



**REQUEST FOR STATEMENT OF  
QUALIFICATIONS**

**FOR**

**FLEXIBLE SUPPORTIVE RE-HOUSING  
PROGRAM**

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
FOR  
FLEXIBLE SUPPORTED RE-HOUSING PROJECT  
COUNTY OF SACRAMENTO  
DEPARTMENT OF HUMAN ASSISTANCE (DHA)**

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# 1.0 GENERAL INFORMATION

## 1.1 Scope of Work

### 1.1.1 Background and Purpose

The Sacramento County (County) Department of Human Assistance (DHA) is seeking qualified agencies to enter into a Supportive Housing Services Master Agreement (SHSMA) with the County to provide Intensive Case Management Services (ICMS) or Property Related Tenant Services (PRTS). Agencies interested in providing ICMS cannot also apply for PRTS.

On September 12, 2017, the County Board of Supervisors (Board) approved four County Homeless Initiatives, including the Flexible Supportive Rehousing Program (FSRP) to be administered by DHA.

The FSRP will utilize ongoing ICMS and PRTS to provide community-based supportive housing options for 250 high utilizers of costly County systems and services who are chronically or long-term homeless. The County identifies the target population (client) using cost and homeless data. The chief goal of the FSRP is to obtain stable, permanent supportive housing for the target population to result in improved quality of life for the individual and a reduction in costs to the County system. In addition to ongoing ICMS and PRTS services, participants will receive ongoing rental assistance either through a local flexible rental assistance fund or through Housing Choice Vouchers (HCV). PRTS services may also be requested in conjunction with other County-administered programs serving persons experiencing homelessness.

The objective of this Request for Statement of Qualifications (RFSQ) is to secure qualified agencies to provide ICMS and PRTS. Agencies may submit a Statement of Qualifications (SOQ) to provide 1) ICMS or 2) PRTS; agencies cannot submit a SOQ for both ICMS and PRTS. SHSMAs will be offered to all agencies determined to be qualified.

Upon DHA's execution of SHSMAs, the qualified agencies will become County Contractors and solicited to provide ICMS or PRTS as needed under Work Orders to be issued by County. Work Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. The issuance of a Work Order is at the discretion of the County.

### 1.1.2 Intensive Case Management Services (ICMS)

ICMS form the core of the services in the FSRP. ICMS can be provided in a variety of settings including interim housing, rapid rehousing, permanent supportive housing, field based locations, community based locations, health and behavioral health facilities, sobering centers, recuperative care centers, criminal justice and custody facilities, and other settings as needed to end homelessness and support the community reintegration of persons leaving institutions.

The ICMS provider must be able to dedicate at least one (1) case manager per 20-25 County-assigned clients. The case manager will be responsible for and capable of locating and engaging with the clients assigned to their agency, with the goal of enrolling the persons into the FSRP. Once enrolled, the frequency and intensity of services should be tailored to the need of the individual client; the services will change over time depending on client needs. The ICMS

providers will employ a “whatever it takes approach” to assist a client in their transition from homelessness to housing stability. The ICMS provider must be able to hire and support case managers who can seamlessly deliver and/or develop linkages to assist clients with accessing a range of services that might include a mental health intervention if a client is in crisis or transportation and assistance with completing forms for a client who needs to go to the Department of Motor Vehicles (DMV) for a California ID. At the core of the service delivery model is the trust that the case manager develops with the client to assist the individual in their journey toward improved health and well-being.

The ICMS staffing model shall include a project manager and intensive case managers. The intensive case manager caseload will be one (1) intensive case manager to 20-25 clients. Actual caseloads will vary and will be specified in executed Work Orders. All intensive case managers must have experience working with persons actively experiencing chronic or long-term homelessness and with mental illness, health issues, and substance use disorders. Intensive case managers are typically bachelor degree-level social workers or social workers with advanced degrees; extensive experience with the target population or a similar population may be used in lieu of degree completion. Project managers are usually licensed social workers or other licensed clinicians, however, if this level of staffing is not available for the role of project manager, the agency must guarantee some degree of access to licensed or clinical staff person for case managers for consultation purposes.

Providers of ICMS will receive \$450 per client per month for all services related to intensive case management.

ICMS includes, but is not limited to, the following:

- Ongoing outreach and engagement to the target population including field and community based locations, health and behavioral health facilities, interim and bridge housing settings, criminal justice and custody facilities, and other locations as needed to engage clients. Provider will work with County to locate the participant based on system usage and other known information.
- Assisting clients with rental application including paperwork required by property owners, Housing Authorities and the Housing Choice Voucher Program (HCV).
- Assistance with mental health and life skills services and referrals.
- Establishment of a case management plan including but not limited to establishing future goals, improvement of behaviors associated with past criminal histories, drug use, reduction in frequency and quantity of drug and alcohol use, coping with mental health disorders, coping with chronic medical problems, improvement of interpersonal relationships.
- Help accessing public benefits, educational, vocational and employment service opportunities, as appropriate and requested by the client.
- Assistance with budgeting and money management.
- Assistance with substance use disorder services and referrals with a focus on harm reduction.

- Referrals to primary medical care, mental health services, and other community services, as needed and requested by the client.
- Assistance in obtaining clothing and food.
- Assistance with domestic violence and safety planning services and referrals.
- Transportation assistance.
- Assisting clients with maintaining medication regimen.
- Assistance with temporary housing until client moves into permanent housing.
- Assistance with monitoring any legal issues and making appropriate referrals while addressing any barriers to accessing and maintaining housing and services (e.g., credit history, criminal records, pending warrants, etc.).
- Collaboration with PRTS and property owner to ensure individuals provide authorization to receive the support they need to remain housed and stable, including attending and/or convening periodic meetings with partners to problem-solve around behavioral, building, and community issues.
- Provision of on-going training to ICMS staff to ensure services are appropriate and to promote continuous quality improvement.
- Maintenance of program and client records and participation in the Sacramento County Homeless Information Network Ecosystem (SHINE) database and participation in Homeless Management Information System (HMIS).
- Submit reports and invoices as requested and in a timely manner and provide all required supporting documentation.
- Comply and deliver services in accordance with Master Agreement and Work Order deliverables and objectives.

Ongoing collaboration with County and PRTS to resolve issues related to individual clients through regular case conferencing and to continuously improve overall program services and impact.

DHA may provide additional services through linkage to other partners, including neighborhood clinics, mobile services, and/or on-site services.

### 1.1.3 Property Related Tenant Services (PRTS)

PRTS includes property management services, customer service, and coordination with ICMS providers to ensure that tenants (“tenant” is used interchangeably with “client”), receive the support they need to locate and secure permanent housing and to remain housed and stable. PRTS include housing location services, procurement of housing in a variety of settings, site maintenance and repair, building security, resident evaluation, move-in procedures, rent

payments, utilities, etc. PRTS providers should have a tenant-centered approach and provide excellent customer service that is sensitive to the challenges that homeless persons with a range of issues face as they move into and maintain permanent housing. The PRTS providers will establish positive and collaborative relationships with ICMS providers to obtain the tenants authorization to assist tenants resolve issues that threaten their housing stability and to problem-solve tenant, building, and community issues.

Providers of PRTS will receive \$250 per client per month for all services required to manage the flexible rental subsidy fund, secure safe and decent permanent housing and ensure tenant stability and good owner relations.

The PRTS provider will manage all rental assistance payments and other financial assistance provided through the FSRP flexible rental subsidy fund; a separate budget for rental assistance will be included in any issued Work Order. Prior to the issuance of the first Work Order, in conjunction with DHA, the selected provider will develop detailed program rules associated with managing financial assistance and PRTS including property standards and inspections, rent standards (tenant portion, maximum rents, etc. ), other financial assistance (deposits, holding units).

PRTS includes, but is not limited to, the following:

- Customer Service: Treat all tenants and colleagues with respect and resolve tenant, building, and community issues efficiently and effectively.
- Housing location services including assisting clients with locating affordable permanent housing, establishing relationships with landlords/agencies willing to provide affordable permanent housing to clients, and providing assistance with negotiating rental agreements.
- Leasing and/or Master Leasing: Capacity to lease and/or master lease units/properties to be used for supportive housing
- Site Maintenance and Repair: Inspect the buildings regularly, including individual residential units, and maintain property to a high standard of cleanliness and repair. Assess properties for improvements to the overall aesthetic and functioning of the sites and propose changes and/or improvements to property owner. Promote a healthy building environment that contributes to tenants' overall stability and well-being.
- Resident Evaluation and Move-in Procedures: Employing a "screening in" philosophy, interview referred housing applicants, obtain their authorization, and conduct all applicable follow-up. Prepare lease agreements and coordinate lease signing in conjunction with Housing Authority when tenant is receiving an HCV. Coordinate tenant move-in, and work with support service providers to jointly orient new tenants to the building.
- Administer local financial assistance (ongoing) including rental subsidy payments and move-in assistance funds to assist clients with timely security deposits, household goods and furnishings, utility deposits, etc. As necessary, collect tenant portion of rent to ensure timely

payments to owners. Ensure strong financial controls are in place to govern the disbursement of funds with robust capabilities for tracking, reporting and data analysis.

- Coordinate with Sacramento Housing Authority as the County Public Housing Authority at both a client and program level to coordinate appropriate applications for HCV and to maximize use of HCV resources.
- Rule Enforcement: Enforce the residential lease and program policies and procedures related to property management and house rules. Coordinate with ICMS providers to maximize housing retention.
- Annual Income Re-certification and Rent Adjustment: Re-certify tenants' income annually and adjust rent levels accordingly. Coordinate with Housing Authority on all necessary HCV certifications and procedures.
- Eviction Prevention: Work with ICMS to help tenants resolve issues that threaten their housing stability.
- Tenancy Termination or Eviction: Apply policies and procedures and adhere to any legal requirements related to termination of tenancies or evictions as needed. Communicate clearly with tenants and support services about issues connected to tenancy termination and evictions. Educate support services staff about related laws and procedures.
- Tenant Satisfaction: Develop, conduct, and analyze an annual survey to assess tenant satisfaction with property management services and adjust services as necessary and appropriate. The selected property management provider will also assess tenant satisfaction on a continual basis through feedback gained via one-on-one conversations, and tenant meetings.
- Utilities, Services, and Other Property Related Bills: Pay all utility, services, taxes, insurance etc. bills necessary to maintain a safe and secure building environment for tenants and staff.
- Staffing: Provide on-going training to property management staff to promote continuous quality improvement.
- Property Ownership and Asset Management: Capacity to own property and provide long term asset management in the event that property ownership becomes available in the future.
- Capital Improvements Intermediary (CII): Serve as a CII in order to fund a range of activities to complete capital projects, such as: hiring and/or funding consultants to perform feasibility analyses, architectural services and other professional services needed to accomplish capital projects; funding of construction, including renovation and new construction; and purchasing one-time start-up goods, such as furniture, computers and other appropriate materials and supplies.
- Collaboration: Partner with County, ICMS and property owner to ensure tenants receive the support they need to remain housed and stable. This includes attending and/or convening

periodic meetings with partners to problem-solve around tenant, building, and community issues.

- Record Maintenance, Timely Reporting, and Invoicing: Maintain data tracking systems to assure that accurate building and tenant information is available at all times. Maintain complete tenant files on-site. Submit reports as requested and in a timely manner. Submit monthly invoices on time and provide all required supporting documentation such as monthly rent rolls.
- Contract compliance: Comply and deliver services in accordance with Master Agreement and Work Order deliverables and objectives.
- Ongoing collaboration with County and PRTS to resolve issues related to individual clients through regular case conferencing and to continuously improve overall program services and impact.

## 1.2 Agency's Minimum Qualifications

Interested and qualified agencies that can demonstrate their ability to successfully provide the required services outlined in this RFSQ are invited to submit an SOQ provided they meet the following requirements:

- 1.2.1 ICMS providers must have at least three (3) years of experience in the last ten (10) years providing ICMS similar to the services stated in sub-paragraph 1.1.2 – Scope of Work of this RFSQ to people who are chronically or long-term homeless with complex behavioral health and other needs.
- 1.2.2 PRTS providers must have at least three (3) years of experience in the last ten (10) years providing PRTS (property management, property ownership and asset management, customer service, and coordination with service providers) similar to the Services stated in in sub-paragraph 1.1.3 – Scope of Work Scope of Work of this RFSQ to people who are chronically or long-term homeless with complex behavioral health and other needs.

## 1.3 Master Agreement Process

The objective of this RFSQ process is to secure qualified agencies to provide supportive housing services.

- 1.3.1 Master Agreements will be executed with all agencies determined to be qualified.
- 1.3.2 Upon the Department's execution of these Master Agreements, the qualified agencies will become County Contractors, and thereafter may be solicited to provide as needed services for ICMS or PRTS under Work Orders to be issued by the County. Work Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. Payment for work shall be specified in each individual Work Order. **The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.**



1.3.3 The Master Agreement includes various categories of services. Only those Contractors qualified will be issued a Work Order.

## **1.4 Master Agreement Term**

1.4.1 The term of the Master Agreement shall be from the time of execution through June 30, 2019. The County anticipates extending services on an annual basis for these 250 persons and expand the number of persons served pending direction from the Board of Supervisors.

1.4.2 DHA will continuously accept SOQs throughout the duration of the Master Agreement to qualify additional agencies. During the term of the Master Agreement, Master Agreements will become effective upon the date of execution by the Director of DHA or designee.

## 2.0 INSTRUCTIONS TO AGENCIES

### 2.1 RFSQ Anticipated Timetable

DATE	ACTIVITY	CONTACT/ PHONE	LOCATION
<b>Monday, November 20, 2017 9:00 a.m.</b>	RFSQ available to prospective proposers	<a href="mailto:FSRP-HomelessInitiative@SacCounty.net">FSRP-HomelessInitiative@SacCounty.net</a>	DHA 1825 Bell Street, Suite 200, Sacramento, CA 95825 And Online at: <a href="http://www.DHA.SacCounty.net">www.DHA.SacCounty.net</a>
<b>Open Continuous</b>	Deadline to Submit Qualifications	<a href="mailto:FSRP-HomelessInitiative@SacCounty.net">FSRP-HomelessInitiative@SacCounty.net</a>	<a href="mailto:FSRP-HomelessInitiative@SacCounty.net">FSRP-HomelessInitiative@SacCounty.net</a>
<b>Friday, December 15, 2017 5:00 p.m. DEADLINE</b>	Final date and time to submit Qualifications for a February 1, 2018 Start Date	<a href="mailto:FSRP-HomelessInitiative@SacCounty.net">FSRP-HomelessInitiative@SacCounty.net</a>	<a href="mailto:FSRP-HomelessInitiative@SacCounty.net">FSRP-HomelessInitiative@SacCounty.net</a>
<b>Upon Receipt</b>	Evaluation of proposals		DHA 1825 Bell Street, Suite 200, Sacramento, CA 95825
<b>**February 1, 2018</b>	<b>Master Agreement Begins</b>		

\* Contingent on resolution of the protest process

\*\* Contingent on Board of Supervisors' Approval

## 2.2 RFSQ Submission

### 2.2.1 Review

Review all sections carefully and follow all instructions in this packet. Submit qualification package in accordance with instructions in this packet to:

Email Box:

[FSRP-HomelessInitiative@SacCounty.net](mailto:FSRP-HomelessInitiative@SacCounty.net)

**QUALIFICATION PACKAGES WILL BE RECEIVED ON AN  
“OPEN CONTINUOUS BASES”  
HOWEVER, TO BE CONSIDERED FOR A FEBRUARY 1, 2018 CONTRACT  
START DATE, QUALIFICATIONS MUST BE RECEIVED,  
AT THE ABOVE EMAIL ADDRESS,  
NO LATER THAN 5:00 P.M., FRIDAY, DECEMBER 15, 2017**

**LATE SUBMITTALS WILL NOT BE CONSIDERED FOR THE  
FEBRUARY 1, 2018 START DATE**

### 2.2.1 Funding Cycle

**Sacramento County operates on a July thru June Fiscal year.**

The target start date for this Master Agreement Term is February 1, 2018 through June 30, 2019. During this term, added Agreements will become effective upon date of execution by the Director of DHA or designee.

### 2.2.3 Qualified Applicants

Public agencies, private for profit businesses, private nonprofit agencies may submit their qualifications for consideration.

### 2.2.4 Submission Questions

Please e-mail questions to [FSRP-HomelessInitiative@SacCounty.net](mailto:FSRP-HomelessInitiative@SacCounty.net).

### 2.2.5 71-J Provision

This contract may be subject to Section 71-J of the County Charter, which allows the County to contract for services that County employees perform for reasons of economy and efficiency if the contract does not cause the displacement of county employees, the county meets and confers with any organization that represents employees who perform the type of services to be contracted, and the 71-J bidding process is followed. If any County employee is scheduled to be laid off, demoted, or involuntarily transferred to a new qualification, the like position in the 71-J contract and the related dollars for that position must first be eliminated.

## 2.2.6 Administrative Rules and Requirements for Submission

All Statement of Qualifications to be submitted via email to:

[RFSQ-HomelessInitiative@SacCounty.net](mailto:RFSQ-HomelessInitiative@SacCounty.net)

Subject of email submission must read one of the following dependent upon which service is to be provided:

RFSQ 2018-012 – Intensive Case Management Services  
RFSQ 2018-012 – Property Related Tenant Services

All submissions must include the following attachments (Fillable Exhibits located at [DHA-SacCounty.net](#)):

Exhibit A	Cover Letter
Exhibit B	ICMS Provider Statement of Qualifications or PRTS Provider Statement of Qualifications
Exhibit C	Nonprofit Organization Status/Articles of Incorporation – provided by Applicant

Applicant must select to provide services for either Intensive Case Management Services (ICMS) or Property Related Tenant Services (PRTS); one provider cannot provide both services.

## 2.3 RFSQ Review/Qualification/Selection Process

### 2.3.1 Review Process

Adherence to minimum qualifications, the County shall review SOQ to determine if the Agency meets minimum qualifications outlined in RFSQ. Failure of the Agency to comply with the minimum qualification may eliminate its SOQ from any further consideration.

### 2.3.2 Disqualification Process

In the event a determination has been made to disqualify an Agency by the County during the Review process, the County will notify disqualified Agency.

### 2.3.3 Qualification/Selection Process

DHA will generally select Agencies that have experience in providing a broad range of ICMS and/or PRTS. However, in order to insure DHA has a varied pool of qualified Contractors, DHA may offer Master Agreements to Agencies that offer a narrow scope of services in more highly specialized areas.

DHA will execute Master Agreements with each selected Agency. All Agencies will be informed of the final selections.

### 3.0 Exhibits

#### 3.1 Exhibit A – Cover Letter

##### FLEXIBLE SUPPORTIVE RE-HOUSING PROGRAM

RFSQ NO. 2018-012

##### EXHIBIT A

##### RFSQ COVER LETTER AND PROPOSER'S STATEMENTS

##### INTENT TO MEET RFSQ REQUIREMENTS

TO: COUNTY OF SACRAMENTO  
DEPARTMENT OF HUMAN ASSISTANCE  
1825 Bell Street, Suite 200  
Sacramento, CA 95825

Attention: [FSRP-HomeInitiative@SacCounty.net](mailto:FSRP-HomeInitiative@SacCounty.net)

**SUBJECT: FLEXIBLE SUPPORTIVE RE-HOUSING PROGRAM**

TYPE OF BUSINESS/AGENCY: (CHECK ONE)

Public  Corporation  Private Nonprofit  Private for Profit  Individual Owner  Partnership

\_\_\_\_\_  
Name of Proposer (Legal Entity)

\_\_\_\_\_  
Name, Parent Corporation (if applicable)

\_\_\_\_\_  
Address of Proposer (Street, City, Zip Code)

\_\_\_\_\_  
Proposer's Federal Tax Identification Number

\_\_\_\_\_  
Contact Person (Please Print) (NAME, TITLE, PHONE NUMBER)

\_\_\_\_\_  
Fax Number of Proposer

\_\_\_\_\_  
E-Mail Address of Proposer

\_\_\_\_\_  
Name and title of person(s) authorized to sign for agency, Phone Number, Fax Number and E-Mail address

**FLEXIBLE SUPPORTIVE RE-HOUSING PROGRAM**  
**EXHIBIT A**  
**RFSQ NO. 2018-012**

PROPOSER'S STATEMENTS

1. Number of years prospective contractor has been in business under present business name, as well as prior or related business names: \_\_\_\_\_
2. Number of years prospective contractor has been licensed: \_\_\_\_\_
3. Number of years of experience prospective contractor has had in providing required, equivalent, or related services: \_\_\_\_\_
4. List contracts completed in last five years. If there are too many to list below, add an attachment.

<u>Year</u>	<u>Contracting Agency</u>	<u>Type of Service</u>	<u>Location</u>	<u>Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

5. List contracts, or other commitments (e.g. consulting arrangements), currently in force. If there are too many to list below, add an attachment.

<u>Year</u>	<u>Contracting Agency</u>	<u>Type of Service</u>	<u>Location</u>	<u>Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. Provide details of any failure or refusal to complete a contract.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FLEXIBLE SUPPORTIVE RE-HOUSING PROGRAM**  
**EXHIBIT A**  
**RFSQ NO. 2018-012**

7. If not a governmental agency, complete the following:

a. Does the agency hold a controlling interest in any other organization?

Yes  No

If yes, list organizations.

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b. Is the agency owned or controlled by any other person or organization?

Yes  No

If yes, list person(s) or organization(s).

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c. Financial interest in any other business: \_\_\_\_\_

d. Name of persons with whom the prospective contractor has been associated in business as partners or business associates in the last five years:

Name of Business Associate

Name of Business

_____	_____
_____	_____
_____	_____
_____	_____

8. Briefly describe the agency's experience in the service to be provided as well as the experience of principal individuals who would be involved in this project.

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**FLEXIBLE SUPPORTIVE RE-HOUSING PROGRAM**  
**EXHIBIT A**  
**RFSQ NO. 2018-012**

9. Briefly describe any litigation involving the agency, or principal officers thereof, in connection with any contract.

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10. Is all major equipment necessary to complete this project currently on hand?

Yes                                       No

If no, list all major equipment that needs to be purchased.

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11. List any commitments or potential commitments, which may impact assets, lines of credit, or guarantor letters, or otherwise affect the Proposers' ability to perform the contract services.

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### 3.2 Exhibit B – ICMS Provider Statement of Qualifications

**Flexible Supportive Rehousing Program (FSRP)  
Intensive Case Management Services (ICMS) Provider Statement of Qualifications**

**Agency Name:**

<b>Statement of Required Qualifications</b>  <b>NOTE: Your agency must have at least three (3) years of experience in the last ten (10) years providing the following services to a chronically or long-term homeless population.</b>	<ol style="list-style-type: none"> <li>1. Check “X” in the appropriate box to indicate “Yes” if your agency is qualified or “No” if your agency is not qualified to administer this service.</li> <li>2. If you respond “Yes”, please briefly describe your agency’s experience providing this service to a chronically or long-term homeless population.</li> <li>3. If you respond “No”, your agency will not be considered for a Master Agreement for the FSRP.</li> </ol>		
	<b>Yes</b>	<b>No</b>	<b>Yes-briefly describe your agency’s experience providing this service to a chronically or long-term homeless population with complex behavioral health and other needs.</b>
1. My agency can conduct field outreach and engagement to the target population in community based locations, health and behavioral health facilities, interim and bridge-housing settings, criminal justice and custody facilities, and other locations as needed to engage clients.			
2. My agency can assist clients with rental applications including paperwork required by property owners.			
3. My agency can assist with mental health and life skills services or referrals for these services.			
4. My agency can establish a case management plan including but not limited to establishing future goals, improvement of behaviors associated with past criminal			

histories, drug use, reduction in frequency and quantity of drug and alcohol use, coping with mental health disorders, coping with chronic medical problems, improvement of interpersonal relationships.			
5. My agency can help clients with accessing public benefits, educational, vocational and employment service opportunities, as appropriate and requested by the client.			
6. My agency can provide assistance with budgeting and money management.			
7. My agency can provide assistance with substance use disorder services or referrals for these services with a focus on harm reduction.			
8. My agency can coordinate referrals to primary medical care, mental health services, and other community services, as needed and requested by the client.			
9. My agency can provide assistance in obtaining clothing and food.			
10. My agency can provide assistance with domestic violence and safety planning services or referrals for these services.			
11. My agency can provide or arrange for transportation assistance.			
12. My agency can assist clients with maintaining medication regimen.			
13. My agency can provide/coordinate assistance with temporary housing until client moves into permanent			

housing.			
14. My agency can provide assistance with monitoring any legal issues and making appropriate referrals while addressing any barriers to accessing and maintaining housing and services (e.g., credit history, criminal records, pending warrants, etc.).			
<b>Statement of Required Qualifications</b>  <b>NOTE: If all other required qualifications are met, your agency must be willing to commit to the following services.</b>	<b>Yes</b>	<b>No</b>	<b>If your agency has qualifying experience, please provide a brief explanation.</b>
15. My agency can commit one full-time case manager (who is experienced working with persons experiencing chronic or long-term homelessness, with mental illness, health issues and substance use disorders) per 20-25 clients.			
16. FSRP case managers will have some degree of access to a licensed social worker or clinical staff within my agency for consultation.			
17. My agency will collaborate with the provider(s) of Property Related Services and property owner to ensure individuals provide authorization to receive the support they need to remain housed and stable, including attending and/or convening periodic meetings with partners to problem-solve around behavioral, building, and community issues.			
18. My agency is committed to the provision of on-going training to ICMS staff to ensure services are appropriate and to promote continuous quality improvement.			
19. My agency is committed to the maintenance of program and client records and participation in the Sacramento			

County Homeless Information Network Ecosystem (SHINE) database and participation in Homeless Management Information System (HMIS).			
20. My agency is committed to the submission of reports and invoices as requested and in a timely manner and provide all required supporting documentation.			
21. My agency is committed to complying and delivering services in accordance with Master Agreement and Work Order deliverables and objectives.			

**I affirm that I am an authorized signatory of my agency, (insert agency name here), and that I have read and accept the terms of the scope of work for the Flexible Supportive Rehousing Program (FSRP). I understand that should I meet the required qualifications, my agency will be issued a Master Agreement, however, I am not guaranteed any minimum amount of work and will not receive funding until the County has issued a Work Order to my agency. I understand the issuance of a Work Order is at the County’s discretion. If my agency is issued a Work Order, I certify my agency’s ability to perform the necessary intensive case management services, as described in this request, at the rate of \$450 per client/per month for as long as the client is enrolled in the FSRP.**

**Printed Name of Authorized Signatory:  
Title of Authorized Signatory:  
Date Submitted:**

### 3.3 Exhibit B – PRTS Provider Statement of Qualifications

**Flexible Supportive Rehousing Program (FSRP)  
Property Related Tenant Services (PRTS) Provider Statement of Qualifications**

**Agency Name:**

<p><b>Statement of Required Qualifications</b></p> <p><b>NOTE: Your agency must have at least three (3) years of experience in the last ten (10) years providing the following services to a chronically or long-term homeless population.</b></p>	<p><b>4. Check “X” in the appropriate box to indicate “Yes” if your agency is qualified or “No” if your agency is not qualified to administer this service.</b></p> <p><b>5. If you respond “Yes”, please briefly describe your agency’s experience providing this service to a chronically or long-term homeless population.</b></p> <p><b>6. If you respond “No”, your agency will not be considered for a Master Agreement for the FSRP.</b></p>		
	<b>Yes</b>	<b>No</b>	<p><b>Yes-briefly describe your agency’s experience providing this service to a chronically or long-term homeless population with complex behavioral health and other needs.</b></p>
<p>1. My agency can provide housing location services including assisting clients with locating affordable permanent housing, establishing relationships with landlords/agencies willing to provide affordable permanent housing to clients, and providing assistance with negotiating rental agreements.</p>			
<p>2. My agency has the capacity to lease and/or master lease units/properties to be used for supportive housing.</p>			
<p>3. My agency can regularly inspect buildings, including individual residential units, and maintain property to a high standard of cleanliness and repair. Assess properties for improvements to the overall aesthetic and functioning of the sites and propose changes and/or improvements to</p>			

<p>property owner. Promote a healthy building environment that contributes to tenants' overall stability and well-being.</p>			
<p>4. My agency can employ a "screening in" philosophy, interview referred housing applicants, obtain their authorization, and conduct all applicable follow-up. Prepare lease agreements and coordinate lease signing in conjunction with Housing Authority when tenant is receiving an HCV. Coordinate tenant move-in, and work with support service providers to jointly orient new tenants to the building.</p>			
<p>5. My agency can administer local financial assistance (ongoing) including rental subsidy payments and move-in assistance funds to assist clients with timely security deposits, household goods and furnishings, utility deposits, etc. As necessary, collect tenant portion of rent to ensure timely payments to owners. Ensure strong financial controls are in place to govern the disbursement of funds with robust capabilities for tracking, reporting and data analysis.</p>			
<p>6. My agency can enforce the residential lease and program policies and procedures related to property management and house rules and has the capacity to coordinate with ICMS providers to maximize housing retention.</p>			
<p>7. My agency can re-certify tenants' income annually and adjust rent levels accordingly. Coordinate with Housing Authority on all necessary HCV certifications and procedures.</p>			

8. My agency can work with ICMS to help tenants resolve issues that threaten their housing stability.			
9. My agency can apply policies and procedures and adhere to any legal requirements related to termination of tenancies or evictions as needed. Communicate clearly with tenants and support services about issues connected to tenancy termination and evictions. Educate support services staff about related laws and procedures.			
10. My agency has the capacity to pay all utility, services, taxes, insurance etc. bills necessary to maintain a safe and secure building environment for tenants and staff.			
11. My agency can develop the capacity to own property and provide long term asset management in the event that property ownership becomes available in the future.			
12. My agency can provide/coordinate assistance with temporary housing until client moves into permanent housing.			
13. My agency can provide assistance with monitoring any legal issues and making appropriate referrals while addressing any barriers to accessing and maintaining housing and services (e.g., credit history, criminal records, pending warrants, etc.).			
<b>Statement of Required Qualifications</b>  <b>NOTE: If all other required qualifications are met, your agency must be willing to commit to the following services.</b>	<b>Yes</b>	<b>No</b>	<b>If your agency has qualifying experience in, please provide a brief explanation.</b>
14. My agency can commit to treating all tenants and colleagues with respect and resolve tenant, building, and			

community issues efficiently and effectively.			
15. Coordinate with Sacramento Housing Authority as the County Public Housing Authority at both a client and program level to coordinate appropriate applications for HCV and to maximize use of HCV resources.			
16. My agency will work to develop, conduct, and analyze an annual survey to assess tenant satisfaction with property management services and adjust services as necessary and appropriate. The selected property management provider will also assess tenant satisfaction on a continual basis through feedback gained via one-on-one conversations, and tenant meetings.			
17. My agency can provide on-going training to property management staff to promote continuous quality improvement.			
18. My agency can serve as a CII in order to fund a range of activities to complete capital projects, such as: hiring and/or funding consultants to perform feasibility analyses, architectural services and other professional services needed to accomplish capital projects; funding of construction, including renovation and new construction; and purchasing one-time start-up goods, such as furniture, computers and other appropriate materials and supplies.			
19. My agency is committed to partnering with County, ICMS and property owner to ensure tenants receive the support they need to remain housed and stable. This includes attending and/or convening periodic meetings with partners to problem-solve around tenant, building, and community issues.			



<p>20. My agency is committed to maintaining data tracking systems to assure that accurate building and tenant information is available at all times. Maintain complete tenant files on-site. Submit reports as requested and in a timely manner. Submit monthly invoices on time and provide all required supporting documentation such as monthly rent rolls.</p>			
<p>21. My agency is committed to complying and delivering services in accordance with Master Agreement and Work Order deliverables and objectives.</p>			
<p>22. My agency is committed to ongoing collaboration with County and PRTS to resolve issues related to individual clients through regular case conferencing and to continuously improve overall program services and impact.</p>			

**I affirm that I am an authorized signatory of my agency, (insert agency name here), and that I have read and accept the terms of the scope of work for the Flexible Supportive Rehousing Program (FSRP). I understand that should I meet the required qualifications, my agency will be issued a Master Agreement, however, I am not guaranteed any minimum amount of work and will not receive funding until the County has issued a Work Order to my agency. I understand the issuance of a Work Order is at the County’s discretion. If my agency is issued a Work Order, I certify my agency’s ability to perform the necessary property related tenant services , as described in this request, at the rate of \$250 per client/per month for as long as the client is enrolled in the FSRP. The flexible subsidy pool for rental payments will be provided in a separate budget.**

**Printed Name of Authorized Signatory:  
Title of Authorized Signatory:  
Date Submitted:**

### **3.4 Exhibit C – Nonprofit Organization Status/Articles of Incorporation**

Nonprofit organizations must provide documentation of tax-exempt status from either the Internal Revenue Service or the Franchise Tax Board.

A copy of the organization's Articles of Incorporation and an authorization from the governing board allowing submission of the proposal must be included. If an organization is in the process of being incorporated by the California Secretary of State's Office, a proposal may be submitted contingent upon providing proof of the incorporation process, when completed.

Corporations must complete this process prior to the execution of a contract

**4.0 Appetencies** – Read Only Forms; to be completed and complied with at time of Contract Execution.

**4.1 Appendix A – Board of Director’s Resolution**

**RESOLUTION**

**BY THE BOARD OF DIRECTORS**

**WHEREAS**, Agreement No.   DHA-   with the COUNTY OF SACRAMENTO for the delivery of services by this organization has been determined to be in the best interest of the (1) by its duly constituted Board of Directors;

**NOW, THEREFORE, BE IT RESOLVED** that the persons named below are authorized to negotiate and execute on behalf of this corporation, said Agreement and any and all documents pertaining to this Agreement, and to submit claims for reimbursement and other financial reports required by said Agreement;

**AND FURTHERMORE**, that the signatures recorded below are the true and correct signatures of the designated individuals.

**AUTHORIZED TO EXECUTE CONTRACT:**

**AUTHORIZED TO SUBMIT CLAIMS:**

(2)  
TITLE

(5)  
TITLE

(3)  
NAME (Please print)

(6)  
NAME (Please print)

(4)  
SIGNATURE

(7)  
SIGNATURE

**CERTIFICATION**

I certify that I am the duly qualified and acting Secretary of (8),

a duly organized and existing California (9) (corporation/joint venture). The foregoing is a true copy of a resolution adopted by the Board of Directors of said corporation/joint venture, at a meeting legally held on, (10) and entered into the minutes of such meeting, and is now in full force and effect. Normally scheduled meetings of the Board of Directors are held each (11)

DATE: (12)

(13)  
NAME (PLEASE PRINT)

## 4.2 Appendix B – Insurance Requirements

### Insurance Requirements

A sample of the insurance exhibit included in the standard Sacramento County agreement follows this page.

The types of insurance and minimum limits required for any agreement resulting from this RFSQ are specified in this sample insurance exhibit. A contract negotiated following this RFSQ will include the attached insurance exhibit.

If agency's current insurance coverage does not conform to the requirements of the attached insurance exhibit, **DO NOT OBTAIN ADDITIONAL INSURANCE UNTIL A CONTRACT IS OFFERED.**

You must complete and sign the Applicant's Statement Regarding Insurance Coverage, on the last page of this Exhibit. If the Applicants Statement Regarding Insurance Coverage is not included in your package, your packet will not be considered by the department.

If your packet is chosen for contract award, and your current insurance does not meet the requirements specified in the attached insurance exhibit, you must provide proof of the required insurance coverage within five working days of the date a formal contract offer is made by the County.

Contact Eric Moscrop Contract Manager, 875-3558, for any further information you may require regarding insurance coverage.

**COUNTY OF SACRAMENTO  
INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. COUNTY's requirements shall be reasonable, but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**I. VERIFICATION OF COVERAGE**

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. Certificate(s) must clearly state the required types of insurance and the associated limits, including Sexual Molestation and Abuse. **Copies of required endorsements must be attached to the provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by County before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance or endorsements offered in compliance with these specifications.

**II. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- A. **General Liability:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, Sexual Molestation and Abuse, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. **Automobile Liability:** Insurance Services Office's Commercial Automobile Liability coverage form CA-0001.

Commercial Automobile Liability: Auto coverage symbol "1" (any auto) for corporate/business-owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

Personal Automobile Liability: Personal Lines automobile insurance shall apply if vehicles are individually owned.

- C. **Workers' Compensation:** Statutory requirements of the State of California and Employer's Liability Insurance.
- D. **Professional Liability** or Errors and Omissions Liability insurance, including Sexual Molestation and Abuse coverage (unless included under the CONTRACTOR's General Liability), appropriate to CONTRACTOR's Profession.

- E. **Umbrella** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverages (other than Professional Liability) designated under the Minimum Scope of Insurance.
- F. **Cyber Liability** including errors and omissions, identity theft, information security, and privacy injury liability. Coverage shall include but is not limited to:
  1. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.
  2. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
  3. Administrative expenses for forensic expenses and legal services.
  4. Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
  5. Identify event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

**III. MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$1,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000
Sexual Molestation and Abuse	\$250,000/\$1,000,000
	(Per person or occurrence/annual aggregate)

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project)

- B. Automobile Liability:
  1. Commercial Automobile Liability for Corporate/business-owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
  2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
- C. Workers' Compensation: Statutory.
- D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

- E. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate, including Sexual Molestation or Abuse (unless coverage provided by Commercial General Liability Policy.) Sexual Molestation or Abuse may be included under Professional Liability with a sublimit not less than \$250,000 per person or occurrence and \$1,000,000 annual aggregate.
- F. Cyber Liability including Identity Theft, Information Security and Privacy Injury Liability; \$1,000,000 per claim or incident and \$1,000,000 aggregate.

**IV. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retention that applies to any insurance required by this Agreement must be declared and approved by COUNTY.

**V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

**VI. OTHER INSURANCE PROVISIONS**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.
- B. Maintenance of Insurance Coverage: The Contractor shall maintain all insurance coverage and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.
- C. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

**VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

- A. Additional Insured Status: COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.
- B. Primary Insurance: For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects: COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- C. Severability of Interest: CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Subcontractors: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR's subcontractor.

**VIII. PROFESSIONAL LIABILITY**

Professional Liability Provision: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

**IX. WORKERS' COMPENSATION**

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers.

**X. NOTIFICATION OF CLAIM**

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process if a lawsuit.



### **4.3 Appendix C – Child Support Ordinance**

#### **CHILD SUPPORT COMPLIANCE CERTIFICATION:**

- A. CONTRACTOR’S failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor’s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR’S failure to cure such default within 90 days of notice by COUNTY shall be ground for termination of this Agreement.
- C. If CONTRACTOR has a Principal Owner, Contractor shall provide Principal Owner information to the COUNTY upon request. Principal Owner is defined for purposes of this agreement as a person who owns an interest of 25% or more in the CONTRACTOR. Information required may include the Principal Owner’s name, address, and social security number. Failure to provide requested information about a Principal Owner within 60 days of request shall be deemed a material breach of this contract and may be grounds for termination.

#### **4.4 Appendix D – Nondiscrimination Clause/Statement of Compliance**

- A. CONTRACTOR shall not discriminate against any employee or proposer for employment because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability. CONTRACTOR shall take affirmative action to provide that proposers are employed and that employees are treated during employment without regard to their race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and proposers for employment, notices to be provided by CONTRACTOR setting forth the provisions of this Equal Opportunity Clause.
- B. CONTRACTOR agrees and assures COUNTY that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended, California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15 and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of distinctions based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability be excluded from participation in or be denied the benefits of , or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement. For the purposes of this Agreement, discrimination based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any services; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of service on the basis of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability of the participants to be served. For the purposes of this Agreement, facility access for the disabled must comply with the Rehabilitation Act of 1973, Section 504. COUNTY and CONTRACTOR will take affirmative action to insure that intended beneficiaries are provided services without regard to race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability

This assurance is given in consideration and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the CDSS Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By making this assurance, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, COUNTY shall have the right to invoke all remedies available at law or equity, and specifically including fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

- C. CONTRACTOR shall provide an atmosphere free of sexual harassment for its employees, clients, volunteers, and employees.
- D. CONTRACTOR shall in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified proposers will receive consideration for employment without regard to race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability.
- E. CONTRACTOR shall send, to each labor union or representative of workers with which it has a collective bargaining agreement, a notice to be provided by CONTRACTOR, advising the labor union or worker's representative of CONTRACTOR'S commitment under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and proposers for employment.
- F. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

## 4.5 Appendix E – Debarment and Suspension Certification

CONTRACTOR agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify, to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
5. Shall notify COUNTY within ten days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification from all its subcontractors funded through this Agreement that subcontractor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor has become debarred or suspended or is otherwise ineligible or voluntarily excluded from covered transactions by any federal department or agency.

## 4.6 Appendix F – Five or More Employees Statement

Under Federal and State employment tax law, the County must resolve the basic question of whether to treat the service provider as an employee or as an independent contractor. This form was designed to simplify the process of resolving tax status determination as required under the Internal Revenue Service (IRS) rules. Please complete the following employee statement.

## 4.7 Appendix G – Good Neighbor Policy

### THE CONTRACTOR SHALL:

- A. CONTRACTOR shall comply with COUNTY'S Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
  1. Provision of parking adequate for the needs of its employees and service population;
  2. Provision of adequate waiting and visiting areas;
  3. Provision of adequate restroom facilities located inside the facility;
  4. Implementation of litter control services;
  5. Removal of graffiti within seventy-two hours;
  6. Provision for control of loitering and management of crowds;
  7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
  8. Participation in area crime prevention and nuisance abatement efforts; and
  9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY'S individualized assessment of CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR'S compliance with the required good neighbor practices specified in this section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within the specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

CONTRACTOR'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

## 4.8 Appendix H – Charitable Choice Policy

CONTRACTOR certifies that if it identifies as a faith-based religious organization, and receives direct funding from one of the following funding sources:

- Substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT);
  - The Projects for Assistance in Transition from Homelessness (PATH) formula grant program;
  - Substance Abuse and Mental Health Services Administration (SAMSHA) discretionary grants; or
  - General Temporary Assistance for Needy Families (TANF), that
1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54; or Title 45, Code of Federal Regulations (CFR) Part 260, whichever applies to this Agreement.
  2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution.
  3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from Federal, State or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR Part 54.4) and (45 CFR Part 260(b)(2)).
  4. CONTRACTOR shall not expend any Federal, State or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR Part 54.5) and (45 CFR Part 260(c)).
  5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42CFR Part 54.7) and (45 CFR Part 260(f)).
  6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR.
  7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR Part 54.8) and (45 CFR Part 260(g)(1)).
  8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR Part 54.8) and (45 CFR Part 260(g)(3)).

If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR Part 54.7 to the extent that 42 CFR Part 54.7 conflicts with 42 U.S.C. 2000e-1.

## 4.9 Appendix I – Additional Information

CONTRACTOR shall read and comply with all the provisions of this section.

### A. 71-J PROVISION:

This contract may be subject to Section 71-J of the County Charter, which allows the County to contract for services that county employees perform for reasons of economy and efficiency if the contract does not cause the displacement of county employees, the county meets and confers with any organization that represents employees who perform the type of services to be contracted, and the 71-J bidding process is followed. If any county employee is scheduled to be laid off, demoted, or involuntarily transferred to a new qualification, the like position in the 71-J contract and the related dollars for that position must first be eliminated.

### B. CONFIDENTIALITY

1. Personally Identifiable Information (PII) is information directly obtained in the course of performing an administrative function on behalf of a welfare program, such as determining eligibility, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, address, social security number, date of birth, driver's license number or identification number. PII may be electronic or on paper.
2. As required by State and Federal laws and regulations, including California Welfare and Institutions Code Section 10850 and Division 19-000 of the State Department of Social Services Manual of Policies and Procedures, Confidentiality, Fraud, Civil Rights and State Hearings, CONTRACTOR is required to safeguard PII and not publish or disclose, use or permit, or cause to be published, disclosed, or used, any PII pertaining to an applicant or recipient for any purpose not directly connected with the administration of public social services. Access to this PII is restricted to only those staff that needs PII to perform their official duties as specified in this contract.
3. CONTRACTOR must use all reasonable measures to prevent non-authorized personnel and visitors from accessing, controlling, or viewing this PII.
4. CONTRACTOR staff is not to access their own public assistance records, nor the records of friends, family, acquaintances, co-workers, or tenants for any reason.
5. CONTRACTOR agrees to inform all of its employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state law is a misdemeanor.

### C. SECURITY

1. CONTRACTOR staff for whom CalWIN accounts or other DHA accounts are requested must be 18 years or older and must first comply with the following: pass a California State Department of Justice security clearance, complete the DHA security training, sign the DHA Staff Statement of Confidentiality (DHA form SC63), and sign the DHA security agreement (DHA form SC1170).
2. CONTRACTOR shall ensure that data containing PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Such data must not be removed from the premises except for routine business purposes. Such data shall not be left unattended at any time in vehicles or airplanes and in checked baggage on commercial airplanes.

3. CONTRACTOR shall dispose of paper documents containing PII through confidential means, such as cross cut shredding and pulverizing.
4. CONTRACTOR shall ensure that only the minimum amount of PII is downloaded onto systems, electronic equipment, and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, when absolutely necessary for current business purposes.
5. CONTRACTOR shall ensure that all PII is wiped from systems, electronic equipment, and media when the data is no longer legally required.
6. CONTRACTOR shall ensure that all e-mails that include PII that are sent outside of its e-mail environment are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution
7. CONTRACTOR shall ensure that all computers, laptops, notebooks, and other systems that process and/or store PII have commercial third-party anti-virus software installed and that such software is updated when new anti-virus definitions or software releases are available.
8. CONTRACTOR shall ensure that all electronic equipment and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, that contain PII are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.

**D. IN THE EVENT OF PII INCIDENTS**

1. Incidents include actual or suspected intrusion, loss or unauthorized use or disclosure of PII.
2. In the event of an incident, CONTRACTOR shall immediately, no later than within 24 hours, notify the COUNTY by telephone call or e-mail. Telephone 916 875-3610 or e-mail [DHA-ISO@saccounty.net](mailto:DHA-ISO@saccounty.net). CONTRACTOR shall provide a description of the incident, including date, time, and location; numbers of documents, files, and records; names of all participants affected; description of the PII and its source; type of system, equipment, or media affected; description of how the data was physically stored, contained, or packaged; names of persons involved; probable causes; corrective actions taken or planned; if the incident was reported to law enforcement, the law enforcement report number; and any other details about the incident as requested by COUNTY.
3. In the event of an incident, if requested by COUNTY, CONTRACTOR shall immediately, for the purpose of reviewing compromised PII:
  - Allow COUNTY to access and review the content of CONTRACTOR's systems, equipment, and media affected by the incident.
  - Provide to the COUNTY copies of electronic documents and records containing PII that resided on CONTRACTOR's systems, equipment, or media at the time of the incident.
4. If a breach of security has occurred in the CONTRACTOR's use of PII provided by the COUNTY, the CONTRACTOR is responsible for any and all breach notifications and associated costs to the extent the breach of security was caused in whole or part by the negligence, recklessness or intentional error or omission of Contractor. The means and contents of any breach notifications must first be approved by the COUNTY.



**E. REPORTING REQUIREMENTS**

The contractor will be required to complete monthly reporting documents to capture required DHA and CDSS information. Information required by State and Federal governments changes rapidly, thus requiring changes in reporting during the contract period. The contractor must have in place a comprehensive management information system and system unit to comply with the changing fiscal and performance reports required. The successful applicant will be required to provide timely information on shelter turn away numbers using the procedure and format that will be provided by DHA. The successful applicant will be required to enter full required information into the Homeless Management Information System (HMIS) in the prescribed timeframe as dictated by DHA.

**F. INFORMATION SYSTEM COMMUNICATION NEEDED BY CONTRACTOR**

Both DHA and Proposer will be exchanging information. Proposals must include computer access to allow for sharing of case information while protecting participant confidentiality.

**G. EQUIPMENT OWNERSHIP**

County shall have and retain ownership and title to all equipment purchased by Proposer under this Agreement. Proposer shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. County shall inventory tag all equipment and shall conduct or require Proposer to conduct an annual physical inventory of the equipment. Proposer shall make all equipment available to County during normal business hours for tagging and inventory. Proposer shall deliver the equipment to County upon termination of this Agreement, unless County instructs otherwise or this Agreement is renewed or extended.

**H. CHILDREN'S EDUCATIONS RIGHTS**

CONTRACTOR shall ensure parents are informed of their children's educational rights. Upon admission to the program, parents shall be provided a brochure approved by Project Teach providing school district liaison contact information. Provision of this brochure will be documented in the case record. CONTRACTOR shall post in public view Project Teach approved posters detailing the educational rights of homeless children. CONTRACTOR shall participate at least quarterly in the Sacramento County Taskforce For the Education of Homeless Children to ensure collaboration with educational providers and assure consideration of the educational needs of children served in the program.