



**REQUEST FOR PROPOSAL FOR
EMERGENCY SOLUTIONS GRANT (ESG)
PROGRAM FUNDING MULTIPLE
PROGRAM YEARS (2023-2025)
HOMELESSNESS RELATED SERVICES
RFP CDH 24-01**

AMENDMENT NO. 1

Section I. Introduction

C. Budget has been revised to remove available funds for 2023 State ESG and to reduce the amount of available funds for Rapid Rehousing activities for 2022 Federal ESG.

Section V. Scope of Work

A. Background Information has been revised to remove reference to the State 2023-2024 program year funding.



**Request for Proposal No. 24-01
Emergency Solutions Grant (ESG)
Program Funding Multiple Program Years
(2023-2025)
Homelessness Related Services**

**San Bernardino County
Community Development and Housing
560 East Hospitality Lane, Suite 200
San Bernardino, CA 92415-0043
February 22, 2024**

I. INTRODUCTION

A. Purpose

The San Bernardino County (County), Community Development and Housing Department (CDH), is seeking proposals from interested and qualified Proposers to provide homeless related services funded by the Emergency Solutions Grant (ESG) program. The number of awards will be determined by the quality of the proposals received.

B. RFP Contact

All correspondence must be submitted to the person identified below (RFP Contact):

San Bernardino County
Community Development and Housing
Attn: Erica Watkins
560 East Hospitality Lane, Suite 200
San Bernardino, CA 92415-0043
(909) 501-0649
ewatkins@cdh.sbcounty.gov

Individuals with hearing or speech disabilities may contact the program staff by utilizing the California Relay Service (711).

Proposals must be submitted electronically to ESG@cdh.sbcounty.gov, subject line: RFP CDH 24-01 Submission.

C. Budget

Subject to Federal appropriations, the County received \$630,350 in Federal ESG for program year (PY) 2022-2023 and anticipates receiving an additional \$613,906 in Federal ESG funds for the FY 2023-2024 PY. The actual amount of the County' allocation is determined by final funding appropriations from Congress and the U.S. Department of Housing and Urban Development's (HUD) ESG allocation formula.

~~In addition, the County will receive approximately \$259,772 in State ESG for the 2023-2024 PY.~~

Funds made available through this RFP will be available to successful contractors no earlier than May 2024.

Grant	HMIS*	SO*	ES*	RRH*	HP*	TOTAL
2023 State ESG	TBD	TBD	TBD	TBD	TBD	\$259,772**
2022 Federal ESG	\$94,560	\$74,652	\$99,536	\$104,988	\$59,722	\$433,458**
2023 Federal ESG	\$30,695	\$30,695	\$153,477	\$217,937	\$135,059	\$567,863**

*HMIS: Homeless Management Information System, SO: Street Outreach, ES: Emergency Shelter, RRH: Rapid Re-housing, HP: Homelessness Prevention
**The County will retain the ESG allocation for administration of the Federal and State Emergency Solutions Grant Programs

Typical individual awards for ESG-funded activities range from \$10,000 to \$60,000 or more for emergency shelter, outreach services, rapid re-housing, and homelessness prevention eligible activities.

D. Contract Term

Services to be provided under this Request for Proposals (RFP) are outlined under Section V, Scope of Work. The Contract period will be for a maximum of one (1) year beginning upon contract execution. A successful contractor will complete, expend, and drawdown their ESG award during the Contract period.

All ESG awards made by the County will be in the form of a grant. Non-profit organizations, non-County governmental entities, and Tribal organizations will be required to execute a contract agreement with the County.

E. Reserved

F. Assistance to Proposers with a Disability

Proposers with a disability may request accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the RFP Contact no later than ten (10) days prior to the Deadline for Proposals.

II. PROPOSAL TIMELINE

Release of RFP	Thursday, February 22, 2024
Mandatory Proposal Conference	Thursday, February 29, 2024, 10 AM (PST)
Deadline for Submission of Questions	Friday, March 1, 2024, 12 PM (PST)
Deadline for Proposals	Friday, March 22, 2024, 11:59 PM (PST)
Tentative Notification of Intent to Award	Wednesday, April 3, 2024
Tentative Contract Start	Tuesday, May 7, 2024

Proposal Conference will be held virtually via Microsoft Teams. Attendance is mandatory.

[Click here to join the meeting](#)

Meeting ID: 224 061 477 495

Passcode: mursPu

Or call in (audio only)

+1 661-568-6806

Phone Conference ID: 135 552 790#

Questions regarding the contents of this RFP must be submitted in writing to ESG@cdh.sbcounty.gov on or before the Deadline for Submission of Questions. Please include the following text in the email subject line: RFP CDH 24-01 Questions. All questions submitted on or before the Deadline for Submission of Questions will be answered, and both the question and answer will be posted as an Addendum to the RFP at www.SBCountyCDHA.com.

III. DEFINITIONS

Capitalized terms used in this RFP shall have the meanings given to them in the RFP and as defined below:

Board: The San Bernardino County Board of Supervisors.

Contract: The Contract between the County and the Proposer resulting from the award issued pursuant to this RFP to the successful Proposer.

Contractor: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.

Emergency Shelter: Activities designed to increase the quantity and quality of temporary shelters provided to homeless people, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating costs of shelters, and providing essential services.

Facilitator: A County Purchasing Department buyer or designated individual tasked with managing the processes of the evaluation panel.

Homeless Management Information System (HMIS): A local information technology system used to collect client-level data and data on the provision of housing and services to individuals and families at risk of and experiencing homelessness.

Homelessness Prevention: Housing relocation and stabilization services, and short-and/or medium-term rental assistance as necessary to prevent individual or family homelessness. Costs are eligible to the extent necessary to help the participant regain housing stability in their current housing or move into other permanent housing and achieve stability.

Proposal: The offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.

Purchasing Agent: The Director of the County Purchasing Department.

Rapid Rehousing: Housing relocation and stabilization services and/or short-and/or medium-term rental assistance as necessary to help homeless individuals or families (living in shelters or in places not meant for human habitation) move as quickly as possible into permanent housing and achieve stability.

Request for Proposal (RFP): The request for an offer from Proposers interested in providing the identified services sought to be procured by the County. The RFP specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.

Services: The requested services described in this RFP.

Street Outreach: Services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care.

Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

United States Department of Housing and Urban Development (HUD): The Federal agency responsible for national policy and programs that address America's housing needs, that improve and develop the Nation's communities, and enforce fair housing laws.

IV. PROPOSAL CONDITIONS

A. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

B. Term of Offer

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the Proposal submission.

C. Required Review

Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments from Proposers concerning defects and objectionable material in this RFP must be made in writing and received by the RFP contact prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last). This will allow issuance of any necessary amendments or addendums to the RFP. It will also help prevent the opening of a defective RFP and exposure of Proposals upon which an award could not be made. Protests based on any omission or error, or on the content of this RFP, may be disallowed if not submitted in writing to the attention of the RFP Contact, prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last).

D. Incurred Costs

The County is not obligated to pay any costs incurred by Proposer in the preparation of a Proposal in response to this RFP. Proposers agree that all costs incurred in developing a Proposal are the Proposer's responsibility.

E. Amendments/Addendums to RFP

The County reserves the right to issue amendments or addendums to this RFP if the County considers that changes are necessary or additional information is needed.

Changes to a Proposal or withdrawal of a Proposal will only be allowed if a request is received prior to the Deadline for Proposals. No amendments or withdrawals will be accepted after the Deadline for Proposals.

F. Best Value Evaluation

As established in this RFP, the County realizes that criteria other than price are important and will award contract(s) based on the Proposal that best meets the needs of the County. The County seeks the optimal combination of quality, price, and various qualitative elements of the required Services that will provide the County the greatest or best value for its money.

G. Right of Rejection

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. The County may reject as non-responsive any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Further, the County may reject a proposal from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a Proposal in response to this RFP.

A Proposer may not qualify the Proposal nor restrict the rights of the County. If Proposer does so, the Proposal may be determined to be a non-responsive counter-offer and the Proposal may be rejected.

No Proposal shall be rejected, however, if it contains a minor irregularity, defect or variation. If the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the Proposal.

Minor irregularities may be waived by the Purchasing Agent when they are any of the following:

1. Do not affect responsiveness;
2. Are merely a matter of form or format;

3. Do not change the relative standing or otherwise prejudice other offers;
4. Do not change the meaning or scope of the RFP;
5. Are trivial, negligible, or immaterial in nature;
6. Do not reflect a material change in the work; or
7. Do not constitute a substantial reservation against a requirement or provision.

In such cases the Proposer will be notified of the deficiency in the Proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Proposer from compliance with all requirements if awarded a Contract.

This RFP does not commit the County to award a contract. The County reserves the right to reject any or all Proposals if it is in the best interest of the County to do so. The County also reserves the right to terminate this RFP process at any time.

H. Reserved

I. Clarification of Offers

In order to determine if a Proposal is reasonably susceptible for award, communications by the Facilitator for the evaluation panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the panel may be adjusted as a result of a clarification under this section.

J. Public Records Act

All Proposals and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code § 7920.000). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record.

If a Proposer believes that any portion of its Proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment J - Public Records Act Exemptions. The Proposer also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

The County will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and the County might not deny public disclosure of any portion of Proposals so marked.

By submitting a Proposal with portions identified in Attachment J as "Confidential," Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Proposer may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the County does not disclose the information marked "Confidential," Proposer agrees to reimburse the County for, and to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature arising from or relating to the County's non-disclosure of any such designated portions of a Proposal.

K. Employment of Former County Officials

Information must be provided in Attachment H regarding former County Administrative Officials (as defined below) who are employed by or represent Proposer. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of Proposer and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Proposer. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the Proposal being deemed non-responsive.

L. Iran Contracting Act of 2010

In accordance with Public Contract Code section 2204(a), the Proposer certifies upon submission that the Proposer signing the Proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Proposer agrees that signing the Proposal shall constitute signature of this Certification.

M. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Proposer selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer may also be asked to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Proposer may be asked whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

N. Debarment and Suspension; California Secretary of State Business Entity Registration.

Proposer certifies in Attachment E that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See Attachment E and the following United States General Services Administration’s System for Award Management website <https://www.sam.gov>). Proposer also certifies in Attachment E that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

O. Unsatisfactory Performance

Proposer affirms that it has no record of unsatisfactory performance, which include failure to expend funds previously awarded to the Proposer’s organization, failure to meet the service provisions established in current or prior contracts, and/or current or past open findings, with the County in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

P. Final Authority

The final authority to award a contract(s) as a result of this RFP rests solely with the County Board of Supervisors, or as delegated by the Board of Supervisors.

Q. Reserved

R. Campaign Contribution Disclosure (SB 1439)

Proposer has disclosed to the County through completion of Attachment L – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] after January 1, 2023. Proposer acknowledges that under Government Code section 84308, subdivision (e)(2), Proposer may not make a contribution of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of a contract pursuant to this Request for Proposal is pending, and for 12 months after a final decision is rendered by the County.

Campaign contributions include those made by any agent/person/entity on behalf of the Proposer or by a parent, subsidiary or otherwise related business entity of Proposer.

V. SCOPE OF WORK

A. BACKGROUND INFORMATION

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program, and revises the Emergency Shelter Grants program and renames it as the Emergency Solutions Grants (ESG) program. The HEARTH Act also codifies into law the Continuum of Care planning process, a longstanding part of HUD’s application process to assist homeless persons by providing greater coordination in responding to their needs.

CDH is seeking Proposals for the Federal 2022-2023 and 2023-2024 ~~and the State 2023-2024~~ PY funding. The County strives to leverage funding to serve our most vulnerable populations. It is through the strategic use of Federal and State ESG program, along with other homeless-related funding, the County is working to see a decrease in its unsheltered population and an increase in the number of individuals and families that move toward permanent housing. Through partnership with non-profits and other County departments, the County is utilizing the collective impact approach to address one of the most complex social issues.

ESG funds can be used to provide a wide range of services and supports under the five program components: Street Outreach, Emergency Shelter, Rapid Re-housing, Homelessness Prevention, and HMIS. Each program component's corresponding activities and eligible costs are described in the ESG Program Components Quick Reference: <https://files.hudexchange.info/resources/documents/ESG-Program-Components-Quick-Reference.pdf>

Eligible activities funded with the County's ESG funds include:

1. Engaging homeless individuals and families living on the street;
2. Improving the number and quality of emergency shelters for homeless individuals and families;
3. Operating shelters;
4. Providing essential services to shelter residents;
5. Rapidly re-housing homeless individuals and families utilizing a Housing First approach; and
6. Preventing families and individuals from becoming homeless.

HUD allocates the fiscal year appropriation for ESG to eligible recipients in accordance with the percentage of ESG funding each jurisdiction was allocated for the previous fiscal year.

As an Urban County in the Entitlement ESG program, the County receives an annual formula allocation of ESG funds from HUD. HUD determines the amount of each grant by using a formula comprised of several measures of community need, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag in relationship to other metropolitan areas.

The County's ESG includes all of the unincorporated areas of San Bernardino County as well as the cooperating cities of: Adelanto, Barstow, Big Bear Lake, Colton, Grand Terrace, Highland, Loma Linda, Montclair, Needles, Redlands, Twentynine Palms, Yucaipa and the Town of Yucca Valley.

B. PROJECT DESCRIPTION

1. Eligible Activities
 - a. Proposers should refer to Exhibit C or HUD regulations found at 24 CFR Part 576.101-104 regarding eligible uses of ESG funding.
2. Eligible Proposers
 - a. San Bernardino County will only accept ESG Proposals from the following organizations or entities:
 - i. Non-Profit organizations subject to 26 U.S.C. 501 (c)(3) of the tax code;
 - ii. San Bernardino County departments; and
 - iii. Governmental agencies including cities, Special Districts, and Tribes.
 - b. Organizations that have previously applied for County ESG funding are eligible to apply, and there is no limit on the number of applications an organization can submit.
3. Compliance with Laws and Regulations
 - a. The successful Proposers will be required to comply with all applicable federal, state, and local laws, regulations, and ordinances. Pursuant to an executed agreement, the Proposer

will certify that it will adhere to and comply with the laws and regulations found in Exhibit B as they may be applicable to a subrecipient of funds granted pursuant to the Housing and Community Development Act of 1974, as amended.

4. Post Award Reporting Requirements
 - a. Participation in HMIS is required. A comparable database is acceptable if the sub-recipient is a victim services or a legal services provider. A comparable database must be able to collect client-level data over time and generate unduplicated aggregate reports based on the data. In addition, record sharing is required.
 - b. To ensure compliance with the ESG program requirements, all subrecipients of ESG funds will be required to comply with the applicable ESG reporting requirements. The type, amount, frequency, format (paper or electronic), and detail of the reporting requirements depends upon the specific use of the ESG funds and HMIS requirements. All specific reporting requirements will be stated in the contract agreement.
5. Successful Proposers will be required to submit additional documentation to the County. This documentation may include evidence or documentation related to:
 - a. Legible copy of current IRS letter indicating 501(c) (3) status
 - b. Current Board roster, names, addresses, telephone numbers, and professions or organizations represented
 - c. Organizational chart listing all staff names, positions, and job descriptions
 - d. Applicant organization's shelter policy statement, sign-in sheet, and intake form
 - e. Copies of agreements, letters, and/or MOUs for all off-site essential services provided
 - f. Documentation of commitment for ESG matching funds (e.g., award/commitment letters, etc.)
 - g. Organization's most recent fiscal report
 - h. Most current annual audit and most recent Single Audit in accordance with 2 CFR Part 200.500 (formerly A-133), if applicable, including any exceptions
 - i. Incorporation Documents
6. Funding
 - a. Minimum Funding Level
 - i. In order to ensure the effective, efficient, and appropriate allocation and use of the County's ESG funding, the County may reject any proposed ESG activity in an amount less than \$10,000.
 - b. Cost Sharing and Leveraging
 - i. Applications for funding under the County's ESG allocation must demonstrate a matching contribution as provided under paragraph (a)(2) and (a)(3) of the ESG Federal Regulations 24 CFR 576, the recipient must make matching contributions to supplement the recipient's ESG program in an amount that equals the amount of ESG funds provided by HUD.
 - ii. Matching contributions, referred to as "leveraging", may be obtained from any eligible source, including any Federal source other than the ESG program, as well as state, local, and private sources. Funds used to match a previous ESG grant may not be used to match a subsequent grant award. Additional requirements apply to matching contributions from a Federal source of funds.
 - iii. Matching contributions must be provided after the date the agreement is signed.
 - iv. Proposers are encouraged to utilize the greatest amount of leveraging as possible to improve the competitiveness of their proposal.
 - c. Retroactivity
 - i. Federal awards will not allow reimbursement of pre-Federal award cost.

C. ADDITIONAL REQUIREMENTS

1. Pursuant to Federal regulations, all Proposers for ESG funds must comply with the following requirements prior to submitting their ESG Proposal to the County:
 - a. Be registered in the System for Award Management (SAM);
 - b. Maintain an active SAM registration, with current information, at all times during the performance period of the grant; and
 - c. Provide a valid Unique Entity Identifier (UEI) number in the application.

To register, visit www.sam.gov.

2. Maintains a voluntary board, which meets regularly and reviews the organizations operations.
3. Makes facilities and services available to all on a non-discriminatory, equal opportunity basis.
4. Meets all local government building, safety, and habitability standards.
5. Uses facilities exclusively for secular purposes and makes the facility available to all regardless of religious preference.
6. Complies with the policies, guidelines, and requirements of 2 CFR Part 200.
7. Will comply with the uniform federal accessibility standards if major rehabilitation or conversion is to be completed.
8. Will comply with the requirements as applicable of the Lead Based Poisoning Act (2CFR Part 200).
9. Will ensure that no person who is an employee, agent, consultant, or officer of the organization will engage in any activity related to this project that would present a conflict of interest.
10. Will comply with the applicable audit requirement of (2CFR Part 200).
11. Will involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating shelter facilities, and in providing services to shelter residents.
12. Will encourage the participation of homeless or formerly homeless persons in a policy-making function within the sub- recipient’s organization.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a Proposal for consideration. Submission of a Proposal indicates that the Proposer has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP have been resolved.
2. Proposers for the County’s 2023-2025 ESG application must use the fillable PDF application which can be accessed at [NOFAs, Notices & RFPs – San Bernardino Community Development and Housing \(sbcountycdha.com\)](http://NOFAs, Notices & RFPs – San Bernardino Community Development and Housing (sbcountycdha.com)). All forms necessary to submit an application are available online with the exception of the documents required to be uploaded by the Proposer (e.g., bylaws, authorizations, back up information, etc.).

The ESG application consists of eleven (11) primary sections:

1. Proposer Profile	2. General Information
3. Organizational History	4. Project Activity
5. Residential Service Section	6. Financial Information (Detailed Budget)
7. Leveraging – Matching Funds	8. Fiscal Year Project Budget
9. Proposal Narrative	10. Application Certification and Authorization
11. Attachments (upload)	

Proposers are limited to the space available for each required response in the application. Proposers can upload additional supporting documentation, including third party verifications, if desired.

3. Proposals must be received by the designated date and time. **Late or incomplete proposals will not be accepted.** Proposals must be submitted as a PDF by email to CDH at ESG@cdh.sbcounty.gov, subject line: RFP CDH 24-01 Submission, no later than 11:59 PM (PST) on Friday, March 22, 2024.
4. The Proposer acknowledges that its electronic signature is legally binding.
5. Proposals can be withdrawn at any time prior to the scheduled Deadline for Proposals.
6. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
7. Proposals must be completed in all respects as required in this section. A Proposal may not be considered if it is conditional or incomplete.

B. Proposal Format

Responses to this RFP must be in the form of a Proposal package, which must be submitted in the following format:

1. Presentation

Format the Proposal to fit on an 8-½ x 11 sheet of paper with margins of at least ¾ inches. Text should be single spaced and font size should be no smaller than 11 point. Each page, including attachments, must be clearly and consecutively numbered.

2. Cover Page

Use Attachment A as the cover page.

This form must be fully completed and signed by an authorized officer of the Proposer. By signing, the Proposer certifies that he or she has been authorized to submit the Proposal on behalf of the organization applying for ESG funds. This electronic certification **MUST** be accompanied by a minute order, resolution, or other official authorization to submit the Proposal. (Sample Resolution included as Exhibit F.)

3. Table of Contents

All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

4. Statement of Certification

The Proposer certifies the following on Attachment B:

- a. That the offer made in the Proposal is firm and binding for nine (9) months from the Deadline for Proposals.
- b. That all aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer (competitor) for the purpose of restricting competition.
- c. That all declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.
- d. That the Proposer agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.

- e. That the Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the Services as proposed.
- f. That the Proposer, if selected will comply with all applicable rules, laws and regulations.
- g. That the Proposer has reviewed the RFP and General Contract Terms in their entirety and have no exceptions to any requirements, terms or conditions, except as noted in Attachment I.
- h. That the Proposer acknowledges that the Federal assistance made available through the ESG program funding will not be used to substantially reduce prior levels of local, (non-ESG) financial support for community development activities.
- i. That the Proposer fully understands that any facility built, or equipment purchased with ESG funds shall be maintained and/or operated for the approved use throughout its economic life.
- j. That sufficient funds are available or will be available to complete the project as described within a reasonable timeframe.

5. Statement of Qualifications

Include the following in this section of the Proposal:

- a. Business name of the Proposer and type of legal entity such as corporation, partnership, etc. If Proposer is a business entity that must be registered with the California Secretary of State, Proposer shall provide the County the entity number assigned to it by the Secretary of State.
- b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- c. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform the Contract, if awarded.

6. Licenses, Permits, and/or Certifications

Provide copies of all licenses, permits and/or certifications in Attachment D as required under Section X. TERMS AND CONDITIONS Paragraph A, 22.

7. Financials

Provide Proposer's Annual Report for the previous two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the Proposer's accountant that the information accurately reflects the Proposer's current financial status. If the Proposer is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the Proposer's current financial status.

8. Project Team Organization Chart

Provide an organization chart illustrating the project team, and clearly show the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed project team.
- b. Company name and staff name for each role identified in the chart.
- c. Resumes of key personnel, including qualifications, education and project experience

9. Proposal Description

The Proposal should include the following:

- a. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet them.
- b. A detailed statement of the proposed Services.
- c. An explanation of any assumptions or constraints.

10. Work Plan and Schedule

Include the following:

- a. Summary of management/work plan for this Project.
- b. Project schedule

11. Certification Regarding Debarment or Suspension

Complete Attachment E

12. Application and Budget

Complete Application and proposed project budget on Attachment F.

13. References and Letter of Recommendation

Provide three (3) references from other entities, preferably public agencies, of same or similar size as the County, with whom you have established a contract on a project of this nature. Provide Contact Name, Address, Phone Number, and dates Services were provided on Attachment G. In addition, provide one (1) letter of recommendation from an individual or organization knowledgeable of the Proposer's past performance and experience.

14. Former County Officials

Complete Attachment H.

15. Exceptions to RFP

Complete Attachment I.

16. Public Records Act Exemptions

Complete Attachment J – Public Records Act Exemptions if applicable.

17. Indemnification and Insurance Requirements Affidavit

Submit evidence of ability to insure as stated in Section X, Paragraph B – Indemnification and Insurance Requirements. Proposer must complete and submit Attachment K – Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Proposer's insurance broker/agent.

18. Campaign Contribution Disclosure (SB 1439)

Complete Attachment L – Campaign Contribution Disclosure (SB 1439)

VII. EVALUATION

Proposals will be subject to an Initial Review to confirm responsiveness, by determining whether each Proposal includes the stipulated content, required certifications or licensing, etc., and is presented in the required format, in order for the Proposal to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain that the Proposal meets these requirements.

San Bernardino County uses a Priority Evaluation and Project Rating System for all ESG proposals. As part of the review and evaluation process, CDH will review and evaluate all proposals utilizing the checklist in Exhibit D - Evaluation.

The evaluation process includes the following rating criteria.

- A.** Quality of Program Design/four sub-criteria (40 points)
- B.** Service Priority of Needs/five sub-criteria (60 points)

C. HMIS/Comparable database Reporting/four sub-criteria (40 points)

D. Participation and Leveraging/five sub-criteria (60 points)

The County may, at its sole discretion, create a shortlist of Proposals for further evaluation; require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process; and/or issue a request for Best and Final Offer (BAFO) from one or more Proposers.

Proposers will be subject to an on-site review to determine compliance with eligibility requirements as contained herein. If it is determined that the Proposer cannot adequately administer an ESG grant, does not have the capacity to carry out the project as set forth, or cannot meet eligibility requirements, the Proposal will not be forwarded for funding consideration.

The County will establish an evaluation panel with responsibility for reviewing all Proposals and conducting the evaluation. A Facilitator will manage the integrity of the evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the Facilitator will distribute all relevant documents to the evaluators including the RFP, evaluation worksheets for each Proposal, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the Proposals. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores, but not for the evaluators to agree upon scoring. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If clarifying information is needed at any point, the Facilitator will contact Proposer(s) to obtain the necessary information. The Facilitator will then provide the information to the evaluation panel electronically or verbally, as appropriate.

If the evaluation process includes components such as oral interviews, product demonstration, and/or site visits, the Facilitator will coordinate those with evaluators. Individual scoring and any subsequent evaluation panel meetings with respect to such components must be conducted.

Once all ratings are finalized and documented, the Facilitator will collect individual evaluation worksheets to create a final evaluation scoring worksheet.

VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

A. Contract Negotiation

After selection, negotiations may be conducted with the Proposer(s) of the highest-ranked Proposal(s). Negotiations, if held, shall be within the scope of work in the request for Proposals. If the contract negotiations take place in San Bernardino County, California, the Proposer will be responsible for its travel and per diem expenses of its personnel.

B. Failure to Negotiate

If the selected Proposer:

1. Fails to provide the information required to begin negotiations in a timely manner; or

2. Fails to negotiate in good faith; or
3. Indicates it cannot perform the Contract within the budgeted funds available for the Services; or
4. If the Proposer and the County, after a good faith effort, simply cannot come to terms;

Then the County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest rated Proposer.

C. Notice of Intent to Award (NOIA) – Proposer Notification of Selection

After the completion of Contract negotiations a written or electronic Notice of Intent to Award (NOIA) and denial letters (or a copy of the NOIA) will be issued to all Proposers. The issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for delivery to the Proposer.

D. Review of Financial Performance

As indicated in Section VII, Section B, financial information may be used to evaluate and select the Proposal(s) deemed to be in the County's best interest. Alternatively, at the County's sole discretion, the financial performance of the intended Contractor may be assessed prior to Contract award. Financial performance deemed unsatisfactory by the County may result in non-award or a recommendation for award to another Proposer(s).

E. Award

A Contract will be awarded based on a competitive selection of Proposals received. The contents of the Proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

IX. APPEAL AND AWARD

In the event a dispute arises concerning the Proposal process prior to the award of the Contract, the Proposer raising the dispute shall submit a request for resolution in writing to the Purchasing Agent. Proposer may appeal the recommended award or denial of award (Protest), provided the Protest:

1. Is submitted in writing.
2. Is submitted within ten (10) calendar days of the issuance date of the NOIA.

A Protest can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. Violation of State or Federal law.

Protests will not be accepted for any other reasons than those stated above. All Protests must be sent to:

Pete Mendoza, Director
San Bernardino County
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

Upon receipt of the formal Protest, the Purchasing Agent, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Purchasing Agent it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Proposer advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Purchasing Agent shall be deemed final.

Alternatively, at the Purchasing Agent's discretion, an Appeal Panel consisting of five (5) members appointed by the Purchasing Agent shall hear the Protest. The Proposer will be provided reasonable notice of the time, date and location of the hearing. In the event that a protesting Proposer does not appear at the Protest hearing as scheduled, the Protest will be disallowed.

The hearing is informal, in that it is not subject to the strict rules of evidence or procedure, and live witnesses, if any, will not be sworn. All relevant evidence is admissible, including hearsay. It will be up to the Appeal Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by at least three (3) affirmative votes: 1) whether the Protest was submitted timely; 2) whether the Protest is based on at least one of the three designated grounds identified above; and 3) whether the grounds on which the Protest are based have been substantiated.

If any of the grounds are determined to be valid, the Panel will also decide if the valid portion of the Protest has so tainted the RFP process that it is unfair to the Proposer or whether the valid grounds for the Protest are in the nature of harmless error and that the RFP process was fair to the Proposer. The Panel will not re-evaluate the Proposals.

The Purchasing Agent shall notify the Proposer making the Protest of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Appeal Panel shall be deemed final. If the Contract must be approved by the Board, after receiving a decision from the Purchasing Agent or Appeal Panel, the Proposer may then present its Protest to the Clerk of the Board of Supervisors for the Board's review and decision. The Proposer must file its written Protest with the Clerk of the Board or provide a verbal Protest (typically limited to three minutes) prior to the Board making a decision on the Contract. Any decision of the Board shall be deemed final.

A Proposer protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Proposer has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Proposer under this RFP. Upon exhaustion of this remedy no additional recourse is available.

X. TERMS AND CONDITIONS

The selected Proposer will be required to enter into a formal Contract with the County. This RFP sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the Proposal identifies an objection and County agrees to a change of language in writing. All objections to any Terms and Conditions must be listed on Attachment I – Exceptions to RFP, or any exception thereto shall be waived.

A. General

1. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

2. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

3. Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

4. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

5. Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

6. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

7. Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

8. Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all additions

and modifications to each of subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

9. Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

10. Primary Point of Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

11. County Representative

The Director of Community Development and Housing Department or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

12. Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor, shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

13. Debarment and Suspension

The Contractor certifies that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

14. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

15. Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

16. Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

17. Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

18. Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

19. Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the Proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

20. Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

21. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

22. Licenses, Permits, and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and certifications may result in immediate termination of this Contract.

23. Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

24. Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

25. Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

26. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

27. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

28. Reserved

29. Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

30. Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

31. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this the Contract or Contractor’s relationship with County may be made or used without prior written approval of the County.

32. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

33. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not

constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

34. Subcontracting

Contractor agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph B of this Section X. All approved subcontractors shall be subject to the provision of this contract applicable to Contractor Personnel, including removal pursuant to subsection A.5 of this Section X.

For any subcontractor, Contractor shall:

- 34.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 34.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 34.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Section V, Scope of Work.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

35. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

36. Termination for Convenience

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

37. Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

38. Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

39. Reserved

40. Reserved

41. Fiscal Provisions

- a. The maximum amount of reimbursement under this Contract shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.
- b. Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within thirty (30) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- c. Contractor shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- d. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- e. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

42. Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements,

including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Exhibits A and B, which are attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Exhibit A and the applicable general prevailing wage determinations in Exhibit B.

43. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). By submitting a bid or proposal, Proposer represents that it is not a target of Economic Sanctions. Should it be determined Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the County.

44. California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

45. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using a County approved form, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors or Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the

Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

B. Indemnification and Insurance Requirements

1. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Contractor shall require the carriers of the required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and County or between the County and any other insured or additional insured under the policy.

Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such

Services. Within fifteen (15) days of the commencement of this Contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the these insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred- and fifty-thousand-dollar (\$250,000) limits, covering all persons, including volunteers, providing Services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Contractor is transporting one or more non-employee passengers in performance of Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

C. Right to Monitor and Audit

1. Right to Monitor

The County, State and Federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

2. Records

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Contractor's personnel, Contractors, Subcontractors, Service/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

D. Correction of Performance Deficiencies

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. Contractor's Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim with ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee and the highest level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County;
 - b. Withhold funds pending duration of the breach;
 - c. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery;
 - d. Offset against any monies billed by Contractor but yet unpaid by the County;
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

ATTACHMENT A – COVER PAGE

Use this checklist to ensure that all items requested have been included.

Items Completed		Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Statement of Certification	
3.	Attachment C – Statement of Experience and Qualifications	
4.	Attachment D – Licenses, Permits, and/or Certifications	
5.	Attachment E – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	
6.	Attachment F – ESG Application and Budget	
7.	Attachment G – References and Recommendation	
8.	Attachment H – Employment of Former County Officials	
9.	Attachment I – Exceptions to RFP	
10.	Attachment J – Public Records Act Exemptions	
11.	Attachment K – Indemnification and Insurance Requirements Affidavit	
12.	Attachment L – Campaign Contribution Disclosure (SB 1439)	
13.	Financials (Two Years)	
14.	Required Documentation/Attachments Checklist	

Proposer Name: _____

Address: _____

Telephone No.: () _____ FAX No.: () _____

Email Address: _____

Federal Tax ID: _____ UEI Number: _____

RFP Contact: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

By signing below, the individual acknowledges that he/she has the authority to bind the Proposer to the terms of the Proposal. The individual further acknowledges that he/she has read and understands the RFP, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.

Signature of Authorized Representative: _____

Date: _____

ATTACHMENT B – STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to San Bernardino County.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in the Proposal is firm and binding for nine (9) months from the date the Proposal is opened.		
2.	All aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.		
5.	Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the Services as proposed.		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		
7.	The RFP has been reviewed in its entirety and Proposer has no exceptions to any requirements, terms, or conditions, except as noted in Attachment I.		
8.	The Federal assistance made available through the ESG program funding will not be used to substantially reduce prior levels of local, (non-ESG) financial support for community development activities.		
9.	Any facility built, or equipment purchased with ESG funds shall be maintained and/or operated for the approved use throughout its economic life.		
10.	Sufficient funds are available or will be available to complete the project as described within a reasonable timeframe.		

ATTACHMENT C – STATEMENT OF QUALIFICATIONS

1. Legal name of Business:

2. Type of legal entity (such as corporation, partnership, etc.):

3. Entity number (if Proposer is a business entity that must be registered with the California Secretary of State):

4. Number of years the Proposer has been in business under the present business name, as well as related prior business names:

5. Does the Proposer have any commitments or potential commitments that may impact the Applicant's ability to perform the Contract, if awarded?
 - Yes
 - No

If yes, please explain:

6. Proposer's prior experience and qualifications as they relate to proposed project:

ATTACHMENT E

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA
SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
2. The Proposer certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Proposer shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the San Bernardino County government, the County may terminate the Contract resulting from this RFP for default.
6. Proposer affirms that neither it, nor any subcontractor listed in the Proposal, has any recent unsatisfactory performance, which may include failure to expend funds previously awarded to the Proposer's organization, failure to meet the service provisions established in current or prior contracts, and/or current or past open findings, with the County during the past twenty-four (24) months at a minimum.
7. Proposer also certifies that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

ATTACHMENT F – Emergency Solutions Grant Application and Budget

Project Activity Name: _____

Detailed Program Description: Provide a description of the Emergency Solutions program. Include specific information about the number of people to be served, the number of shelter days to be provided (minimum and maximum length of stay), the shelter or essential services staff and direct services provided to clients. If fees are charged, describe the purpose of the fees and the amount charged. If the client is terminated (or discharged) early, describe the organization’s policy/procedure for grievance and reimbursement [24CFR576.56 (a)(3)].

Indicate Type of Project(s) and Service(s):

Check all boxes that apply.

- Emergency Shelter
- Street Outreach
- Rapid Re-housing
- Homelessness Prevention
- Homeless Management Information System (HMIS)

Estimated number of people served for each activity:

Residential Services (Emergency Shelter, Rapid Rehousing, and Homelessness Prevention)
Number of Adults Served:
Number of Children Served:
Total Number Served Yearly:

Non-residential Services (Street Outreach and HMIS)
Number of Adults Served:
Total Number Served Yearly:

Indicate the number of estimated persons housed at any given time in each shelter type funded through the ESG program (Residential Services only):

Shelter Type	Number of Persons Housed
Congregate Sheltering Unit:	
Group/Large House:	
Scattered site Apartment:	
Single Family Detached House:	
Single Room Occupancy:	
Mobile Home / Trailer:	
Hotel / Motel:	
Other:	

PROJECT REVENUE LEVERAGE

Please provide Current Project Budget that reflects actual funds received for the period of **July 1, 2023, through June 30, 2025.**

	ESG MAJOR BUDGET ACTIVITIES				
REVENUE SOURCE	TOTAL REVENUE	OPERATIONS/ MAINTENANCE	ESSENTIAL SERVICES	HOMELESS PREVENTION	DATE FUNDING EXPECTED MO/YR
1. FEMA					
2. CSBG					
3. CDBG					
4. LOCAL GOV.					
5. OTHER CITY FUNDING					
6. UNITED WAY					
7. PRIVATE DONATIONS					
8. CLIENT FEES					
9. IN-KIND					
10. OTHER FUNDING (SPECIFY)					
TOTAL					

¹ **FEMA:** Federal Emergency Management Agency (emergency food/shelter program funds)

² **CSBG:** Community Services Block Grant

³ **CDBG:** Community Development Block Grant

Date Funding Expected: Provide letter of award for the month and year funded is committed or application submitted. Proof of leverage match is required.

2023-25 FISCAL YEAR PROJECTED BUDGET

ACTIVITY CATEGORY BUDGET LINE ITEMS	AMOUNT TO BE PAID BY ESG FUNDS	DESCRIPTION AND EXPLANATION (INCLUDE TOTAL MONTHLY COST OF LINE ITEM)
HMIS (HMIS)		
HARDWARE, EQUIPMENT, AND SOFTWARE COSTS		
DIRECT STAFF SALARIES FOR OPERATING HMIS		
TRAINING AND OVERHEAD- TECHNICAL SUPPORT, LEASING SPACE, AND UTILITIES FOR SPACE USED BY HMIS STAFF		
		HMIS TOTAL REQUEST
STREET OUTREACH (SO)		
ENGAGEMENT		
CASE MANAGEMENT		
EMERGENCY HEALTH SERVICES		
EMERGENCY MENTAL SERVICES		
TRANSPORTATION		
SERVICES TO SPECIAL POPULATION		
		SO TOTAL REQUEST
EMERGENCY SHELTER (ES)		
TRANSPORTATION		
DIRECT STAFF SALARIES		
REPAIR/MAINTENANCE SUPPLIES		
FOOD		
UTILITIES		
INSURANCE		
		ES TOTAL REQUEST

HOMELESSNESS PREVENTION (HP)		
INITIAL RENT		
PAYMENTS IN ARREARS		
UTILITY ASSISTANCE		
CASE MANAGER		
		HP TOTAL REQUEST
RAPID RE-REHOUSING (RRH)		
INITIAL RENT		
UTILITY ASSISTANCE		
CASE MANAGER		
		RRH TOTAL REQUEST

Name of Accountant: _____

Phone Number: _____

A. PROPOSAL NARRATIVE SECTION

Please respond to each question. If more space is required to complete an answer attach **one additional** sheet per question with an appropriate link.

1. Type of facility: _____
Total number beds: _____(maximum capacity)
Number of beds to be created: _____(In addition to current maximum capacity)
2. Total number of homeless clients proposed to be served per year: _____(unduplicated)
3. Briefly describe the type of services provided and how the requested grant funds will be used. (Use the provided space only. No attachments.)
4. Membership with the local CoC is a requirement. Does applicant organization participate in the local CoC?
Yes _____ No _____
5. Provide a brief history of the applicant organization and participation of homeless persons in policymaking and operations [24 CFR 576.56 (b)].
6. Describe the applicant organization's experience in operating a similar program. Also, identify its experience in serving the homeless population.
7. Describe the program's client intake and participation selection/assessment process. Explain how persons are accommodated on evenings and weekends, (e.g., 24-hour staffing at shelter, phone, monitoring, referral, etc).

8. Select all support services that are provided to the Emergency Shelter client. Enter the number of clients that you anticipate serving in the categories that apply.

- Non-Referral Day Drop-In Center _____ clients
- 24 Hrs. Non-Referral Drop-In Center _____ clients
- Referral Only Overnight Shelter _____ clients
- Non-Referral Overnight Shelter _____ clients
- Transitional Housing _____ clients

9. Describe how the Emergency Solutions program will be staffed including the ratio of caseworkers or counselors to client. Proposers are encouraged to discuss how shelter volunteers and/or clients provide services at the facility (e.g., facility maintenance, program outreach, program operation, etc.).

10. Provide a timeline for the fiscal year describing the major milestones for the ESG project from initiation to completion (e.g., date/action-completion etc.).

11. Describe how the program will continue when the ESG funds are exhausted.

12. In the last 12 months, what is the number of **all** clients who have exited your Program have moved into permanent, transitional, or sober living (overall placement rate)?

Number of persons placed: _____ Total number served: _____

13. Describe what types of case management is provided after clients are no longer in your program. Is there any follow-up with these clients?

14. HMIS participation is a requirement. Does your organization utilize HMIS?

Yes _____ No _____

15. The Housing First Model as defined in HUD regulations is a requirement for funding. Will the applicant organization comply with this standard?

Yes _____ No _____

16. Select Area(s) Served (General Geographic Area *per Supervisorial District*).

- Supervisorial District 1
- Supervisorial District 2
- Supervisorial District 3
- Supervisorial District 4
- Supervisorial District 5

17. Identify committed sources of matching funding (*attach documentation*)

Funding Source	Amount of Funds	Date Funds Available

ATTACHMENT G – REFERENCES AND RECOMMENDATION

Name of Agency	Contact Name/Address	Phone Number/Email	Dates services provided (from/through*)

Provide a minimum of three (3) customer references Proposer has contracted with, providing the same service as requested in this RFP.

*Enter "**Present**" if still providing the services (Example: 10/08/13 - present).

In addition, include a minimum of one (1) letter of recommendation from an individual or organization knowledgeable of the Proposer's past performance and experience.

ATTACHMENT I – EXCEPTIONS TO RFP

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP in its entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

ATTACHMENT J – PUBLIC RECORDS ACT EXEMPTIONS

PROPOSER NAME _____

ADDRESS _____

TELEPHONE # () _____ FAX # () _____

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

ATTACHMENT K - INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT

**THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE PROPOSER MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE PROPOSAL.**

I, the undersigned (Please check one box) underwriter agent/broker, certify that I and the Proposer listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposal (RFP). If the San Bernardino County ("County") awards the Proposer the Contract for this project, I will be able—within fourteen (14) calendar days after the Proposer is notified of the Contract's award—to furnish the County with all the required, insurance certificate(s) and endorsement(s) as specified in Section X, Paragraph B. Indemnification and Insurance Requirements.

Insurance Broker / Agency Name _____
Date

Insurance Broker's / Agent's Name (Printed) _____
Insurance Broker's / Agent's Name (signature)

Address City State Zip Code

Telephone Number FAX Number Email Address

Proposer's Name _____
County RFP Name and Number

Below State the Name of Insurance Company Providing Coverage:
DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

Commercial General Liability _____
Automobile Liability

Workers' Compensation Liability _____
Professional Liability

Cyber Liability _____
Pollution Liability

Sexual Abuse Liability

[NOTE TO PROPOSER: See Section X, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Proposer submits to the County do not fully comply with the Insurance Requirements, and/or if the Proposer fails to submit the forms within the 14-day time limit, the County may: (1) declare the Proposer's Proposal non-responsive, and (2) award the Contract to the next highest ranked Proposer.

If you have any questions about the Insurance Requirements, please contact San Bernardino County - Risk Management Department, via e-mail Insurance.Questions@rm.sbcounty.gov (Please provide name of RFP with your email question(s)).

REQUIRED DOCUMENTATION/ATTACHMENTS CHECKLIST

The attachments listed below **must** be made part of the Proposal(s) being submitted. Missing documents will not be requested by staff; therefore, **failure to submit required attachments, as identified in this RFP, will be cause for non-funding.**

Organization/Applicant Information

- Legible copy of current IRS letter indicating 501(c) (3) status for Applicant organization
- Copy of current Board roster, names, addresses, telephone numbers, and professions or organizations represented.
- Organizational chart listing all staff names, positions, and job descriptions
- Applicant organization's shelter policy statement, sign-in sheet, and intake form
- Copies of agreements, letters and/or MOUs for all off-site essential services provided
- Documentation of commitment for ESG matching funds (e.g., award/commitment letters, etc.)
- Termination Policy
The County and sub-recipients may terminate assistance provided through ESG-funded activities to participants that violate program requirements.
 - Written procedures must describe the specific program requirements and the termination process.
 - The grievance or appeal process: this should include the procedures for a participant to request a hearing regarding the termination of their assistance.
- Participation of Homeless Policy
ESG regulations [24 CFR 576.56 (b)] require that recipients of ESG funds encourage the participation of homeless or formerly homeless persons in a policy-making function within the sub- recipient's organization. All sub-recipients of ESG funds are required to involve or encourage involvement of participants in the operation of an ESG-funded program or shelter.

If Proposal includes operation of a shelter (and or related eligible activities), also include:

- Documentation of site control.
- Local map identifying the location of the shelter and drop-in center where funded activities will occur.
- Facility Information:
 - Square footage: _____
 - Age of Property: _____
 - Number of stories/floors: _____
 - Flood Zone: _____

Site information (Renovation or Rehabilitation only):

- Documentation of construction costs for renovation, rehabilitation, or conversion
(Rehabilitation/Renovation only)
- Documentation of site value (Rehabilitation/Renovation only)
- Documentation from local jurisdiction verifying the status of property (e.g., zoning).



Attachment L Campaign Contribution Disclosure (SB 1439)

PROPOSAL INFORMATION

Request for Proposal Title: _____

Request for Proposal Number: _____

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Proposers must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Proposer: _____
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Proposer:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 9.

Yes If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By submitting this Proposal, Proposer certifies that the statements made herein are true and correct. Proposer understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

EXHIBIT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her

employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
 - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
 - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is

not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:

- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- iii. This project is subject to compliance monitoring and enforcement by the DIR.
- iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
- vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

“A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

- (1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

c. Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be

unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

d. Labor Code section 1771.4 states the following:

“a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice*.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the

-
- Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

- v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

EXHIBIT B – ADDITIONAL FEDERAL REQUIREMENTS

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, the following Federal requirements (if applicable):

1. **Equal Employment Opportunity** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
2. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
3. **Davis-Bacon Act, as amended** (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

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4. ***Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333:*** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 5. ***Rights to Inventions Made Under a Contract or Agreement—*** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.
 6. ***Rights to Data and Copyrights*** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).
 7. ***Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.),*** as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
 8. ***Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)***— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
 9. ***Debarment and Suspension (E.O.s 12549 and 12689)***—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s

12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. ***Drug-Free Workplace Requirements***—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR Part 24, subpart F.
11. ***Access to Records and Records Retention***: The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.
12. ***Federal Employee Benefit Clause***: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
13. ***Energy Efficiency***: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
14. ***Procurement of Recovered Materials (2 CFR 200.322.)***: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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15. The Housing and Community Development Act of 1974, as amended, and the regulations issued thereto; Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
 16. Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended, and implementing regulations;
 17. The Age Discrimination Act of 1975 (PL 94-135), as amended, and implementing regulations;
 18. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42;
 19. The labor standard requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issued to implement such requirements;
 20. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
 21. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234);
 22. Title VI of the Civil Rights Act of 1964 (PL 88-352) and implementing regulations issued at 24 CFR Part 1;
 23. Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended; and
 24. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);
 25. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), Public Law 111-22, Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.), and the Housing and Community Development Act of 1974, as amended, and the regulations issued thereto;
 26. Executive Orders 11625, 12432 and 12138. Consistent with HUD's responsibilities under these Orders, the SUBRECIPIENT must make efforts to encourage the use of minority and women's business enterprises in connection with ESG activities;
 27. SUBRECIPIENT shall establish and maintain a procedure through which homeless individuals will be informed that use of the facilities and services is available to all on a nondiscriminatory basis.
 28. SUBRECIPIENT agrees to abide by and include in any subcontracts to perform work under this Agreement, the following clause:

"During the performance of this Agreement SUBRECIPIENT and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. SUBRECIPIENT and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section

12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

29. During the term of this Agreement, SUBRECIPIENT and its subcontractors, if any, shall not deny the benefits rendered hereunder to any person on the basis of religion, color, ethnic group identification, sex, age, or physical or mental disability.

EXHIBIT C – EMERGENCY SOLUTIONS GRANT ACTIVITIES

I. Eligible Activities

A. Street Outreach

Provisions under this category provides to unsheltered homeless individuals and families' residing on the street or in parks, abandoned buildings, bus stations, campgrounds, and in other such settings where unsheltered persons are staying. Staff salaries related to carrying out street outreach activities is also eligible.

Eligible activities include:

1. Engagement: Activities to locate identify and build relationships with unsheltered homeless people for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.
2. Case Management: Activities to assess housing needs and arranging/coordinating/monitoring the delivery of individualized services.
3. Emergency Health Services: Outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g., streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or health care facility.
4. Emergency Mental Health Services: Outpatient treatment of urgent mental health conditions by licensed professionals in community-based settings (e.g., streets, parks, and campgrounds).
5. Transportation: Travel by outreach workers, social workers, medical professionals, or other service providers during the provision of eligible street outreach services.
6. Services to Special Populations: Address the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS that are homeless.

B. Emergency Shelter

Provision under this category include, but are not limited to, services concerned with emergency services such as services provided to individuals and families that are in an emergency shelter, case management, life skills, child care, education services, employment assistance and job training, outpatient health services, legal services, mental health services, substance abuse treatment services, transportation, services for special populations, security, insurance, fuel, utilities, equipment, food, furnishings, maintenance (including minor repairs), supplies necessary for operating an emergency shelter and also provide other emergency lodging (hotel/motel voucher) when appropriate.

ESG funds can also be used for the renovation of buildings to be used as emergency shelters for homeless families and individuals. There is a 10-year minimum use requirement for ESG-funded renovation. Eligible cost include labor, materials, energy efficient upgrades, security systems, and other related expenses. Maximum grant amount is limited to \$5,000 with a required match.

C. Homelessness Prevention

Provision under this category applies to extremely low-income individuals and families (household income **below 30%** of family AMI) that are at risk of becoming homeless and moving into an emergency shelter or place not meant for human habitation. Eligible activities include Short Term Rental Assistance (up to 3 Months), Medium Term Rental Assistance (4 to 24 Months), payment of rental arrears including one-time payment of up to 6 months (including any late fees on arrears). Any combination of the total not to exceed 24 months in a three (3) year period, including any rental assistance payment for last month's rent.

D. Rapid Re-housing

Provision under this category will help homeless persons, living on the streets or in an emergency shelter, transition as quickly as possible into permanent housing and to help such persons achieve stability in that housing literally homeless individuals and families currently living in an emergency shelter or place not meant for human habitation. Eligible activities include Short Term Rental Assistance (up to 3 Months), Medium Term Rental Assistance (4 to 24 Months).

E. Homeless Management Information Systems (HMIS)

Provision under this category applies to hardware, equipment and software costs, and staffing. Staff costs include salaries for operating HMIS training and overhead- technical support, leasing space, and utilities for space used by HMIS staff.

II. Ineligible Activities

- A. Acquisition of an emergency shelter or drop-in-center.
- B. Costs involved with preparation of work specifications or building inspection.
- C. Costs of renovating, rehabilitating, or converting buildings owned by religious organizations unless special conditions are met as outlined in the Code of Federal Regulations found at 24 CFR Part 576.21. Paraphrased, these regulations require that the building (or portion thereof) that is to be improved be leased to an existing or newly established wholly secular entity (which may be an entity established by the church). Further, the regulations require that the leased premises will be used exclusively for secular purposes available to all persons regardless of religion.
- D. Rehabilitation, conversion, or renovation of a property within a 100-year flood plain, as designated by the Federal Emergency Management Agency.
- E. A project which is inconsistent with environmental standards as established by HUD.
- F. Emergency Solutions Grant amounts may not be used for activities other than those authorized under Section 576.21 (a) (2-4).

III. Administration

The County will retain the ESG allocation for administration of the Federal and State Emergency Solutions Grant Programs.

IV. Useful Program Links:

[Emergency Solutions Grants \(ESG\) Program Components Quick Reference](#)
[ESG Eligible Expense Guide](#)

EXHIBIT D – EVALUATION

San Bernardino County uses an Evaluation and Project Rating System for all ESG proposals. As part of the review and evaluation process, CDH staff will review and evaluate all proposals utilizing the following checklist:

I. ACTIVITY EVALUATION

- A. Does the activity address an established need (e.g., does Proposal include the operation of a navigation center, as defined by current California legislation, or a congregate emergency shelter)?
- B. Is the proposed activity eligible (24 CFR 576.101-104) under the ESG program?
- C. Does the proposed activity meet one or more of the six (6) activities?
 1. Engage homeless individuals and families living on the street;
 2. Improve the number and quality of emergency shelters for homeless individuals and families;
 3. Help operate these shelters;
 4. Provide essential services to shelter residents;
 5. Rapidly re-house homeless individuals and families; and
 6. Prevent families and individuals from becoming homeless
- D. Has the Proposer provided sufficient explanation concerning their ability to document the benefit adequately and accurately to low- and moderate-income persons?
- E. Can the project be implemented and completed within the contract period?
- F. Has the Proposer identified all the major tasks or components that will be required in carrying out the activity? Are there any potential issues or concerns?
- G. Has the Proposer provided a reasonable estimate of the resources necessary for each component of the project, and has it developed a realistic budget that reflects these resources? Are other sources of funds (leveraging) committed to this project?
- H. Is the proposed budget for the ESG-funded activity separate from other activities undertaken by the Proposer?

II. PROPOSER (ORGANIZATIONAL) EVALUATION

- A. Has the Proposer ever undertaken the proposed activity before? What were the results?
- B. Does the Proposer have experience with ESG or other Federal programs? Has the Proposer conducted a Single Audit (formerly OMB Circular A-133) within the last two years?
- C. Do the Proposer and prospective staff understand the additional requirements associated with Federal funding? Does the Proposer have qualified staff for all the necessary functions associated with the proposed activity? Is there adequate staff time available?
- D. Does the Proposer possess adequate administrative structures, management systems, and policies & procedures?
- E. Does the Proposer possess adequate financial stability? Will the Proposer be overly dependent upon ESG funding?

III. PROPOSAL RATING

- A. Each complete ESG Proposal is rated by ESG program staff to determine if the Proposal meets the minimum score rating. The County uses a 200-point rating system with four (4) rating criteria with a minimum rating score of at least 100 points. The rating criteria are:
1. Quality of Program Design/ four sub-criteria (40 points)
 2. Service Priority of Needs / five sub-criteria (60 points)
 3. HMIS /Comparable database Reporting/four sub-criteria (40 points)
 4. Participation and Leveraging /five sub-criteria (60 points)
- B. There are three (3) threshold sub-criteria that all applications must receive at least five (5) points each, or the Proposal will not be funded:
1. Does the proposed program/project comply with the overall regulations, goals, and objective of CoC and ESG? Is Proposal in Alignment with the [San Bernardino County Homeless Strategic Action Plan](#)
 2. Proposer complies with HMIS policy and procedures (Exhibit G)?
 3. Match Requirement (Dollar-for-Dollar): Will the proposed activity leverage meet project budget?

EXHIBIT E - SAMPLE FISCAL YEAR PROJECTED BUDGET

ACTIVITY CATEGORY NON-STAFF BUDGET LINE ITEMS	AMOUNT TO BE PAID BY ESGP FUNDS	DESCRIPTION AND EXPLANATION
EMERGENCY SERVICES (ES)		
RENT/LEASE	\$3,600	\$300 Mo. x 12 Mos. = \$3,600 Rent Payment
FOOD/SUPPLIES	\$6,000	\$1.5 Per Meal x 10 Meals Per Day = \$15 \$15 Per Day x 30 Days Per Mo. = \$450 \$450 Per Mo. x 12 Mos. = \$5,400
REPAIR/MAINTENANCE	\$2,400	\$200 x 12 Mos. = \$2,400 –Maintenance
INSURANCE (PROPERTY/LIABILITY)	\$6,000	\$500 x 12 Mos. = \$6,000
UTILITY COSTS	\$5,400	\$450 Per Mo. x 12 Mos. = \$5,400
DIRECT STAFF SALARIES		
SECURITY GUARD		
	\$23,400	ES TOTAL REQUEST
STREET OUTREACH (SO)		
TRANSPORTATION	\$6,600	\$200 / Mo. Van Lease x 12 Mos. = \$2,400 \$350 / Mo. Insurance on Van x 12 Mos. = \$4,200
CASE MANAGEMENT		
	\$6,600	SO TOTAL REQUEST
HMIS		
HMIS COST	1,000	Licensing fees
	\$1,000	HMIS TOTAL REQUEST

EXHIBIT F – Sample Resolution

[Letterhead of Applicant]

RESOLUTION OF BOARD OF DIRECTORS

OF

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

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

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

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

NOW THEREFORE BE IT RESOLVED as follows:

1. That _____ is committed to providing safe, decent and affordable housing for persons of very low-, low- and moderate-income levels;
2. That on or about _____ 202__, the Board of Directors voted to authorize the _____ [title of person authorized], or his designee, to apply for and accept assistance of the Development located at ___ [address], for the purpose of obtaining financing for the _____ [purpose, i.e. acquisition, rehabilitation, refinancing, tenant relocation, construction, etc.] of the Development, in an amount not to exceed _ (\$____) from the County of San Bernardino, Community Development and Housing Department.
3. That the Board of Directors further voted to authorize the [title of person], or his designee, to execute any and all documents required by the County of San Bernardino, Community Development and Housing Department, including, without limitation, the Promissory Note, the Deed of Trust, the Regulatory Agreement, Escrow Instructions, and any and all other documents requested by the County of San Bernardino, Community Development and Housing Department, to document and secure its loan.

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4. That the Board of Directors further authorized the [title of person], or his designee, to perform all acts and to do all things necessary, in the opinion of the County of San Bernardino, Community Development and Housing Department to implement the funding and making of the Loan.

I, the undersigned, certify that this Resolution was adopted at regularly or specially noticed meeting of the Board of Directors on _____, 202__, at which a quorum of the Board of Directors was present, and at which the requisite percentage of the quorum voted to adopt the Resolution and that the Resolution has not been rescinded, modified or canceled as of the date of my execution of the same and that it remains in full force and effect as of this date. I further understand that the County of San Bernardino, Community Development and Housing Department is relying on the validity of this Resolution in taking the actions to process and approve the application.

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

Executed this __ day of _____, 202__, at San Bernardino, California.

By: _____

Title: _____

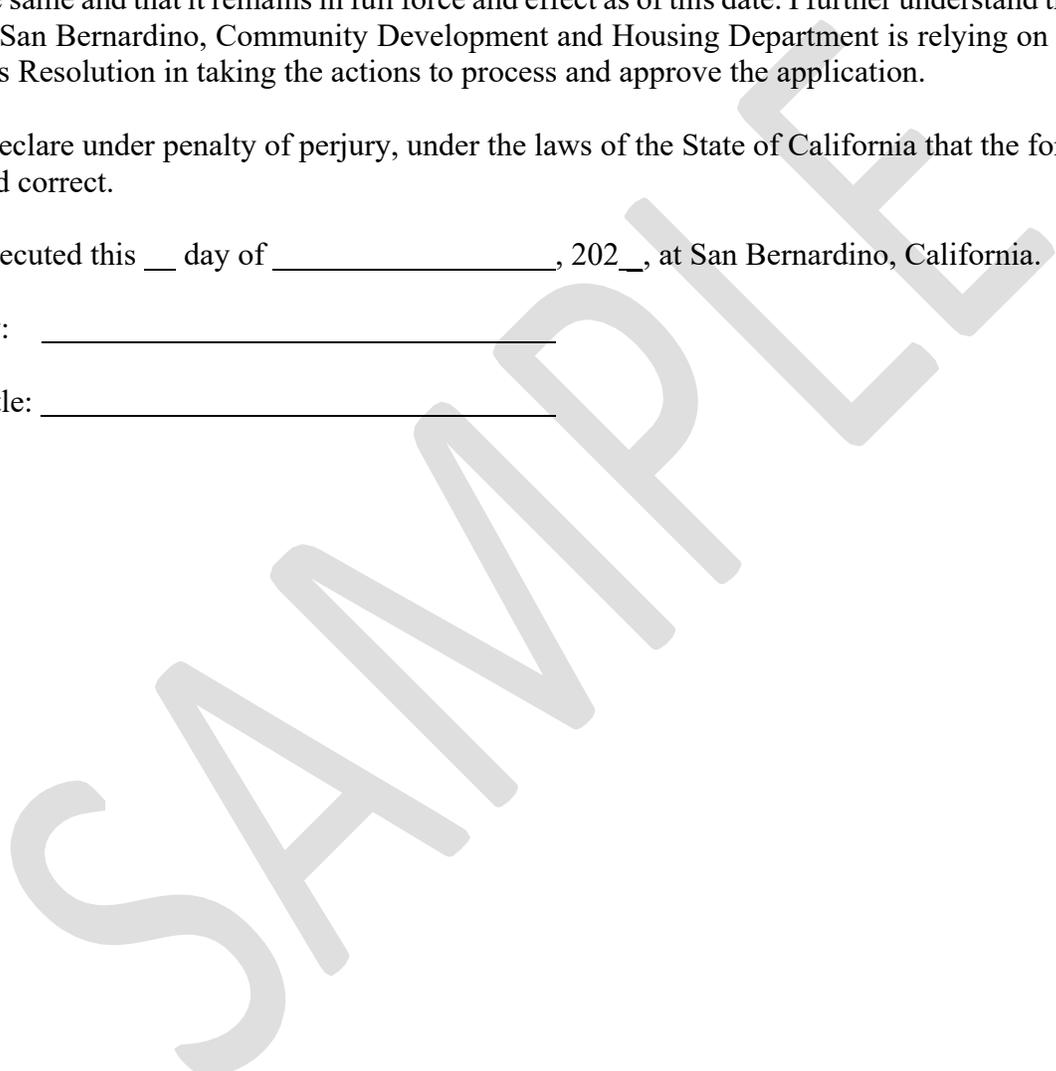


EXHIBIT G – HMIS Policies and Procedures

**Homeless Management
Information System (HMIS)
Policies and Procedures System Manual**



Office of Homeless Services (OHS)

Developed by:
Program Development Division

AUGUST 2023

**Homeless Management Information System (HMIS)
Policies and Procedures System Manual**

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Overview

Introduction

This system manual provides policies and procedures for the Homeless Management Information System (HMIS) used by the San Bernardino County Continuum of Care (CoC) to manage data about the use of homeless services.

Acronyms

Introduction

This section provides a list of acronyms that are used throughout this system manual.

Acronym	Definition
AESHMIS	Adaptive Enterprise Solution Homeless Management Information System
AIDS	Acquired Immunodeficiency Syndrome
APR	Annual Performance Report
ASP	Application Service Provider
BCP	Basic Center Program
CoC	Continuum of Care
CFR	Code of Federal Regulations
DSL	Digital Subscriber Line
ESG	Emergency Solutions Grant
HHS	United States Department of Health and Human Services
HIV/AIDS	Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome
HMIS	Homeless Management Information System
HPN	Homeless Provider Network
HOPWA	Housing Opportunities for People with AIDS
HUD	United States Department of Housing and Urban Development
IP	Internet Protocol
ISP	Internet Service Provider
LAN	Local Area Network
Mod	Moderate
MOU	Memorandum of Understanding
NAT	Network Address Translation
OHS	Office of Homeless Services
OS	Operating System
PATH	Projects for Assistance in Transition from Homelessness
PC	Personal Computer
PDDEs	Project Descriptor Data Elements
PKI	Public Key Infrastructure
PII	Personally Identifiable Information
PPI	Protected Personal Information
QPR	Quarterly Performance Reports
RHY	Runaway and Homeless Youth
SAMHSA	Substance Abuse and Mental Health Services Administration
SBC CoC	San Bernardino County Continuum of Care
SBCHP	San Bernardino County Homeless Partnership
SHP	Supportive Housing Program
SNAPS	Special Needs Assistance Programs
SOAR	SSI/SSDI Outreach, Access, and Recovery
SRO	Single Room Occupancy
SSN	Social Security Number
TCP/IP	Transmission Control Protocol/Internet Protocol
UPS	Uninterruptible Power Supply
VA	United States Department of Veterans Affairs
VPN	Virtual Private Network
WAN	Wide Area Network
WEP	Wired Equivalent Privacy
Wi-Fi	Wireless Fidelity
WLAN	Wireless Local Area Network

Definitions

Introduction	This section provides definitions for terms used throughout this system manual.
AESHMIS	The Adaptive Enterprise Solution Homeless Management Information System (AESHMIS) software package, provided by the vendor, has been implemented as San Bernardino County Continuum of Care (SBC CoC) Homeless Management Information System (HMIS) software.
Agency administrator	An agency administrator is the person responsible for system administration at the agency level. His/her responsibilities include: <ul style="list-style-type: none">• Informing HMIS System Administration of the need to add and delete users, and• Basic troubleshooting.
Agency executive management	The agency executive management is the high-level management staff responsible for organization level decision making (e.g., the agency President or Executive Director).
Aggregate data	Aggregate data is the data with identifying elements removed and concentrated at a central server. Aggregate data is used for analytical purposes and reporting.
Anti-virus software	An anti-virus software is a program used to detect and remove computer viruses. The anti-virus software should always include a regular update services allowing it to keep up with the latest viruses as they are released.
Application Service Provider (ASP)	An ASP is a third-party entity that manages and distributes software-based services to customers across a wide area network.
Audit trail	An audit trail is a history of all access to the system, including viewing additions and updates made to a client record.
Authentication	Authentication is the process of identifying a user to grant access to a system or resource, which is usually based on a username and password.
Cable	Cable is a type of modem that allows people to access the internet via their cable television service.

Continued on next page

Definitions, Continued

Central intake level data	Central intake level data is client information collected at intake, including the following system screens: <ul style="list-style-type: none">• Client intake,• Household/demographics,• Referral,• Eligibility,• Education/employment, and• Documents.
Client	A client is the person receiving services whose information is entered into SBC CoC HMIS.
Client identifiable information	Client identifiable information is any information that is specific to the individual such as: <ul style="list-style-type: none">• Social Security Number (SSN),• Date of birth,• Address,• Zip code,• Gender,• Ethnicity, and• Race.
Code of Federal Regulations (CFR)	The CFR is a codification of the general and permanent rules published in the federal register by the departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation. The 50 subject matter titles contain one or more individual volumes, which are updated once each calendar year, on a staggered basis.
Continuum of Care (CoC) and Continuum	The CoC and Continuum refers to the group organized to carry out the responsibilities required under the CoC Program Interim Rule (24 CFR Part 578) and comprises representatives of organizations, including: <ul style="list-style-type: none">• Nonprofit homeless assistance providers,• Victim service providers,• Faith-based organizations,• Governments,• Businesses,• Advocates,• Public housing agencies,• School districts,• Social service providers,• Mental health agencies,• Hospitals,• Universities,• Affordable housing developers,

Continued on next page

Definitions, Continued

Continuum of Care (CoC) and Continuum, continued	<ul style="list-style-type: none">• Law enforcement, and• Organizations that serve people who have previously and are currently experiencing homelessness to the extent that these groups are represented within the geographic area and are available to participate.
CoC Program	The CoC Program refers to the United States (U.S). Department of Housing and Urban Development (HUD) funding source which provides housing and/or service grant dollars.
Continuum project	A Continuum project refers to a distinct unit of an organization, which may or may not be funded by HUD or the Federal partners, whose primary purpose is to provide services and/or lodging for individuals and families experiencing homelessness or at-risk of experiencing homelessness and is identified by the Continuum as part of its service system. For example, a project funded by the HUD's CoC Program may be referred to as a "CoC Program-funded continuum project".
Database	A database is an electronic system for organizing data so it can easily be searched and retrieved. The data within SBC CoC HMIS is accessible through a web-based interface.
Decryption	Decryption is the conversion of scrambled text back into understandable, plain text form. Decryption uses an algorithm that reverses the process used during encryption.
Dedicated IP	Dedicated Internet Protocol (IP) is a reserve IP (see the definition for IP).
Digital certificate	A digital certificate is an attachment to a message or data that verifies the identity of a sender.
DSL	A Digital Subscriber Line (DSL) is a digital telecommunications protocol designed to allow high-speed data communication over the existing copper telephone lines.
Emergency shelter	An emergency shelter is any facility with the primary purpose to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. Any project funded as an emergency shelter under a Fiscal Year 2010 Emergency Solutions Grant (ESG) may continue to be funded under ESG.

Continued on next page

Definitions, Continued

Emergency Solutions Grant (ESG)	<p>The ESG provides grant funding to:</p> <ul style="list-style-type: none">• Engage homeless individuals and families living on the street,• Rapidly re-house homeless individuals and families,• Help operate and provide essential services in emergency shelters for homeless individuals and families, and• Prevent individuals and families from becoming homeless.
Encryption	<p>Encryption is conversion of plain text into encrypted data by scrambling it using a code that masks the meaning of the data to any unauthorized viewer. Encrypted data is not readable unless it is converted back into plain text via decryption.</p>
Firewall	<p>Firewall is a method of controlling access to a private network to provide security of data. Firewalls can use software, hardware, or a combination of both to control access.</p>
HMIS	<p>HMIS is a generic term for any system used to manage data about the use of homeless services. It is the information system designated by the CoC to:</p> <ul style="list-style-type: none">• Comply with HUD's data collection, management, and reporting standards and• Collect client-level data and data regarding the provision of housing and services to homeless individuals and families and persons at-risk of homelessness. <p>HMIS is the use of a comparable database by a victim services provider or legal services provider that is permitted by HUD under 24 CFR 576.</p>
HMIS advisory committee	<p>An HMIS advisory committee is composed of representatives from city and county departments, community/faith based organizations, non-profit entities and other members of the public/private sectors. The committee is responsible for the following, in the implementation of SBC CoC HMIS:</p> <ul style="list-style-type: none">• Developing:<ul style="list-style-type: none">– Best practices,– Policies and procedures, and• Providing guidance.
HMIS end user	<p>An HMIS is an individual who enters or uses data in an HMIS or a comparable database approved by the CoC.</p>

Continued on next page

Definitions, Continued

HMIS end user group	<p>An HMIS end-user group is made up of HMIS end-users from agencies throughout the CoC. The group's main purpose is to perform the following:</p> <ul style="list-style-type: none">• Provide:<ul style="list-style-type: none">– Input on system issues, and– Mutual support among users.• Share best practices, and• Address challenges as a team. <p>In addition, the end user's group will address effective ways to help advanced users to maximize system functionality and effective use of data.</p>
HMIS lead	<p>An HMIS lead is the entity designated by the CoC in accordance with CoC Interim Rule (24 CFR Part 578) to operate the Continuum's HMIS on the Continuum's behalf.</p>
HMIS system administrator	<p>The HMIS system administrator is the individual(s) whose job is to:</p> <ul style="list-style-type: none">• Manage the HMIS implementation at the local level,• Provide agency access to HMIS,• Manage appropriate use,• Support users through connection to, or direct provision of, user training, and• Oversee system setup.
HMIS vendor	<p>An HMIS vendor is a contractor who provides materials or services for the operation of an HMIS. An HMIS vendor includes an HMIS:</p> <ul style="list-style-type: none">• Software provider,• Web server host, or• Data warehouse provider.
Host	<p>A host is a computer system or organization that plays a central role providing data storage and/or application services for SBC CoC HMIS.</p>
Homeless	<p>Homeless is defined as the following:</p> <ul style="list-style-type: none">• An individual or family who lacks a fixed, regular, and adequate nighttime residence, including:<ul style="list-style-type: none">– 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, such as a/an:<ul style="list-style-type: none">✓ Car,✓ Park,✓ Abandoned building,✓ Bus or train station,✓ Airport, or✓ Camping ground,

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Definitions, Continued

Homeless,
continued

- Living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements, such as:
 - ✓ 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
- 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,
- An individual or family who will imminently lose their primary nighttime residence, provided that:
 - The:
 - ✓ Primary nighttime residence will be lost within 14 days of the date of application for homeless assistance,
 - ✓ 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, and
 - No subsequent residence has been identified,
- Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless as defined, but who:
 - Are defined as homeless under Section:
 - ✓ 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a),
 - ✓ 637 of the Head Start Act (42 U.S.C. 9832),
 - ✓ 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2),
 - ✓ 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)),
 - ✓ 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012),
 - ✓ 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or
 - ✓ 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a),
- 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,
 - 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, physical, or mental 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

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Definitions, Continued

Homeless, continued	<ul style="list-style-type: none">• Any individual or family who:<ul style="list-style-type: none">- Is fleeing, or is attempting to flee:<ul style="list-style-type: none">✓ Domestic or 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,- Has no other residence, and- Lacks the resources or support networks to obtain other permanent housing, such as:<ul style="list-style-type: none">✓ Family,✓ Friends, and✓ Faith-based or other social networks.
Internet	The internet is a set of interconnected networks that form the basis for the World Wide Web.
IP address	IP address is a unique address assigned to a user's connection based on the TCP/IP network. The internet address is usually expressed in dot notation, e.g., 128.121.4.5.
Internet Service Provider (ISP)	ISP is a company that provides individuals or organization with access to the internet.
Local Area Network (LAN)	A LAN is a network that is geographically limited, allowing easy interconnection of computers within offices or buildings.
Network	The network are several computers connected to each other.
Network Address Translation (NAT)	A NAT is the translation of an IP address used within one network to a different IP address known within another network. One network is designated the inside network and the other is the outside. Typically, a company maps its local inside network addresses to one or more global outside IP addresses and un-maps the global IP addresses on incoming packets back into local IP addresses. This helps ensure security since each outgoing or incoming request must go through a translation process that also offers the opportunity to qualify or authenticate the request or match it to a previous request. NAT also conserves on the number of global IP addresses that a company needs and lets the company use a single IP address in its communication with the world.

Continued on next page

Definitions, Continued

Non-profit organization

A non-profit organization is an organization with:

- No part of the net earnings inuring to the benefit of any of the following:
 - Member,
 - Founder,
 - Contributor, or
 - Individual,
- A:
 - Voluntary board, and
 - Functioning accounting system that is operated in accordance with generally accepted accounting principles or has designated a fiscal agent that will maintain a functioning accounting system for the organization in accordance with generally accepted accounting principles, and
- Practices nondiscrimination in the provision of assistance.

A private non-profit organization does not include governmental organizations, such as public housing agencies.

On-site

On-site is the location that uses SBC CoC HMIS and provides services to at-risk and homeless clients.

**Outcome/
program manager**

An outcome/program manager is the person at each participating agency designated to develop and assess the use of outcome measures for the agency's data on SBC CoC HMIS.

Participating agency

A participating agency is an agency, organization or group who has signed a HMIS agency Memorandum of Understanding (MOU) that allowed access to SBC CoC HMIS.

Permanent housing

Permanent housing is a structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. "Permanent housing" includes permanent supportive housing.

Permanent supportive housing

Permanent supportive housing is permanent housing with no limit on the length of stay that is occupied by the target population and is linked to onsite or offsite services that assist the supportive housing residents in:

- Retaining the housing,
- Improving his or her health status, and
- Maximizing his or her ability to live and, when possible, work in the community.

"Permanent supportive housing" includes associated facilities if used to provide services to housing residents.

Continued on next page

Definitions, Continued

Program	For purposes of data collection in HMIS, a program refers to the federal funding source, such as: <ul style="list-style-type: none">• HUD CoC,• U.S. Department of Health and Human Services (HHS) Projects for Assistance in Transition from Homelessness (PATH), or• U.S. Department of Veterans Affairs (VA) Supportive Services for Veteran Families (SSVF).
Program level data	Program level data is client information collected during the course of the client's program enrollment, including the following system screens: <ul style="list-style-type: none">• Program entry,• Services provided,• Client Profile,• Case notes,• Track savings,• Bed assignments,• Bed maintenance,• Daily services,• Sessions, and• Program exit.
Project	For purposes of data collection in HMIS, a project refers to a distinct unit of an organization as set up in the HMIS (e.g., Rapid Re-Housing).
Real-time data	Real-time data is data that is processed and available to other users as it is entered into the system.
Referral agency	A referral agency is any agency that provides services to the homeless by referring clients to service agencies throughout San Bernardino County.
San Bernardino County (SBC) CoC HMIS	SBC CoC HMIS is a web-based information system that homeless service agencies within the San Bernardino region use to capture information about the persons they served.
Server	A server is a computer that provides a service for other computers connected to it via a network. Servers can host and send files, data, or programs to client computers.
Static IP address	A static IP address is a reserve IP (see definition for Dedicated IP).
T1 line	T1 line is a communication line that can carry voice or data at transmission speeds that are 25 times the speed of a modem.

Continued on next page

Definitions, Continued

TCP/IP	TCP/IP is the protocol that enables two or more computers to establish a connection via the internet.
HUD	HUD is one of the executive departments of the U.S. federal government. It administers federal housing and urban development laws.
User ID	User Identification (ID) is the unique identifier assigned to an authorized HMIS end-user.
Virtual Private Network (VPN)	VPN is a group of computer systems that communicate securely over a public network.
Wide Area Network (WAN)	WAN is a network that is: <ul style="list-style-type: none">• Not geographically limited, and• Can:<ul style="list-style-type: none">- Link computers in different locales, and- Extend requests for web pages.
Wired Equivalent Privacy (WEP)	WEP is a security protocol, specified in the IEEE Wireless Fidelity (Wi-Fi) Standard, 802.11b, which is designed to provide a wireless local area network (WLAN) with a level of security and privacy comparable to what is usually expected of a wired LAN. A wired LAN is generally protected by physical security mechanisms (controlled access to a building, for example) that are effective for a controlled physical environment, but may be ineffective for WLANs because radio waves are not necessarily bound by the walls containing the network. WEP seeks to establish similar protection to that offered by the wired network's physical security measures by encrypting data transmitted over the WLAN. Data encryption protects the vulnerable wireless link between clients and access points; once this measure has been taken, other typical LAN security mechanisms, such as the following can be put in place to ensure privacy: <ul style="list-style-type: none">• Password protection,• End-to-end encryption,• VPNs, and• Authentication.

System Summary

Introduction	This section provides a summary to describe the Homeless Management Information System (HMIS) used by the San Bernardino County Continuum of Care (SBC CoC).
Background	<p>HMIS is the information system designated by a local CoC to comply with the requirements of CoC Program interim rule 24 Code of Federal Regulations (CFR) 578. It's a locally implemented data system used to record and analyze client, service, and housing data for individuals and families who are experiencing homelessness or at-risk of homelessness. The United States (U.S.) Department of Housing and Urban Development (HUD) through the Office of Special Needs Assistance Programs (SNAPS) partners with other federal agencies to establish the HMIS requirements to ensure there is a comprehensive data response to the congressional mandate to report annually on national homelessness.</p> <p>To adhere to Congress' directive, HUD has directed communities to assess their own needs and select the HMIS software that best meets those needs. HUD has provided substantial technical assistance to support the planning process.</p> <p>All service providers in the SBC CoC are required to participate in HMIS to contribute to a better understanding of homelessness in our communities.</p>
How is HMIS funded?	HMIS is funded through HUD and local county administrative entities, such as the Office of Homeless Services (OHS).
Person center approach to HMIS data collection	<p>To ensure the disparities caused by the homelessness response systems are addressed, person center approach of all the initiatives, practices, evaluation methods, and data collection with equity is required. Black, Indigenous, People of Color, and other communities who have experienced systemic racism and discrimination are overrepresented amongst individuals experiencing homelessness and within the homelessness response systems.</p> <p>To better understand potential homeless system barriers, to meaningfully design their data collection processes and overall homelessness response system in ways that better meet the needs of those most impacted, communities must engage in meaningful partnerships and shared decision making with the following individuals who:</p> <ul style="list-style-type: none">• Have navigated and/or are navigating the local homeless response system, and• Are experiencing homelessness not engaged in the system. <p>Communities must employ a person-centered approach to the review and use of the <i>HMIS Data Standards Manual</i> with a clear foundational understanding of:</p> <ul style="list-style-type: none">• Racial trauma and trauma informed practices,• Cultural humility, and• A person first, data informed perspective.

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System Summary, Continued

HMIS implementation

To implement, HMIS it must be able to perform the following:

- Collect all the data elements defined within these HMIS Data Standards, Manual,
- Support the system logic identified, and
- Ensure the visibility of data elements is appropriate to the Project Type and Funding Sources for any given project.

Communities may add data elements, response categories, or maintain historical data element collection beyond what is specified in the HUD Data Standards Manual if it does not impact the ability of the CoC to accurately collect and report on the required data elements. In these cases, HMIS Leads should work directly with their HMIS vendors to meet their individual community needs.

SP and comparable databases

Victim Service Providers (VSP) are prohibited from recording survivor information in an HMIS as described in the Violence Against Women Act (VAWA). Instead VSPs are required by HUD to use a comparable database which is defined as relational database that meets all HMIS data standards and minimum standards of HMIS privacy and security requirements, including HUD's most recent reporting standards and comma separated value (CSV) format specifications.

HUD does not certify or endorse any specific HMIS or comparable database software product. CoCs and HMIS leads are responsible for verifying that any software they use meets their needs, including federal reporting requirements. Each software provider should provide the guidance, support, and documentation necessary for the CoC to understand the system they are using.

HMIS documents and resources

There are a variety of documents that comprise HMIS data standards resources. Each of the documents has a specific purpose and intended audience. The HMIS lead should be familiar with the following documents and collectively use them as their HMIS reference materials along with any supplemental instructional materials supplied by the vendor:

- [Fiscal Year \(FY\) 2024 HMIS Data Standards Manual](#),
- [FY 2024 HMIS Data Standards Dictionary](#), and
- Data Exchange Resources:
 - [FY 2024 Comma-Separated Values CSV Programming Specifications](#),
 - [FY 2024 eXtensible Markup Language \(XML\) Programming Specifications](#), and
 - [FY 2024 Data Logic Model](#).

Note: HUD will soon release the updated version of the XML Programming Specifications and Data Logic Model for FY 2024.

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System Summary, Continued

HMIS Federal partner program manuals

The following manuals contain specific and detailed information about project setup for each of the federal partner programs participating in HMIS including:

- HMIS project typing,
- The specific data elements required for collection by the federal partner,
- Program-specific meanings and definitions, and
- Key information the federal partner has identified as required for their program.

Each manual was created jointly by HUD and the relevant federal partner and approved by both entities prior to publishing.

Manual Name	Federal Partner	Program(s)
CoC Program HMIS Manual	HUD - Office of Special Needs Assistance Programs (SNAPS) CoC Program Information link	All CoC Program component projects
Youth Homelessness Demonstration Program (YHDP) HMIS Manual	HUD - SNAPS YHDP Information Link	All YHDP projects
Emergency Solutions Grant (ESG) Program HMIS Manual	HUD SNAPS ESG Program Information link	All ESG Program component projects
Housing Opportunities for Persons with AIDS (HOPWA) Program HMIS Manual	HUD - Office of Human Immunodeficiency Virus/ Acquired Immunodeficiency Syndrome (HIV/AIDS) Housing HOPWA Program Information link	All HOPWA program component projects
Projects for Assistance in Transition from Homelessness (PATH) Program HMIS Manual	U.S. Department of Health and Human Services (HHS) - Substance Abuse and Mental Health Services Administration (SAMHSA) PATH Program Information link	All PATH component projects
Runaway and Homeless Youth (RHY) Program HMIS Manual	HHS - Administration for Children and Families - Family and Youth Services Bureau RHY Program Information Link	All RHY program component projects
U.S. Department of Veteran Affairs (VA) Program HMIS Manual	VA VA Program information link	<ul style="list-style-type: none"> • Supportive Services for Veteran Families (SSVF) • Grant-Per-Diem (GPD) • Healthcare for Homeless Veterans (HCHV)
Veterans Affairs Supportive Housing (VASH) Program HMIS Manual	HUD – VASH and VA VASH Program link	VASH program

Organization: OHS

OHS is the HUD grantee responsible for administering the HMIS Supportive Housing Program (SHP) grant and is the HMIS Lead Organization. OHS is responsible for establishing, supporting, and managing HMIS in a manner that will meet HUD's standards for minimum data quality, privacy, security, and other requirements for organizations participating in HMIS.

OHS' goal is to go beyond the HUD mandate of producing unduplicated counts of homeless persons. OHS provides a comprehensive case management system that allows the user to use the collected information to make informed program decisions.

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System Summary, Continued

**OHS Mission
Statement &
Vision**

OHS' mission statement is to improve data collection, advance the provision of quality services for homeless persons, and promote more responsive policies to end homelessness in San Bernardino County.

OHS' vision is dedicated to providing the best possible, highest quality HMIS to enhance the delivery of services for persons experiencing homelessness. Specifically, OHS will:

- Facilitate the coordination of service delivery for homeless persons,
- Enable agencies to track referrals and services provided, report outcomes, and manage client data using accessible, user-friendly, and secured technology, and
- Enhance the ability of policy makers and advocates to gauge the extent of homelessness and plan services appropriately throughout San Bernardino County.

**Software:
Clarity**

The selected software in San Bernardino County, Clarity, is intended to provide value by allowing the user to set and measure client and program milestones and target achievements. The software includes:

- Outcome Management,
 - Client demographic data collection,
 - Comprehensive client case management,
 - Bed maintenance, tracking and assignment module,
 - Customized reporting capability,
 - Customized assessment capability,
 - Real time data collection and reporting,
 - Employment, Education and Housing history tracking,
 - Savings tracking,
 - Group activities management,
 - Group case notes management,
 - Advanced security features, and
 - Outreach capability.
-

Participation Eligibilities and Priorities

Introduction This section provides information regarding United States (U.S.) Department of Housing and Urban Development (HUD) established eligibilities and priorities for participation in the Homeless Management Information System (HMIS).

Implementation HUD recognized that implementing a Homeless Management Information System (HMIS) is a difficult and time-consuming process and must be done in stages based on established eligibilities and priorities.

Eligibilities and priorities HUD participation eligibilities and priorities include the following:

Eligibility/Priority	Description
1 st	Bring the following on board: <ul style="list-style-type: none"> • Emergency shelters, • Transitional housing programs, and • Outreach programs. <p>Note: Providers of emergency shelter, transitional housing, and homeless outreach services should be included in HMIS as early as possible, regardless of whether they receive funding through the McKinney-Vento Act or from other sources.</p>
2 nd	HUD encourages the Continuum of Care (CoC) to actively recruit providers of permanent supportive housing funded by: <ul style="list-style-type: none"> • HUD McKinney-Vento Act programs, and • Other HUD programs.
3 rd	The CoC should recruit: <ul style="list-style-type: none"> • Homeless prevention programs, • Supportive Services Only programs funded through HUD's Supportive Housing Program (SHP), and • Non-federally funded permanent housing programs.

Participation Requirements

Introduction	This section provides information regarding Homeless Management Information System (HMIS) participation requirements.
Participating agencies	<p>Participating Agencies are homeless service providers and other Referring Agencies that utilize the San Bernardino County Continuum of Care (SBC CoC) HMIS for the purposes of:</p> <ul style="list-style-type: none">• Data:<ul style="list-style-type: none">- Entry,- Editing,- Reporting, and• Referrals.
Adherence to policies	<p>All HMIS participating agencies must adhere to the policies and procedures outlined in this manual to participate in the SBC CoC HMIS. A signed agreement is required from all end users and participating agencies.</p> <p>This policies and procedures system manual and all attachments may be amended, as needed, at any time. Participating agencies will be notified of any changes and/or amendments to this manual via email.</p>
Governing documents	<p>Relationships between the SBC CoC and participating agencies are governed by the following documentation:</p> <ul style="list-style-type: none">• Any standing agency-specific agreements or contracts already in place,• The HMIS Participating Agency Memorandum of Understanding (MOU), and• Contents of the HMIS Policies and Procedures System Manual.
HMIS Participating Agency MOU	<p>Prior to obtaining access to SBC CoC HMIS, every agency must adopt the HMIS Participating Agency MOU. The MOU:</p> <ul style="list-style-type: none">• Outlines agency responsibilities regarding participation in the HMIS,• Is:<ul style="list-style-type: none">- Made between the participating agency Executive Management and the Office of Homeless Services (OHS),- Legally binding and encompasses all state and federal laws relating to privacy protections and data sharing of client specific information, and• Contains HUD data and technical standards.
Additional documentation	<p>Prior to obtaining access to SBC CoC HMIS, every agency must be provided with and adopt the following additional HMIS documentation:</p> <ul style="list-style-type: none">• HMIS Policies and Procedures System Manual<ul style="list-style-type: none">- Signed by each HMIS end user as an agreement to abide by standard operating procedures and ethics of HMIS.- Will be provided to the user after completion of the training.

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Participation Requirements, Continued

**Additional
documentation,
continued**

- **Client Consent/Information Release Form**
 - To be implemented and monitored by agencies.
 - Requires clients to authorize in writing the entering and/or sharing of their personal information electronically with other participating agencies throughout SBC CoC HMIS where applicable.
- **Privacy Posting/Notice**
 - Each participating agency will post a written explanation describing the agency's privacy policies regarding data entered into SBC CoC HMIS.
- **Grievance Form**
 - The client has a right to file with the HMIS Lead Organization if he/she feels the participating agency has violated his/her rights.
 - Can be found online at <https://www.sbcounty.gov/uploads/sbchp/HMIS/resources/HMIS-Grievance-Procedure.pdf>.
- **End User Account Request Form**
 - Provided after completion of the training.
 - Used to:
 - ✓ Request a new user,
 - ✓ Change user information, and
 - ✓ Notify the HMIS System Administrator when employees with HMIS access no longer work for the organization and all access to HMIS needs to be revoked/removed.
- **Homeless Provider Network (HPN) Bylaws**
 - Can be found online at <https://sbchp.sbcounty.gov/hpn/>.
- **10 Year Strategy Re-calibration Plan**
 - Can be found online at <https://sbchp.sbcounty.gov/about-sbchp/purpose-mission-and-strategy>.

**HMIS
monitoring**

All participating agencies may be subject to an on-site HMIS monitoring designed to:

- Validate compliance of the agency's information security protocols and technical standards,
- Maintain a high level of security, client privacy, and confidentiality practices are being maintained, and
- Provide HMIS technical assistance, if needed or requested by the participating agency.

The following items are examined and documented during the monitoring:

- Physical and environmental security, such as:
 - Personal Computer (PC) location out of public area, and
 - PC access.
- Personnel security, such as:
 - Passwords,
 - Using an up-to-date password protected system,
 - Not sharing passwords,
 - Signed agreements,
 - Number of authorized users, and
 - Training, when needed.

Continued on next page

Participation Requirements, Continued

**HMIS
monitoring,
continued**

- Application program and usage security, including:
 - Browser security,
 - Warnings, and
 - Inactivity lockouts.
- PC configuration, including:
 - Operating System (OS) Version,
 - Using up-to-date and compatible browsers, such as:
 - ✓ Microsoft Edge,
 - ✓ Google Chrome, and
 - ✓ Firefox.
 - Browser:
 - ✓ Configuration, and
 - ✓ Versions.
 - Up-to-date patch/update levels,
 - Using up-to-date antiviruses (virus protection with updates), and
 - Firewalls.
- Network configuration, including:
 - Internet access method,
 - Firewall/router, and
 - Other network users.
- No network,
- Compliance with HMIS guidelines and United States (U.S.) Department of Housing and Urban Development (HUD) technical standards,
- Informed Consent Agreement,
- Privacy notices,
- Technology security, and
- Data entry practices.

During the on-site monitoring, OHS will also review data quality reports and address any errors found with the participating agency. OHS will run data quality reports for each participating agency prior to their scheduled on-site monitoring and encourage each agency to run these reports themselves beforehand.

**Monitoring
scheduling and
report**

OHS will notify the agency's Executive Director and/or Agency Administrator of an upcoming monitoring and will work together to schedule the monitoring. OHS HMIS and program staff will conjunctively perform the monitoring and create the monitoring report identifying monitoring results. The monitoring report will be submitted to the agency's Executive Director and a copy will be filed with OHS for recordkeeping purposes.

**Deficiencies
and follow-up
monitoring**

Any deficiencies in practices or security must be resolved within two weeks. A follow-up monitoring will be conducted to ensure recommended changes/corrections have been implemented.

Continued on next page

Participation Requirements, Continued

**HUD's
Technical
standards**

OHS, as the HMIS Lead Organization, is responsible for each participating agency's oversight and adherence to the following HUD's technical standards:

- **High Speed internet access:**
 - Digital Subscriber Line (DSL), Cable, T1 Line, etc.,
 - No dial up connections, and
 - Dedicated Internet Protocol (IP) address is recommended.
- **PC w/ Internet Explorer 5.5 or higher:**
 - No Netscape, Mozilla, AOL, etc., and
 - No Mac's, UNIX, Linux, etc.
- **Microsoft .NET Framework Version 2.0 or higher:**
 - Can be downloaded from www.microsoft.com/downloads,
 - Windows NT sp6a, Windows XP, and
 - If running Windows XP, we recommend running SP2.
- **Firewall:**
 - Must use Network Address Translation (NAT) behind firewall,
 - If wireless is used must be protected with at minimum Wired Equivalent Privacy (WEP), and
 - Must be placed between any internet connection and PC for the entire network.
- **Antivirus on ALL systems connected to an agency's network:**
 - Must have most recent virus security updates, and
 - This includes systems which terminal or VPN into the network.

Staffing roles and responsibilities	Participating agencies must have staff assigned to the roles and responsibilities in the table below. Although responsibilities for staff will vary, all functions must be communicated to the HMIS System Administrator.
Role	Responsibilities
<p>Executive Management Oversight responsibility for all activities associated with agency's participation in OHS</p>	<ul style="list-style-type: none"> • Signs the HMIS Participating Agency MOU and any other required forms prior to accessing SBC CoC HMIS. • Authorizes data access to agency staff and assigns responsibility for custody of the data, • Establishes, adopts, and enforces business controls and agrees to ensure organizational adherence to SBC CoC HMIS Policies and Procedures System Manual. • Communicates control and protection requirements to HMIS users and other agency staff as required, • Assumes: <ul style="list-style-type: none"> - Responsibility for: <ul style="list-style-type: none"> ✓ The integrity and protection of client-level data entered into the system, ✓ Posting the Privacy Posting/Notice, ✓ The maintenance and disposal of on- site computer equipment, and ✓ Liability for any misuse of the software by agency staff. • Provides written permission to the HMIS System Administrator to perform the decryption of: <ul style="list-style-type: none"> - Data to upgrade SBC CoC HMIS technology, - Agency data to upgrade SBC CoC HMIS database server to new technology when the database becomes obsolete, and • Periodically reviews system access control decisions.

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Participation Requirements, Continued

Staffing roles and responsibilities, continued

Role	Responsibilities
Outcome/ Program Manager and/or Agency Administrator <i>Internal agency resource for outcome management planning and implementation</i>	<ul style="list-style-type: none"> • Serves as the liaison between agency managers, HMIS users and Outcome Specialists, • Attends: <ul style="list-style-type: none"> – Required training and technical assistance sessions, and – HMIS end-user meeting. • Develops and enters into SBC CoC HMIS the outcome performance targets and milestones, and • Reports system problems and data-related inconsistencies to HMIS System Administrator or Outcome Specialist as needed.
HMIS End-User	<ul style="list-style-type: none"> • Completes training on the appropriate use of SBC CoC HMIS prior to accessing the system, • Acknowledges an understanding of this HMIS Policies and Procedures System Manual, • Adheres to any agency policies that affect the security and integrity of client information, • Is responsible for SBC CoC HMIS data quality, <ul style="list-style-type: none"> – Data quality refers to the timeliness of entry, accuracy, and completeness of information collected and reported in HMIS. • Signs the HMIS Policies and Procedures System Manual and any other required forms prior to accessing system, • Reports system problems and data-related inconsistencies to Agency Administrator or Outcome Manager as appropriate, • If applicable, obtains client signature on Client Consent/Information Release Form, • Gives client copy of Client Consent/Information Release Form, and • Verbally communicates client's rights and uses of client's data.

Training

All HMIS users must complete training prior to gaining access to the SBC CoC HMIS. OHS will provide training to all users at the beginning of the agency's SBC CoC HMIS implementation and refresher training for other users as needed. Training topics covered during the HMIS training include:

- Privacy/ethics,
- Data security,
- Data quality,
- HMIS users, and
- Reporting.

At the time of training, each agency is given guidelines for providing a secure environment for their clients and employees who use HMIS.

Client Rights

Introduction	This section describes the rights for clients served by agencies participating in the San Bernardino County Continuum of Care (SBC CoC) Homeless Management Information System (HMIS).
Communication rights	<p>Communication rights include the following:</p> <ul style="list-style-type: none">• Clients have a right to:<ul style="list-style-type: none">– Privacy and confidentiality, and– Not answer any questions unless entry into the agency’s program requires it.• Client information may not be shared without informed consent (posting of Privacy Posting/Notice and Mandatory Collection Notice),• Every client has a right to an understandable explanation of SBC CoC HMIS and what “consent to participate” means. The explanation must include:<ul style="list-style-type: none">– Type of information collected,– How the information will be used,– Under what circumstances the information will be used,– Informing that refusal to provide consent to collect information will not be grounds for refusing entry to the program,– A copy of the:<ul style="list-style-type: none">✓ Consent will be given to the client upon request, and a signed copy kept on file at the participating agency, if applicable,✓ Privacy Posting/Notice will be made available upon client request, and✓ Client Consent/Information Release Form will be made available upon client request.
Participation opt-out	Clients have a right to not have their personal identifying information in SBC CoC HMIS shared outside the agency and services cannot be refused if the client chooses to opt-out of participation in HMIS. However, clients may be refused program entry for not meeting other agency eligibility criteria.
Access to records	<p>A client has the right to request access to his/her personal information stored in SBC CoC HMIS from the authorized agency personnel. The agency, as the custodian of the client data, has the responsibility to provide the client with the requested information except where exempted by state and federal law.</p> <p>When requested, a client has the right to:</p> <ul style="list-style-type: none">• View his or her own data contained within SBC CoC HMIS, or• Receive a printed copy of his or her own data contained within SBC CoC HMIS.

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Client Rights, Continued

Access to records, continued

No client will have access to another client's records within SBC CoC HMIS. However, parental/guardian access will be decided based upon existing agency guidelines. The information contained in the Central Intake section of SBC CoC HMIS can be provided by any agency in receipt of the client's request, as long as the client has previously given consent to share and that consent is still in force.

Grievances

The client has the right to file a grievance with the participating agency. All participating agencies must have written grievance procedures that can be provided to a client on demand. If, after following the grievance procedure, the grievance is not resolved, the complaint may be escalated to the Office of Homeless Services (OHS). The **HMIS Grievance Form and HMIS Grievance Procedure** is found online at <https://sbchp.sbcounty.gov/resources/>.

Policies for End-Users and Participating Agencies

Introduction	<p>This section outlines the policies for end-users and participating agencies who have access to the San Bernardino County Continuum of Care (SBC CoC) Homeless Management Information System (HMIS).</p>
User access	<p>User access will be granted only to individuals whose job functions require legitimate access to the SBC CoC HMIS. Each HMIS end-user will satisfy all the conditions herein and sign the HMIS Policies and Procedures System Manual before being granted access to SBC CoC HMIS.</p> <p>The participating agency will determine which of its employees require access to SBC CoC HMIS. Identified users must sign the HMIS Policies and Procedures System Manual indicating they:</p> <ul style="list-style-type: none">• Have received training, and• Will:<ul style="list-style-type: none">- Abide by SBC CoC HMIS policies and procedures,- Appropriately maintain the confidentiality of client data, and- Only collect, enter, and retrieve data in SBC CoC HMIS relevant to the delivery of services to homeless people in the area served by SBC CoC HMIS. <p>The Office of Homeless Services (OHS) is responsible for the distribution, collection, and storage of the signed Acknowledgment page in the HMIS Policies and Procedures System Manual. The HMIS System Administrator will verify the existence of signed HMIS Policies and Procedures System Manual and obtain copies during the on-site review process.</p>
User activation	<p>The HMIS System Administrator will provide unique usernames to each participating agency end-user.</p> <p>Usernames will be unique for each user and will not be shared with other users. The HMIS System Administrator will set up a unique username for each user upon completion of training and receipt of the signed HMIS Policies and Procedures System Manual from each user. The sharing of usernames will be considered a breach of the HMIS Policies and Procedures System Manual.</p>
Passwords	<p>The participating agency end-users will create their own unique passwords. Passwords must contain:</p> <ul style="list-style-type: none">• No less than eight,• No more than sixteen characters in length, and• Alphanumeric with upper and lower case and special characters. <p>To reset a user's password, the user may click on the "Forgot Password" option on the HMIS login page or contact the HMIS System Administrator to reset the password if he/she is still having difficulty.</p> <p>HMIS requires the user to change their password every six months. After six months, passwords will expire and user will be prompted to enter a new password. Users may not use the same password more than once.</p>

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Policies for End-Users and Participating Agencies, Continued

Passwords,
continued

If a user unsuccessfully attempts to login four times, the following will occur:

- User ID will be "locked out" for two hours,
- Access permission will be revoked, and
- User will be unable to gain access to his/her account by:
 - Resetting their own password after the two hours, or
 - Contacting the HMIS System Administrator to unlock the account prior to the two hours.

**User level
access**

When a user requests access to HMIS, the HMIS System Administer will grant him/her agency staff user access to allow the enrollment of a client that results in the creation of a client profile to enter the following information:

- Program Entry,
- Case Notes,
- Referrals for housing and homeless assistance,
- Income,
- Assessments,
- Group Services,
- Program Exit, and
- Household demographics.

**Confidentiality
and Informed
Consent**

All participating agencies agree to abide by and uphold all privacy protection standards established by SBC CoC HMIS as well as their respective agency's privacy procedures. The agency will also uphold relevant federal and state confidentiality regulations and laws that protect client records and will only release program level client data with written consent by the client or the client's guardian, unless otherwise provided for in the regulations or laws.

Participating agencies are required to develop procedures for providing oral explanations to clients about the usage of a computerized HMIS and post a **Mandatory Collection Notice and Privacy Posting/Notice** (English and Spanish) to share central intake client information with other HMIS participating agencies. The United States (U.S.) Department of Housing and Urban Development (HUD) Data Standards provides guidance for participating agencies regarding certain HMIS policies. In instances of conflict between state or federal law and the HUD Data and Technical Standards, the state and/or federal law take precedence. All clients will be provided an oral explanation stating their information will be entered into a computerized record keeping system. The participating agency will provide an oral explanation of SBC CoC HMIS and the terms of consent. The agency is responsible for ensuring this procedure takes place prior to every client interview.

For each client whose program level information is shared with another participating agency, an HMIS service request must be submitted via the HMIS Helpdesk mailbox at dbh-hmishelpdesk@hss.sbcounty.gov. A client must be informed about the information being shared and with whom it is shared. The participating agency agrees to not release client identifiable information to any other organization pursuant to federal and state law without proper client consent.

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Policies for End-Users and Participating Agencies, Continued

**Confidentiality
and Informed
Consent,
continued**

If a client withdraws consent for release of information, the agency remains responsible to ensure the client's information is unavailable from date of withdrawal to all other participating agencies. The participating agency will keep signed copies of the Client Consent/Information Release Form (if applicable) for SBC CoC HMIS for a minimum of seven years from the date of client exit.

**Federal and
state
confidentiality
regulations**

The participating agency will uphold all relevant federal and state confidentiality regulations to protect client records and privacy. In addition, the participating agency will only release client records with written consent by the client, unless otherwise provided for in regulations including, but not limited to:

- Abide by the federal confidentiality rules as contained in the Code of Federal Regulations (CFR) 42 Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records, regarding disclosure of alcohol and/or drug abuse records.
 - The federal regulation prohibits the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by CFR 42 Part 2.
 - A general authorization for the release of medical or other information is not sufficient for this purpose.
 - The participating agency understands that the Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
- Abide with the Health Insurance Portability and Accountability Act of 1996 and corresponding regulations passed by the United States (U.S.) Department of Health and Human Services (HHS).
 - The regulations provide consumers with new rights to control the release of medical information, including:
 - ✓ Advance consent for most disclosures of health information, and
 - ✓ The right to see a copy of health records, request a correction to health records, and obtain documentation of disclosures of information may be used or disclosed.
 - The current regulation provides protection for paper, oral, and electronic information.
- Abide with the California Government Code 11015.5 regarding program level personal information collected on the Internet.
 - The Government Code ensures that any electronically collected personal information about clients cannot be shared with any third party without the client's written consent.

The participating agency will not solicit or input information from clients unless it is essential to provide services or conduct evaluation or research. All client identifiable data is inaccessible to unauthorized users. Participating agencies are bound by all restrictions placed upon the data by the client of any participating agency. The participating agency will diligently record in SBC CoC HMIS all restrictions requested and will not knowingly enter false or misleading data under any circumstances. The participating agency will maintain appropriate documentations of client consent to participate in SBC CoC HMIS.

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Policies for End-Users and Participating Agencies, Continued

Privacy and Mandatory Collection Notices	The participating agency must post Privacy Posting/Notice and Mandatory Collection Notices at each intake desk or comparable location. The Privacy Posting/Notice and Mandatory Collection Notice must be made available in writing at the client's request. If the agency maintains an agency website, a link to the Privacy Posting/Notice must be on the homepage of the agency's website.
Data integration	HMIS data integration refers to the data that is integrated from a SBC CoC agency that is currently collecting client level data in a HMIS data system other than the current software that is being utilized by the SBC CoC HMIS participating agencies. OHS does not allow for agencies to integrate data to/from other systems.
Data quality	<p>HMIS users are responsible for ensuring data quality. Data quality refers to the timeliness, accuracy and completeness of information collected and reported in SBC CoC HMIS. All participating agencies agree to enter, at a minimum, HUD required universal data elements.</p> <p>HMIS data quality refers to the extent data recorded in the SBC CoC HMIS accurately reflects the same information in the real world. Participating agencies need to adopt HUD's data quality standards to help SBC CoC better understand and address homelessness in San Bernardino County. Data quality refers to the timeliness, accuracy, completeness, and consistency of information collected and reported in SBC CoC HMIS.</p>
Data timeliness	To ensure the most up-to-date data, information should be entered by the user timely and as soon as it is collected. Intake data needs to be added within two working days of the intake process or client encounter. Information that tends to change periodically also needs to be regularly verified and/or updated, such as information on income sources and amounts.
Using paper-based data collection forms	<p>Agencies may choose to collect client data on paper and enter it into the HMIS software later, rather than entering it directly in the system. If data is collected by paper first, that information must be entered into the HMIS system within two days. Each agency will incorporate HMIS into its own operating processes; some agencies will prefer to interview clients and simultaneously enter their information directly into the computer, other agencies will find it easier to collect information on paper first, and then have someone enter the data later. Agencies may utilize the HMIS paper-based forms for initial data collection. Agencies will have two calendar days from the point of the event (intake/enrollment, service delivery, or discharge) to record the information into the HMIS software.</p> <p>HMIS requires all agencies ,who enter data into the HMIS, to complete the program specific data fields even if the funding received by the agency does not dictate they do so. The additional data points will prove extremely helpful for the agency when reporting about client outcome measurement/progress, internal accounting for service delivered, and external reporting to funders.</p>

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Policies for End-Users and Participating Agencies, Continued

Data accuracy	Information entered into HMIS must accurately represent information about the people that enter any of the homeless service programs contributing data to the SBC CoC HMIS.
Data completeness	To release meaningful information from the SBC CoC HMIS, data needs to be as complete as possible. Data must contain all required information about all people served in the program (i.e., emergency shelter) during a specified time period. On the macro level, the goal of achieving adequate HMIS coverage and participation by all local programs is essentially about ensuring that the records are representative of all the clients served by these programs. If a client record is missing, then aggregate reports may not accurately reflect the clients served by the program. Similarly, if an entire program is missing, data from the SBC CoC HMIS may not accurately reflect the homeless population in the community.
Data consistency	HMIS end-users must have an understanding about what data needs to be collected. Different interpretations about how questions for data collection should be asked or a lack of understanding about what answers to questions mean lead to aggregate information that cannot be correctly interpreted and presented.
Data quality assurance	To ensure HMIS data quality, the HMIS System Administrator uses a variety of data quality monitoring reports that identify missing universal data elements including program entry and un-exited clients.
HMIS Data Standards Manual	The overall standards for HMIS software are presented in the HMIS Data Standards Manual released May 2023 and updated July 2023. Copies will be available upon request.
Data quality report	<p>The data quality report calculates the percentage of required client-level data elements with null or missing values divided by the total number of client records. The report will calculate the number of usable values (all values excluding "Don't know" and "Refused" responses) in each required field over any desired time period (e.g., last month, last year). The report will be generated for each program, different types of programs, and across the entire CoC.</p> <p>The program level reports will cover all applicable universal and program-specific data elements. The CoC reports will be limited to the following universal data elements:</p> <ul style="list-style-type: none">• Name,• Social Security Number (SSN),• Data of Birth,• Ethnicity,• Race,• Veteran Status,• Gender,

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Policies for End-Users and Participating Agencies, Continued

**Data quality
report,
continued**

- Disabling Condition, and
- Residence prior to program entry.

Percentages will be based on the universe of client records for which the data element is required. *Example:* Percent null for veterans equals number of clients with no veteran status recorded/number of adults.

**Duplicate
Clients Report**

The Duplicate Clients Report provides a list of potential duplicate client files for system administration use. The Duplicate Clients Report highlights records that match, using the HMIS Lead Agency's primary methodology, but have conflicting values in other identifiable fields.

**Housing
Inventory
Report**

The Housing Inventory Report is designed to inform about housing stock available in a community dedicated for homeless persons. The report also offers a point-in-time look at utilization.

The report will help to identify potential data quality issues by flagging facilities with bed or family unit utilization rates above 105% or below 65%. The report requires client level data and program descriptor data to be entered into HMIS for all clients served in programs that provide beds.

**Data Quality
Report and
Performance
Monitoring
Report**

Running the Data Quality Report and Performance Monitoring Report will provide the differences between the date in which the program entry date or exit date was entered for clients and the dates in which actual entry or exit occurred for all programs. The reports are based on program entry dates and exit dates and compares the dates this data was entered to the actual values contained in these fields. The "Creation Date" for these fields is automatically recorded when the user enters data. This data will be compared to the Data Timeliness Benchmark (two days to enter client data from actual intake date) set by the CoC.

**Reducing client
record
duplications in
HMIS**

To reduce the duplication of client records, HMIS participating agency users must always search for the client in HMIS before creating a new client record.

The burden of not creating duplicate records falls on each participating agency. HMIS does not prevent duplicate client records from entering the database, therefore it is up to each user to ensure every client is first searched for, and if not found, then be added.

If duplicate matches are found, the user must determine if any of the records found match their client. Having multiple (duplicate) records in the database for a single client causes confusion and inaccurate information being stored. When an HMIS participating agency user is collecting data from a client, the HMIS participating agency user will first attempt to locate that client in the system by searching either name (first, last, and middle), or unique identifier.

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Policies for End-Users and Participating Agencies, Continued

Reducing client record duplications in HMIS, continued	<p>A client can be entered with their unique identifier instead of their name for confidentiality reasons determined by the agency. The HMIS participating agency user will continue to add the basic universal data elements for the client's intake.</p>
Data quality and correction	<p>To produce high quality reliable reports, it is imperative to possess high quality data. HMIS Project Managers will help assure stakeholders the data contained within HMIS is of high quality.</p> <p>At the end of each month, the HMIS System Administrator will review the quality of each agency's data by running reports out of HMIS for data quality and potential corrections. A Data Quality Report Card is generated once a month for agencies to review and are posted on the SBCHP website.</p> <p>Agency administrators are required to perform the following:</p> <ul style="list-style-type: none">• Run their own Data Quality Report for each of the agency's programs,<ul style="list-style-type: none">– The Data Quality Report is generated once a month for the Monthly Report Cards posted on the Homeless Provider Network (HPN) website.• Respond to the HMIS Lead Agency's request for data clean-up, and• Work with the HMIS System Administrator to:<ul style="list-style-type: none">– Rectify any shortfalls in data quality, and– Fix issues within five business days.
Data use by SBC CoC	<p>For purposes of SBC CoC planning, the aggregate data can be used to generate an unduplicated count of clients and understand their characteristics, factors contributing to homelessness, and use of system resources. The information can identify gaps and duplication in services.</p>
Data use by OHS	<p>For purposes of system administration, user support, and program compliance, OHS will use the data contained within the SBC CoC HMIS for analytical purposes only and will not disseminate client-level data. OHS will release aggregate data contained within the SBC CoC HMIS for research and reporting purposes only.</p>
Data use by agency	<p>As the guardians entrusted with client personal data, HMIS users have a moral and legal obligation to ensure the data they collect is gathered, accessed, and used appropriately. It is also the responsibility of each user to ensure client data is:</p> <ul style="list-style-type: none">• Only used to the ends:<ul style="list-style-type: none">– To which it was collected, and– That have been made explicit to clients.• Consistent with the mission of the agency and HMIS to assist families and individuals in resolving their housing crisis.

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Policies for End-Users and Participating Agencies, Continued

**Data use by
agency.**
continued

Proper user training, adherence to SBC CoC HMIS policies and procedures, and a clear understanding of client confidentiality are vital to achieving these goals. Any individual or participating agency misusing or attempting to misuse SBC CoC HMIS will be denied access to the system.

**Maintenance of
onsite
computer
equipment**

Participating agencies commit to a reasonable program of data and equipment maintenance to sustain an efficient level of system operation. Participating agencies must meet the technical standards for minimum computer equipment configuration, such as:

- Internet connectivity,
- Antivirus, and
- Firewall.

The Executive Management or designee will be responsible for on-site computer equipment and data used for participation in the SBC CoC HMIS including the following:

- **Computer equipment,**
 - The participating agency is responsible for maintenance of on-site computer equipment. This includes requiring the following workstation(s) accessing SBC CoC HMIS to have a:
 - ✓ Username/ password to log onto the Microsoft Windows Operating System,
 - ✓ Locking, password- protected screen saver,
 - ✓ Public Key Infrastructure (PKI) certificate, and
 - ✓ Static IP address.
 - All workstations and computer hardware (including agency network equipment) must be stored in a secure location (locked office area).
- **Data storage, and**
 - The participating agency agrees to only download and store data in a secure environment.
- **Data disposal.**
 - The participating agency agrees to dispose of documents that contain identifiable client level data by:
 - ✓ Shredding paper records,
 - ✓ Deleting any information from diskette before disposal, and
 - ✓ Deleting any copies of client level data from the hard drive of any machine before transfer or disposal of property.

**Downloading of
data**

HMIS users will maintain the security of any client data extracted from SBC CoC HMIS and stored locally, including all data contained in custom reports. HMIS end-users may not electronically transmit unencrypted client data across a public network.

To ensure that SBC CoC HMIS is a confidential and secure environment, data extracted from SBC CoC HMIS and stored locally will be stored in a secure location and will not be transmitted outside of the private local area network unless it is properly protected. Security questions can be addressed to the HMIS System Administrator. Any Personally Identifiable Information (PII) will not be distributed through e-mail.

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Policies for End-Users and Participating Agencies, Continued

Data sharing	<p>Basic client information within the system will be shared based upon the level of consent designated by the client within SBC CoC HMIS. A client may choose to limit the period of time for which their data will be shared.</p> <p>Data sharing refers to the sharing of information between participating agencies for the coordination of case management and client service delivery. Basic client information in the central intake includes:</p> <ul style="list-style-type: none">• Demographics,• Household,• Referral,• Eligibility,• Education/Employment, and• Scanned Documents. <p>Clients may agree to the level of consent and time period to which the consent is valid. Participating agencies are not required to agree to such requested restrictions if collection and sharing of such data is necessary for service delivery and reporting or consent is broader than that normally extended at their agency. Clients may elect to share additional information as indicated in Section III, IV, VII, and IX of the HMIS Participating Agency Memorandum of Understanding (MOU).</p> <p>Program level information in either electronic or paper form will never be shared outside of the originating agency without written client consent. Information that is shared with written consent will only be used for the purpose of service delivery, such as:</p> <ul style="list-style-type: none">• Shelter stays,• Food,• Clothing,• Transportation,• Employment,• Housing,• Childcare,• Utilities assistance, and• Life-skills sessions.
Data release	<p>Aggregate level (client de-identified) data may be released by agencies, the SBC CoC, and/or SBC CoC HMIS under certain criteria. Client-level data may only be released with written consent from the client for a specified purpose.</p> <p>Data release refers to the dissemination of aggregate and/or client-level information for:</p> <ul style="list-style-type: none">• Statistical,• Analytical,• Reporting,• Advocacy,• Regional needs assessment, and• Trend analysis.

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Policies for End-Users and Participating Agencies, Continued

Data release, continued	<p>Each participating agency owns all data it enters into SBC CoC HMIS. The agency may not release any client level information without the written consent of the client. Agencies may release program and/or aggregate level data for all clients to whom the agency provided services. No individual client data will be provided to any group or individual who is neither the participating agency that entered the data nor the client without proper authorization or consent by the client. This consent includes the written authorization for each individual or group requiring access to the client's data.</p> <p>OHS will develop an annual release of aggregate data in a summary report format. The format for data requests can vary based on the type of data needed. OHS will not release agency or client-specific data to outside groups or individuals.</p>
Agency customization	<p>A participating agency will have the ability to request system customization at the agency level to reflect the data collection needs for its specific program(s). SBC CoC HMIS contains certain fields that can be tailored at no cost to the agency. Additional customization as performed by the software vendor or HMIS System Administrator may be purchased at the expense of the agency.</p> <p>Participating agencies have some ability to customize SBC CoC HMIS fields to meet the specific needs of the program. At the request of the Agency Administrator, the HMIS System Administrator will evaluate the request and implement the changes as warranted.</p>
Projects that operating in multiple CoCs	<p>For projects that operate in multiple CoCs, funding recipients are expected by the federal partners to participate in the HMIS implementation of each CoC in which they operate projects.</p> <p>San Bernardino County has a single established CoC Currently and does not have projects operating in multiple CoCs.</p>
Project setup additional information	<p>Additional information and guidance regarding setting up a specific project in HMIS can be found in the Fiscal Year (FY) 2024 HMIS Data Standards Manual available on the HUD Exchange website.</p>

Data Elements

Introduction	This section provides information regarding the various types of data elements to be collected in the Homeless Management Information System (HMIS) as required by the United States (U.S.) Department of Housing and Urban Development (HUD).
Data element structure	<p>There are data elements required by HUD and the Federal partners to be stored within an HMIS, such as the:</p> <ul style="list-style-type: none">• Project Descriptor Data Element,• Universal Data Element, and• Program Specific Data Element. <p>Each data element includes a brief explanation of the following:</p> <ul style="list-style-type: none">• Who the data is collected about,• Funder/program component requiring the data to be collected,• Project types required to collect this data, and• Data Collection Stage.
Federal partner program specific data elements	<p>Federal partners are required to collect specific data elements pertaining to their program. The Federal partner program specific data elements include:</p> <ul style="list-style-type: none">• Moving on Assistance Provided,• Youth Education Status, and• Translation Assistance Needed. <p>Federal partners who have worked collaboratively to create specific programs to help prevent and end homelessness include the following:</p> <ul style="list-style-type: none">• HUD - Office of Special Needs Assistance Programs (SNAPS),• HUD - Office of Human Immunodeficiency Virus/ Acquired Immunodeficiency Syndrome (HIV/AIDS) Housing,• U.S. Department of Health and Human Services (HHS) - Substance Abuse and Mental Health Services Administration (SAMHSA),• HHS - Administration for Children and Families - Family and Youth Services Bureau, and• U.S. Department of Veterans Affairs (VA). <p><u>Note:</u> Additional guidance regarding data collection rationale, specific project setup, and data collection instructions can be found in the Fiscal Year (FY) 2024 HMIS Data Standards Manual available on the HUD Exchange website.</p>

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Data Elements, Continued

Housing Opportunities for Persons With AIDS (HOPWA) program specific data elements

The HOPWA program specific data elements should only appear in those HMIS projects with at least one HOPWA program component and as required by the particular HOPWA project type. The HOPWA program specific data elements include:

- Services Provided - HOPWA,
- Financial Assistance - HOPWA,
- Medical Assistance,
- T-cell (CD4) and Viral Load,
- Housing Assessment at Exit, and
- Prescribed Anti-Retroviral.

Note: Refer to the [HOPWA Program HMS Manual](#) for additional guidance regarding the rationale, data collection instructions, and response descriptions for all HOPWA data elements.

Metadata elements

Metadata elements are intended to:

- Facilitate reporting from HMIS,
- Simplify the writing of programming specifications, and
- Provide an audit trail.

These elements do not represent an attempt to standardize the way an HMIS stores data. If the HMIS is able to accomplish the purposes identified for the Metadata elements, the software is not required to use the exact metadata elements listed below. Future programming specifications for reports will reference Metadata Elements that include:

- Date Created,
- Date Updated,
- Data Collection Stage,
- Information Date,
- Project Identifier,
- Enrollment Identifier,
- User Identifier,
- Personal Identifier,
- Household Identifier, and
- HMIS Implementation Identifier.

Note: Refer to the [FY 2024 HMIS Data Dictionary](#) and [FY 2024 HMIS Data Standards Manual](#) for meta data elements requirements.

Projects for Assistance in Transition from Homelessness (PATH) project specific data elements

All PATH projects are required to collect relevant program specific data elements, which include:

- Services Provided – PATH Funded,
- Referrals Provided – PATH,
- PATH Status, and
- Connection with SSI/SSDI Outreach, Access, and Recovery (SOAR),

Note: Refer to the [PATH Program HMIS Manual](#) for additional guidance regarding the rationale, data collection instructions, and response descriptions for all PATH data elements.

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Data Elements, Continued

**Project
descriptor data
elements
(PDDEs)**

PDDEs are intended to identify the organization, specific project, and project details to which an individual client record is associated in an HMIS. They ensure information about each project is available to:

- Complete:
 - Required APRs, and
 - Quarterly Performance Reports (QPRs),
- Calculate rates of HMIS participation, and
- Monitor data quality.

PDDEs enable the HMIS to:

- Associate client-level records with the various projects the client will enroll in across continuum projects,
- Clearly define the type of project the client is associated with the entire time they received housing or services,
- Identify which federal partner programs are providing funding to the project, and
- Track bed and unit inventory and other information, by project, which is relevant for the following:
 - Longitudinal Systems Analysis (LSA),
 - System Performance Measures (SPM),
 - Housing Inventory Counts (HIC),
 - Point-in-Time (PIT) counts, and
 - Utilization analysis.

The CoC must collect project information in HMIS for all CoC projects within its jurisdiction, regardless of whether the project participates in the HMIS. The purpose of these requirements is to ensure HMIS is the central repository of information for homelessness in the CoC, including information about programs and clients. PDDEs include the following:

- Organization Information,
- Project Information,
- CoC Information,
- Funding Sources,
- Bed and Unit Inventory Information,
- HMIS Participation Status, and
- Coordinated Entry (CE) Participation Status.

Note: Additional information about PDDEs is located in the [Fiscal Year \(FY\) 2024 HMIS Data Standards Manual](#) available on the HUD Exchange website.

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Data Elements, Continued

**Project specific
data elements**

Most of the project specific data elements are required for HUD McKinney Vento programs that are required to submit Annual Progress Reports (APRs). These programs include Shelter Plus Care, SHP, Section 8 Single Room Occupancy (SRO) Moderate (Mod) Rehab for the homeless, and HOPWA-funded homeless programs. Program specific data elements include:

- Income and sources,
- Non-cash benefits,
- Health insurance,
- Physical Disability,
- Developmental Disability,
- Chronic health condition,
- HIV/AIDS,
- Mental Health Disorder,
- Substance use disorder,
- Domestic violence,
- Current living situation,
- Date of engagement,
- Bed-night date,
- CE assessment, and
- CE entry event.

Note: Additional information about project specific data elements is located in the Fiscal Year (FY) 2024 HMIS Data Standards Manual available on the HUD Exchange website.

**Runaway and
Homeless
Youth (RHY)
program
specific data
elements**

Information on the following RHY program specific data elements are required to be collected by at least one RHY program component:

- Referral Source,
- RHY – Basic Center Program (BCP) Status,
- Sexual Orientation,
- Last Grade Completed,
- School Status,
- Employment Status,
- General Health Status,
- Dental Health Status,
- Mental Health status,
- Pregnancy Status,
- Formerly a Ward of Child Welfare/Foster Care Agency,
- Formerly a Ward of Juvenile Justice System,
- Family Critical Issues,
- RHY Service Connections,
- Commercial Sexual Exploitation/Sex Trafficking,
- Labor Exploitation/Trafficking,
- Project Completion Status,
- Counseling,
- Safe and Appropriate Exit, and
- Aftercare Plans.

Note: Information regarding the rationale, data collection instructions, and response descriptions RHY data elements is located the Fiscal Year (FY) 2024 HMIS Data Standards Manual available on the HUD Exchange website.

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Data Elements, Continued

**Universal data
elements
(UDEs)**

UDEs are elements required to be collected by all projects participating in HMIS, regardless of the funding source. Projects funded by any one or more of the federal partners must collect the UDEs, as do projects that are not funded by any federal partner (e.g., missions), but have agreed to enter data as part of the CoC's HMIS implementation.

HUD requires all CoC programs, especially those that house homeless individuals (Homeless Assistance Programs) and are identified on the CoC's Housing Inventory Chart, to collect UDEs and program information on all clients served regardless of whether the program participates in HMIS. UDEs are the basis for producing unduplicated estimates of the number of people experiencing homelessness accessing services from homeless assistance projects, basic demographic characteristics of people experiencing homelessness, and patterns of service use, including information on shelter stays and homelessness over time.

The following UDEs must be captured and input into HMIS for each client served including children in all Emergency Shelter Programs, Emergency Solutions Grant (ESG), Supportive Housing Program (SHP), Veteran's Supportive Housing, and HOPWA:

- Name,
- Social Security Number (SSN),
- Date of birth,
- Race and Ethnicity,
- Gender,
- Veteran status,
- Disabling condition,
- Program start date,
- Program exit date,
- Destination,
- Relationship to Head of Household,
- Enrollment CoC,
- Housing move-in date, and
 - Rapid Re-Housing (RRH),
 - Permanent Supportive Housing (PSH), and
 - Permanent Housing (PH),
- Prior living situation, only applicable to the following:
 - Emergency Shelter,
 - Street outreach, and
 - Safe Havens.

Note: Refer to the [FY 2024 HMIS Data Standards Manual](#) for additional guidance on UDEs.

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Data Elements, Continued

**Veterans
Affairs (VA)
program
specific data
elements**

All VA-funded projects participating in HMIS are required to collect and enter relevant program specific data elements that include:

- Veteran's Information,
- Services Provided – SSVF,
- Financial Assistance,
- Percent of AMI (SSVF Eligibility),
- VAMC Station Number,
- HP Targeting Criteria,
- HUD-VASH Voucher Tracking, and
- HUD-VASH Exit Information.

Note: Refer to the [VA Program HMIS Manual](#) for additional guidance on the rationale, data collection instructions, and response descriptions for all VA data elements. HUD-VASH Project setup information can also be found in the [HUD-VASH Program HMIS Manual](#).

**Data elements
additional
information**

To obtain rationales and additional guidance on data collection for the various types of data elements, refer to the [Fiscal Year \(FY\) 2024 HMIS Data Standards Manual](#) available on the HUD Exchange website.

Technical Support and System Availability

Introduction This section outlines the technical support and system availability for the San Bernardino County Continuum of Care (SBC CoC) Homeless Management Information System (HMIS).

Technical support The Office of Homeless Services (OHS) will provide technical support to all Agency Administrators and HMIS end-users as needed. Technical support hours are Monday through Friday from 8:00 a.m. – 5:00 p.m. Pacific Standard Time (PST), excluding holidays.

OHS staff will respond in a timely manner to any requests for technical support made during the hours indicated above. For technical support, contact the Automated Systems Analyst (ASA) I, Jevita Webster at:

- Phone: (909) 501-0621,
- jevita.webster@hss.sbcounty.gov, and/or
- dbh-hmishelpdesk@hss.sbcounty.gov.

Assistance will be provided in the following areas:

- **Help Desk Support,**
 - Provided to help HMIS end-users access and utilize the SBC CoC HMIS, including technical support for installed SBC CoC HMIS software.
- **Trainings,**
 - User and report training.
- **System Customization,**
 - SBC CoC HMIS contains certain fields that can be tailored at no cost to the agency.
- **Reporting, and**
 - Training and technical assistance in accessing standardized reports.
- **Data Analysis.**
 - Interpreting reports.

End-user unable to resolve an issue with HMIS may contact the HMIS Help Desk at dbh-hmishelpdesk@hss.sbcounty.gov. The HMIS Help Desk will contact the HMIS vendor, Bitfocus, if they are unable to resolve the end-user's problem.

Downtime for upgrades and patches

Necessary downtime for SBC CoC HMIS upgrades and patches will be communicated by the HMIS System Administrator system wide. Notification will be made via e-mail with the schedule for service interruption. The notice will explain the need for the interruption and expected benefits or consequences.

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Technical Support and System Availability, Continued

**Unplanned
interruption to
service**

In the event of unplanned service interruption, the HMIS System Administrator will notify all participating agencies as soon as possible.

When an event occurs that makes SBC CoC HMIS inaccessible, the HMIS System Administrator will analyze and determine the problem. In the event it is determined that SBC CoC HMIS accessibility is disabled system-wide, the HMIS System Administrator will work with the software vendor to repair the problem. As soon as the problem is identified, participating agencies will be informed of the estimated system availability. The HMIS System Administrator will notify participating agencies via e-mail when service has resumed.

**HMIS Policies
and Procedures
System Manual**

Every HMIS end-user will receive a copy of this **HMIS Policies and Procedures System Manual**.

OHS will provide this **HMIS Policies and Procedures System Manual** initially at user training. The manual will provide users with the guidelines to use HMIS.

System Architecture and Security

Introduction	<p>This section outlines the system architecture and security for the San Bernardino County Continuum of Care (SBC CoC) Homeless Management Information System (HMIS).</p>
Encryption management	<p>Client Protected Personal Information (PPI) stored in the central server will always be encrypted, except during specific procedures.</p> <p>Client's confidential information will only be decrypted when the SBC CoC HMIS server becomes obsolete and needs a technology upgrade. Should this need arise, the HMIS System Administrator, on behalf of the vendor, will obtain the written permission of the Executive Management of each participating agency to perform the decryption and subsequent database conversion to a new technology.</p>
Anti-virus protection	<p>All participating agency computers and networks must have up-to-date anti-virus software installed for protection.</p> <p>The anti-virus software should be updated regularly to maintain maximum protection from the most recent released viruses. In addition, Agency Administrators should update and install the latest security patches for their operating system which are available from the manufacturer.</p> <p>The vendor will take all necessary precautions to prevent any destructive or malicious program (virus) from being introduced to SBC CoC HMIS. The vendor will ensure the following:</p> <ul style="list-style-type: none">• Antivirus software (i.e.: Norton Anti-Virus) and live updates are scheduled regularly, and• Real-time virus scan is enabled.

Violations

Introduction	This section provides information about San Bernardino County Continuum of Care (SBC CoC) Homeless Management Information System (HMIS) violations.
Right to deny access	<p>The HMIS System Administrator has the right to deny user access to the SBC CoC HMIS if a user has violated any of the policies in this system manual. Any user suspected of violating a policy may be subject to suspension of user privileges until the violation can be resolved.</p> <p>If deemed necessary for the immediate security and safety of SBC CoC HMIS data, the HMIS System Administrator has the right to deny or revoke user access to SBC CO CoC HMIS. The executive leadership of the non-profit organization will resolve the violation of any security protocols. If the executive leadership of the non-profit organization does not take action to resolve the violation, OHS will report to the CoC governance board.</p>
Reporting a violation	<p>HMIS users must report security violations to the HMIS System Administrator.</p> <p>All HMIS users are obligated to report suspected instances of noncompliance. The Agency Administrator must report violations to the HMIS System Administrator. The HMIS System Administrator will review policy violations and recommend corrective and/or disciplinary actions.</p>
Possible sanctions	<p>OHS will investigate all potential violations of any security protocols and may sanction any user found to be in violation. Both the agency and/or user may be sanctioned accordingly.</p> <p>Sanctions by OHS include, but are not limited to:</p> <ul style="list-style-type: none">• Disable account in question,• Advise the non-profit of violation, and• Ensure non-profit take appropriate action.

Grievances

Introduction This section provides information regarding San Bernardino County Continuum of Care (SBC CoC) Homeless Management Information System (HMIS) grievances.

Client grievance process Clients have the right to file a grievance with the participating agency in which they have a grievance. Participating agencies will report all client grievances to the San Bernardino County Office of Homeless Services (OHS).

Each participating agency is responsible for answering questions and responding to grievances from its own clients regarding SBC CoC HMIS. After a client has filed a SBC CoC HMIS related complaint with the participating agency, the participating agency must follow the process below:

Stage	Description
1	Participating agency sends written notice of the grievance and response to OHS. Note: The participating agency must keep all grievances and responses on file at the agency site.
2	HMIS System Administrator records all grievances and reports them to the appropriate SBC CoC committee.
3	Appropriate action will be taken by the HMIS System Administrator as required by the appropriate SBC CoC committee.

The SBC CoC has overall responsibility for local SBC CoC HMIS effectiveness and will respond to correct the issue when:

- Users and/or participating agencies fail to follow the terms set forth in the following:
 - SBC CoC HMIS Policies and Procedures System Manual,
 - HMIS Participating Agency Memorandum of Understanding (MOU), and/or
 - End-User Request Form.
- The following occurs:
 - A breach of client confidentiality, or
 - Intentional misuse of client data.

Agency grievance process Participating agencies will report all agency-generated SBC CoC HMIS related grievances to OHS. If the grievance is related to a problem with SBC CoC HMIS, it must be reported to the HMIS System Administrator. Corrective action will be taken if system-wide changes are warranted.

For SBC CoC HMIS to serve as an adequate tool for agencies and provide a more accurate picture of the region's homelessness, any grievances related to problems with SBC CoC HMIS must be addressed by the agency in conjunction with OHS to achieve the goal of affecting systemic change where necessary.

Acknowledgement

I acknowledge that I have received a written copy of the San Bernardino County Continuum of Care (SBC CoC) Homeless Management Information System (HMIS) Policies and Procedures Manual. I understand the terms of SBC CoC HMIS Policies and Procedures and I agree to abide by them.

Agency Name: _____

Printed Name: _____

Signature: _____

Date: _____