval of the Board of Directors:

#### **SECTION 2. POWERS**

Subject to the provisions of the California Nonprofit Public Benefit Corporation law and any limitations of the Articles of Incorporation and these Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the corporation to any person or persons, a management company or committees however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

- (a) To select and remove all the other officers, agents and employees of the corporation, prescribe powers and duties for them that are not inconsistent with law, the Articles or these Bylaws, fix their compensation and require from them security for faithful service.
- (b) To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefore not inconsistent with the law, the Articles or these Bylaws, as they may deem best.
- (c) To adopt, make and use a corporate seal and to alter the form of such seal from time to time as they may deem best.
- (d) To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore.

#### **SECTION 3. DUTIES**

It shall be the duty of the directors to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this corporation, or by these Bylaws;
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the corporation;
- (c) Supervise all officers, agents and employees of the corporation to assure that their duties are performed properly. The Board may delegate to the Executive Committee the authority to supervise and evaluate the performance of the Executive Director and delegate to the Executive Director the authority to employ, supervise, evaluate the performance of or discharge employees of the Corporation;
- (d) Meet at such times and places as required by these Bylaws;
- (e) Register their addresses with the Secretary of the corporation. Notices of meetings mailed or electronically communicated (such as by e-mail) to such addresses shall be valid notices thereof.

A director shall perform the duties of a director, including duties as member of any committee of the Board on which the director may serve, in good faith, in a manner such director believes to be in the best interest of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented:
- (b) Counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence; or
- (c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as in any such case, the director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

#### **SECTION 4. SELECTION AND TERMS OF OFFICE**

A Nominating Committee of no fewer than three directors shall be appointed by the Chair not later than at the April Board meeting each year. The Nominating Committee shall present at the June Board meeting each year the names of one or more candidates for at least as many board members as vacancies shall exist for the upcoming term. Additional nominations may be submitted by current directors at the June Board meeting. Those nominees for directors receiving the most votes shall be the elected directors. The directors elected at the June meeting shall assume office on July 1 of the following new fiscal year. Each term shall be for three years. New directors shall serve no more than two consecutive terms. After serving two consecutive three-year terms, Directors may not be reappointed or re-elected to the Board for a one-year period after they have termed out.

#### **SECTION 5. FEES AND COMPENSATION**

Directors and members of committees shall serve without compensation for their services, but may receive such reimbursement for expenses, as may be fixed or determined by the Board of Directors in the performance of their regular duties as specified in Section 3 of this Article.

#### **SECTION 6. LOANS.**

This corporation shall not make any loan of money or property to, or guarantee the obligation of, any director or officer, unless approved by the California Attorney General; provided, however, that this corporation may advance money to a director or officer of this corporation or any subsidiary for expenses reasonably anticipated to be incurred in performance of the duties of such officer or director so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

#### **SECTION 7. CONFLICTS OF INTEREST**

Whenever a director or officer, or their immediate family member, has a financial or personal interest in any matter coming before the board of directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

For purposes of this provision, the term "interest" shall include personal interest, interest as director, officer, member, stockholder, shareholder, partner, manager, trustee or beneficiary of any concern and having an immediate family member who holds such an interest in any concern. The term "concern" shall mean any corporation, association, trust, partnership, limited liability entity, firm, person or other entity other than the organization.

#### **SECTION 8. PLACE OF MEETINGS**

Meetings shall be held at any place within the State of California which has been designated from time to time by a majority consensus of the Board of Directors. In the absence of such designation, regular meetings shall be held at the principal office of the corporation.

Any meeting not held at the principal office of the corporation shall be valid only if held on the written consent of all directors given either before or after the meeting and filed with the Secretary of the corporation, or after all board members have been given written notice of the meeting as hereinafter provided for special meetings of the board.

Any meeting, regular or special, may be held by conference telephone, electronic video screen communication, or other communications equipment. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting so long as all directors participating in the meeting are able to hear one another. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) constitutes presence in person at that meeting if all of the following apply:

- a). Each director participating in the meeting can communicate with all of the other directors concurrently:
- b) Each director is provided the means of participating in all matters before the board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation;
- c) The corporation adopts and implements some means of verifying 1) that all persons participating in the meeting are directors of the corporation or are otherwise entitled to participate in the meeting, and 2) that all actions of, or votes by, the board are taken and cast only by directors and not by persons who are not directors.

#### **SECTION 9. REGULAR AND ANNUAL MEETINGS**

Regular meetings of the Board shall be held on such dates and at such times as may be fixed by the Board, subject to notice not less than two calendar day prior to each meeting.

An annual meeting of directors shall be held no later than June 30th of each year. At least four days notice by email or first-class mail addressed to each director's address as it is shown on the records of the Corporation shall be given for the annual meeting. Directors shall be elected by the Board of Directors in accordance with this section. Cumulative voting by directors for the election of directors shall not be permitted. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected. Each director shall cast one vote, with voting being by ballot only.

#### **SECTION 10. SPECIAL MEETINGS**

Special meetings of the Board for any purpose or purposes may be called at any time by the Chair of the Board, the President, any Vice President, the Secretary or any two (2) Directors. Special meetings of the Board shall be held upon four (4) days notice by first-class mail or forty-eight hours (48) notice given personally or by telephone or electronic communication. Any such notice shall be addressed or delivered to each director at such director's address as it is shown upon the records of the corporation or as may have been given to the corporation by records or if not readily ascertainable, at the place in which the meetings of the directors are regularly held.

#### **SECTION 11. NOTICE OF MEETINGS**

Notice by mail shall be deemed to have been given at the time it is delivered to a common carrier for transmission, or accurately transmitted by the person giving the notice by electronic means, to the recipient or when written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to be given at the time it is personally delivered to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone including a voice messaging system or by electronic

transmission, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

#### **SECTION 12. CONTENTS OF NOTICE**

Notice of meetings not herein dispensed with shall specify the place, day and hour of the meeting. The purpose of any board meeting need not be specified in the notice.

#### SECTION 13. WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS

Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

#### **SECTION 14. QUORUM FOR MEETINGS**

A majority of directors shall constitute a quorum of the Board for the transaction of business, except to adjourn as provided in herein. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number be required by law or by the Articles, except as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this corporation.

#### **SECTION 15. ADJOURNMENT**

A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of an adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment. Otherwise, notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meetings adjourned.

#### **SECTION 16. MEETING BY ELECTRONIC CONFERENCE**

Participation in any meeting of the Board of Directors or a committee of the Board by means of conference telephone or any means of communication by which all persons participating in the meeting are able to hear one another shall constitute presence in person at the meeting.

#### **SECTION 17. CONDUCT OF MEETINGS**

Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, or, if no such person has been so designated or, in his or her absence, the President of the corporation or, in his or her absence, by the Vice President of the corporation or, in the absence of each of these persons, by a Chairperson chosen by a majority of the directors present at the meeting. The Secretary of the corporation shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

#### **SECTION 18. ACTION WITHOUT MEETING**

Any action required or permitted to be taken by the Board may be taken without a meeting (i.e. via email) if all (100%) of all the members of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

- 1. Any action taken by electronic vote must be preceded by an open discussion among all board members prior to any votes being cast.
- 2. A board decision made by electronic vote must be unanimous among all installed directors (except when a director must recuse him/herself due to conflict of interest or loyalty).
- 3. If a board member expresses concerns or requests additional discussion about the presented motion, the vote will be deferred until a meeting can be held in-person (or via telephone/video conference).

Such written consent or consents shall be filed with the minutes of the proceedings of the board. Such action by written consent shall have the same force and effect as the unanimous vote of the directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and that the Bylaws of this corporation authorize the directors to so act, and such statement shall be prima facie evidence of such authority.

#### **SECTION 19. EMERGENCY PROVISIONS**

During any emergency resulting from an attack on the United States or on a locality in which the corporation conducts its activities or customarily holds meetings of its board, or during any nuclear or atomic disaster, or during the existence of any catastrophe, or other similar emergency condition, as a result of which a quorum of the Board or of the Executive Committee, if any, cannot readily be convened for action, a meeting of the Board or of said committee may be called by any officer or director. Such notice need be given only to such of the directors or members of the committee, as the case may be, as it may be feasible to reach at the time and by such means as may be feasible at the time including, without limitation, publication or radio.

The director or directors in attendance at the meeting of the Board, and the members of the Executive Committee, if any, in attendance at the meeting of the committee, shall constitute a quorum. If none is in attendance at the meeting, the officers or other persons designated on a list approved by the Board before such emergency, all in such order of priority and subject to such conditions and for such period of time (not longer than reasonably necessary after the termination of the emergency) as may be provided in the resolution approving the list, shall, to the extent required to provide a quorum at any meeting of the Board or of the Executive Committee, be deemed directors or members of the committee, as the case may be, for such meeting.

The Board, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or agents of the corporation shall for any reason be rendered incapable of discharging their duties. The Board, either before or during any such emergency, may effective in the emergency, change the principal office or designate several alternative offices or authorize the officers so to do.

#### **SECTION 20. VACANCIES**

Subject to the provisions of the California Nonprofit Public Benefit Corporation Law, any director may resign effective upon giving written notice to the Chair of the Board, the President, or the Secretary of the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.

Vacancy or vacancies on the Board shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors is increased.

The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or found by a final order or judgment of any court to have breached any duty arising under Article 3 of the California Nonprofit Public Benefit Corporation Law.

No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Attorney General.

Vacancies on the board may be filled by approval of the board or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with this Article of these Bylaws, or (3) a sole remaining director.

A person elected to fill a vacancy as provided by this Section shall hold office until the next annual election of the Board of Directors or until his or her death, resignation or removal from office.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of the director's term of office.

#### SECTION 21. PARTICIPATION IN MEETING BY BOARD MEMBERS.

Failure of a director to attend at least fifty percent (50%) of a combination of the regular scheduled meetings of the board and the committees on which each board member is assigned in any six month period shall cause said member to be deemed as inactive and same shall be treated as a voluntary resignation from the board.

#### **SECTION 22. NON-LIABILITY OF DIRECTORS**

A person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which the corporation, or assets held by it, are dedicated; except if a person has a financial interest, directly or indirectly, through business, investment, or family.

## ARTICLE 6 Indemnification

#### **SECTION 1. DEFINITIONS**

For the purposes of this Article 6, "agent" means any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation, as a partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under Section 4 or 5(b) of this Article 6.

#### SECTION 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES

The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding, (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonable incurred in connection with such proceedings if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

#### SECTION 3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION

The corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the corporation, or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation and with such case, including reasonable inquiry as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section:

- (a) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

#### SECTION 4. INDEMNIFICATION AGAINST EXPENSES

To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article 6 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

#### **SECTION 5. REQUIRED DETERMINATIONS**

Except as provided in Section 4 of this Article 6 any indemnification under this Article 6 shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 2 or 3 of this Article 6, by;

- (a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or
- (b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the corporation.

#### SECTION 6. ADVANCE OF EXPENSES

Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article 6.

#### SECTION 7. OTHER INDEMNIFICATION

No provision made by the corporation to indemnify it or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles, Bylaws, a resolution of members or directors, an agreement or otherwise, shall be valid unless consistent with this Article 6. Nothing contained in this Article 6 shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

#### SECTION 8. FORMS OF INDEMNIFICATION NOT PERMITTED

No indemnification or advance shall be made under this Article 6, except as provided in Sections 4 or 5(b), in any circumstances where it appears:

- (a) That it would be inconsistent with a provision of the Articles, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

#### **SECTION 9. INSURANCE**

The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee or other agent of the corporation) against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

#### SECTION 10. NONAPPLICABILITY TO FIDUCIARIES OF EMPLOYEE BENEFIT PLANS

This Article 6 does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the corporation as defined in Section 1 of this Article 6. The corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by the California General Corporation Law.

## ARTICLE 7 OFFICERS

#### **SECTION 1. NUMBER OF OFFICERS**

The officers of the corporation shall be a Chair, a President (if the Board shall determine that the President shall be a separate person from the Chair), one or more Vice Presidents, a Secretary and a Treasurer. The corporation may also have, at the discretion of the Board, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be elected or appointed in accordance with the provisions of Section 3 of this Article 7. Any number of offices may be held by the same person except as provided in these Bylaws and except that neither the Secretary nor the Treasurer may serve concurrently as Chair or President. Unless and until such time as the Board may determine that the President shall be a separate person from the Chair, the term "President" as it appears in these Bylaws shall be deemed to mean the Chair.

#### SECTION 2. QUALIFICATION, ELECTION, AND TERM OF OFFICE

The officers of the corporation, except such officers as may be elected or appointed in accordance with the provisions of Section 3 or Section 5 of this Article 7, shall be chosen annually by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignations, removal, or other disqualification from service, or until their respective successors shall be elected.

#### **SECTION 3. SUBORDINATE OFFICERS**

The Board may elect, and may empower the President to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

#### **SECTION 4. REMOVAL AND RESIGNATION**

Any officer may be removed, either with or without cause, by a majority vote of the Board of Directors, at any time or, in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the corporation, but without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### **SECTION 5. VACANCIES**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors as they occur and not on an annual basis. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

#### **SECTION 6. DUTIES OF PRESIDENT**

If the Chair of the Board is not determined by the Board to be a different person from the President, the President shall act as the Chair of the Board and shall be the general manager and chief executive officer of the corporation and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the corporation.

Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

#### **SECTION 7. DUTIES OF VICE PRESIDENT**

In the absence or disability of the President, the Vice President, if any be appointed, in order of their rank as fixed by the Board, or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

#### **SECTION 8. DUTIES OF SECRETARY**

The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office in the State of California the original or a copy of the corporation's Articles and Bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board.

#### **SECTION 9. DUTIES OF TREASURER**

The Treasurer is the chief financial officer of the corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation. The books of account shall at all times be open to inspection by any director. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President and the directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board.

#### **SECTION 10. EXECUTIVE DIRECTOR**

The corporation may employ an executive director who shall be chief administrator of the staff of the corporation. The executive director shall report to the Board President and the Board of Directors and is responsible for carrying out the policies and programs of the corporation.

#### **SECTION 11. STAFF**

All employees of the corporation shall be designated as staff members.

#### **SECTION 12. STAFF BENEFITS**

The executive director, if employed, is delegated the responsibility to develop recommendations on all matters relating to staff wages, hours, benefits and working conditions. All such recommendations shall be reviewed and reported to the President and shall be subject to confirmation or rejection by the Board of Directors.

## ARTICLE 8 COMMITTEES

#### **SECTION 1. EXECUTIVE COMMITTEE**

The Board of Directors may, by a majority vote of directors, designate two (2) or more of its members (who may also be serving as officers of this corporation) to constitute an Executive Committee and delegate to such Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except with respect to:

- (a) The approval of any action which, under law or the provisions of these Bylaws, requires the approval of the members or of a majority of all of the members.
- (b) The filling of vacancies on the board or on any committee which has the authority of the board.
- (c) The fixing of reimbursement of expenses of a director, except that all board members shall otherwise serve without compensation.
- (d) The amendment or repeal of Bylaws or the adoption of new Bylaws.
- (e) The amendment or repeal or any resolution of the board which by its express terms is not so amendable or repealable.
- (f) The appointment of committees of the board or the members thereof.
- (g) The approval of any self-dealing transaction, as such transactions are defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law.

By a majority vote of its members then in office, the board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the board. The Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

#### **SECTION 2. OTHER COMMITTEES**

The corporation shall have such other committees as may from time to time be designated by resolution of the Board of Directors. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. Such other committees may consist of persons who are not also members of the board. These additional committees shall act in an advisory capacity only to the board and shall be clearly titled as "advisory" committees.

#### **SECTION 3. MEETINGS AND ACTION OF COMMITTEES**

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be fixed by resolution of the Board of Directors or by the committee. The time for special meetings of committees may also be fixed by the Board of Directors. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

## ARTICLE 9 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

#### **SECTION 1. EXECUTION OF INSTRUMENTS**

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

#### **SECTION 2. CHECKS AND NOTES**

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the Treasurer and countersigned by the President of the corporation.

#### **SECTION 3. DEPOSITS**

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

#### **SECTION 4. GIFTS**

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

## ARTICLE 10 OTHER PROVISIONS

#### SECTION 1. ENDORSEMENT OF DOCUMENTS; CONTRACTS.

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the Chair of the Board, the President or any Vice President and the Secretary, the Treasurer or any Assistant Treasurer of the corporation shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officer has no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the corporation by a contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

#### SECTION 2. REPRESENTATIONS OF SHARES OF OTHER CORPORATIONS.

The President or any other officer or officers authorized by the Board or by the President are each authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized to do so by proxy or power of attorney duly executed by said officer.

#### SECTION 3. CONSTRUCTION AND DEFINITIONS.

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

## ARTICLE 11 CORPORATE RECORDS, REPORTS AND SEAL

#### **SECTION 1. MAINTENANCE OF CORPORATE RECORDS**

The corporation shall keep at its principal office in the State of California:

- (a) Minutes of all meetings of directors, committees of the board indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- (b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- (c) A copy of the corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

#### **SECTION 2. CORPORATE SEAL**

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

#### **SECTION 3. DIRECTORS' INSPECTION RIGHTS**

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

#### **SECTION 4. RIGHT TO COPY AND MAKE EXTRACTS**

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

#### **SECTION 5. ANNUAL REPORT**

The board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year to all directors of the corporation which report shall contain the following information in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year;
- (e) Any information required by Section 7 of this Article.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

#### **SECTION 6. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS**

This corporation shall mail or deliver to all directors a statement within one hundred and twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

- (a) Any transaction in which the corporation, or its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:
- (1) Any director or officer of the corporation, or its parent or subsidiary (a mere common directorship shall not be considered a material financial interest); or
- (2) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than FIFTY THOUSAND DOLLARS (\$50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than FIFTY THOUSAND DOLLARS (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than TEN THOUSAND DOLLARS (\$10,000) paid during the previous fiscal year to any director or officer, except that no such statement need be made if such indemnification was approved by the members pursuant to Section 5238(e)(2) of the California Nonprofit Public Benefit Corporation Law.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the corporation, the nature of such person's interest in the transaction and, where practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

#### ARTICLE 12 FISCAL YEAR

#### SECTION 1. FISCAL YEAR OF THE CORPORATION

The fiscal year of the corporation shall begin on July 1 and end on June 30 in each year.

## ARTICLE 13 AMENDMENT OF BYLAWS

#### **SECTION 1. AMENDMENT**

These bylaws may be adopted, amended or repealed by the vote of a majority of the directors then in office. Such action is authorized only at a duly called and held meeting of the Board of Directors for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefore, is given in accordance with these bylaws, unless such notice is waived in accordance with these bylaws. If any provision of these bylaws requires the vote of a larger proportion of the Board than is otherwise required by law, that provision may not be altered, amended, or repealed except by that greater vote.

#### CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the Board of Directors of said corporation on the date set forth below.

Dated: July 19, 2021

Brad Wilbert, Secretary

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: AUG 302009

5CITIES HOMELESS COALITION C/O PATRICIA DIEFENDERFER 592 S 13TH ST GROVER BEACH, CA 93433-3820

Employer Identification Number: 27-0413593 DLN: 17053205320009 Contact Person: CHRIS BROWN ID# 31503 Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 170(b)(1)(A)(vi) Form 990 Required: Yes Effective Date of Exemption: February 17, 2009 Contribution Deductibility: Yes Addendum Applies: No

# Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

## 5CITIES HOMELESS COALITION

Sincerely,

Robert Choi Director, Exempt Organizations Rulings and Agreements

Enclosures: Publication 4221-PC

# 2022-23 5Cities Homeless Coalition Board of Directors



Ken Dalebout, President Linda Pierce, Vice President Mariam Shah, Vice President Brad Wilbert, Secretary Paul Jarvis, Treasurer

Nancy Allison
Peggy Coon
Pat Cusack
Kassi Dee
Chief Mike Martinez
Donna Milne
Lisa Murdoch
Jane Renahan
Adam Verdin

#### **Executive Director**

Janna Nichols
Janna.Nichols@5chc.org

#### www5CHC.org

P.O. Box 558 100 S. 4<sup>th</sup> Street Grover Beach, CA 93483 Office (805) 574-1638 Fax (805) 668-2380

#### **5Cities Homeless Coalition**

A 501(c)(3) Nonprofit Corporation ID #27-041359







### **5Cities Homeless Coalition Board of Directors**

Ken Dalebout, President
Linda Pierce, Vice President
Mariam Shah, Vice President
Brad Wilbert, Secretary
Paul Jarvis, Treasurer
Nancy Allison
Peggy Coon
Pat Cusack
Kassi Dee
Mike Martinez
Donna Milne
Lisa Murdoch
Jane Renahan
Adam Verdin

#### **Executive Director**

Janna Nichols
Janna.Nichols@5chc.org

#### www5CHC.org

P.O. Box 558 Grover Beach, CA 93483 Office (805) 574-1638 Fax (805) 668-2380

#### **5Cities Homeless Coalition**

A 501(c)(3) Nonprofit Corporation ID #27-041359 Re: Authorization To Request Grant Funds

This is to certify that Board President Kenneth Dalebout and/or Executive Director Janna Nichols are authorized to request grant funds through the County of San Luis Obispo 2023 Action Plan for the following funding sources: CDBG, ESG, PLHA.

This is to certify that the foregoing is true and duly adopted by the Board of Directors of said corporation on the date set forth below.

Dated: Oct 11, 2022

Brad Wilbert, Board Secretary

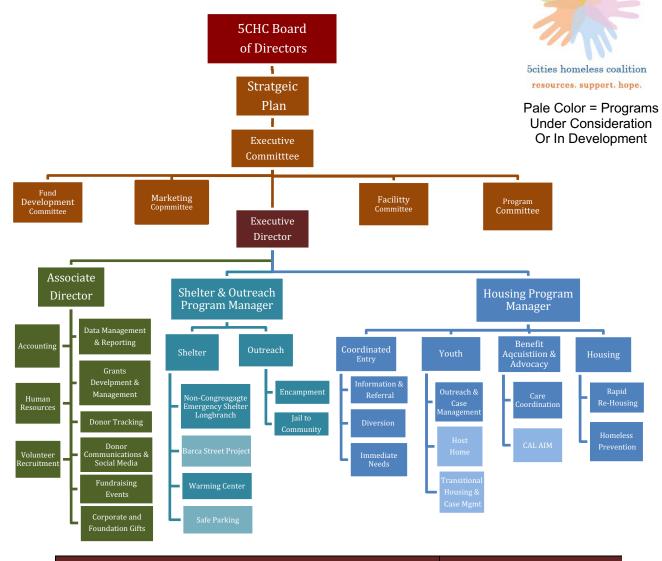
Due Wilnt

Officer of the Corporation





# 5Cities Homeless Coalition Organization Chart 2022-23



Executive Director	Janna Nichols - Bilingual
Supportive Services for Veteran Families Program – Good Samaritan Shelter Employees	Good Samaritan Shelter Staff
Associate Director	Devon McQuade
Development & Communications Coordinator/Volunteer Coordinator	Aidan Beals
Data Specialist	Jim Gausling
Business Operations Specialist – Grant Management	Amy Sheppard
Business Operations Specialist - Bookkeeper	Amber Glabere
Accountant - Contract	Burkart & Stevens
Business Operations Specialist – HR & Administration	Jessie Sawyers
Business Operations Assistant – Donor Tracking & Communications	Julie Burns
Business Operations Assistant	Vacant
Shelter & Outreach Program Manager	Jorge Gonzales- Bilingual
Outreach & Shelter Case Manager	Sergio Ahumada- Bilingual
Outreach & Shelter Case Manager	Laura Lewis
Outreach & Shelter Case Manager	Charmain Navarette- Bilingual
Outreach & Shelter Case Manager	Rachel Perey
Housing Program Manager	Michael Azevedo
Benefits Advocate – Case Manager	Amelia Stephens
Yourh Program Case Manager	Vacant
Case Manager –Housing Case Manager	Ben Alonso- Bilingual
Case Manager –Housing Case Manager	Heather Miller
Case Manager –Housing Case Manager	Janet Rivas- Bilingual
Coordinated Entry Resource & Referral Specialist	T.J. Robinson
Coordinated Entry Resource & Referral Specialist	Dolores Ruiz- Bilingual

### **5CITIES HOMELESS COALITION, INC.**

**GROVER BEACH, CALIFORNIA** 

**AUDITED FINANCIAL STATEMENTS** 

**DECEMBER 31, 2020** 

Prepared by SIGNE GRIMSTAD Certified Public Accountant

530 NW 3rd Street PO Box 1930 Newport, Oregon 97365

## 5CITIES HOMELESS COALITION, INC. GROVER BEACH, CALIFORNIA

#### **BOARD OF DIRECTORS**

Ken Dalebout President

Linda Pierce Vice President

Brad Wilbert Secretary

Paul Jarvis Treasurer

Nancy Allison Director

Peggy Coon Director

Pat Cusack Director

Judith Higgins Director

Pastor David Hutsko Director

Chief Jake Miller Director

Jane Renahan Director

Amy Taylor Director

Mike Wooten Director

**STAFF** 

Janna Nichols Executive Director

Charlotte Alexander Director of Operations

#### **ADDRESS**

100 S. 4th Street PO Box 558 Grover Beach, California 93483

## 5CITIES HOMELESS COALITION, INC. GROVER BEACH, CALIFORNIA

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#### INTRODUCTORY SECTION

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Statement of Activities	4
Statement of Functional Expenses for Program and Support Services	5
Statement of Cash Flows	6
Notes to the Financial Statements	7-18

#### **GRIMSTAD & ASSOCIATES**

Certified Public Accountants

Newport Office: P.O. Box 1930 530 N.W. 3rd St. Ste E Newport, OR 97365 (541) 265-5411 Fax (541) 265-9255 info@grimstad-assoc.com

Lincoln City Office: 1349 N.W. 15th Street Lincoln City, OR 97367 (541) 994-5252 Fax (541) 994-2105

#### INDEPENDENT AUDITOR'S REPORT

To the Board of Directors 5Cities Homeless Coalition, Inc. PO Box 558 Grover Beach, California 93483

I have audited the accompanying financial statements of 5Cities Homeless Coalition, Inc. (a nonprofit corporation), which comprise the statement of financial position as of December 31, 2020, the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditor's Responsibility**

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Members: AICPA OSCPA & OAIA 5Cities Homeless Coalition, Inc. May 18, 2021

#### Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 5Cities Homeless Coalition, Inc. as of December 31, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**GRIMSTAD & ASSOCIATES** 

Signe Grimstad CPA

Signe Grimstad Certified Public Accountant

Newport, Oregon May 18, 2021

## 5CITIES HOMELESS COALITION, INC. GROVER BEACH, CALIFORNIA

## STATEMENT OF FINANCIAL POSITION as of December 31, 2020

Assets Current assets Cash Grants receivable Prepaid expenses Deposits	Without Donor Restrictions  \$ 189,159 420,666 8,264 7,646	With Donor Restrictions  \$ 7,500	Total \$ 196,659 420,666 8,264 7,646
Total current assets	625,735	7,500	633,235
Property and equipment Property and equipment, at cost Less: Accumulated depreciation Net fixed assets	1,004,835 (28,880) 975,955	- - -	1,004,835 (28,880) 975,955
Other assets Deposits Total other assets	500		500
Total other assets  Total assets	\$ 1,602,190	\$ 7,500	\$1,609,690
Liabilities and net assets Current liabilities Accounts payable Accrued wages Accrued paid time off Accrued interest Deferred revenue Notes payable, current portion  Total current liabilities	\$ 31,022 26,285 10,807 1,983 90,711 55,226 216,034	\$ - - - - - - -	\$ 31,022 26,285 10,807 1,983 90,711 55,226 216,034
Long-term liabilities Notes payable, long-term portion  Total long-term liabilities  Total liabilities	182,274 182,274 398,308	<u>-</u> - -	182,274 182,274 398,308
Net assets Without donor restrictions With donor restrictions  Total net assets  Total liabilities and net assets	1,203,882 - 1,203,882 \$ 1,602,190	7,500 7,500 \$ 7,500	1,203,882 7,500 1,211,382 \$1,609,690

# STATEMENT OF ACTIVITIES For the Year Ended December 31, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Support: Government grants Foundation grants Contributions, individuals Contributions, businesses Contributions in-kind	\$ 54,089 87,944 320,368 59,471 131,957	\$ - - - - -	\$ 54,089 87,944 320,368 59,471 131,957
Total support	653,829		653,829
Revenues: Government contracts Special events Bank interest	791,481 70,622 16	- - -	791,481 70,622 16
Realized loss on sale of donated stocks	(78)		(78)
Total revenues	862,041		862,041
Total support and revenues	1,515,870		1,515,870
Expenses: Program services: Housing support	373,187	-	373,187
Immediate needs Homeless youth Benefits advocacy Warming center Outreach and other	43,667 83,210 64,925 64,703 347,087	- - -	43,667 83,210 64,925 64,703 347,087
Total program expenses Support services: Management and general	976,779 163,363		976,779 163,363
Fundraising	133,221		133,221
Total expenses	1,273,363		1,273,363
Change in net assets	242,507		242,507
Net assets at beginning of fiscal year	971,297	7,500	978,797
Prior period adjustment	(9,922)		(9,922)
Net assets at beginning of fiscal year, restated	961,375	7,500	968,875
Net assets at end of fiscal year	\$ 1,203,882	\$ 7,500	\$ 1,211,382

### STATEMENT OF FUNCTIONAL EXPENSES FOR PROGRAM AND SUPPORT SERVICES For the Year Ended December 31, 2020

	Program Services				Support S					
	Housing	Immediate	Homeless	Benefits	Warming	Outreach		Management	Fund-	Total
	Support	Needs	Youth	Advocacy	Center	and Other	Total	and General	raising	Expenses
Salaries and wages	\$ 75,000	\$ -	\$ 31,000	\$ 51,300	\$24,184	\$177,335	\$358,819	\$ 118,336	\$ 41,945	\$ 519,100
Payroll taxes	6,195	-	2,561	4,237	1,997	14,648	29,638	9,775	3,465	42,878
Health insurance	1,726	-	714	1,181	557	4,083	8,261	2,724	966	11,951
Workers' compensation	396		164	271	128	937	1,896	625	221	2,742
Total personnel costs	83,317		34,439	56,989	26,866	197,003	398,614	131,460	46,597	576,671
Accounting and auditing	1,003	1,003	1,003	1,003	1,003	1,003	6,018	4,435	1,504	11,957
Bank and merchant fees	-	-	-	-	-	-	-	329	3,251	3,580
Dues and subscriptions	-	-	-	-	-	-	-	330	-	330
Employee recruitment	-	-	-	-	-	4,315	4,315	138	-	4,453
Eviction prevention	154,626	-	2,300	-	-	-	156,926	-	-	156,926
Insurance	2,115	2,115	2,115	2,115	2,115	2,115	12,690	2,644	2,291	17,625
Interest	1,870	221	421	329	318	1,678	4,837	-	-	4,837
Information technology	-	-	-	-	-	4,333	4,333	1,238	619	6,190
Licenses and taxes	-	-	-	-	-	20	20	2,067	-	2,087
Mileage	-	37	25	-	10	52	124	1,008	-	1,132
Miscellaneous	-	-	-	-	-	-	-	516	-	516
Occupancy	1,672	1,672	1,672	1,672	1,672	1,672	10,032	2,091	1,811	13,934
Office supplies	-	-	-	-	-	8,284	8,284	1,788	446	10,518
Payroll service	717	-	297	491	231	1,696	3,432	1,132	402	4,966
Partner contracts	-	-	15,000	-	-	11,800	26,800	-	2,500	29,300
Postage	-	-	-	-	-	19	19	660	508	1,187
Printing and reproduction	-	-	38	-	-	173	211	-	254	465
Rapid rehousing	109,417	-	23,520	-	-	-	132,937	-	-	132,937
Rent	-	-	-	-	6,000	41,914	47,914	3,926	5,093	56,933
Repairs and maintenance	-	-	-	-	-	1,301	1,301	653	-	1,954
Software	-	-	-	-	-	20	20	-	2,499	2,519
Special event direct costs	-	-	-	-	-	-	-	-	8,492	8,492
Staff development	-	-	54	-	-	136	190	30	20	240
Supplies and equipment	16,124	36,293	-	-	18,556	6,958	77,931	3,993	5,801	87,725
Website	200	200	200	200	200	200	1,200		1,818	3,018
Subtotal expenses	371,061	41,541	81,084	62,799	56,971	284,692	898,148	158,438	83,906	1,140,492
Contributions in-kind	_	-	_	-	5,606	60,269	65,875	2,267	55,504	123,646
Depreciation	2,126	2,126	2,126	2,126	2,126	2,126	12,756	2,658	2,303	17,717
Less special event direct costs									(8,492)	(8,492)
Total expenses	\$373,187	\$ 43,667	\$ 83,210	\$ 64,925	\$64,703	\$347,087	\$976,779	\$ 163,363	\$133,221	\$1,273,363
Percent of total expenses	29.31%	3.43%	6.53%	5.10%	5.08%	27.26%	76.71%	12.83%	10.46%	100.00%

### STATEMENT OF CASH FLOWS For the Year Ended December 31, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Cash flows from operating activities			
Change in net assets	\$ 242,507	\$ -	\$ 242,507
Adjustments to reconcile change in net assets			
to net cash provided by operating activities:			
Depreciation	17,717	-	17,717
Loss on sale of donated stocks  Donated stocks	78 (9.211)		78 (9.211)
Changes in operating assets and liabilities:	(8,311)		(8,311)
(Increase) decrease in:			
Grants receivable	(260,798)	_	(260,798)
Prepaid expenses	(3,039)	_	(3,039)
Deposits	(6)	_	(6)
Increase (decrease) in:	( )		( )
Accounts payable	29,196	-	29,196
Accrued wages	11,297	-	11,297
Accrued vacation	6,305	-	6,305
Accrued interest	1,983		1,983
Deferred revenue	52,107		52,107
Net cash provided by operating activities	89,036		89,036
Cash flows from investing activities			
Purchases of fixed assets	(105,952)	_	(105,952)
Proceeds from sales of donated stocks	8,233		8,233
Net cash used by investing activities	(97,719)		(97,719)
Cash flows from financing activities			
Bank line of credit proceeds	42,000	_	42,000
Bank line of credit payments	(89,457)	_	(89,457)
Notes payable proceeds	237,500	-	237,500
Notes payable payments	(50,000)		(50,000)
Net cash provided by financing activities	140,043		140,043
Net increase in cash and equivalents	131,360	-	131,360
Cash and cash equivalents at beginning of year	57,799	7,500	65,299
Cash and cash equivalents at end of year	\$ 189,159	\$ 7,500	\$ 196,659
Supplementary cash flow disclosures			
Cash paid for interest	\$ 2,854		
Schedule of noncash transactions:	Ψ 2,00 :		
	ድ /0.04 <i>4</i> \		
In-kind contributions of stocks  Noncash investment in stocks	\$ (8,311) <u>8,311</u>		
Net noncash transactions	\$ -		

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Note 1 - Description of Organization

### Nature of operations

5Cities Homeless Coalition, Inc. (5CHC) is a California nonprofit corporation organized on March 3, 2009. 5CHC works to transform lives in southern San Luis Obispo County, California, from the Cities of Avila Beach to Nipomo. 5CHC mobilizes community resources, fosters hope, and advocates for the homeless and those facing homelessness with the vision of building an engaged community that fully understands the complexities of homelessness and actively shares the responsibility of creating and implementing solutions to reduce it and shelter their neighbors. 5CHC derives its revenue from government and other grants, contracts, contributions and fundraising.

### **Description of programs**

### **Housing Support**

The Housing Support Program serves those who are homeless or at risk of losing housing in San Luis Obispo County. Case management, rental and deposit assistance, information and referral to community services, comprehensive needs assessment, identification of barriers to success, and development of an immediate action plan. Those who visit 5CHC's office are provided access to computer, internet, phone charging, mailing address, food and hygiene supplies. The program also serves veterans who are homeless or at risk of losing housing through a joint effort with Good Samaritan Shelter to provide supportive services for veteran families (SSVF). The United States Department of Veterans Affairs provides funding for this program.

### **Immediate Needs**

Assists homeless and low-income families and individuals who reside in southern San Luis Obispo County with funds to address their immediate needs and move them to self-sufficiency, home stability, and economic improvement. Assistance is used for utilities, fuel, auto repairs, food, clothing, and unpaid bills paid directly to applicable vendors on behalf of program participants.

### **Homeless Youth**

Matches a case manager with unaccompanied youth aged 16-24 to provide education, connection, and services such as immediate needs, housing, and development of an individualized Action Plan to assist them in living independently, maintaining steady employment, and continuing their education.

### **Benefits Advocacy**

Those enrolled in 5CHC's case management are offered additional guidance and advocacy for obtaining and retaining public benefits such as Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), CalFresh and other assistance. Participants are encouraged to learn financial literacy and budgeting.

### **Warming Center**

Provides an overnight warming center during the winter months when temperature predications are at or below 40 degrees or rain potential of 50% or more from November through April. Those staying at the warming center are provided meals and laundry services and may arrive by 5pm and leave by 7am the next day.

### **Outreach and Other Programs**

Provide coordinated entry into the homelessness support system that begins with conducting a comprehensive assessment of needs, identification of barriers to success, and development of an immediate action plan for each individual or family who requests assistance. 5CHC's staff serves as a source of information on available resources, knowledge of county programs for the homeless, and referral services for those in need.

### **Management and General**

Includes the functions necessary to maintain 5CHC's support program; ensure an adequate working environment; provide coordination and articulation of 5CHC's program strategy through the office of the executive director; secure proper administrative functioning of the board of directors; maintain competent legal services for the program administration of 5CHC; and manage the financial and budgetary responsibilities of 5CHC.

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Note 1 - Description of Organization (continued)

### **Fundraising**

Includes publicizing and conducting fundraising campaigns; maintaining donor lists; grant writing; conducting special fundraising events; and other activities involved with soliciting contributions and grants from governments, foundations, individuals, businesses, and others.

### Note 2 - Significant Accounting Policies

5CHC prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S.GAAP) for nonprofit entities. The significant accounting and reporting policies used by 5CHC are described subsequently to enhance the usefulness and understandability of the financial statements.

### **Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables, and other accruals.

### Use of estimates

The preparation of financial statements in conformity with U.S.GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. On an ongoing basis, 5CHC's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. 5CHC's management believes that the estimates and assumptions are reasonable in the circumstances; however, actual results could differ from those estimates.

### **Net assets**

The financial statements report net assets and changes in net assets in two classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

### Net assets without donor restrictions

Net assets without donor restrictions are resources available to support operations. The only limits on the use of these net assets are the broad limits resulting from the nature of the organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, plus any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

### Net assets with donor restrictions

Net assets with donor restrictions are resources that are restricted by donors for use for specified purposes or in certain future periods. Some donor-imposed restrictions are temporary in nature, and the restrictions expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; 5CHC must continue to use the resources in accordance with the donors' instructions. Restricted support is recorded as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized.

When donors' restrictions are satisfied, either by using the resources in the manner specified by the donors or by the passage of time, the expiration of the restrictions are reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions. Net assets restricted for acquisition of buildings or equipment (or less commonly, the contribution of those assets directly) are reported as net assets with donor restrictions until the specified assets are placed in service by 5CHC, unless the donors provide more specific instructions about the period of the assets' use.

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Note 2 - Significant Accounting Policies (continued)

### Classification of transactions

All revenues are reported as increases in net assets without donor restrictions in the statement of activities unless any donor specified the use of the related resources for a particular purpose or in a future period. All expenses are reported as decreases in net assets without donor restrictions. Net investment gains and losses are recorded as increases or decreases, respectively, of restricted net assets until designated to be spent when they are recorded as unrestricted net assets.

### Cash and cash equivalents

Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or less at the date of purchase.

### Grants receivable and allowance for doubtful accounts

Receivables are accounted for on the accrual basis and become past due after 60 days. No allowance for uncollectable accounts has been provided, as 5CHC typically collects all outstanding amounts. Grant receivables are written off if all efforts at collection have failed and management determines that collection is unlikely. Receivables older than 90 days totaled \$65,266, at December 31, 2020.

### Donations of property and equipment

Donations of property and equipment (long-lived assets) that do not have donor imposed stipulations about how long the property must be used are recorded as unrestricted contributions in the fiscal year received.

### **Property and equipment**

Purchases of fixed assets costing \$2,500 or more are capitalized. Donated fixed assets valued at \$2,500 or more are capitalized and recorded at fair value at the time of receipt. Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. The cost and accumulated depreciation of property sold or retired is removed from the related asset and accumulated depreciation accounts and any resulting gain or loss is recorded in the fiscal year of disposal. Depreciation is calculated utilizing the straight-line method over the estimated useful lives of the assets, that range from 5 to 10 years for furniture and equipment, 10 to 40 years for building and building improvements.

### Impairment of long-lived assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the asset to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition. If any long-lived assets are considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the asset exceeds the fair value as determined from an appraisal, discounted cash flow analysis or other valuation technique. There was no impairment loss recognized during the year ended December 31, 2020.

### Investments

Investments typically consist of donated, publicly traded securities with readily determinable fair values, presented at fair value in the statement of financial position. Realized and unrealized gains and losses are included in the change in net assets in the accompanying statement of activities. Donated securities are recorded at their fair value on the date of donation which is the closing price per share per published stock market reports. Donated securities are sold upon receipt to ensure the highest value of the security is received as intended by the donor(s).

### **Accounting for contributions**

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Note 2 - Significant Accounting Policies (continued)

### **Accounting for contributions (continued)**

restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as restricted until the payment is due, unless the contribution is clearly intended to support activities of the current fiscal year. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

### Contributions in-kind

5CHC sometimes receives contributions in a form other than cash. Donated supplies are recorded as contributions at the date of the gift and as expenses when the donated items are placed into service or distributed. If 5CHC receives a contribution of land, buildings, or equipment, the contributed asset is recognized as an asset at its estimated fair value at the date of the gift, provided that the value of the asset and its estimated useful life meets 5CHC's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

5CHC benefits from personal services provided by many volunteers. Those volunteers have donated regular amounts of time and services in 5CHC's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in the financial statements. 5CHC records the fair value of contributed services in the financial statements if the services either (a) create or enhance a nonfinancial asset or (b) require specialized skills; are provided by persons possessing those skills; and would need to be purchased if they were not donated as required by ASC 958.

### **Grant revenue**

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue for federal agencies is subject to independent audit under the Office of Management and Budget's audit requirements for federal awards and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, 5CHC's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the organization.

### **Expense recognition and allocation**

The cost of providing 5CHC's programs and other activities is summarized on a functional basis in the statement of functional expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefitted using a reasonable allocation method that is consistently applied, as follows:

Salaries, wages, benefits, and payroll taxes are allocated based on activity reports prepared by key personnel.

Occupancy costs such as utilities, depreciation, and interest are allocated based on the actual costs per square foot for each program.

Insurance, some supplies and miscellaneous expenses that cannot be directly identified are allocated on the basis of employee headcount for each program and supporting activity.

Every 3 years, or more often when new space or programs are added, the bases on which costs are allocated are evaluated.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of 5CHC.

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Note 2 - Significant Accounting Policies (continued)

### Expense recognition and allocation (continued)

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years. 5CHC generally does not conduct its fundraising activities in conjunction with its other activities. In the few cases in which it does, such as when the annual report or donor acknowledgements contain requests for contributions, joint costs are allocated between fundraising and management and general expenses in accordance with U.S. GAAP for costs of activities that include fundraising.

### **Advertising costs**

Advertising costs are recorded as expenses of the applicable program in the period incurred.

### Income taxes

5CHC has been determined to be exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2). With few exceptions, 5CHC is no longer subject to U.S. federal and state income tax examinations by tax authorities for fiscal years before January 1, 2016.

The preparation of financial statements in conformity with U.S. GAAP requires 5CHC to report information regarding its exposure to various tax positions taken by 5CHC. 5CHC has determined whether any tax positions have met the recognition threshold and has measured any entity exposure to those tax positions. Management believes that all relevant tax positions have been adequately addressed and that there are no unrecorded tax liabilities. Federal and state tax authorities generally have the right to examine and audit the previous three years of tax returns filed.

### Subsequent events

Management has evaluated subsequent events through May 18, 2021, which was the date the financial statements were available to be issued.

### Fair value measurements

FASB ASC 820, Fair Value Measurements and Disclosures, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described on the following page.

Level 1. Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that 5CHC has the ability to access.

Level 2. Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active or inactive markets, inputs other than quoted prices that are observable for the asset or liability, and inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3. Inputs to valuation methodology are unobservable and significant to the fair value measurement.

5CHC did not have any assets or liabilities using Level 3 valuation methodology.

The primary uses of fair value measures in 5CHC's financial statements are as follows:

Initial measurement of in-kind contributions including donated public securities.

### Change in accounting principles

FASB is the Financial Accounting Standards Board and ASU is Accounting Standards Update.

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Change in accounting principles (continued)

5CHC implemented FASB ASU No. 2016-01 - Financial Instruments-Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities in the current year. This ASU did not have an effect on 5CHC's financial statements since the required disclosures are made annually.

5CHC implemented FASB ASU No. 2016-18 - Statement of Cash Flows (Topic 230): Restricted Cash in the current year which added a column on the statement of cash flows for restricted cash activity.

5CHC implemented FASB ASU No. 2014-09 - Revenue from Contracts With Customers (Topic 606). This ASU did not have an effect on 5CHC's financial statements.

5CHC implemented FASB ASU No. 2018-08 - Revenue Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958). This ASU did not have an effect on 5CHC's financial statements.

### Note 3 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of December 31, 2020 are:

Financial assets:	Amount
Cash	\$ 196,659
Grants receivable	420,666
Prepaid expenses	8,264
Deposits	7,646
Total financial assets	633,235
Less financial assets held to meet donor-imposed restrictions:	
Restricted cash	7,500
Total restricted financial assets	7,500
Amount available for general expenditures within one year	\$ 625,735

Restricted cash of \$7,500 is not available for general operations, rather it is restricted for a specific purpose. The deposits are rental deposits and will be returned to 5CHC in 2021, and, accordingly are included in the amount available for general expenditures in the next year.

5CHC also has a bank line of credit of \$125,000 for cash flow purposes if grants receivable continue to be collected slowly during the pandemic.

### Note 4 - Cash

Cash and money market funds are held in separate bank and investment accounts. All cash deposits were insured by federal depository insurance at December 31, 2020, and consisted of the following:

	 Balance per			
	Bank	Books		
SESLOC Credit Union money market	\$ 100,016	\$ 100,016		
SESLOC Credit Union share account	5	5		
Mechanics Bank operations	112,560	95,411		
Mechanics Bank programs	1,202	1,027		
Petty cash	 -	200		
Subtotal cash in banks and on hand	213,783	196,659		
Less restricted cash	-	7,500		
Total operating cash	\$ 213,783	\$ 189,159		

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Note 5 - Concentrations

Concentrations of grants receivable at December 31, 2020 are as follows:

	Amount	% of Total
San Luis Obispo County (all grants)	\$ 364,086	86.55%
City of Grover Beach (CDBG)	42,591	10.12%
All other	13,989	3.33%
Total accounts receivable	\$ 420,666	100.00%

Concentrations of support and revenues for the year ended December 31, 2020 are as follows:

		Amount	% of Total
San Luis Obispo County (all grants)	\$	580,816	38.32%
City of Grover Beach (all grants)		181,032	11.94%
Other government contracts		29,633	1.95%
Other grants		142,033	9.37%
Contributions (individuals and businesses)		379,839	25.06%
Contributions in-kind		131,957	8.71%
Other		70,560	4.65%
Total support and revenues	\$ 1	1,515,870	100.00%

### Note 6 - Prepaid Expenses and Deposits

Prepaid expenses and deposits consisted of the following at December 31, 2020:

Prepaid expenses:	A	mount
Prepaid employee benefits	\$	3,446
Prepaid rent		4,306
Prepaid property taxes		512
Total prepaid expenses	\$	8,264
Deposits:		
Former office deposit (to be refunded in 2021)	\$	7,146
Warming Center deposit (to be refunded in 2021)		500
Subtotal current deposits		7,646
WEX Bank, gas credit card deposit (long-term)		500
Total deposits	\$	8,146

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Note 7 - Property and Equipment

Property and equipment activity for the fiscal year ended December 31, 2020, is detailed in the following schedule.

	Beginning			Ending
Property and equipment:	Balance	Additions	Disposals	Balance
Land	\$ 350,000	\$ -	\$ -	\$ 350,000
Building	525,500	-	-	525,500
Improvements	-	97,759	-	97,759
Vehicles	15,248	-	-	15,248
Equipment	8,135	8,193		16,328
Fixed assets at cost	898,883	105,952	-	1,004,835
Less: Accumulated depreciation	11,163	17,717		28,880
Net fixed assets	\$ 887,720	\$ 88,235	\$ -	\$ 975,955

### Note 8 - Investments

Investment activity for the year ended December 31, 2020 is detailed below.

	Cost		Sale	Re	ealized	Fair Value
Donated stocks	 Basis	Pr	oceeds	Gai	in(loss)	Level
Abbott Labs, 54 shares, 12/2/2020	\$ 5,840	\$	5,736	\$	(104)	1
Abbott Labs, 23 shares, 12/23/2020	 2,471		2,497		26	1
Total	\$ 8,311	\$	8,233	\$	(78)	

The stocks were held long enough to sell, accordingly, no other investment income was earned. See Note 14 on in-kind contributions. The above stocks are considered fair value level 1 investments. See Note 2 on pages 10-11 for more details. In brief, the stocks were valued for cost basis at the closing stock market price on the dates of donation.

### Note 9 - Deferred Revenue

Deferred revenue consists of payments received from area governments for contracts that have not yet been earned. Deferred revenue is moved to contract revenue once the funds are earned. Deferred revenue for the year ended December 31, 2020 consisted of the following:

Deferred	revenue
----------	---------

circa revenue		
Vendor, Program	Program	Amount
City of Arroyo Grande, Warming Center		\$ 444
City of Pismo Beach, operations		15,000
Emergency Food and Shelter National Board Program (EFSP)		
Coronavirus Aid, Relief, and Economic Security (CARES) Act	\$ 188	
EFSP	3,087	3,275
San Luis Obispo County		
Community Based Organization (CBO), Preventive Health Grant		21,411
Bank of the Sierra, COVID-19		4,719
Hoag Foundation, operations		8,750
Community Foundation of San Luis Obispo County (CFSLOCo)		
Eviction Prevention (EP)	9,319	
Adult Health	17,000	
Opportunity to Thrive grant program	4,078	
Community Needs	3,715	34,112
Central Coast Funds for Children grant (CCFC)		3,000
Total deferred revenue		\$ 90,711
1/		

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Note 10 - Bank Line of Credit

5CHC has a \$125,000 line of credit with Mechanics Bank at prime plus 2.75% or 8.25% in 2020. The line of credit matures on July 9, 2020, and is secured by all assets of 5CHC. Interest expense on the line of credit totaled \$1,505 for 2020 including an annual loan fee of \$750. There was no outstanding balance on the credit line at December 31, 2020 and activity for the line during 2020 is as follows:

	Beginning			Ending
	Balance	Borrowed	Repaid	Balance
Bank line of credit activity	\$ 47,457	\$ 42,000	\$ (89,457)	\$ -

### Note 11 - Notes Payable

Notes payable consisted of the following at December 31, 2020:

	/	Amount
Note payable to Mechanics Bank for the Paycheck Protection Program loan sponsored by the U.S. Small Business Administration (SBA), dated April 24, 2020, payments begin in 2021 unless the forgiveness application is successful, matures April 24, 2024, repayable in 18 monthly payments of principal plus		
interest at 1%, totaling \$4,924, unsecured. See Note 20.  Note payable to the SBA for Economic Disaster Injury Loan (EIDL) of \$150,000, dated September 1, 2020, matures September 1, 2050 when all outstanding	\$	87,500

total \$641 and begin on September 1, 2021. Secured by all assets of 5CHC and

interest expense includes a \$100 lien filing fee.	150,000_
Total notes payable	237,500
Less current portion	55,226_
Long-term portion	\$ 182.274

Notes payable maturities are as follows:

Year ending December 31,		Amount	
2021	\$	55,226	
2022		33,145	
2023	3,637		
2024		3,738	
2025		3,949	
Thereafter		137,805	
Total Notes payable	\$	237,500	

### Note 12 - Net Assets With Donor Restrictions

Net assets with donor restrictions activity for the year ended December 31, 2020, is as follows:

Be	ginning					Е	nding
В	alance	Red	ceived	Rel	eased	В	alance
\$	2,500	\$	-	\$	-	\$	2,500
	5,000		-		-		5,000
\$	7,500	\$	-	\$	-	\$	7,500
		\$ 2,500 5,000	\$ 2,500 \$ 5,000	Balance         Received           \$ 2,500         \$ -           5,000         -	Balance         Received         Rel           \$ 2,500         \$ - \$           5,000         -	Balance         Received         Released           \$ 2,500         \$ -         \$ -           5,000         -         -	Balance         Received         Released         Balance           \$ 2,500         \$ -         \$ -         \$ -           5,000         -         -         -         -

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Note 13 - Special Events

5CHC held four special events during 2020 as detailed below. Special event revenue excludes contributions generated by the events which totaled an additional \$10,126, presented in individual contributions on the accompanying statement of activities.

	Event	Direct	Net
Special events:	Revenue	Costs	Income
Empty Bowls	\$ 43,570	\$ 6,533	\$ 37,037
Fin's Fiesta and Fin's Giving Tuesday	20,547	806	19,741
Hope for Homeless Golf Tour	14,997	1,153	13,844
Total special events	\$ 79,114	\$ 8,492	\$ 70,622

### Note 14 - Contributions In-kind

5CHC received in-kind contributions from many donors during the year ended December 31, 2020 as listed below.

In-kind contribution:		Amount
Special events auction items and supplies	\$	55,504
Donated stocks (see Note 8 for details)		8,311
Warming Center blankets and other items		5,606
Other program supplies		60,269
Operating supplies		2,267
Total in-kind contributions income		131,957
Less donated stocks capitalized as investments		(8,311)
Total in-kind contributions expense	\$	123,646

In addition to the above in-kind contributions, 141 volunteers provided 1,750 hours of work valued at \$52,413 for the year ended December 31, 2020. These services did not meet the criteria for recognition in these financial statements as described in Note 2.

### Note 15 - Revenue from Contracts

### Disaggregation of revenue

5CHC is awarded contracts from local government agencies for provision of services to individuals and families who are homeless, are facing homelessness, or require support to remain housed in south San Luis Obispo County. Support, such as grants and contributions, are received and recorded as income when received since they are not contracts with performance obligations.

Type of income:	Amount	% of Total	
Contracts	\$ 791,481	52.21%	
Grants and contributions	653,829	43.13%	
Other revenue	70,560	4.66%	
Total support and revenue	\$1,515,870	100.00%	

### **Grant receivables**

Grant receivables on the accompanying statement of financial position records amounts owed for contracts that are either not yet completed or not yet paid for in full. Grant receivables for 2020 are as follows:

Grant receivables beginning balance	\$ 159,868
Grant receivables ending balance	420,666
Amount of change	260,798
Percent change	163%

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Note 15 - Revenue from Contracts (continued)

### **Deferred revenue**

All of the revenue deferred received last year for unearned contract revenue was earned in 2020 as follows:

	Beginning			Ending
	Balance	Received	Earned	Balance
Deferred revenue from contracts	\$ 38,604	\$ 90,711	\$ (38,604)	\$ 90,711

See Note 9 for deferred revenue detail.

### **Performance obligations**

Contracts generally run for one fiscal year, some longer. All contracts are invoiced to funders as services are provided and revenue is earned, typically on a monthly basis. Contract revenue that has not been recognized at December 31, 2020 was approximately \$2,123,026. Of these remaining performance obligations, 5CHC expects to recognize revenue of 57% of this balance over the next twelve months and 43% thereafter.

### Other revenue and cost of revenue

Other revenue is primarily special events revenue as detailed in Note 13 along with direct costs of special events. The remaining revenue is interest income and investment loss.

### Note 16 - Operating Leases

5CHC leases office and Warming Center space under operating leases that mature in 2021. Rent Expense for the year ended December 31, 2020 totaled \$56,933 for these leases as presented in the accompanying statement of functional expenses. Future lease maturities total \$16,306 to be paid for rent in 2021, with \$4,306 due for office rent and \$12,000 for Warming Center rent.

### Note 17 - Concentrations of Risk

Amounts held in financial institutions may at times be in excess of the Federal Deposit Insurance Corporation and Securities Investor Protection Corporation limits during the year. 5CHC deposits its cash with high quality financial institutions and management believes 5CHC is not exposed to significant credit risk on those amounts.

The majority of 5CHC's grants and contracts are received from governmental agencies and foundations. As such, 5CHC's ability to generate resources via grants and contributions is dependent upon the economic health of the governmental agencies and area foundations. An economic downturn could cause a decrease in grants and contributions that coincides with an increase in demand for 5CHC's services.

### Note 18 - Commitments

5CHC has a contract with a construction company for roof, windows, and renovations to its building at 100 S. 4th Street for \$50,134. The contract balance at December 31, 2020 was \$27,145. Of this amount \$12,459 is accrued as accounts payable and \$14,686 will be completed in 2021.

### **Note 19 - Prior Period Adjustments**

Prior period adjustments were necessary to correct the beginning balance of net assets including restricted contributions recorded as restricted net assets and as unrestricted deferred revenue, plus the omission of 2019 accruals such as prepaid health insurance, accrued wages and paid-time off. Adjustments to the beginning balance of net assets for these prior year accruals are detailed in the following schedule:

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Note 19 - Prior Period Adjustments (continued)

		Net	Assets	
Prior period adjustments:	Unrestricted	Re	stricted	Total
Net assets beginning balance at January 1, 2020 Reclass restricted net assets from	\$ 971,297	\$	7,500	\$978,797
deferred revenue at year-end 2019 Record January 2020 health insurance as	7,500		-	7,500
prepaid expenses at year-end 2019	2,068		-	2,068
Record accrued wages at year-end 2019	(14,988)		-	(14,988)
Record paid time off at year-end 2019	(4,502)		-	(4,502)
Total prior period adjustments	(9,922)		-	(9,922)
Net assets beginning balance, restated	\$ 961,375	\$	7,500	\$ 968,875

### Note 20 - Subsequent Events

### **Funding**

The following grants and contracts were awarded or renewed by 5CHC's current funders for one or more fiscal years beginning after December 31, 2020:

Contracts	Amount
CAPSLO for various programs	\$ 507,811
City of Grover Beach, Community Development Block Grant	187,301
San Luis Obispo County, various programs	1,332,003
Good Samaritan, Supportive Services for Veterans Families	31,023
Local Initiatives Support Corp., Emergency Rental Assistance	88,936
Total contracts	2,147,074
Grants	
Bank of America	10,000
Bank of the Sierra, COVID-19	9,719
Central Coast Funds for Children	3,000
Community Foundation of San Luis Obispo County	62,269
City of Arroyo Grande	444
City of Pismo Beach	15,000
San Luis Obispo County	21,411
Emergency Food and Shelter Program	7,739
Hoag Foundation	8,750
Subtotal grants	138,332
Total contracts and grants	\$ 2,285,406

### **Bank Line of Credit**

Mechanics Bank line of credit was renewed in September 2020. The line maximum borrowing amount remains \$125,000, at prime plus 2.75% or 6% initial rate, matures on July 9, 2022 and is secured by all assets of 5CHC.

### **Notes Payable**

The SBA Paycheck Protection Program loan of \$87,500 through Mechanics Bank was forgiven in full on March 24, 2021 including accrued interest totaling \$812. The loan forgiveness changes the notes payable maturity schedule presented in Note 11 to the following amounts for the EIDL loan only. The negative amount due in 2021 occurred because loan payments do not begin until September 2021 while interest accrued from September 2020 and was added to principal (negative net payments).

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended December 31, 2020

### Note 20 - Subsequent Events (continued)

### **Notes Payable (continued)**

Revised notes payable maturities are as follows:

Year ending December 31,	Amount	
2021	\$	(2,667)
2022		3,538
2023		3,637
2024		3,738
2025		3,949
Thereafter		137,805
Total Notes payable	\$	150,000

# 5CITIES HOMELESS COALITION (5CHC) CONFLICT-OF-INTEREST POLICY

The purpose of this conflict-of-interest policy is to prevent the institutional or personal interests of 5CHC board members, officers, volunteers and staff in decision making roles from interfering with the performance of their duties to 5CHC, and to ensure that there is no personal, professional, or political gain at the expense of 5CHC. This policy is not designed to eliminate relationships and activities that may create a duality of interest, but to require the disclosure of any conflicts of interest and the recusal of any interested party in a decision relating thereto.

A conflict of interest may exist when the interests or potential interests of any director, officer, volunteer (in a decision making role) or staff member, or that person's close relative, or any individual, group, or organization to which the person associated with 5CHC has allegiance, may be seen as competing with the interests of 5CHC, or may impair such person's independence or loyalty to 5CHC. A conflict of interest is defined as an interest that might affect, or might reasonably appear to affect, the judgment or conduct of any director, officer, volunteer (in a decision making role) or staff member in a manner that is adverse to the interests of 5CHC.

### **Examples**

A conflict of interest may exist if a director, officer, volunteer (in a decision making role), staff member, or close relative

- Has a business or financial interest in any third party dealing with 5CHC. This
  does not include ownership interest of less than 5 percent of outstanding
  securities of public corporations.
- Holds office, serves on a board, participates in management, or is employed by any third party dealing with 5CHC, other than direct funders to 5CHC.
- Derives remuneration or other financial gain from a transaction involving 5CHC (other than salary reported on a W-2 or W-9 or salary and benefits expressly authorized by the board).
- Receives gifts from any third party on the basis of his or her position with 5CHC (other than occasional gifts valued at no more than \$[50], or if valued at more than \$[50], the gift is made available in a team space or common area for others to share — e.g., fruit baskets, boxes of candy). All other gifts should be returned to the donor with the explanation that 5CHC policy does not permit the acceptance of gifts. No personal gift of money should ever be accepted.
- Engages in any outside employment or other activity that will materially encroach on such person's obligations to 5CHC; compete with 5CHC's activities; involve any use of 5CHC's equipment, supplies, or facilities; or imply 5CHC's sponsorship or support of the outside employment or activity

### Use of Information

Directors, officers, volunteers (in decision making role) and staff shall not use information received from participation in 5CHC affairs, whether expressly denominated as confidential or not, for personal gain or to the detriment of 5CHC.

### **Disclosure and Recusal**

Whenever any director has a conflict of interest or a perceived conflict of interest with 5CHC, he or she shall notify the board chair of such conflict in writing.

Whenever any staff member (paid or volunteer), or volunteer (in a decision making role) has a conflict of interest or a perceived conflict of interest with 5CHC, he or she shall notify the chief executive of such conflict in writing.

When any conflict of interest is relevant to a matter that comes under consideration or requires action by the board, or a board committee, the interested person shall call it to the attention of the board chair and shall not be present during board or committee discussion or decision on the matter. However, that person shall provide the board or applicable committee with any and all relevant information on the particular matter.

The minutes of the meeting of the board or its committee shall reflect that the conflict of interest was disclosed, that the interested person was not present during discussion or decision on the matter, and did not vote.

### **Dissemination**

A copy of this conflict-of-interest policy shall be furnished to each director, officer, volunteer (in a decision making role) and staff member who is presently serving this organization or who may become associated with it.

### Certification

The policy and its application shall be reviewed annually for the information and guidance of directors, officers, volunteers (in a decision making role) and staff members, each of whom has a continuing responsibility to scrutinize their transactions and outside business interests and relationships for potential conflicts of interest, and make such disclosures as described in this policy.

As administered by the chief executive, each director or volunteer (in a decision making role) will be asked to complete a certification of agreement with the policy and disclosure of any known conflicts of interest upon his or her election or reelection to the board and annually thereafter. As administered by the employee in charge of human resources, each senior staff member will be asked to complete such a certification upon his or her employment and on an annual basis thereafter. All certifications shall be reviewed by the board as appropriate.

# CONFLICT CERTIFICATION FOR 5CHC Board and Senior Staff

Please initial in the space at the end of Item A or complete Item B, whichever is appropriate; complete the balance of the form; sign and date the statement; and return it to the board chair.

A.	family or myself that might res	nship or interest or situation involving me sult in, or give the appearance of being such family member or me on one hand	,			
В.	a member of my family that I	es, interests, or situations involving me of consider might result in or appear to be tial conflict of interest between such fan and and 5CHC on the other.	•			
Corporate (either nonprofit or for-profit) directorships, positions, and employment:						
Me	mberships in the following org	ganizations:				
	ntracts, business activities, an	d investments with or in the following				
Otl	ner relationships and activities	:				
My	primary business or occupation	on at this time:				
bo	und by it. I will promptly inform	C's Conflict-of-Interest Policy and agre the board chair of 5CHC of any materi mation contained in the foregoing state	al			
 Ty	pe/Print Name	Signature Dat	 e			

### **5CITIES HOMELESS COALITION**



### **DIVERSITY AND INCLUSION**

At 5CHC, Diversity and Inclusion are more than just words, they are values and principles that shape our organizational culture and guide how we interact with one another, our partners, clients, donors, volunteers and community. These values are not high-minded theory that we save only for discussions at staff meetings and retreats. We believe that these values are the foundation for our philosophy, culture, and practices and are present in every 5Cities Homeless Coalition employee, volunteer, and Board member. Those who we serve are resilient, diverse, and multi-cultural, and we are committed to reflecting this in our Staff, Board and workplace. We are striving to create an environment where everyone feels empowered to be their full, authentic self; where all voices are welcomed, heard and valued; where our similarities are embraced, our differences respected, and both are celebrated for the value they bestow.

### R-I-T-E VALUES

Our values shape our organizational culture and guide how we interact with one another, our partners, clients, donors, volunteers and community. These values are not high-minded theory that we save only for discussions at staff meetings and retreats. We believe that these values are the foundation for our philosophy, culture, and practices and are present in every 5Cities Homeless Coalition employee, volunteer, and Board member.

### RESPECT

We see the whole person, and do not simply focus on the barrier or issue they may face. We recognize the contributions and value of each individual.

### CARING

We desire to make a difference in the lives of others by acting with compassion, empathy and truth. We begin by listening, with a focus on putting ourselves in the shoes of others.

### ELEVATE

We seek to lift up our customers and teammates through positivity, confidence, and graciousness.

### DIVERSITY

We recognize the contributions and value of each individual. We are committed to a positive environment in which everyone may experience a sense of belonging and worth.

### INCLUSIVE

We embrace each individual's unique talents and honor our diversity in life and work. We share our stories of heritage, strengths and vulnerabilities so that we may grow together.

### SAFETY

We maintain a safe environment for our employees, volunteers, clients and community.

5CHC DEI Policy.docx Page 1 of 3

### INTEGRITY

We act with transparency, integrity, and honesty.

### HONESTY

We conduct our business with honesty and transparency. We are trustworthy and authentic.

### ACCOUNTABILITY

We hold ourselves accountable for our choices, actions, and results. When things don't go as planned, we proactively use the experience as an opportunity to share and learn.

### COMPLIANCE

We do what we say we will do. We honor the commitments we make, whether to clients, donors, agency partners or to one another.

### CONFIDENTIALITY

We strictly protect all confidential information we may have about our clients, donors, employees or the organization.

### STEWARDSHIP

We recognize that we have a responsibility to the community to maintain the public trust through fiscal accountability and transparency.

### **TEAMWORK**

We are a team on a mission, and will achieve our goals by working together.

### COOPERATION

We overcome obstacles, find solutions and deliver exceptional results through cooperation and teamwork. We openly offer our ideas and suggestions while objectively considering ideas from others.

### SERVICE

We put mission and team before self.

### RELATIONSHIPS

We seek to connect with clients, partners, donors, and each other to drive success. By building relationships, we deliver better results together.

### COMMUNICATION

We build trust through constructive, candid communication that serves the common good.

### COMMITMENT

We are committed to putting forth our personal and professional best toward our shared mission.

### **EXCELLENCE**

We constantly push ourselves to be our best.

### IMPACT

We focus on solutions, and aspire to make an impact every day through our talents, passion and hard work.

### PERSISTENCE

We recognize that the stakes are high for those we serve, and we endeavor to knock down barriers to their success.

5CHC DEI Policy.docx Page 2 of 3

### MISSION-FOCUSED

We live by our mission and act with great urgency to achieve life-changing results.

### INNOVATION

We operate with an intense focus to continually improve and strive to become the benchmark through innovation and initiative.

### LEARNING

We strive to foster personal development and professional growth through continuous learning opportunities for our employees, clients, volunteers and community.

5CHC DEI Policy.docx Page 3 of 3

related injuries and illnesses.

### **Substance Abuse**

The use of illegal drugs, and the abuse of legal drugs, is a matter of grave concern to the Organization. Consumption of alcohol or drugs prior to or while working is strictly prohibited. A limited exception for the consumption of alcohol is permitted if an employee is attending an Organization-sanctioned event and is expressly authorized by the Executive Director to consume alcohol during the event. Except as expressly provided, the use or possession of any intoxicants or controlled substances during work hours or on Organization property is strictly prohibited. If you are taking any medication which may adversely affect your ability to perform your job in a safe or productive manner, you must report that situation to the Executive Director.

### **Drug-Free Workplace Policy and Awareness Program**

5CHC strives to maintain an employment environment free of illegal drugs. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on company-owned or controlled property. This policy applies equally to supervisors, managers, employees and new hires still in the probationary period of employment.

The Executive Director shall be responsible for establishing a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the 5CHC policy of maintaining a drug-free workplace, the availability of drug counseling and rehabilitation programs, and the penalties for violating this policy.

Compliance with this policy is a condition of employment. Any employee who violates this policy is subject to disciplinary action that may include, but is not limited to, warnings, reprimands, suspension, expulsion, demotion, or dismissal. Within 30 days of receiving notice that an employee has violated this drug-free workplace policy, the Executive Director will take appropriate disciplinary action against the employee.

5CHC will implement this policy in a manner that complies with relevant federal, state and local law.

### **Security of Organization Premises and Property**

All doors leading to public areas should be kept closed at all times. All employees with keys to the Organization premises must use those keys responsibly, and must report any loss of theft of keys immediately to the Executive Director. All keys must be returned to the Organization upon the termination of employment.

Theft of any property belonging to the Organization, its employees, or its customers will not be tolerated. Any theft by an employee, regardless of the value, may subject the employee to immediate discharge and criminal prosecution.

### **Driving for Organization Business**

Organization employees who may be required to drive their personal vehicle on Organization business must possess a valid California state driver's license and proof of liability insurance. Any accident, no



# **5Cities Homeless Coalition Housing First Policy**

For 5Cities Homeless Coalition "Housing First" means that we seek to provide housing as a means to recovery, rather than a reward. Our overarching goal is to connect homeless people to permanent housing as quickly as possible. Meeting the client "where they're at," our work is focused on the development of a case plan that is oriented toward their success in obtaining or maintaining housing, which is predicated by consumer choice and self-determination. Our services support the client in identifying the barriers to stable housing that they are experiencing, and assisting them with services to address these fundamental challenges. Each level of service adheres to Housing First practices, which are embedded in policies, procedures, and staff training.

Through this Housing First lens, we engage clients in a progressive process that takes our clients through engagement, assessment, diversion, and addressing immediate needs (such as food and sheltering) as we work with the client with housing stabilization planning, including financial management.

5Cities Homeless Coalition offers services as needed and requested on a voluntary basis and does not make housing contingent on participation in services. Within the Housing First framework, our approach with clients is based on the following principles:

- Trauma Informed;
- Housing Focused;
- Recovery Oriented;
- Person Centered; and
- Strengths Based.

# 5CITIES HOMELESS COALITION POLICY AND PROCEDURES FOR COMMUNICATION WITH PERSONS WITH LIMITED ENGLISH PROFICIENCY

### **POLICY:**

5Cities Homeless Coalition (5CHC) will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. The policy of 5Cities Homeless Coalition is to ensure meaningful communication with LEP clients and their authorized representatives involving their participation in 5CHC programs. The policy also provides for communication of information contained in vital documents, including but not limited to, waivers of rights, consent release information, etc. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and clients and their families will be informed of the availability of such assistance free of charge.

Language assistance will be provided through use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

5Cities Homeless Coalition will conduct a regular review of the language access needs of our clients, as well as update and monitor the implementation of this policy and these procedures, as necessary.

### **PROCEDURES:**

### 1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

5Cities Homeless Coalition will promptly identify the language and communication needs of the LEP person. If necessary, staff will use a language identification card (or "I speak cards," available online at www.lep.gov) or posters to determine the language. In addition, when records are kept of past interactions with clients or family members, the language used to communicate with the LEP person will be included as part of the record.

### 2. OBTAINING A QUALIFIED INTEPRETER

5CHC Associate Director and Program Managers are responsible for:

(a) Maintaining an accurate and current list showing the name, language, phone number and hours of availability of bilingual staff;

- **(b)** Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- (c) Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

### MIXTECO:

Herencia Indigena provides qualified interpreter services in Mixteco;

Irebid Gilbert MPP, BA - Executive Director: director@herenciaindigena.com Judity Sanchez, Program Manager: judith@herenciaindigena.com <a href="https://www.Herenciaindigena.com">www.Herenciaindigena.com</a>
P: (805) 619-5383

### ASL:

Independent Living Resources provides American Sign Language Interpreters Operations Coordinator: <a href="mailto:interp@ilrc-trico.org">interp@ilrc-trico.org</a>, 805-963-0595 ext 106.

ASL After Hours/Emergency Numbers

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and after the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other clients will not be used to interpret, in order to ensure confidentiality of information and accurate communication.

### 3. PROVIDING WRITTEN TRANSLATIONS

- (a) When translation of vital documents is needed, 5CHC will submit documents for translation into frequently-encountered languages to 5CHC HMIS Program Support Specialist. Original documents being submitted for translation will be in final, approved form with updated and accurate legal and medical information.
- **(b)** 5CHC will provide translation of other written materials, if needed, as well as written notice of the availability of translation, for LEP individuals.

### 4. PROVIDING NOTICE TO LEP PERSONS

5CHC will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the lobby, client meeting rooms, etc. Notification will also be provided through one or more of the following: outreach documents, website, signage.

### 5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis 5CHC will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, 5CHC will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, equipment used for the delivery of language assistance, complaints filed by LEP persons, feedback from patients and community organizations, etc.

### **5CHC Limited English Proficiency (LEP) Policy Statement**

5Cities Homeless Coalition is committed to ensuring that all clients have meaningful and equal access to services. Clear communication and mutual understanding are essential components of consistently effective, high-quality services to clients, regardless of Limited English Proficiency.

To ensure that all clients are able to effectively utilize our services, we will assign Limited English Proficiency clients and/or their immediate family members to staff proficient in the client's/family's primary language or will arrange appropriate translation or interpretative services, free of charge.

To ensure a positive, welcoming physical environment, we utilize universal symbols to designate respective male and female restrooms, exits, handicap areas, and to indicate that our facility is smoke-free.



# 5Cities Homeless Coalition Rapid Re-Housing & Homeless Prevention Program Serving San Luis Obispo County

5CHC DRAFT 9.6.2021

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### 1. Introduction

The Emergency Solutions Grant Program (ESG) is administered by 5Cities Homeless Coalition (5CHC) with referrals and support from a coalition of non-profit agencies serving the homeless and at-risk population in San Luis Obispo County. Clients from throughout the county are referred to this program.

The ESG Program has been developed within the parameters set forth by HUD and input from the County's Continuum of Care. The ESG Program set forth was designed to maximize to the extent possible partner agency and community resources within the funding constraints. This program is targeted to serve individuals and families who "without" this assistance will remain homeless.

### 2. 5CHC's Guiding Principles

### I. Housing First

For 5Cities Homeless Coalition "Housing First" means that we seek to provide housing as a means to recovery, rather than a reward. Our overarching goal is to connect homeless people to permanent housing as quickly as possible. Meeting the client "where they're at," our work is focused on the development of a case plan that is oriented toward their success in obtaining or maintaining housing, which is predicated by consumer choice and self-determination. Our services support the client in identifying the barriers to stable housing that they are experiencing, and assisting them with services to address these fundamental challenges. Each level of service adheres to Housing First practices, which are embedded in policies, procedures, and staff training.

Through this Housing First lens, we engage clients in a progressive case management model that takes our clients through engagement, assessment, diversion, and addressing immediate needs (such as food and sheltering) as we work with the client with housing stabilization planning, including financial management.

5Cities Homeless Coalition offers services as needed and requested on a voluntary basis and does not make housing contingent on participation in services. Within the Housing First framework, our approach with clients is based on the following principles: Trauma Informed; Housing Focused; Recovery Oriented; Person Centered; and Strengths Based.

### II. Personal and Professional Integrity

All staff, board members, and volunteers of 5CHC and its partners act with honesty, integrity, and openness in all their dealings as representatives of the organization. The organization promotes a working environment that values respect, integrity, teamwork, and excellence through its RITE Values.

### III. Mission

5Cities Homeless Coalition strengthens our community by mobilizing resources, fostering hope, and advocating for those who are homeless and facing homelessness. 5CHC has clearly stated this mission and purpose, approved by the board, in pursuit of the public good. All of its programs support this mission and all who work for or on behalf of the organization understand and are loyal to that mission and purpose.

### IV. Governance

5CHC has an active governing body, the board, which is responsible for setting the mission and strategic direction of the organization and oversight of the finances, operations, and policies of 5CHC.

### IV. Responsible Stewardship

5CHC manages its funds responsibly and prudently. This should include the following considerations:

- Spends an adequate amount on administrative expenses to ensure effective accounting systems, internal controls, competent staff, and other expenditures critical to professional management;
- Compensates staff, and any others who may receive compensation, reasonably and appropriately;
- Knows that solicitation of funds has reasonable fundraising costs, recognizing the variety of factors that affect fundraising costs;
- Does not accumulate operating funds excessively;
- Draws prudently from funds consistent with donor intent and to support the public purpose of 5CHC;
- Ensures that all spending practices and policies are fair, reasonable, and
- Ensures that all financial reports are factually accurate and complete in all material respects.

### VI. Openness and Disclosure

5CHC provides comprehensive and timely information to the public, the media, and all stakeholders and is responsive in a timely manner to reasonable requests for information. All information about 5CHC will fully and honestly reflect the policies and practices of the organization. Basic informational data about 5CHC, such as the Form 990, will be posted online or otherwise made available to the public. All solicitation materials accurately represent 5CHC's policies and practices and will reflect the dignity of program beneficiaries. All financial, organizational, and program reports will be complete and accurate in all material respects.

### VII. Legal Compliance

5CHC is knowledgeable of, and complies with, laws and regulations. SCHC will maintain copies of all marketing, outreach, and other materials used to inform eligible persons of the program to document compliance with the requirements. 5CHC complies with CFR 578.93 requirements related to Fair Housing and Equal Opportunity.

### VIII. Program Evaluation

5CHC regularly reviews program effectiveness and has mechanisms to incorporate lessons learned into future programs. The organization is committed to improving program and organizational effectiveness and develops mechanisms to promote learning from its activities and the field. 5CHC is responsive to changes in its field of activity and is responsive to the needs of its constituencies.

### IX. Inclusiveness and Diversity

5CHC has a policy of promoting inclusiveness and its staff, board, and volunteers reflect diversity in order to enrich its programmatic effectiveness. 5CHC takes meaningful steps to promote inclusiveness in its hiring, retention, promotion, board recruitment, and constituencies served. All programs and services provided by 5CHC do not discriminate on the basis of sexual orientation or gender identity.

Commented [1]: confirm CFR 578.93

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**Commented [3]:** Mention here about random spot checks with county - sending supporting documentation with billing??

### 3. Program Overview

5CHC's ESG Program aligns with 25 CCR § 8409 Core Practices and is targeted to individuals and families who "without" this program will become or will remain homeless. This program targets area residents with the most urgent and severe needs including Families with Children; Chronically Homeless; Veterans; Unaccompanied Youth; Victims of Domestic Violence.

Following local coordinated entry protocols, we seek to identify and serve people who:

- Are unsheltered and living in places not designed for human habitation;
- Have experienced the longest amount of time homeless;
- Have multiple and severe service needs that inhibit their ability to secure housing on their own; and
- Through homelessness prevention activities, are at greatest risk of becoming literally homeless without an intervention and are at greatest risk of experiencing a longer time in shelter or on the street should they become homeless.

With these activities we will work to ensure services are low-barrier and accessible; help participants identify and resolve barriers to housing; assist them to resolve their housing crisis before focusing on other non-housing related services; allow participants to choose the services and housing that meets their needs; connect participants to appropriate services and offer financial assistance initially at a minimum level and adding as needed through progressive engagement.

The program will provide temporary financial assistance and housing relocation and stabilization services to individuals and families who are homeless, or would be homeless but for this assistance.

Services and assistance will be targeted and prioritized through the Coordinated Entry Process to those most in need of this temporary assistance, and are most likely to achieve stable housing, whether subsidized or unsubsidized, outside of ESG funding when the program concludes.

This ESG program assistance is not intended to provide long-term support for program participants, and it is not intended to provide all supportive service needs of households that affect housing stability. The program instead is part of a plan made in partnership with the family and other community resources, relies on community resources, agency partners, and mainstream benefits to help households regain stability.

Program information, including eligibility and procedures will be posted at 5chc.org/programs

### 4. Allocation of Funds for Program Activities

Eligible activities that may be funded under each program component are set forth in <u>24 CFR Parts</u> <u>§ 576.101 through § 576.107</u>. See current grant year program agreements and budgets for specific program activities and allocation of resources.

### 5. Eligibility Policies

### **Participant Eligibility**

As stated above, the primary purpose of ESG-funded rapid rehousing and prevention is to reduce entries into homelessness and/or shorten stays in homelessness to the greatest extent feasible. To be eligible to receive ESG prevention or rapid rehousing assistance, participant households in must meet both national and local requirements, and this eligibility must be documented with **Notice of Action** (eligibility determination form) and **Program Participation Agreement** and supporting documentation kept in a client file. These requirements include:

- Participants must be homeless or at imminent risk of homelessness, per the applicable HUD definitions in the ESG regulation (§576.2) supported by documentation;
- Participants must be one of the locally targeted populations for the program, as specified on the Notice of Action eligibility determination form;
- Participants must be willing to participate in the program and to meet the terms of a selfdeveloped Housing Stability Plan;
- Participants may not have already received 24 months of ESG assistance during the past 36 months (§576.105(c));

### In addition:

 Participants receiving homeless prevention assistance must have incomes at or below 30% of the Area Median Income (§576.103).

### **Eligibility for Rapid-Rehousing**

Rapid Re-housing is available for persons who are homeless according to HUD's definition of literally homeless. (See Attached Homeless Definition)

There is no income eligibility for Rapid Re-housing assistance; both financial and housing relocation and stabilization services.

Homelessness Verification: 5CHC documents homeless status through a certification by the individual or head of household as the primary method of establishing homeless eligibility. 5CHC follows the ESG guidance in assessing and verification of homelessness status. 5CHC does not provide a nightly assessment of status but only upon point of entry in the program. 5CHC uses the following prioritized list to verify homelessness status, in this descending order:

- 1. Third-party documentation, including written and source documentation, and HMIS records.
- 2. Intake worker observations.
- 3. Certification from persons seeking assistance. When possible all three verifications are used.

Rapid Re-Housing Income Requirements. Participants receiving ESG "Rapid Re-Housing" assistance, an income assessment is not required at initial evaluation. At re-evaluation -- which must take place not less than once annually for rapid re-housing -- the participant's household must have an annual income that does not exceed 30% of AMI

### **Eligibility for Homeless Prevention Assistance**

Imminent Risk of Homelessness: An individual or family who will imminently lose their primary nighttime residence, provided that:

Prevention assistance will be directed to persons who are not literally homeless but are at imminent risk of homelessness per the HUD Homeless definition (Category 2). Prevention assistance may include support to a household to retain its current housing or to move to other housing without having to become literally homeless. (See HUD Definition Attachment)

Note: Includes individuals and families who are within 14 days of losing their housing, including housing they own, rent, are sharing with others, or are living in without paying rent. Individuals and families residing in hotels and motels may be eligible under either Homeless Category 1 or 2 depending upon how the costs of the hotel or motel are being paid.

If less than 51% of the costs are paid for by a charitable organization or federal, state, or local government program for lowincome individuals, the household may be eligible under Category 2 if they lack the resources and support networks to continue residing in the hotel or motel.

### 6. Eligibility Determination

5CHC must determine whether potential participants are eligible for assistance, and document this eligibility, including verifying income and housing status. 5CHC's Housing Assistance Packet contains key questions and documentation requirements to determine eligibility.

### **Referral Process & Coordination with Other Agencies**

A participant can enter the ESG program by referral from another agency, or self-referral. Intake and eligibility assessments are made by the ESG Coordinated Entry Specialist and Case Manager.

This program should not supplant existing case managers working with the participant. Instead, this program should complement and add capacity to ensure eligible participants find permanent housing. Case managers from partner agencies who refer clients from within their region are expected to provide co-case management support by providing regional expertise for housing search, relocation and stabilization services in support of the participant's stability.

### **Agency Specific Coordination**

Services for this ESG Program coordinate with specific agencies and collaboratives, including those listed below:

- Local and Regional Homeless Shelters and Day Centers The ESG Program coordinates with local Homeless Shelters to ensure access to services. Coordination includes participation in regional agency collaborations and policy-making groups including HSOC.
- Community Health Centers of the Central Coast (CHC) CHC, the regional clinic in San Luis Obispo serving low-income populations has a homeless grant which funds health specific services for homeless. The ESG Program will coordinate services to ensure eligible homeless clients receive access to services and streamlined referrals.

- Workforce Investment Act (WIA) The ESG Program works closely with WIA programs
  throughout San Luis County to ensure that Homeless clients have access to its resources.
- Family Resource Centers Resource Centers are accessed throughout the county to ensure Families have access to school-based services, resources, and family advocates who work closely with homeless service providers.
- Head Start Programs The ESG Program works with Head Start Program Family Advocates to
  ensure access to resources for eligible clients.
- TBRA Assistance Programs The ESG Program currently accesses through direct referrals the TBRA programs with the Paso Robles Housing Authority. 5CHC will ensure membership in the San Luis Obispo Supportive Housing Consortium to access additional TBRA assistance for homeless clients.
- Veterans Programs HUD/ VASH and SSVF Case workers work closely with the ESG Housing Case
  Manager. Veterans identified by the ESG Caseworkers with be linked to the SSVF and/or
  HUD/VASH programs in San Luis County. SSVF and HUD/VASH Caseworkers attend local
  continuum of care agency provider meetings to disseminate information.
- Mental Health Services -5CHC and ESG Case manager attends regular agency meetings and stakeholder policy-making meetings to ensure strong coordination of services between SLO County Behavioral Health Department services.

### **Coordinated Entry System Operation**

- 1. Coverage: The Coordinated Entry System (CES) covers the entire geographic area claimed by the CA-614 CoC in San Luis Obispo County. 5CHC works in collaboration with Community Action Partnership of San Luis Obispo County (CAPSLO) and El Camino Homeless Organization (ECHO). The three organizations together cover the geographic area of the CoC in the north, central, and south county. All agencies participate in the CES and utilize the CAPSLO-created CoC approved coordinated intake and assessment tools.
- 2. Accessibility: Effective June 1, 2017 coordinated assessment and intake has been made available at the three main access points by the CES providers in the county and the roll-out of CES to non- COC or ESG-funded projects will continue. Clients may receive assessment through any of the three CES entry points. The CES is advertised within the CES operating shelters, partnering community agencies and social media. In addition to receiving assessment at the physical locations, the client may elect to call CAPSLO or ECHO to receive assistance and coordinated assessments.
- 3. Assessment Tools: Case managers at CES entry points apply the developed Coordinated Assessment tools to clients seeking services. In order to address the large volume of clients requesting assistance, the CES has adopted a two-part standardized screening and assessment process:
- a. Pre-screening: Prevention and Diversion Trained case managers meet with clients that present at CES entry points and conduct an initial screening using the standardized Prevention and Diversion tool adopted by the three agencies. This tool is used to determine whether clients will need a greater intensity of services and/or housing, or whether the provision of available services will be the only action necessary to assist the client with self-resolution.
- b. VI-SPDAT If, after the initial Prevention and Diversion tool has been applied, the client is deemed to require more intensive services and/or housing, the case manager will then utilize the standardized

VI-SPDAT tool to determine the vulnerability of the client and their household. Upon completion of the assessment tool, the case manager will enter the information into the CES database software (HMIS). The VI-SPDAT score of the clients, along with regular case management conferences, will assist in the determination of the ranking of clients in the order in which they receive housing. **Initial Evaluation/Intake Process** 

Intake and eligibility assessment consists of completing 1) a coordinated entry assessment established by the Continuum of Care; 2) an income assessment; 3) housing status assessment; 4) preference assessment; and 5) resource and barrier assessment.

### **Income Verification**

There is no income threshold for receiving Rapid Re-housing Assistance. Eligibility is assessed based on the parameters set forth in this document.

All households applying for ESG Homeless Prevention assistance must have a current gross income below 30% Area Median Income (AMI). 50% AMI for ESG-CV. For current AMI, <a href="https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn">https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn</a>

A household's income is any money that goes to, or on behalf of, the head of household or spouse (even if temporarily absent) or to any other household member. When calculating income for eligibility, annual income includes the current gross income of all adult household members and unearned income attributable of a minor (e.g., child support, TANF payments, SSI payment, and other benefits paid on behalf of a minor).

### **Income Definitions**

**Gross income** is the amount of income earned before any deductions (such as taxes and health premiums) are made.

**Current Gross Income** is the income that the household is currently receiving at the time of application for assistance. Income recently terminated should not be included.

### **Income Inclusions**

The following types of income are counted when calculating current gross income for ESG eligibility:

<b>V</b>	Earned Income	<b>√</b>	Self-Employment/Business Income
<b>√</b>	Interest & Dividend Income	<b>√</b>	Pension/Retirement Income
<b>√</b>	Unemployment & Disability Income	<b>√</b>	TANF/Public Assistance
<b>√</b>	Alimony, Child Support & Foster Care	<b>√</b>	Armed Forces Income
	Income		

### **Income Exclusions**

The following are <u>NOT</u> counted when calculating current gross income for ESG eligibility:

V	Income of Children	<b>V</b>	Inheritance and Insurance Income
$\checkmark$	Medical Expense Reimbursements	<b>✓</b>	Income of Live-in Aides
$\checkmark$	Disabled Persons	<b>√</b>	Student Financial Aid
<b>√</b>	Armed Forces Hostile Fire Pay	<b>√</b>	Self-Sufficiency Program Income

- ✓ Other Income (i.e. temporary, non-recurring or sporadic income).
   ✓ Income from full-time students
   ✓ Deferred and Lump Sum Social Security
   & SSI payments
   ✓ Reparations
   ✓ Adoption Assistance Payments
   ✓ Income Tax and Property Tax refunds
- ✓ Home Care Assistance
  ✓ Other Federal Exclusions

# **Annualizing Wages and Periodic Payments**

When calculating income based on hourly, weekly or monthly payment information, the gross amount earned will be added to each payment period that is documented, and divided by the number of payment periods. This provides an average wage per payment period. Depending on pay periods used by the employer or the schedule of periodic payments, the following calculations convert the average wage into annual income:

- Hourly Wage multiplied by hours worked per week multiplied by 52 weeks.
- Weekly Wage multiplied by 52 weeks.
- Bi-weekly (every other week) Wage multiplied by 26 bi-weekly periods.
- Semi-Monthly Wage (twice a month) multiplied by 24 semi-monthly periods.
- Monthly Wage multiplied by 12 months.

If a household's periodic benefits and/or period of employment are capped, benefits/pay will not be annualized beyond the maximum level of benefit/pay that can be received. For example, a client receives \$100 of unemployment per week, but unemployment is capped at \$4,000 per year, the client's annualized unemployment benefits should be calculated at \$4,000, and not  $$100 \times 52 = $5,200$ .

Another example, the household is employed for a quarter and will receive \$500/week. The client's annualized pay should be calculated at \$6,000 and not \$500\*52 = \$26,000. With regard to seasonal or cyclical fluctuations in income, for the purposes of determining household income, only current gross income will be annualized per the directions specified above. However, to the extent that there is certainty about expected income, future income will be taken into account when determining whether a household has other financial resources.

# Treatment of Assets

Assets are cash or material items that can be converted to cash quickly. They include both real and/or personal property and investments that a household may possess, including assets that are owned by more than one person, but allow unrestricted access to the applicant. Assets may include:

- Amounts in checking and saving bank accounts.
- Stocks, bonds, savings certificates, money market funds, and other investment accounts.
- The cash value of trusts that may be withdrawn by the household.
- IRA, Keogh and similar retirement savings accounts, even when early withdrawal will result in a
  penalty.
- Lump sum receipts of cash received and accessible by household, such as inheritances, capital
  gains, lottery winnings, tax refunds (with the exception of federal tax refunds received within
  the previous 12 months), insurance settlements, and other claims.

\$7,500 is the maximum amount a client can have in liquid assets (this includes checking/savings, stocks/bonds, cash inheritance, insurance settlements, lottery winnings) when determining eligibility.

Retirement accounts that have not yet been converted to income (i.e. A 40-year old potential client has \$50,000 saved in a retirement plan such as an IRA, but the client does not plan to start accessing the funds until age 59) will not be included as a liquid assets.

If Federal tax refunds received within the previous 12 months make up part of a household's cash assets, that part of the household's cash assets will not be counted among the household's financial resources when determining the household's eligibility or need for assistance under ESG.

### Recertification:

Homeless Prevention - Documentation of income is required to be recertified every 3 months.

Rapid Rehousing - Documentation of income is required to be recertified annually.

For participants utilizing Shelter, Services, Rapid Rehousing, and Street Outreach documentation of income at intake is not required and there are no recertification requirements for Shelter, Services, and Street Outreach.

# 7. Notice of Action Eligibility Determination:

Effective September 2021, 5CHC will use the "Notice of Action" form to notify the participant of their approval of all eligible assistance or their denied status of the ESG program along with documentation demonstrating their ineligible activity. (See attached example of NOA)

# 8. Housing Stabilization Plan

The Housing Stabilization Plan plays a primary role in determining the amounts and types of assistance the participant will need to become housed in permanent housing or move toward stability.

5CHC will develop a plan with each program participant on how they will retain permanent housing after the ESG assistance ends (see 24 CFR 576.401(e)(1)(ii)). Program participants are required to meet with a case manager not less than once per month while they are receiving ESG-assistance to implement the plan and monitor progress towards housing stability (see § 576.401(e)(1)(i)) based on their housing stabilization plan developed in partnership with the case manager and participant.

A stabilization plan can be developed by any case worker currently working with the participant. The plan, however, must be accepted by the ESG Case Manager. A sample housing stabilization plan is attached.

The types of and amount of assistance below should be part of an interrelated strategy articulated within the Housing Stabilization Plan that creates housing and stabilization opportunities in partnership with the participant. Assistance limits defined below, therefore, should not be viewed as an entitlement for eligible participants. Instead, they should interrelate with other agency and community resources to best leverage the limited amount of assistance.

# 9. Eligible Activities & Limits

This program aligns with the recommendations of the National Alliance to End Homeless, which asserts that "small amounts of assistance can be extremely effective, and it is better to stretch resources by providing smaller amounts of assistance to more people." 1

# **Homeless Prevention**

ESG funds may be used to provide housing relocation and stabilization services and short and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition and have an annual income below 30 percent of median family income for the area under ESG, and 50% AMI under ESG-CV, as determined by HUD.

- 1. Homeless Prevention Housing Relocation And Stabilization Services:
- a. Financial Assistance
  - i. Rental application fees: Application fee that is charged by the owner to all applicants.
  - ii. Security deposits: Equal to no more than two months' rent.
  - iii. Last month's rent: Paid at the time the owner is paid the security deposit and the first month's rent.
  - iv. Utility Deposits: Eligible utility services are gas, electric, water, and sewage.
  - v. Utility Payments: Up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. Eligible utility services are gas, electric, water, and sewage.
  - vi. Moving costs: Moving costs, such as truck rental or hiring a moving company. May also include payment of temporary storage fees for up to 3 months accrued after the date the program participant begins receiving assistance.

# b. Services

- i. Housing search and placement. Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing
  - 1. Assessment of housing barriers, needs, and preferences
  - 2. Development of an action plan for locating housing
  - 3. Housing search
  - 4. Outreach to and negotiation with owners
  - 5. Assistance with submitting rental applications and understanding leases
  - 6. Assessment of housing for compliance with ESG requirements for habitability, lead-based paint, and rent reasonableness
  - 7. Assistance with obtaining utilities and making moving arrangements
  - 8. Tenant counseling

- ii. Housing stability case management. Assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing.
  - 1. Using the centralized or coordinated assessment system to evaluate individuals and families applying for or receiving homelessness prevention or rapid rehousing assistance
  - 2. Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance
  - 3. Counseling
  - 4. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits
  - 5. Monitoring and evaluating program participant progress
  - 6. Providing information and referrals to other providers
  - 7. Developing an individualized housing and service plan, including planning a path to permanent housing stability
  - 8. Conducting re-evaluations
- iii. Mediation. Between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
- iv. Legal Services. Eligible costs regarding matters that interfere with the program participant's ability to obtain and retain housing.
  - 1. Hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney
  - 2. Eligible subject matters include:
    - a. Landlord/tenant matters f. Legal separation
    - b. Child support
    - c. Guardianship
    - d. Paternity
- g. Orders of protection and civil remedies for victims of domestic violence, dating violence, sexual assault, and
- e. Emancipation h. Appeal of veterans and public benefit claim denials
- 3. Resolution of outstanding criminal warrants
- 4. Client intake
- 5. Preparation of cases for trial
- 6. Provision of legal advice
- 7. Representation at hearings
- 8. Counseling
- 9. Fees based on the actual service performed (i.e., fee for service) but only if the cost would be less than the cost of hourly fees

- 10. Filing fees and other necessary court costs
- 11. Ineligible costs include:
  - a. Legal services for immigration and citizenship matters
  - b. Issues relating to mortgages
  - c. Retainer fee arrangements
  - d. Contingency fee arrangements
- v. Credit repair. ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
- 2. Homeless Prevention Short-Term And Medium-Term Rental Assistance
  - a. Short-Term Rental Assistance. Up to 3 months of rent.
  - **b. Medium-Term Rental Assistance**. More than 3 months but not more than 24 months of rent.
  - c. Rental Arrears. One-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
  - **d. Any Combination Of The Three Types Of Rental Assistance Above.** Up to 24 months of rental assistance during any 3-year period.

# **Rapid Rehousing**

5CHC will provide housing relocation and stabilization services and short and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid rehousing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition.

# 1. Rapid Re-Housing Housing Relocation And Stabilization Services

# a. Financial Assistance

- i. Rental application fees: Application fee that is charged by the owner to all applicants.
- ii. Security deposits: Equal to no more than two months' rent.
- iii. Last month's rent: Paid at the time the owner is paid the security deposit and the first month's rent.
- iv. Utility Deposits: Eligible utility services are gas, electric, water, and sewage.
- v. Utility Payments: Up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. Eligible utility services are gas, electric, water, and sewage.
- vi. Moving costs: Moving costs, such as truck rental or hiring a moving company. May also include payment of temporary storage fees for up to 3 months accrued after the date the program participant begins receiving assistance.

# b. Services

- i. Housing search and placement. Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing:
  - 1. Assessment of housing barriers, needs, and preferences
  - 2. Development of an action plan for locating housing
  - 3. Housing search
  - 4. Outreach to and negotiation with owners
  - 5. Assistance with submitting rental applications and understanding leases
  - 6. Assessment of housing for compliance with ESG requirements for habitability, lead-based paint, and rent reasonableness
  - 7. Assistance with obtaining utilities and making moving arrangements
  - 8. Tenant counseling
- ii. Housing stability case management. Assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who

resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing.

- 1. Using the centralized or coordinated assessment system to evaluate individuals and families applying for or receiving homelessness prevention or rapid rehousing assistance
- 2. Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance
- 3. Counseling
- 4. Developing, securing, and coordinating services and obtaining Federal, State, and local
- 5. Monitoring and evaluating program participant progress
- 6. Providing information and referrals to other providers
- 7. Developing an individualized housing and service plan, including planning a path to permanent housing stability
- 8. Conducting re-evaluations
- iii. Mediation. Between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
- iv. Legal Services. Eligible costs regarding matters that interfere with the program participant's ability to obtain and retain housing.
  - 1. Hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney
  - 2. Eligible subject matters include:
    - a. Landlord/tenant matters f. Legal separation
    - b. Child support
    - c. Guardianship
    - d. Paternity
- g. Orders of protection and civil remedies for victims of domestic violence, dating violence, sexual assault, and
- e. Emancipation h. Appeal of veterans and public benefit claim denials
- 3. Resolution of outstanding criminal warrants
- 4. Client intake
- 5. Preparation of cases for trial
- 6. Provision of legal advice
- 7. Representation at hearings
- 8. Counseling
- 9. Fees based on the actual service performed (i.e., fee for service) but only if the cost would be less than the cost of hourly fees
- 10. Filing fees and other necessary court costs

- 11. Ineligible costs include:
  - a. Legal services for immigration and citizenship matters
  - b. Issues relating to mortgages
  - c. Retainer fee arrangements
  - d. Contingency fee arrangements
- v. Credit repair. ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

# 10. Lead -based paint Requirements

Lead-based paint remediation and disclosure requirements apply to all housing occupied by ESG Program participants.

For Rapid-rehousing or housing relocation, where program participants are entering into new permanent housing, the participant will be provided a "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" form, along with information regarding such hazards in the language in which they speak.

Housing owners and landlords must comply with all lead-based paint requirements and disclosures.

A Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form must be signed by the owner/landlord before execution of a new lease, and copies given to the participant and kept in the ESG program participant's file.

# 11. Fair Market Rent and Rent Reasonableness

Whether a household is seeking to maintain its current housing or relocate to another unit to avoid homelessness (Homelessness Prevention), or exiting homelessness into new housing (Rapid Re-Housing), the process for determining acceptable rent amounts is the same: The recipient or subrecipient first compares the gross rent (see box below) for the current or new unit with current Fair Market Rents (FMR) limits, which are updated annually.

FMRs for each fiscal year can be found by visiting HUD's website at <a href="www.huduser.org/portal/datasets/fmr.html">www.huduser.org/portal/datasets/fmr.html</a> and clicking on the current "Individual Area Final FY20\_\_FMR Documentation" link. This site allows you to search for FMRs by selecting California and San Luis Obispo County from the provided list. The site also provides detailed information on how the FMR was calculated for each area.

If the unit's gross rent is at or below FMR, the recipient/subrecipient next uses current data to determine Rent Reasonableness (see certification form). 5CHC determines rent reasonableness by considering the location, quality, size, type, and age of the unit, and any amenities, maintenance, and utilities to be provided by the owner. Comparable rents can be checked by using Craigslist or other Rental Services to check rents charged for units of comparable size and features (location, size, amenities, quality, etc.). A printout of three comparable units rents and evidence that these units

share similar features (location, size, amenities, quality, etc.) should be included in the file documentation along with a Rent Reasonableness Certification form. Another acceptable method of documentation is written verification signed by the property owner or management company, on letterhead, affirming that the rent for a unit assisted with ESG funds is comparable to current rents charged for similar unassisted units managed by the same owner.

If the gross rent is at or below both the FMR and the rent reasonableness standard for a unit of comparable size, type, location, amenities, etc., ESG funds may be used to pay the rent amount for the unit.

If the gross rent for the unit exceeds either the rent reasonableness standard or FMR, ESG recipients are prohibited from using ESG funds for any portion of the rent, even if the household is willing and/or able to pay the difference. However, because the FMR and rent reasonableness requirements apply only to rental assistance, ESG funds may be used:

- 1. to pay for financial assistance and services to help the eligible program participant stay in the unit, or
- 2. to pay for financial assistance and services to locate and move to a different unit that meets the rent reasonableness standard and is at or below FMR and pay rental assistance in that unit.

Rent reasonableness and FMR requirements do not apply when a program participant receives only financial assistance or services under Housing Stabilization and Relocation Services. This includes rental application fees, security deposits, an initial payment of "last month's rent," utility payments/deposits, and/or moving costs, housing search and placement, housing stability case management, landlord-tenant mediation, legal services, and credit repair. (Note: "Last month's rent" may not exceed the rent charged for any other month; security deposits may not exceed 2 months' rent.)

# 12. Emergency Solutions Grants CARES Act (ESG-CV)

ESG-CV funds must be used to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by coronavirus. Requirements at 24 CFR Part 576 will apply to the use of these funds, unless otherwise provided by the alternative requirements and flexibilities established under the CARES Act, Notice CPD-20-08 issued September 1st, 2020, or subsequent waivers, amendments or replacements to the Notice. (See <a href="https://www.hudexchange.info/programs/esg/esg-cv/#program-requirements">https://www.hudexchange.info/programs/esg/esg-cv/#program-requirements</a>)

# 13. Grievance Policy

These procedures were developed to provide guidelines for responding to client or provider grievances.

### **Definition:**

A grievance for the purpose of this program is defined by the as: a client complaint or expression of dissatisfaction regarding service delivery, or any expression of dissatisfaction by an agency partners or service provider.

# **Procedures:**

If a client or service provider expresses dissatisfaction verbally or in writing, a Program staff member will attempt to resolve the situation with the client or service provider.

If this is not possible, then the Program staff that receives the complaint shall notify the Program Supervisor or the person to whom that staff reports to. The supervisor who receives the complaint will document the complaint in the Grievance Log. The Grievance Log shall include the following information.

- 1. Client ID# (not name)
- 2. Nature of complaint and identification of those involved.
- 3. Date complaint was received and by whom.
- 4. Summary of follow-up activities
- 5. Date grievance was referred to Grievance Committee, if necessary.
- 6. Date of resolution.

The Supervisor will be responsible for collecting relevant information about the grievance, for taking action to resolve the grievance, and for documenting all progress.

The Supervisor will attempt to resolve the complaint between the parties involved. If no satisfactory results can be achieved, the Supervisor will present the situation to the 5Cities Homeless Coalition (5CHC) Executive Director and then on to the Board of Directors Program Committee for a decision.

Thirty days after expressing a grievance, clients or service providers will receive in writing all grievance facts and decisions.

The Grievance Committee is a minimum of four individuals to include a program supervisor, a case manager who is not a part of the grievance, an agency partner who has expertise in relevant program management, and the 5CHC Executive Director.

All information, including the Grievance Log, will be available to appropriate contract monitors. This procedure will be provided to each client and attached to all appropriate case files.

# 14. Termination, Complaints and Appeals

ESG Program Assistance and activities may be terminated in cases where program participants violate program requirements, or when the participant no long meets minimum eligibility requirements for program assistance (i.e., income change).

Termination and grievance procedures will be verbally explained, with a copy of the termination and grievance policy signed by the participant at program entry (grievance policy form attached).

When a program participant's assistance is terminated, the participant will be given written notice containing a clear statement of the reasons for termination.

A program participant will be given the opportunity to file a grievance and present written or oral objections before a person other than the person (or subordinate of that person) who made or approved the termination decision.

Prompt written notice of the final decision to the program participant will be made.

# 15. Data Collection - Homeless Management Information System (HMIS):

5CHC participates in the community-wide Homeless Management Information System (HMIS) and adheres to the San Luis Obispo County Continuum of Care's Homeless Management Information System Policies and Procedures. ESG Program participants will be entered into the HMIS and ClientTrack databases.

5CHC collects and maintains common data fields as determined by the HMIS Administrator, considering all relevant regulations. This helps to ensure coordination between service providers through the Coordinated Entry System (CES) while avoiding duplication of services and participant data, and provides an opportunity to document homelessness. All staff using HMIS are required to complete basic HMIS training(s). Those running and maintaining reports must also complete other HMIS data quality training. 5CHC has made Data Quality an integral part of the program's reporting policies and procedures.

San Luis Obispo County HMIS Policies, Procedures and Privacy Notice can be found at: https://www.slocounty.ca.gov/Departments/Social-Services/Homeless-Services/Provider-Resources/HMIS.aspx

ESG HMIS Data Standards Manual can be found at: https://files.hudexchange.info/resources/documents/ESG-Program-HMIS-Manual.pdf

HMIS Data Standards can be found at: <a href="https://www.hudexchange.info/resource/3824/hmis-data-dictionary/">https://www.hudexchange.info/resource/3824/hmis-data-dictionary/</a>

# 16. Confidentiality and Privacy

Policies regarding client data are founded on the premise that a client owns his/her personal information. 5CHC adheres to the SLO County CoC's HMIS Privacy Notice to protect client, agency, and the SLO County CoC's interests. Collection, access and disclosure of client data through HMIS is only permitted by the procedures set forth by the SLO County CoC. Client Data will only be shared if the Client consents and has signed the Release of Information Authorization.

The privacy of records pertaining to any individual assessed or served by the ESG program will be protected at all times. All records including files, forms, and other documents that identify an individual and/or members of a household will be enclosed in a locked location when not in use by the case manager or ESG Program Staff. When files are in use by a program staff, they shall not be visibly accessible by any person other than ESG Program Staff or the participant of whom the information identifies.

# 17. File Checklist

The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) will supported by the evidence documented in the case file. Documentation will enable a supervisor or other entity charged with monitoring the program to readily identify the factors and process that resulted in the determination that each participant meets HUD requirements. 5CHC will maintain a participant file that will include but is not limited to the following documents:

- 1. Initial Evaluation
- 2. Proof of eligibility Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness.
- 3. Program Intake Documents including: (See Attached Housing Intake Packet)
  - a. HMIS Release of Information,
  - b. Notice of Privacy Practices,
  - c. Participant grievance,
  - d. Participant consent form,
  - e. Release of Information if applicable,
- 4. Case Plan that showed the program and program participant developed a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as:
  - a. The program participant's current or expected income and expenses,
  - b. Other public or private assistance for which the program participant will be eligible and likely to receive; and
  - c. The relative affordability of available housing in the area
- 5. Lease agreement between the Owner and program participant
- 6. Minimum Habitability Standards
- 7. Case notes that reflect the program participant met with a case manager at least once per month to assist the participant in ensuring long-term housing stability.

- 8. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant, and copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants in the participant file.
- 9. Referrals made by the program-to-program participant to obtain other resources as needed.
- 10. Notice of Action Notification to participant of eligible services
- 11. Income Recertification (If Applicable)
- 12. Rent Reasonableness/Fair Market Rent Certification (if Applicable)

# 18. Recordkeeping

All program records will be maintained by 5Cities Homeless Coalition for a minimum of 5 years after the final expenditure under the ESG contract.

# 19. Nondiscrimination and Equal Opportunity Policies

5CHC does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, color, national origin, disability, or age in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by the 5CHC directly or through a contractor or any other entity with which 5CHC arranges to carry out its programs and activities.

This statement is in accordance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations Parts 80, 84, and 91.

# 20. Definition of Homeless

The definition of **homeless** is as follows:

- 1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
  - b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
  - c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- 2. An individual or family who will imminently lose their primary nighttime residence provided that:
  - a. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  - b. No subsequent residence has been identified; and
- The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- 3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - a. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

- b. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
- c. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- 4. Any individual or family who:
  - a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
  - b. has no other residence; and
  - c. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

# 21. Definition of "At Risk of Homelessness

The definition of **at risk of homelessness** is as follows:

- 1. An individual or family who:
  - Has an annual income below 30 percent of median family income for the area, as determined by HUD;
  - b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and
  - c. Meets one of the following conditions:
- 2. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- 3. Is living in the home of another because of economic hardship;
- 4. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance,
- 5. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

- 6. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- 7. is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- 8. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- 9. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e– 2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- 10. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42U.S.C. 11434a (2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

# **Habitability Standards Certification Form**

Instructions: Mark each statement as 'A' for approved or 'D' for deficient. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved or Deficient	Element
	1. Structure and materials: The structures must be structurally sound so as not to pose any threat to the health
	and safety of the occupants and so as to protect the residents from hazards.
	2. Access: The housing must be accessible and capable of being utilized without unauthorized use of other
	private properties. Structures must provide alternate means of egress in case of fire.
	3. Space and security: Each resident must be afforded adequate space and security for themselves and their
	belongings. Each resident must be provided with an acceptable place to sleep.
	4. Interior air quality: Every room or space must be provided with natural or mechanical ventilation. Structures
	must be free of pollutants in the air at levels that threaten the health of residents.
	5. Water Supply: The water supply must be free from contamination.
	6. Sanitary Facilities: Residents must have access to sufficient sanitary facilities that are in proper operating
	condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human
	waste.
	7. Thermal environment: The housing must have adequate heating and/or cooling facilities in proper operating
	condition.
	8. Illumination and electricity: The housing must have adequate natural or artificial illumination to permit
	normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must
	be provided to permit use of essential electrical appliances while assuring safety from fire.
	9. Food preparation and refuse disposal: All food preparation areas must contain suitable space and equipment
	to store, prepare, and serve food in a sanitary manner.
	10. Sanitary condition: The housing and any equipment must be maintained in sanitary condition.
	11. Fire safety: Both conditions below must be met to meet this standard.
	a. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working
	condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in
	a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must
	have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-
	impaired person.
	b. The public areas of all housing must be equipped with a sufficient number, but not less than one for each
	area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to,
	laundry rooms, day care centers, hallways, stairwells, and other common areas.

# CERTIFICATION STATEMENT

•	am not a HUD certified best of my ability and f	•		evaluated the property located at the address
☐ Property r	neets all of the above s	tandards.		
. ,	does not meet all of the		ds.	
☐ Property i	s approved.			
Case Name: Street Address: Apartment:	City:	State:	Zip:	
Evaluator's Sign Please Print. Na				Date:

# **Sample Housing Stabilization Plan**

Date:October 2, 2012Client Name (s):Donald LandryTotal Household Size:3

<u>City / Address:</u> Atascadero, 2111 El Bordo - Bordeaux Apartments B

# **Current Housing Status:**

Donald is currently losing his housing due to income loss 2 months ago. He was laid off from work in construction. He also lost his work truck because he couldn't make payments. Don has two daughters in elementary school. His apartment complex has given him a 3 day notice to quit. Don has been working odd jobs and serving as a handyman for his income. Although he has been growing his handyman business, he has not made enough income to cover bills and rent fully. He is losing his housing because he has been late on rent for 2 months, and is \$400 short in rent for this month.

### **Current Household Income:**

Don currently works as a Handyman and makes between \$300 and \$500 per week. His total income has been consistently \$1,200 - \$1,900 per month max. He currently does receive public income assistance. There is no other income coming into the household.

# Income/Sustainability Plan

# (How does the participant plan to balance income with expenses moving forward?)

Don is a licensed carpenter and experienced in all areas of construction. He is focusing his efforts to build this income source, which has a strong possibility of giving him sustainable income. Don is also looking for an apartment with lower rent. Don also continues to look for other jobs, but is limited to working daytime hours due to his young children who do not have childcare after 5pm. Don also has a friend willing to sell him a truck and he is willing to accept payments. Once Don recovers from this housing crisis, he can purchase the truck, which will allow him to get more work. Don can meet his monthly expenses with \$2,500 per month.

# Proposed Assistance & Plan After Assistance after this Program Ends:

This program will provide Homeless Prevention/ Rental Assistance of \$300 per month for 3 months to stabilize the household's housing. During this period, Don expects to gain extra work as a handyman, and purchase a work truck on payments to gain more work. Moving forward Don will continue to look for stable jobs. After 3 months Donn expects to make \$2,500 per month or more.

Submitted by (Case Manager's Name, Agency	r, Phone #):
Case Manager	Date
Client Signature	Date

# THE 5CHC CLIENT NOTICE AND CONSENT FOR RELEASE

THIS CLIENT NOTICE AND CONSENT FOR RELEASE FORM DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. IF YOU HAVE ANY QUESTIONS OR DESIRE ANY FURTHER INFORMATION REGARDING THIS FORM PLEASE CONTACT Veronica Cablayan (805) 952 5028
(insert client's name), understand and acknowledge that 5Cities Homeless Coalition (the "Agency") is affiliated with the County of San Luis Obispo ("County"), and I consent to and authorize the collection of data and information and preparation of records pertaining to the services provided to me by the Agency and the release of such data and all records maintained by the Agency to the County and agencies affiliated with the County, provided such agency is a party to The San Luis Obispo County Homeless Management Information System ("HMIS") agency agreement with the County under which the Agency has specifically agreed to share information with such agency. The data, information and records gathered and prepared by the Agency and the County will be included in the HMIS database and shall be utilized by the County and its affiliated agencies, including Agency, to: (a) provide individual case management; (b) produce reports regarding utilization of services; (c) track individual program outcomes; (d) provide accountability for individuals and entities that provide funds for use in providing services in the County of San Luis Obispo area; (e) identify unfilled service needs and plan for the provision of new services; (f) allocate resources among agencies engaged in the provision of services in and around San Luis Obispo County; and (g) be used for all other purposes deemed appropriate by the County. I understand and acknowledge that my data and information may be aggregated with the data and information of other individuals served by the Agency and other County agencies for the purposes described above. I understand and acknowledge that that data, information and records pertaining to the services provided to me by the Agency will only be disclosed to agencies, individuals and entities other than the County and its affiliated agencies with my written authorization.
(please initial) I understand and acknowledge that the data pertaining to the services provided to me by the Agency and the records maintained by the Agency may include medical/health information and other information the privacy of which may be protected by federal and or California law and expressly consent to the release of such information.
(please initial) I understand and acknowledge that I have the right to (a) inspect, copy, and request amendment of all records maintained by the Agency related to the provision of services to me and to receive a paper copy of this form; (b) request restriction of how my data, information and records are utilized and disclosed but that the Agency is not required to agree to such requested restrictions; (c) request that the Agency communicate with me about my services in a manner designed to promote confidential communications; and (d) complain to the Agency or the County by providing written notice of the alleged violation if I believe my privacy rights have been violated and that I will not be retaliated against for filing such a complaint.
(please initial) I understand and acknowledge that I have the right to opt out of having my data, information and records disclosed to the County and other County affiliated agencies by providing written notice to the Agency and that I am entitled to services regardless of my decision. I further understand and acknowledge that I may revoke this consent at anytime by providing written notice to the Agency. However, I understand and acknowledge that regardless of my decision to opt out or revoke consent, my data may be disclosed to the County and included in the HMIS database in an aggregated and deidentified form for purposes of making future resource allocation decisions.
(please initial) I understand and acknowledge that the Agency is required to abide by the terms of this notice but that the Agency reserves the right to change the terms of this notice and to make such revised or changed notice effective for information already held by the Agency as well as information received in the future.
Signature: Date:



# **5Cities Homeless Coalition Grievance Policy**

These procedures were developed to provide guidelines for responding to client or provider grievances.

# **Definition:**

A grievance for the purpose of this program is defined by the as: a client complaint or expression of dissatisfaction regarding service delivery, or any expression of dissatisfaction by an agency partners or service provider.

### **Procedures:**

If a client or service provider expresses dissatisfaction verbally or in writing, a Program staff member will attempt to resolve the situation with the client or service provider.

If this is not possible, then the Program staff that receives the complaint shall notify the Program Supervisor or the person to whom that staff reports to. The supervisor who receives the complaint will document the complaint in the Grievance Log. The Grievance Log shall include the following information.

- 7. Client ID# (not name)
- 8. Nature of complaint and identification of those involved.
- 9. Date complaint was received and by whom.
- 10. Summary of follow-up activities
- 11. Date grievance was referred to Grievance Committee, if necessary.
- 12. Date of resolution.

The Supervisor will be responsible for collecting relevant information about the grievance, for taking action to resolve the grievance, and for documenting all progress.

The Supervisor will attempt to resolve the complaint between the parties involved. If no satisfactory results can be achieved, the Supervisor will present the situation to the 5Cities Homeless Coalition (5CHC) Executive Director and then on to the Board of Directors Program Committee for a decision.

Thirty days after expressing a grievance, clients or service providers will receive in writing all grievance facts and decisions

The Grievance Committee is a minimum of four individuals to include a program supervisor, a case manager who is not a part of the grievance, an agency partner who has expertise in relevant program management, and the 5CHC Executive Director.

All information, including the Grievance Log, will be available to appropriate contract monitors. This procedure will be provided to each client and attached to all appropriate case files.

If this procedure is not clear, or you have any questions, please call Agency Director at (805)574-1638.

I have read the Grievance Policy and consent to Case Management Services from the Homeless Prevention/Rapid Rehousing Program.

Head of Household Signature	Date
Spouse/Partner Signature	Date
Other Adult Signature	Date
Case Manager's Signature	Date

# **CLIENT CONCERN FORM**

This form is to be used by ESG Rapid Rehousing clients to submit grievances regarding the level of service quality, violation of program policies, or breaches of confidentiality. Once completed, return this form to the program's designated grievance liaison

	lete the following information:
Your Name	Today's Date
Your Case Manager	Date of Incident
Briefly des	cribe the incident or concern:
briefly des	cribe the incident of concern.
Briefly describe your exp	ected resolution to this problem or concern:
, , ,	·
our name	
	formation regarding this grievance to ESG RR 5Cities Homeless Cod

THIS PAGI	E – OFFICE USE ONLY	Designated liaiso	on for this grievance	
Step 2	Date this form provided to case man	ager	Date of meeting with client	
Result	Description of proposed resolution			
nesure	Beschiption of proposed resolution			
Client is sa	atisfied with resolution		Client is dissatisfied with resolution	
		_		_
C_+:-f:- J -l:-			Dissatisfied client signature	D-+-
Satisfied clie	nt signature	Date	Dissatisfied chefit signature	Date
Step 3	Date this form provided to grievance	committee	Date of meeting with client	
step s		_	<del></del>	
	Date of committee decision to liaison	1	Date of meeting with client	
Result	Description of proposed resolution	<u></u>		
Client is sa	atisfied with resolution		Client is dissatisfied with resolution	
Satisfied clie	nt signature	Date	Dissatisfied client signature	Date
Step 4	Date this form provided to board of o	directors	Date of meeting	
	Date of board decision to liaison			
Daniela		-		
Result	Description of proposed resolution			
Drogram b	as received this decision		Client has received this decision	
Frogram na	as received this decision		Chent has received this decision	
		Date	Liaison signature	Date

# **5Cities Homeless Coalition Notice of Action/Aviso de Acción**



Head of Household - Jefe de hogar:	Spouse - Partner	- Pareja	5cities homeless coalition resources. support. hope.
Dependent - Dependiente	Dependent - Dep	endiente	
Dependent - Dependiente	Dependent - Dep	endiente	
Dependent - Dependiente	Dependent - Dep	endiente	
	, you are eligible		
current housing status and/or current inco	ome. You have been appr	oved to re	eceive:
■ Efectivo,	usted es elegible	para la as	sistencia según por su estado
actual de vivienda y/o sus ingresos actuale.	s. Ha sido aprobado para l	recibir:	
☐ Security Deposit ☐	Rental Assistance	☐ Applic	cation Fees
Assistance Ass	istencia de alquiler	Costos d	e aplicación
Depósito de seguridad	Utility Payment	☐ Movir	ng Cost
	go de servicios		mudanza
Depósito de servicios públicos	públicos		
In order to maintain in good standing for a Program Agreement. Failure to comply ma Program Agreement.  Para mantenerse en el programa y recibir o del Programa. El incumplimiento puede res programa.	ay result in termination o	f the prog	ram. Please refer to you nentos descritos en su Acuerdo
EXIT			
☐ Effective, you are being exione or more requirements outlined in the		noncomp	oliance. You have violated
☐ Efectivo, usted ha sido te más requisitos descritos en el acuerdo del		incumplim	niento. Ha violado uno o
Case Manager			Date

# **Client Self-Declaration of Homelessness**

**Instructions**: If third-party documentation is not available, individuals or households may self-certify their current homeless status. Please initial the line below next to your current living situation and provide the details requested.

Applicant Name:	
,	a marker sidesualte)
Place not meant for human habitation (e.g. such as cars Location and Dates:	
Location and Dates.	_
Emergency shelter (Emergency Shelter Name, Location of	and Dates of Residency)
Transitional Housing (Transitional Housing Program Nat	me, Location and Dates of Residency)
<u>AND</u> Previous Homeless Living Situation (Name, Location) and	Dates:
Discharging from a Hospital or other Institution (Hospital Discharge Date):	al or Institution Name, Location, Date of Entry, and Expected
<u>AND</u> Previous Homeless Living Situation Details and Dates:	
Fleeing a domestic violence, including dating violence, dangerous/life-threatening conditions that relate to violence my primary residence: (initial all that are true)	sexual assault, stalking, human trafficking, and other against me or a family member that make me afraid to return to
Have no other place to live	
Do not have the financial resources and support networ	ks to obtain other housing
Being evicted from the housing we are presently stayin [Note: such individuals are eligible for a limited subset of prog	
Must leave this housing within the next d	ays
Have not identified other housing	
Do not have the financial resources and support net	tworks to obtain other housing
I certify the above-stated information to be	true.
Applicant Signature:	Date:

# **Homelessness Certification** Client(s) Name(s): ☐ Household without dependent children ☐ Household with dependent children Number in the household: \_\_ This form is to certify that the above-named individual or household is currently homeless based on the check mark, other indicated information, and signature indicating their current living situation. By signing this form, you are certifying this information to be true. Check only one box and complete only that section. Living Situation: Place Not Meant For Human Habitation The person(s) named above was/were living in a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for humans, including a car, park, abandoned building, bus station, airport, or camp ground on the date(s) below. Description of living situation (please provide the location and detailed description of living conditions): Homeless Street Outreach/Referral Program Name: Date(s) of Contact: \_\_ Authorized Agency Representative Name: \_\_\_\_\_ Authorized Agency Representative Signature: \_\_\_\_ \_\_\_\_\_\_ Date: \_\_\_\_\_ **Living Situation: Emergency Shelter** The person(s) named above was/were living in a supervised publicly or privately operated shelter on the date(s) below: Emergency Shelter Program Name: \_\_\_\_ Date(s) of Night(s) in the Shelter: \_\_\_ Authorized Agency Representative Name: \_\_\_\_ Authorized Agency Representative Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_ **Living Situation: Transitional Housing** [NOTE: USE ONLY FOR PURPOSES OF DOCUMENTING ELIGIBILITY FOR TRANSITIONAL HOUSING PROGRAMS] The person(s) named above is/are currently living in a transitional housing program for persons who are homeless. The persons(s) named above is/are graduating from or timing out of the transitional housing program: Transitional Housing Program Name: \_\_\_ Immediately prior to entering transitional housing the person(s) named above was/were residing in: emergency shelter OR a place unfit for human habitation OR ... Authorized Agency Representative Name: \_\_\_\_\_ Authorized Agency Representative Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

# Staff Supplement to Certification Based on Intake Conversation

I understand that third-party verification is the preferred method of certifying homelessness for an individual or household who is applying for assistance. I understand my declaration at intake is only permitted when I have attempted to but cannot obtain third party verification.				
Documentation of attempt(s) made	for third-party verification:			
Printed Name	Organization	Title		
Applicant Signature	Date	Phone Number		
Staff Signature:		Date:		



# **Homeless Definition**

# Criteria For Defining Homeless

		(1) Individual or family who lacks a fixed, regular, and adequate
Category 1	Literally Homeless	nighttime residence, meaning:  (i) Has a primary nighttime residence that is a public or private place not meant for human habitation;  (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or  (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
Category 2	Imminent Risk of Homelessness	(2) Individual or family who will imminently lose their primary nighttime residence, provided that:  (i) Residence will be lost within 14 days of the date of application for homeless assistance;  (ii) No subsequent residence has been identified; and  (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing
Category 3	Homeless under other Federal statutes	(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:  (i) Are defined as homeless under the other listed federal statutes;  (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;  (iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; and  (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers
Category 4	Fleeing/ Attempting to Flee DV	(4) Any individual or family who:  (i) Is fleeing, or is attempting to flee, domestic violence;  (ii) Has no other residence; and  (iii) Lacks the resources or support networks to obtain other permanent housing



# 5Cities Homeless Coalition PROGRAM EXPECTATIONS AGREEMENT

# PARTICIPANT EXPECTATIONS

- 1. Complete an Assessment with a Program Staff Member and answer all questions honestly.
- You will meet with your Case Manager approximately [once a week, twice a week, twice a month] for an hour or for another mutually agreed upon time.
- 3. Both you and your housing Case Manager will create a strategy to help locate permanent housing, which takes into account all of the housing resources 5Cities Homeless Coalition has available. During each appointment, you will work together to set individual goals.
- Submit all required documentation requested to verify eligibility criteria for 5Cities Homeless Coalitions program
  requirements.
- 5. You will be expected to make phone calls to housing authorities, landlords, and property owners and to complete rental applications.
- 6. You will be required to complete and follow a budget and savings plan in order to receive 5Cities Homeless Coalition services.
- SCities Homeless Coalition will keep a file for you, which includes copies of applications and other housing search-related
  material
- 8. SCities Homeless Coalitions will provide you with stamps and envelopes, as well as access to a copy machine, fax machine, and telephone for all housing-search related business.
- 9. Housing advocates may be available to view apartments and attend meetings pertaining to your housing search, as long as advance notice is given.
- 10. Report any changes, such as loss/gain of employment, enrollment/drop of school, family composition, or contact information within 10 Days.

# **MUTUAL EXPECTATIONS**

- All services provided by 5Cities Homeless Coalition are free of charge. No exchange of money or gifts by either party is allowed.
- 2. You and your housing advocate will treat each other with respect.
- Both parties are expected to be prompt to meetings and prepared for the time together. Both parties should call ahead if the meeting needs to be rescheduled.

 $IFurther\ Understand\ That\ Failure\ To\ Comply\ With\ The\ Above-Mentioned\ Statements\ Could\ Result\ In\ The\ Following:$ 

- A Meeting With An Staff Member And/Or Other Service Providers To Establish A Plan For Continued Services;
- A Halt In The Provision Of Financial Resources And Services To Obtain Placement Into Housing;
- Possible Termination Of Program Services
- ,\_\_\_, Agree With The Terms And Requirements To Receive Rapid Re- Housing/Homeless Prevention Program assistance. I Also Understand That Providing False Information May Result In Disqualification/Termination From The Program.
- I Understand This Is Not An Entitlement Program. Decisions Regarding Eligibility And Service Are Based On A Review Of Information About A Household And Whether That Household Meets The Criteria Outlined In Program Policies, The Availability Of Funds, And Staff Needed For Participation.
- By Signing Below, I Affirm I Have Reviewed, Understand, And Agree To This Housing Program Agreement, The Housing Program Grievance Policy/Procedure, And The Housing Program Release of Information (HMIS and DSS 815).

Head of Household	Date	Spouse/Partner	Date
Other Adult	Date	Case Manager	Date

# **ESG Recertification Form**

Participants must be re-evaluated not less than once every 3 months to verify eligibility for continued assistance.

Today's Date://	s Date:/ Staff Member:					
Name:						_
(First)			(Last	)		_
Social Security Number:				Birth	Date:_	
Date of Program Entry:/	J	D	ate of	Last Recert	ification	:/
Any change in the number of individua	als residing	in this hou	sehold	:Ye	!s	No
If Yes, please provide the following	g informatio	on:				
Name	Relation Head of H		Sex	Date of Birth	Race	Social Security Number
Update of the following is required	d:					
Income/Benefits Assessment						
Verification of Income	Verification of Income					
Housing Stabilization Plan						
Participant requires continued assistance with the following items:						
Housing Relocation & Stabilization Services:  Housing Search & Placement  Case Management  Mediation (between client & landlord)  Legal Services  Credit Repair  Moving Costs		Financial Assistance:  Rental Application Fee  Security Deposit  Last Month's Rent  Utility Deposit  Utility Payments  Utility Arrears (up to 6 months)				
Shelter Operations:  Motel/Hotel Voucher		Rental Assistance:  ☐ Short-term (1-3 months)  ☐ Medium-term (4-24 months)  ☐ Rental Arrears (up to 6 months)				

Any other information regarding the participant's recertification information and/or needs at this time:				
Next Recertification is due://				
I/We certify that the information provided on this app knowledge. I/We understand that false statements or also understand that false statements or information a program. I/We also understand that if I/we are receivi move back in with the abuser, I/we will be terminated	r information are punishable under Federal Law. I/We are grounds for termination of assistance under this ring assistance as a Victim of Domestic Violence and			
I/We understand that I/we are to provide any and all information as requested by the Case Manager or Program Manager that the information provided will be subject to verification, that the housing unit I/we are renting is subject to a physical inspection and must meet HUD standards before assistance can be approved. I/We also understand that any approved assistance will be paid directly to the landlord, property manager or utility company and that I/we are responsible for making whatever payments this program determines are my/our responsibility on time and in full each month. I/We also understand the case manager must be notified of any changes in income or other circumstances (e.g. changes in household composition) that affect the eligibility of assistance under this program.				
Print Full Name	Print Full Name			
Signature	Signature			
Date	Date			
STAFF USE ONLY: Client/Household is approved for continued assistance in the	he ESG Program?YesNo			
If no, please provide reason:				
Date Recertification Completed:/				
Staff Member Approving:				
(please print)				

# RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	Unit #1 Comparison	Unit #2 Comparison	UNIT #3 COMPARISON
Address				
Number of Bedrooms				
SQUARE FEET				
Type of Unit/Construction				
Housing Condition				
LOCATION/ACCESSIBILITY				
Amenities				
Unit:				
SITE:				
Neighborhood:				
Age in Years				
UTILITIES (TYPE)				
Unit Rent Utility Allowance Gross Rent				_
HANDICAP ACCESSIBLE?				

# CERTIFICATION:

	A. COMPLIANCE WITH PAYMENT STANDARD							
	PROPOSED CONTRACT RENT + UTILITY	ALLOWANCE = PROPOSED GROSS RENT						
	Approved rent does not exceed applicable Payment Standard of \$							
	B. RENT REASONABLENESS Based upon a comparison with rents	for comparable units, I have determined that the	proposed rent for the unit					
	[ ] is [ ] is not reasonable.							
I	Name:	Signature:	Date:					

# **5CITIES HOMELESS COALITION**

Unique Entity ID

KR8JGGKBKEP9

CAGE/NCAGE

85DL1

Registration Status

**Expiration Date** 

Active Registration

Sep 29, 2023

Purpose of Registration

**Federal Assistance Awards Only** 

**Mailing Address** 

P.O. Box 558

Grover Beach, California 93483, United States

Physical Address 100 S 4TH ST

Grover Beach, California 93433-1910, United States

# 5Cities Homeless Coalition September 2022 Program Report



# **Information & Coordinated Entry**

Assistance begins with a Coordinated Entry Intake, a service utilized by Homeless Service Providers throughout the County that provides a standardized assessment to ensure a consistent, streamlined experience for those seeking services. Clients complete a comprehensive needs assessment, identify barriers to employment or housing, and develop an immediate action plan. Those visiting 5CHC's offices are provided access to computer, internet, phone charging, mailing address, food, and hygiene supplies.

Number of Coordinated Entry Surveys: 52



Households with Children: 15



Households without children: 37



Total Number of Calls Received: 547

Single-Parent Households:

6

**Seniors (62+):** 



Disabled:

Youth (under 25):



Total Number of Walk-ins:

# Rapid Re-Housing and Homeless Prevention Programs

Case management and financial assistance for deposit, rent and immediate needs for those who are homeless or facing homelessness. Together, these programs prevent loss of housing and aid in rehousing.

Rapid Rehousing Year to Date: 124 Families

**Permanently Housed This Month: 18** 

Prevented Homelessness (Eviction) Year to Date: 146 Prevented Homelessness (Eviction) This Month: 24



- Average Amount Spent on Deposit: \$2,110
- Average Amount Spent on Deposit Year to Date: \$1,860



- Average Amount Spent on Rental Assistance: \$2,012
- Average Amount Spent on Rental Assistance Year to Date: \$1,825

# **Homeless Youth**

Outreach and case management targeting homeless youth age 16-24, providing support for immediate needs, education and job development, and housing assistance. Program is offered in partnership with Dignity Health, Good Samaritan Shelter, and Lucia Mar Unified School District, Police Departments of Arroyo Grande and Grover Beach.

Total # of Case Managed Youth



New Contacts Made This Month



Youth Who Gained New Housing, Employment, Benefits, or Education



# **Outreach Efforts:**

5CHC staff conducts outreach to ensure the health and safety of individuals and families living in local encampments. 5CHC works with law enforcement, County Public Health, and others to conduct health checks and provide food, hygiene, and access to case management. This month, we targeted Grover Beach extensively.

Individuals Connected to Resources This Month Through Outreach



64



# **Immediate Needs:**

Assists homeless and low-income families and individuals in the Five Cities area with limited funds to address their immediate needs, and move them to self–sufficiency. Helping families overcome a one-time barrier can enable them to move toward self-sufficiency, stability, and economic improvement. Examples of assistance include gasoline, clothing, employment readiness, detox/sober living, basic needs, etc. Average amount spent per client: \$97.39



# **Benefits Advocacy/Medically Fragile Clients:**

5CHC clients are offered guidance in attaining public benefits, including SSI, Cal Fresh, etc. Housing clients are also encouraged to participate in financial literacy and budgeting training. Our work with medically fragile clients is aimed at improving discharge planning and case management with Arroyo Grande Community Hospital. Monthly Averages:









# Winter Warming Center

During the winter season, 5CHC operates an overnight warming center to provide a safe, warm, and dry place for homeless adults to find shelter on nights with specific forecasts of inclement weather. **The Warming Center 2021-2022 Season has concluded.** 

# **News & Happenings**

# **Cabins for Change Opening Soon!**

This new temporary emergency housing program in Grover Beach, also referred to as "Cabins for Change," will use modular cabins at 16th Street and Long Branch Avenue. With 24/7 support, wrap-around case management, and services providing nutrition, recovery and housing stabilization guidance, 5CHC's Cabins for Change program will help homeless individuals achieve long-term housing.

# Total Nights Open 18 Avg. # of Guests This Season 7 Families with Children 0 # of 1st Time Guests 24

# 5Cities Homeless Coalition A 501(c)(3) Nonprofit | Tax ID #27-0413593 (805) 574-1638 | 5CHC.org P.O. Box 558 Grover Beach, CA 93483-0558 @5citieshomelesscoalition





