



**Request for Application No. OHS 22-01  
Homeless Housing, Assistance and  
Prevention Round 2 Program**

**San Bernardino County  
Office of Homeless Services  
215 North D Street, Suite 301  
San Bernardino, CA 92415-0044**

## I. INTRODUCTION

### A. Purpose

The San Bernardino County (County), Office of Homeless Services, hereafter referred to as OHS, designated by the San Bernardino County Continuum of Care (SBC CoC) as the Administrative Entity, is seeking Applications from interested and qualified Applicants to provide services under the Homeless Housing, Assistance and Prevention Round 2 (HHAP-2) Program. HHAP-2 funds are intended to provide funding to Continuums of Care (CoC), counties, and large cities (population of 300,000 or more) to support regional coordination and expand or develop local capacity to address homelessness challenges focused on moving homeless individuals and families, or individuals and families at-risk of homelessness, into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

There are five regions to be served within the SBC CoC: 1) Central Valley Region; 2) Desert Region; 3) East Valley Region; 4) Mountain Region; and 5) West Valley Region. Applicants who wish to provide services/assistance to more than one region must submit an Application for each region. The number of awards will be determined by the quality of the Applications received in consultation with each Regional Steering committee.

### B. Request for Application (RFA) Contact

All questions must be submitted to the person identified below (RFA Contact):

San Bernardino County  
Office of Homeless Services  
Attn: Gina Gonzales, Staff Analyst II  
215 North D Street, Suite 301  
San Bernardino, CA 92415-0044  
Phone: 909-501-0614  
Fax: 909-501-0622  
Email: [Gina.Gonzales@hss.sbcounty.gov](mailto:Gina.Gonzales@hss.sbcounty.gov)

Facsimile (fax) number listed above may only be used to submit questions. Applications will not be accepted by fax. Applications must be submitted electronically via email to the mailbox: [HomelessRFP@hss.sbcounty.gov](mailto:HomelessRFP@hss.sbcounty.gov).

### C. Budget

The estimated HHAP-2 funding amount available for distribution for programs and projects for the five regions is \$1,162,491. Funding for services specific to the needs of homeless youth is \$116,249, and \$72,656 for the Coordinated Entry System for a total distribution amount of \$1,351,396 for the SBC CoC. The estimated breakdown for the regions is as follows: 1) Central Valley Region: \$554,997; 2) Desert Region: \$222,524; 3) East Valley Region: \$131,094; 4) Mountain Region: \$89,535; and 5) West Valley Region: \$164,341.

### D. Contract Term

Services to be provided under this Request for Application (RFA) are outlined under Section V, Scope of Work. It is anticipated that the Contract period will begin June 1, 2022, and end on June 30, 2026. The commencement date of the Contracts is subject to change.

**E. Location of Services**

Services are to be provided, completed and managed throughout San Bernardino County. The five regions to be served are:

1. Central Valley Region: Encompasses the cities of Colton, Fontana, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, San Bernardino, Yucaipa, and the surrounding unincorporated communities.
2. Desert Region: Encompasses the cities of Adelanto, Apple Valley, Barstow, Hesperia, Victorville, and the surrounding unincorporated communities.
3. East Valley Region: Encompasses the cities of Needles, Twenty-nine Palms, Yucca Valley, and the surrounding unincorporated communities.
4. Mountain Region: Encompasses the cities of Big Bear and the unincorporated communities which include Blue Jay, Cedar Glen, Cedarpines Park, Crestline, Forest Falls, Green Valley Lake, Lake Arrowhead, Rimforest, Running Springs, Skyforest, Sugarloaf, and Twin Peaks.
5. West Valley Region: Encompasses the cities of Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland, and the surrounding unincorporated communities.

**F. Assistance to Applicants with a Disability**

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

**II. APPLICATION TIMELINE**

Release of RFA	Thursday, March 17, 2022
Application Workshop	Thursday, March 24, 2022 at 9:00 A.M. (Local Time)
Deadline for Submission of Questions	Thursday, March 24, 2022 by 5:00 P.M. (Local Time)
Deadline for Applications	<b>Friday, April 15, 2022</b> by 4:00 p.m. (Local Time)
Date for Tentative Contract Award	May/June 2022

**A. Application Workshop:**

Applicants are encouraged to participate in the Application Workshop via telephone/teleconferencing. If your agency plans to participate in the Application Workshop, please RSVP by emailing [HomelessRFP@hss.sbcounty.gov](mailto:HomelessRFP@hss.sbcounty.gov). Please type "Request for Teleconference Instructions for RFA OHS 22-01 HHAP-2" in the subject line of the email and include your name, phone number and email address in the body of the email. The workshop conference instructions and materials will be emailed to you prior to the Application Workshop date. Applicants may call in to a designated phone number or be provided a link to join the Web/Ex to participate in the Workshop scheduled for **9:00 A.M. on Thursday, March 24, 2022**. No physical attendance option will be available. The Application Workshop will clarify Program expectations, explain processes, and answer questions.

**B. Questions Submission Deadline:**

Questions regarding the contents of this RFA must be submitted in writing on or before the Deadline for Submission of Questions and directed to the RFA Contact. The deadline to submit questions is by 5:00 P.M. (local time) on Thursday, March 24, 2022. All questions will be answered and both the question and answer will be posted as an Addendum to the RFA on the Homeless Partnership website located at the following URL: <http://wp.sbcounty.gov/dbh/sbchp>.

**C. Application Submission Deadline:**

1. All Applications must be received no later than 4:00 P.M. (local time) on **Friday, April 15, 2022. Late or incomplete Applications will not be accepted.**
2. An electronic Application must be submitted via email to [HomelessRFP@hss.sbcounty.gov](mailto:HomelessRFP@hss.sbcounty.gov).

**III. DEFINITIONS**

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

- A. Administrative Entity (AE):** A unit of general purpose local government (city, county or a city that is also a county) or a nonprofit organization that has (1) previously administered federal Department of Housing and Urban Development (HUD) Continuum of Care (CoC) funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations, and (2) been designated by the CoC to administer program funds. For this Application, CoC and Administrative Entity are used interchangeably.
- B. Agency (BCSH):** The State of California Business, Consumer Services and Housing Agency.
- C. Board:** The San Bernardino County Board of Supervisors.
- D. Bridge Housing:** Temporary housing resources offered while working with clients with Permanent Supportive Housing as the final goal. Case managers, housing locators and employment specialists work with each family to access their unique needs and create a customized plan for achieving long-term stability and independence. Once in permanent housing, families build on their success with aftercare support from program staff and a network of community partners.
- E. Case Management:** The coordination of community-based services by a professional team to provide people the quality health care that is customized accordingly to an individual's setbacks or persistent challenges and aid them to their recovery. In addition, it can be defined as a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs.
- F. Continuum of Care (CoC):** A group of representatives of organizations, including nonprofit homeless 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, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within a geographic area to promote community wide commitment to the goal of ending homelessness; rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homes individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

- G. Continuum of Care (CoC) Housing Providers:** A network of Community Based Organizations partnered with the County to provide services to homeless individuals and families.
- H. Contract:** The Contract between the County and the Applicants resulting from the award issued pursuant to this RFA to the successful Applicants.
- I. Contractor:** Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.
- J. Coordinated Entry System (CES):** The CES is used to identify, assess and prioritize homeless individuals and families for housing and services based on vulnerability and severity of need. Designed to ensure people experiencing homelessness receive the right housing intervention and prioritize people who need supportive housing the most to be able to access it as quickly as possible.
- K. Council:** The Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code, now renamed as the California Interagency Council on Homelessness.
- L. Emergency Aid:** Any urgent and immediate services, which include housing that, will be provided to homeless individuals. Broad categories of uses include, but are not limited to, shelters, shelter beds, public toilets and shower facilities, tiny shed homes, etc.
- M. Emergency Shelter:** Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.
- N. Facilitator:** A County Purchasing Department buyer or designated individual tasked with managing the processes of the evaluation panel.
- O. General Service Area:** The geographically defined area where a service entity provides outreach and direct services to homeless people.
- P. Homeless:** The same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- Q. Homeless Data Integration System:** is a technology solution that allows the State of California to access and compile standardized homelessness data collected by individual CoCs in order to make data-driven policy decisions aimed at preventing and ending homelessness in California.
- R. Homeless Management Information System (HMIS):** A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by the U.S. Department of Housing and Urban Development, the Continuum of Care utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in targeted services. HMIS also includes the use of a comparable database by a victim services provider or legal services provider that is permitted under Part 576 of Title 24 of the Code of Federal Regulations.
- S. Homeless Youth:** An unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-

Vento Homeless Assistance Act [42 U.S.C. Sec. 11434a(2)]; includes unaccompanied youth who are pregnant or parenting..

- T. **Housing First**: An approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.
- U. **Housing Search and Placement**: Services to assist clients to locate, secure, and navigate the rental market. Housing Placement activities may include, but are not limited to, unit identification, unit inspection, determining rent reasonableness, contracts, advocating for households, landlord/tenant mediation, and any other housing requirements.
- V. **Interagency Council on Homelessness (ICH)**: The policy making body for the San Bernardino County Homeless Partnership. ICH works to ensure that the recommendations listed in the County's 10-Year Strategy to End Homelessness are realized. ICH Membership is composed of elected officials, state and local representatives, community and faith-based organizations, and corporate advocates.
- W. **Instance of Service**: Each encounter with a member of the target population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by Provider X on Tuesday. The same individual checks into the same warming center the next night. This counts as two instances of service for this activity.
- X. **Large City (LC)**: A city with a population over 330,000 people on January 1, 2019.
- Y. **Navigation Center**: A Housing First, low barrier, service service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- Z. **Office of Homeless Services (OHS)**: The lead agency for the San Bernardino County Continuum of Care (SBC CoC). The SBC CoC coordinates services with the San Bernardino County Homeless Partnership consisting of community and faith-based organizations, educational institutions, non-profit organizations, private industry, and federal, state and local governments.
- AA. **Permanent Supportive Housing (PSH)**: Low-barrier permanent housing with services depending on the needs of the residents; services may be short-term, sporadic, or ongoing indefinitely. PSH units are for individuals and families who are homeless or chronically homeless. PSH is housing combined with services, which may include mental health and health services, drug and alcohol treatment, and education and job training.
- BB. **Point-In-Time Count (PITC)**: An unduplicated one-night estimates of both sheltered and unsheltered homeless populations conducted by Continuums of Care nationwide on a pre-determined date within the last 10 days of each January pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- CC. **Program**: The Homeless Housing, Assistance and Prevention Round 2 (HHAP-2) Program established pursuant to Chapter 5 of Part 1 of Division 31 of the Health and Safety Code.

- DD. Rapid Re-Housing (RRH):** An intervention designed to help individuals and families quickly exit homelessness and return to permanent housing using the Housing First model to move families and individuals into permanent affordable housing as quickly as possible with minimal barriers, assistance with move-in costs such as security and utility deposits and short-medium term declining rental subsidies, and provide intensive social services while families or individuals are in their home. Supportive services are designed to enhance each family or individual's stability and equip them with skills and resources they need to sustain and thrive in housing and avoid future homelessness.
- EE. Regional Steering Committees (RSC):** Committees made up of local non-profits, faith-based organizations, education, city and county entities to create five regional committees that will provide leadership and serve as regional advisory bodies for the Interagency Council on Homelessness, as members of the SB CoC.
- FF. Request for Application (RFA):** The request for an offer from Applicants interested in providing the identified services sought to be procured by the County. The RFA specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.
- GG. Services:** The requested services described in this RFA.
- HH. 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.
- II. Target Population:** Any person who is homeless as defined for this grant. See **(P)** above.
- JJ. U.S. Department of Housing and Urban Development (HUD):** A Federal agency established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships, particularly with faith-based and community organizations, that leverage resources and improve HUD's ability to be effective on the community level.

#### **IV. APPLICATION CONDITIONS**

**A. Authorized Signatures**

All Applications must be signed by an individual authorized to bind the Applicant to the provisions of the RFA.

**B. Term of Offer**

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

**C. Required Review**

Applicants should carefully review this RFA for defects and questionable or objectionable material. Comments from Applicants concerning defects and objectionable material in this RFA must be made in writing and received by the RFA contact prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Applications (whichever occurs last). This will allow issuance of any necessary amendments or addendums to the RFA. It will also help prevent the opening of a defective RFA and exposure of Applications upon which an award could

not be made. Protests based on any omission or error, or on the content of this RFA, may be disallowed if not submitted in writing to the attention of the RFA Contact, prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Applications (whichever occurs last).

**D. Incurred Costs**

The County is not obligated to pay any costs incurred by Applicant in the preparation of an Application in response to this RFA. Applicants agree that all costs incurred in developing an Application are the Applicant's responsibility.

**E. Amendments/Addendums to RFA**

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

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

**F. Best Value Evaluation**

As established in this RFA, the County realizes that criteria other than price are important and will award contract(s) based on the Application 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 RFA, and all applicable local, state, and federal laws, codes, and regulations. The County may reject as non-responsive any Application that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFA. Further, the County may reject an Application from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting an Application in response to this RFA.

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

No Application 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 Application.

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

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

#### **H. Clarification of Offers**

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

#### **I. Public Records Act**

All Applications and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code § 6250). All Application information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Applications are subject to becoming a non-exempt public record.

If an Applicant believes that any portion of its Application is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment I - Public Records Act Exemptions. The Applicant 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. Applications marked "Confidential" in their entirety will not be honored, and the County might not deny public disclosure of any portion of Applications so marked.

By submitting an Application with portions identified in Attachment I as "Confidential," Applicant represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Applicant 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," Applicant 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 an Application.

**J. Employment of Former County Officials**

Information must be provided in Attachment G regarding former County Administrative Officials (as defined below) who are employed by or represent Applicant. 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 Applicant and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Applicant. 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 Application being deemed non-responsive.

**K. Iran Contracting Act of 2010**

In accordance with Public Contract Code section 2204(a), the Applicant certifies upon submission that the Applicant signing the Application 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.

Applicants are cautioned that making a false certification may subject the Applicant 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. Applicant agrees that signing the Application shall constitute signature of this Certification.

**L. Disclosure of Criminal and Civil Proceedings**

The County reserves the right to request the information described herein from the Applicant 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 Applicant. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant 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.

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

Applicant certifies in Attachment D 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 D and the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Applicant also certifies in Attachment D that if it or any of the subcontractors listed in the Application 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.

**N. Unsatisfactory Performance**

Applicant affirms that it has no record of unsatisfactory performance with the County in the twenty-four (24) month period immediately preceding the date of issuance of this RFA.

**O. Final Authority**

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

**V. SCOPE OF WORK**

**A. BACKGROUND INFORMATION**

On November 13, 2020, the State of California Homeless Coordinating and Financing Council (HCFC) released the Notice of Funding Availability for the Homeless Housing, Assistance and Prevention Round 2 (HHAP-2) Program. HHAP-2 is a \$300 million block grant program designed to provide jurisdictions with one-time grant funds to support regional coordination and to expand or develop local capacity to address immediate homelessness challenges throughout the State. HHAP-2 is authorized by Assembly Bill (AB) 83 (Committee on Budget, Chapter 15, Statutes of 2020), which was signed into law by Governor Gavin Newsom on June 29, 2020.

On December 8, 2021, the SBCHP Interagency Council on Homelessness adopted a HHAP fund distribution plan committing a minimum of 5% of CoC HHAP 2 funds to each SBCHP Region with the remainder of available funding divided among the regions based on 2020 Point-in-Time Count data. ICH also allocated 5% of the HHAP 2 funds to support regional engagement activities for our Coordinated Entry System along with 8% for services dedicated to homeless youth and 7% for administration.

Jurisdictions eligible to apply for HHAP-2 funding are CoC's, as identified by the United States Department of Housing and Urban Development (HUD), counties, and large cities (population of

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300,000 or more). Funding determination for the CoC's is based on the total number of homeless counted during the CoC's 2019 Homeless Point-In-Time Count. The Interagency Council on Homelessness (ICH), the SBC CoC governing Board, designated OHS as the Administrative Entity to apply for the SBC CoC's HHAP-2 allocation amount. OHS will enter into a contract with BCSH for

the HHAP-2 funding and OHS will enter into subrecipient contracts with services providers to provide homeless services as described under HHAP-2.

HHAP-2 funds will benefit individuals and families of San Bernardino County who are experiencing homelessness or at imminent risk of homelessness. HHAP-2 will continue to expand current efforts that the SBC CoC is undertaking to solve the regional homelessness problem.

## **B. PROJECT DESCRIPTION**

### **Eligible Uses of HHAP 2 Funds**

HHAP Round 2 requires grantees to expend funds on evidence-based solutions that prevent, reduce and end homelessness. Grantees may not use HHAP grant funding to supplant existing local funds for homeless housing, assistance, or prevention, and funds must be expended in compliance with Housing First requirements per Health and Safety Code Section 50220.5(g). As stated in Health and Safety Code Section 50220.5 (d), HHAP round 2 funds must be expended on one or more of the following eligible uses:

1. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
2. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, non-congregant shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.
3. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
4. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
5. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
6. Delivery of permanent housing and innovative solutions, such as hotel and motel conversions
7. Prevention and shelter diversion including crisis resolution, mediation and conflict resolution, creative problem solving, connection to mainstream resources, and light-touch financial assistance that directly results in a housing solution.
8. New navigation centers and emergency shelters, with clients obtaining housing as the primary goal, based on demonstrated need in consideration of the following:
  - a. The number of available shelter beds in the city, county, or region served by a continuum of care;
  - b. The number of people experiencing unsheltered homelessness in the homeless point-in-time count;
  - c. Shelter vacancy rate in the summer and winter months;
  - d. Percentage of exits from emergency shelters to permanent housing solutions; and
  - e. A plan to connect residents to permanent housing.

Health and Safety Code Section 50218.5(f) requires that a program recipient use **at least 8 percent** of its allocation for services for homeless youth populations, which are defined as unaccompanied youth who are between 12 and 24 years old and experiencing homelessness. Funds spent under this provision must still comply with the eligible use requirements of Health and Safety Code Section 50220.5 (d).

Health and Safety Code Section 50220.5(e)-(f) allows funds to be spent for the following additional purposes, and mandates that grantees comply with the following restrictions:

- No more than 5 percent of an applicant's program allocation may be expended on a strategic homelessness plan (as defined in Section 578.7(c) of Title 24 of the Code of Federal Regulations)

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and/or infrastructure development to support coordinated entry systems and Homeless Management Information Systems; and

- No more than 7 percent of an applicant's Round 2 program allocation may be expended on administrative costs incurred by the city, county, or continuum of care to administer its program allocation. "Administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

1. **Application Requirements:**

a. Minimum Requirements:

Applicant must explain in detail the plans to use HHAP-2 funds and identify the region they propose to serve and the eligible use category or categories for the proposed project (please see Attachment K – HHAP-2 Project Application for eligible use categories for each region). If proposing services/assistance to more than one region, Applicant must submit an Application for each region. Projects should be focused on ways to move individuals and families experiencing homelessness into permanent housing.

1) The maximum Application amount for the Regions:

Central Valley Region is \$554,997;

Desert Region is \$222,524;

East Valley Region is \$131,094;

Mountain Region is \$89,535; and

West Valley Region is \$164,341.

2) The maximum Application amount specifically for Homeless Youth is \$116,249. Note: Services for Homeless Youth will need to be offered county-wide.

3) The maximum Application amount specifically for CES is \$72,656. CES services are offered county-wide.

4) Applicant must outline how they are involved in efforts to create sustainable, long-term housing solutions for people experiencing homelessness or at risk of homelessness.

5) Project shall align and comply with the core components of Housing First as defined in Welfare and Institutions Code 8255(b).

6) Describe any other service providers and/or municipalities who are or will be working with applicant on identified HHAP-2 projects.

7) Describe any gaps that exist in housing and homeless services for homeless populations in San Bernardino County and explain how HHAP-2 funds, including youth set aside funds, will help close the identified gaps.

8) Describe your prioritization criteria and how the Coordinated Entry System (CES) is used for this process.

9) Must indicate measurable outcomes/goals and how they will be tracked and reported/achieved. OHS may ask for additional justifications for identified outcomes/goals.

10) Must indicate project readiness to immediately perform and administer homeless efforts.

- 11) Must meet May 31, 2023, deadline for 50 percent expenditure of HHAP-2 funds.
- 12) Must meet May 31, 2026 deadline for 100 percent expenditure of HHAP-2 funds.
- 13) Applicants must submit a detailed budget for each Application submission.

b. Promising and Evidence-Based Practices

The parameters of HHAP-2 are intentionally flexible so as to meet each CoC's specific needs but must also align with evidence-based solutions that address and prevent homelessness among eligible populations. HHAP-2 requires that program spending be informed by a best-practices framework focused on moving individuals and families experiencing homelessness into permanent housing and in accordance with eligible activities. Below are examples of eligible projects compiled by the State to assist in determining how to most effectively and efficiently spend HHAP-2 funding (this is not an exhaustive list):

- 1) Outreach: Engage and provide services to people living in places not meant for human habitation, including cars, parks, abandoned buildings, bus or train stations, encampments, or campgrounds. Outreach programs should:
  - thoughtfully and respectfully engage unsheltered individuals and assess them via the local CES; and
  - connect participants with emergency shelter, housing, and/or other critical services.

Services provided should aim to meet the basic needs of the program participants, gain their trust, and help them access a broad range of stabilization services.

- 2) Homelessness Prevention and Diversion: Quickly support people who are at imminent risk of homelessness or who are initially attempting to access shelter by helping them quickly regain stability in their current housing or in other permanent housing. Prevention programs are intended to target people who are at imminent risk of homelessness, and diversion programs usually target people as they are initially trying to gain entry in to shelter.

Both prevention and diversion programs connect participants to other types of assistance such as landlord mediation, CalFresh benefits, health and behavioral health care, early childhood development and education, CalWORKS, Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI), and other resources. These programs are designed to engage participants in creative problem-solving conversations, connect them with family supports, provide housing search and placement services, and secure flexible financial assistance to help people resolve their immediate housing crisis.

Examples of HHAP-2 eligible activities for prevention or diversion programs include but are not limited to: short or medium-term rental assistance, payment

of rental arrears and security deposits, utility payments, moving costs, housing search assistance, housing stabilization case management, credit repair, and legal services.

- 3) Emergency Shelters, Navigation Centers, and Interim Housing: Provide immediate access to temporary shelter via the CES, meet basic needs like food, clothing, and hygiene, and quickly connect individuals to housing and other mainstream services including health and behavioral health services, welfare agencies, juvenile justice and social service agencies.

Possible improvements to current shelter could include the following:

- expanding services and/or operational hours to meet the demonstrated need;
- eliminating rules or expectations that could be perceived to be unreasonable or punitive;
- accommodating self-defined groups of families;
- creating safe arrangements for pets within the shelter;
- providing safe storage for possessions; or
- increasing case management to create quick connections to permanent housing or housing navigation services.

Both essential services and operations for temporary shelter are eligible uses of HHAP-2 funds.

Examples of HHAP-2 eligible activities for emergency shelters, navigation centers, and interim housing include but are not limited to increased case management services, increasing the number of available shelter beds, adding or increasing employment assistance, and insurance, furnishings, utilities and rent for the facility.

- 4) Permanent Housing: Should have the capacity to connect people experiencing homelessness with permanent housing programs, such as Rapid Re-Housing, Host Homes, Supportive Housing, and other stable and safe housing options.

- a) Rapid Re-housing (RRH) is an evidence-based housing intervention, particularly for families experiencing homelessness. HHAP-2 grantees are encouraged to fund projects that incorporate all the following core components of RRH:

- Housing identification;
- Rent and move-in assistance; and
- Intensive case management and services.

Examples of HHAP-2-eligible RRH activities include but are not limited to rental and utility arrears payments, rental application fees, moving costs, security deposits, rental subsidies, housing search assistance, and housing stabilization case management services.

- b) Shared housing is an intervention where two or more households live together in a housing unit and share housing related costs. Shared housing models often include sharing common areas such as kitchens and living rooms, individual bedroom areas, and may also include either individual or shared bathrooms. Shared housing programs may consider utilizing a person-centered screening process to fill a vacancy or formalized tenancy agreements for each household, and are encouraged to provide short-term case management to tenants upon move in. Shared housing programs may use the same HHAP-2 eligible activities mentioned in the RRH intervention section.
- c) Host homes are an innovative approach that pairs community members with underutilized spaces in their homes and provides a non-institutional environment for youth experiencing homelessness. HHAP-2 applicants should consider programs that provide alternate housing arrangements in supported environments rather than temporarily placing youth into emergency shelters.
- d) Supportive Housing (SH) is an evidence-based model that combines low-barrier affordable housing assistance with intensive wraparound services to help individuals and families lead more stable lives. Both the housing assistance and the services are non-time-limited. HHAP-2 funds can be used to provide operating subsidies, including operating reserves, in new and existing affordable or supportive housing units.

HHAP-2 funds can be used for one-time costs related to supportive, RRH programs, including utility deposits and the purchase of furnishings; or move in stipends that support food, household supplies, and hygiene products.

c. Effective Approaches to Provide Services and Housing

Providers receiving HHAP-2 funds should strive to employ a progressive engagement approach and offer opportunities to increase a household's income or retain employment:

1) Progressive Engagement

To maximize resources and increase the number of people served, HHAP-2 providers are encouraged to support programs that utilize a progressive engagement approach to help households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are offered to those households who struggle to stabilize and cannot maintain their housing without deeper assistance.

Programs using a progressive engagement approach regularly re-assess housing barriers and seek to transition individuals off assistance as soon as their housing retention barriers are resolved. Programs consistently evaluate

when to offer more intensive support, additional rental assistance, or step-up referrals to longer-term, deeper housing interventions.

2) Increasing Income for People Experiencing Homelessness

Helping people experiencing homelessness increase and stabilize their incomes is key to creating and maintaining housing stability. HHAP-2 providers are strongly encouraged to support programs that connect participants with job training or placement programs, facilitate access to work supports such as childcare or transportation assistance, and/or increase their income through public benefit programs like CalWORKs or Supplemental Security Income (SSI).

HHAP-2 funds are eligible to be used on outreach and coordination efforts to job programs, and to foster partnerships with county welfare departments or workforce development agencies.

To maximize HHAP-2 funding, providers are encouraged to coordinate with local workforce investment boards and social services agencies to determine if clients are eligible for existing employment programs. For clients that are ineligible for existing programs, examples of eligible uses for HHAP-2 funding to provide access to job programs include but are not limited to:

- Transportation Costs
- Quality child care
- Cost of equipment necessary for job/education programs
- Subsidizing costs to attend job/education related programs

- d. Youth Centric Programs - geared towards ending youth homelessness should ensure services are tailored around the specific needs of the unaccompanied youth. Understanding the causes of youth homelessness can help design effective systems and interventions.

HHAP-2 applicants should employ the following housing services practices and interventions for Youth Programs:

- Youth, including those who are transgender and gender non-conforming, have access to inclusive, nondiscriminatory shelter and housing.
- Programs prioritize family reunification or support reunification as the initial intervention for youth experiencing homelessness.
- Youth in crisis are provided alternative housing models such as flexible emergency shelter responses or host homes.
- Rapid re-housing programs offered to youth are tailored to youth.
- Supportive housing units are prioritized for the most vulnerable.

2. **Staffing Requirements** - Necessary professional staff to meet the needs of the homeless population following the Housing First model (ex. case managers, clinicians, medical staff, peer advocates, employment specialists, and eligibility specialists). Applicants must have the

readiness capacity to immediately perform and administer homeless efforts through this funding.

**3. Administrative Requirements**

a. Providers must be able to demonstrate that HHAP-2 funds were expended for eligible uses to benefit members of the target population. OHS will include reporting requirements in the standard agreement executed prior to distribution of HHAP-2 funds to the providers. At this time, the annual reporting requirements include, as well as any additional information OHS or the State deems appropriate or necessary:

- An ongoing tracking of the specific uses and expenditures of any program funds broken out by the eligible uses listed, including the current status of those funds;
- The number of homeless individuals served by the program funds in that year and a total number served in all years of the program, as well as the homeless population served;
- The type of housing assistance provided, broken out by the number of individuals; and
- Outcome data for an individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exists, and exit types for unsuccessful housing exits.

The first report will be due on January 1, 2023 to the State and annually on that date thereafter until all funds have been expended. Frequency of reporting requirements are subject to change.

b. OHS will use the reports submitted to ensure that providers are on track to expend 50 percent of HHAP-2 funds by May 31, 2023 and 100 percent of HHAP-2 funds by May 31, 2026. OHS will provide direct oversight to recipients of HHAP-2 funds.

**4. Additional Requirements**

a. The Coordinated Entry System (CES) is a referral process that currently coordinates with the SBC CoC. The CES quickly identifies, assesses, refers, and connects individuals, youth including parenting and pregnant youth, and families in crisis to housing and services; is intended to prioritize resources for those with the greatest need, match people with the services that are most likely to help them exit homelessness, reduce the time it takes for participants to access services, and ensure that resources are allocated efficiently. Per Health and Safety Code Section 50219(a)(9), HHAP-2 applicants should ensure that funded programs are integrated within the local CES.

All those participating with CES will need to apply to participate with the Homeless Management Information System (HMIS). The HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the County.

b. The methodology of providing services will follow the Housing First policy. This is an approach that offers permanent, affordable housing quickly as possible for individuals

and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to avoid returning to homelessness.

Housing First providers offer services as needed and do not make housing contingent on the participation in services (e.g., sobriety, engagement in treatment, service participation requirements). Senate Bill (SB)1380 (Mitchell, Chapter 847, Statutes of 2016) requires all state-funded programs providing housing or housing-based services to people experiencing homelessness to incorporate the core components of Housing First as enumerated in Welfare and Institutions Code Section 8255.

## **VI. APPLICATION SUBMISSION**

### **A. GENERAL**

1. All interested and qualified Applicants are invited to submit an Application for consideration. Submission of an Application indicates that the Applicant has read and understands the entire RFA, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFA have been resolved.
2. Applications must be received by the designated date and time. **Late or incomplete Applications will not be accepted.** An electronic response must be submitted to the following email address: [HomelessRFP@hss.sbcounty.gov](mailto:HomelessRFP@hss.sbcounty.gov). The Applicant acknowledges that its electronic signature is legally binding.
3. Applications can be withdrawn at any time prior to the scheduled Deadline for Applications.
4. Applications must be submitted in the format described below. Applications are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFA.
5. Applications must be completed in all respects as required in this section. An Application may not be considered if it is conditional or incomplete.

### **B. APPLICATION FORMAT**

Responses to this RFA must be in the form of an Application package, which must be submitted in the following format:

1. **Presentation**  
Each page of the Application, 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 Applicant.
3. **Table of Contents**  
All pages of the Application, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
4. **Statement of Certification**

Include the following on Attachment B:

- a. A statement that the offer made in the Application is firm and binding for nine (9) months from the Deadline for Applications.
- b. A statement that all declarations in the Application 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.
- c. A statement that the Applicant agrees that all aspects of the RFA and the Application submitted shall be binding if the Application is selected and a Contract awarded.
- d. A statement that the Applicant agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Applicant's ability to perform the Services as proposed.
- e. A statement that the Applicant, if selected, will comply with all applicable rules, laws and regulations.
- f. A statement that the Applicant has reviewed the RFA and General Contract Terms in their entirety and have no exceptions to any requirements, terms or conditions, except as noted in Attachment H.

**5. Statement of Experience and Qualifications**

Include the following in this section of the Application:

- a. Business name of the Applicant and type of legal entity such as corporation, partnership, etc. If Applicant is a business entity that must be registered with the California Secretary of State, Applicant shall provide the County the entity number assigned to it by the Secretary of State.
- b. Number of years the Applicant has been in business under the present business name, as well as related prior business names.
- c. Statement that the Applicant does not have any commitments or potential commitments that may impact the Applicant'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 C as required under Section X. TERMS AND CONDITIONS Paragraph A, 22.

**7. Project Description**

The Application should include the following under the Project Description:

- a. A brief synopsis of the Applicant's understanding of the County's needs and how the Applicant plans to meet them.
- b. A detailed statement of the proposed Services.

**8. Work Plan and Schedule**

Include the following:

- a. Summary of management/work plan for this Project.
- b. Project schedule
9. **Certification Regarding Debarment or Suspension**  
Complete Attachment D
10. **Budget**  
Submit a detailed budget with each Application (Attachment E).
11. **Reserved** - Attachment F.
12. **Former County Officials**  
Complete Attachment G.
13. **Exceptions to RFA**  
Complete Attachment H.
14. **Public Records Act Exemptions**  
Complete Attachment I – Public Records Act Exemptions if applicable.
15. **Indemnification and Insurance Requirements Affidavit**  
Submit evidence of ability to insure as stated in Section X, Paragraph B – Indemnification and Insurance Requirements. Applicant must complete and submit Attachment J – Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Applicant’s insurance broker/agent.
16. **HHAP-2 Project Application**  
Complete Attachment K.

## **VII. EVALUATION**

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

The evaluation process includes the categories listed on Exhibit A – HHAP-2 Regional Project Scoring Guidelines and may include additional specific criteria. Likewise, the listed considerations are possible considerations, and may not be the only factors involved in the evaluation.

The County may, at its sole discretion, create a shortlist of Applications 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 Applicants.

Evaluation panels will be established comprised of voting members of each Regional Steering committee with responsibility for reviewing all regional specific Applications and conducting the evaluation process. A Facilitator will manage the integrity of the evaluation process and will not be a voting member of the evaluation panels. An initial meeting will be scheduled via telephone/teleconferencing and held with the evaluation panel members, and all relevant documents will be distributed electronically to the evaluators including the RFA, evaluation worksheets for each Application, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the Applications. 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 their 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 Applicant(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 all individual evaluation worksheets to present **the Evaluator recommendations to the full Regional Steering Committee for review and adoption**. It is anticipated that the results of the evaluation process and the **Regional Steering Committee recommendations will be presented to the ICH on May 25<sup>th</sup>, 2022, for final review and approval**.

## NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

The County may require the potential Applicant(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 Applicant(s) of the highest-ranked Application(s). Negotiations, if held, shall be within the scope of work in the Request for Applications. If the Contract negotiations take place in San Bernardino County, California, the Applicant will be responsible for its travel and per diem expenses of its personnel.

In the event no proposals are selected or are not received for a region or regions, the County may negotiate with the highest-ranked Applicants to serve the region(s). The County may also reassign the funding from that region to the other regions in conjunction with the Interagency Council on Homelessness.

### **B. Failure to Negotiate**

If the selected Applicant:

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 Applicant and the County, after a good faith effort, simply cannot come to terms;

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

**C. Notice of Intent to Award (NOIA) – Applicant 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 Applicants. 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 Applicant.

**D. Reserved**

**E. Award**

A Contract will be awarded based on a competitive selection of Applications received. The contents of the Application of the successful Applicant will become contractual obligations and failure to accept these obligations in a Contract may result in cancelation of the award.

**VIII. APPEAL PROCESS**

In the event a dispute arises concerning the Evaluation process, the Applicant raising the dispute shall submit a request for resolution in writing to OHS no later than 9:00 P.M. (local time) on Sunday, April 24, 2022. The Applicant may appeal the recommended award or denial of award (Protest).

The Appeal will be presented at the ICH meeting on April 27, 2022. In the event that a protesting Applicant does not appear at the April 27, 2022, ICH meeting, the Protest will be disallowed.

Any decision of ICH shall be deemed final. The protest procedures constitute the sole administrative remedy available to the Applicant under this RFA. Upon exhaustion of this remedy no additional recourse is available.

**IX. TERMS AND CONDITIONS**

The selected Applicant will be required to enter into a formal Contract with the County. This RFA sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFA, Applicant will be deemed to have agreed to each clause unless the Application 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 H – Exceptions to RFA, 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 Chief of Homeless Services 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 disbarred, 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. **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.

18. **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 Application 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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”.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

31. **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.

32. **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:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. 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.

33. **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.

34. **Termination for Convenience**

The County and the Contractor each reserve 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.

35. **Time of the Essence**

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

36. **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.

37. **Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

38. **Reserved**

39. **Fiscal Provisions**

a. The maximum amount of reimbursement/payment 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 invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract.
- 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.

## **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.

#### **Professional Services Requirements**

**Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

**Errors and Omissions Liability Insurance** with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

**Directors and Officers Insurance** coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

**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.

**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 – Licenses, Permits, and/or Certifications	
4.	Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	
5.	Attachment E – Budget	
6.	Attachment F – Reserved	N/A
7.	Attachment G – Employment of Former County Officials	
8.	Attachment H – Exceptions to RFA	
9.	Attachment I – Public Records Act Exemptions	
10.	Attachment J – Indemnification and Insurance Requirements Affidavit	
11.	Attachment K – HHAP-2 Project Application	

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

RFA Contact (Name/Title): \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

**By signing below, the individual acknowledges that he/she has the authority to bind the Applicant to the terms of the Application. The individual further acknowledges that he/she has read and understands the RFA, the contents of the Application 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.

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Disagree with qualification (initial and attach explanation)</b>
1.	The offer made in the Application is firm and binding for nine (9) months from the Deadline for Applications.		
2.	All declarations in the Application 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.		
3.	Applicant agrees that all aspects of the RFA and the Application submitted shall be binding if the Application is selected and a Contract awarded.		
4.	Applicant agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Applicant's ability to perform the Services as proposed.		
5.	Applicant, if selected will comply with all applicable rules, laws and regulations.		
6.	The RFA has been reviewed in its entirety and Applicant has no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.		



## ATTACHMENT D

### **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 Applicants submitting a response to this RFA:

1. The Applicant certifies, to the best of its knowledge and belief, that neither the Applicant 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 non-procurement 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](http://www.sam.gov)).
2. The Applicant certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Application, 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 non-procurement 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](http://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 Applicant shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Applicant 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 Applicant 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 RFA for default.
6. Applicant affirms that neither it, nor any subcontractor listed in the Application, has any recent unsatisfactory performance with the County during the past twenty-four (24) months at a minimum.
7. Applicant also certifies that if it or any of the subcontractors listed in the Application 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 E – BUDGET**

**A detailed budget is required for each Application submission. Use this page as the cover sheet for the Budget.**

**ATTACHMENT F – RESERVED**

Attachment not required.



**ATTACHMENT H – EXCEPTIONS TO RFA**

APPLICANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

I have reviewed the RFA in its entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFA, 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 I – PUBLIC RECORDS ACT EXEMPTIONS**

APPLICANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

Applicant requests that specific portions of the contents of this Application 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 Application 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 J - INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT**

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

I, the undersigned (Please check one box)  underwriter  agent/broker, certify that I and the Applicant listed below have jointly reviewed the "Insurance Requirements" in this Request for Application (RFA). If the County of San Bernardino ("County") awards the Applicant the Contract for this project, I will be able—within fourteen (14) calendar days after the Applicant 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	

_____	_____
Applicant's Name	County RFA 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
_____	_____
Pollution Liability	Cyber Liability
_____	
Sexual Abuse Liability	

[NOTE TO APPLICANT: 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 Applicant submits to the County do not fully comply with the Insurance Requirements, and/or if the Applicant fails to submit the forms within the 14-day time limit, the County may: (1) declare the Applicant's Application non-responsive, and (2) award the Contract to the next highest ranked Applicant.  
*If you have any questions about the Insurance Requirements, please contact Mr. Rafael Viteri, County of San Bernardino - Risk Management Department, at (909) 386-8730 or via e-mail [rviteri@rm.sbcounty.gov](mailto:rviteri@rm.sbcounty.gov) (Please provide name of RFA with your email question(s)).*

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**ATTACHMENT K**  
**HHAP-2 PROJECT APPLICATION**

**Purpose**

The Homeless Housing, Assistance and Prevention Round 2 (HHAP-2) Program is a \$300 million block grant program designed to provide Continuums of Care, counties, and large cities with one-time grant funds to support regional coordination and to expand or develop local capacity to address immediate homelessness challenges throughout California.

**Program Overview**

- The San Bernardino County Continuum of Care (SBC CoC), through the San Bernardino County Office of Homeless Services (OHS) designated as the Administrative Entity, will release a Request for Application (RFA) to allocate \$1,351,396 of funding under the HHAP-2 Program.
- Spending under the HHAP-2 Program must be informed by a best-practice framework focused on moving homeless individuals and families, or individuals and families at-risk of homelessness, into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.
- HHAP-2 services will be provided throughout San Bernardino County. **Applications will be accepted for proposed service activities targeted to eligible households within each of the following regions:**
- **In addition, applications will be accepted for countywide services dedicated to homeless youth and for countywide services to support regional access to the CoC Coordinated Entry System.**
  6. **Central Valley Region:** Encompasses the cities of Colton, Fontana, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, San Bernardino, Yucaipa, and the surrounding unincorporated communities.
  7. **Desert Region:** Encompasses the cities of Adelanto, Apple Valley, Barstow, Hesperia, Victorville, and the surrounding unincorporated communities.
  8. **East Valley Region:** Encompasses the cities of Needles, Twenty-nine Palms, Yucca Valley, and the surrounding unincorporated communities.
  9. **Mountain Region:** Encompasses the cities of Big Bear and the unincorporated communities which include Blue Jay, Cedar Glen, Cedarpines Park, Crestline, Forest Falls, Green Valley Lake, Lake Arrowhead, Rimforest, Running Springs, Skyforest, Sugarloaf, and Twin Peaks,.
  10. **West Valley Region:** Encompasses the cities of Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland, and the surrounding unincorporated communities.
- Maximum allocations per Region:
  1. **Central Valley Region** - \$554,997;
  2. **Desert Region** - \$222,524;
  3. **East Valley Region** - \$131,094;
  4. **Mountain Region** - \$89,535; and
  5. **West Valley Region** - \$164,341.
- Maximum allocation for **Homeless Youth** (services county-wide): \$116,249.
- Maximum allocation for Coordinated Entry System (services county-wide): \$72,656.

**Instructions**

- Carefully read the entire RFA and attached documents.
- Answer all questions as specifically and completely as possible.
- Type your answers, do not print.
- If proposing services for more than one region, submit a separate Application for each region.
- Can only propose service categories listed under each region; can check more than one service category

per region.

- A detailed budget is required for each Application.

### **Regional Funding Priorities**

The Regional Steering Committees were tasked by the ICH with setting HHAP-2 regional project funding priorities to be guided by recommendations in the draft County of San Bernardino Homeless Strategic Plan and by the state HCFC “Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness.”

In January 2022, the Regional Steering Committees conducted HHAP-2 funding work sessions to set regional application scoring priorities which included:

- Ranking by order of priority scoring importance the five (5) categories of Crisis Response and Housing Interventions identified by the state HCFC (see Exhibit B for category descriptions); and
- Identifying activities from among the eight (8) eligible uses of HHAP-2 funding for priority consideration.

Section C, in the *following application section*, lists the Crisis Response and Housing Intervention categories in rank order of priority scoring for each region and lists the eligible uses of HHAP-2 funding selected for priority consideration in each region (please note that applications for all eligible uses will be considered).

<b>A. Applicant Information</b>	
1.	Name of Applicant:
2.	Applicant's Legal Name:
3.	Address: City: State: Zip:
4.	Mailing Address (if different than above): City: State: Zip:
5.	Contact Person:
6.	Title:
7.	Contact Phone:
8.	Contact Email:

<b>B. Applicant Statement of Experience and Qualifications</b>	
1.	Business name of the Applicant and type of legal entity such as corporation, partnership, etc. If Applicant is a business entity that must be registered with the California Secretary of State, Applicant shall provide the County the entity number assigned to it by the Secretary of State:
2.	Number of years the Applicant has been in business under the present business name, as well as related prior business names.
3.	Do you have any commitments or potential commitments that may impact your ability to perform the Contract if awarded? If yes, explain. Yes            No

<b>C. Regions/Eligible Use Category (must submit a separate Application for each region)</b>	
1.	<b>Central Valley Region</b>  Indicate the proposed category/categories Indicate the proposed project category/categories (select as many as applicable for this project). Complete the "Project Description" section, explaining each category selected below in detail. In rank order of priority scoring:  <input type="checkbox"/> Permanent Housing Plus Services <input type="checkbox"/> Rental Assistance/ Rapid Rehousing <input type="checkbox"/> Interim Housing/ Temporary Shelter <input type="checkbox"/> Outreach and Engagement <input type="checkbox"/> Diversion and Homeless Prevention  Eligible uses of HHAP-2 funding identified for priority consideration by the Central Valley Region include in order of importance: Delivery of Permanent Housing, Operating Subsidies and Street Outreach (tied), Rapid Rehousing and Services Coordination (tied), Systems Support and Prevention & Shelter Diversion (tied), and Navigation Center/Emergency Shelter.
2.	<b>Desert Region</b>  Indicate the proposed project category/categories (select as many as applicable for this project). Complete the "Project Description" section, explaining each category selected below in detail. In rank order of priority scoring:

	<ul style="list-style-type: none"> <li><input type="checkbox"/> Interim Housing/ Temporary Shelter</li> <li><input type="checkbox"/> Rental Assistance/ Rapid Rehousing</li> <li><input type="checkbox"/> Permanent Housing Plus Services</li> <li><input type="checkbox"/> Diversion and Homeless Prevention</li> <li><input type="checkbox"/> Outreach and Engagement</li> </ul> <p>Eligible uses for HHAP-2 funding identified for priority consideration by the Desert Region include in order of importance: Rapid Rehousing, Operating Subsidies and Delivery of Permanent Housing (tied), Street Outreach/Prevention &amp; Shelter Diversion/Navigation Center &amp; Emergency Shelter (tied), and Services Coordination.</p>
3.	<b>East Valley Region</b>
	<p>Indicate the proposed project category/categories (select as many as applicable for this project). Complete the "Project Description" section, explaining each category selected below. In detail in rank order of priority scoring:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Rental Assistance/ Rapid Rehousing</li> <li><input type="checkbox"/> Permanent Housing Plus Services</li> <li><input type="checkbox"/> Interim Housing/ Temporary Shelter</li> <li><input type="checkbox"/> Diversion and Homeless Prevention</li> <li><input type="checkbox"/> Outreach and Engagement</li> </ul> <p>Eligible uses of HHAP-2 funding identified for priority consideration by the East Valley Region include in order of importance: Services Coordination, Navigation Center/Emergency Shelter, Prevention and Diversion, Delivery of Permanent Housing, and Rapid Rehousing.</p>
4.	<b>Mountain Region</b>
	<p>Indicate the proposed category/categories (select as many as applicable for this project). Complete the "Project Description" section, explaining each category selected below in detail. In rank order of priority scoring:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Interim Housing/ Temporary Shelter</li> <li><input type="checkbox"/> Rental Assistance/ Rapid Rehousing</li> <li><input type="checkbox"/> Diversion and Homeless Prevention</li> <li><input type="checkbox"/> Outreach and Engagement</li> <li><input type="checkbox"/> Permanent Housing Plus Services</li> </ul> <p>Eligible uses of HHAP-2 funding identified for priority consideration by the Mountain Region include Rapid Rehousing, Operating Subsidies, Prevention and Diversion, and Services Coordination.</p>
5.	<b>West Valley Region</b>
	<p>Indicate the proposed project category/categories (select as many as applicable for this project). Complete the "Project Description" section, explaining each category selected below in detail. In rank order priority scoring:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Diversion and Homeless Prevention</li> <li><input type="checkbox"/> Rental Assistance/ Rapid Rehousing</li> </ul>

	<p><input type="checkbox"/> Permanent Housing Plus Services</p> <p>Eligible uses of HHAP-2 funding identified for priority consideration by the West Valley Region include in order of importance: Rapid Rehousing and Prevention &amp; Diversion (tied), Services Coordination, Delivery of Permanent Housing.</p>
6.	<p><b>Homeless Youth (County-wide)</b></p>
	<p><input type="checkbox"/> Services specific to the needs of homeless youth.</p> <p>Complete the "Project Description" section, explaining in detail how the services for the proposed project meets the needs of homeless youth or youth at risk.</p>
7.	<p><b>Coordinated Entry System (County-wide)</b></p>
	<p><input type="checkbox"/> Service activities to support regional access and engagement with the coordinated entry system.</p> <p>Complete the "Project Description" section, explaining in detail how the service activities for the proposed project addresses the need for regional access and engagement with the coordinated entry system.</p>

**D. Project Description**

	Project Name:
	In this section provide a concise description of the proposed project, its purpose, and its beneficiaries. Provide details for each category(ies) selected above. Consider items addressed under Section V. Scope of Work in your project description.

**E. Work Plan and Schedule/Project Readiness**

	Provide a summary of the work plan for this project and the project schedule.
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**F. Long Term Results**

	Specify the long-term results and how they will be produced through implementation of the project.
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**G. Project Sustainability**

	Explain how will the project be sustained after this one-time funding is exhausted. If project is not sustainable after these one-time funds are exhausted, explain how these one-time funds result in immediate homelessness resolution without the need for long-term funding.
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**H. Collaboration**

	Provide the names of the service providers and/or municipalities with which there will be collaboration. Include details of the collaboration efforts; such as, what role(s) does each partner have in implementing the proposed project?
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**I. California's Housing First Policy**

	Check box to indicate the proposed project will conform with California's Housing First Policy.
--	---

**J. Coordinated Entry System (CES)**

	HHAP-2 funded projects are to be integrated within the local CES. Describe the project's prioritization criteria.
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**K. Homeless Management Information System (HMIS)**

All project participating with CES will need to apply to participate with the local HMIS.

Currently participate in HMIS?

Agrees to participate in HMIS?

**L. Measurable Outcomes**

What will be the indicators that the proposed project is successful at resolving homelessness? How will these be measured? Please include the projected number of unduplicated homeless clients/persons to be served during the program administration. If you are proposing a housing related project, provide the projected retention rate.

**M. Administrative Capacity**

Describe your agency's/organization's administrative capacity that will allow effective implementation of the proposed project.

## EXHIBIT A

### San Bernardino County Continuum of Care 2022-HHAP-2 Regional Project Scoring Guidelines For Central Valley Region

The **Homeless Housing, Assistance, and Prevention (HHAP-2) Program** funding provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges informed by a best-practice framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

All HHAP Regional Project Applications will be reviewed by their respective **SBCHP Regional Steering Committee** which will submit their recommendations to the **Interagency Council on Homelessness** for final approval. All project applications will be reviewed and scored by the Regional Steering Committees based on the following:

- The extent to which the proposed project meets the CoC's HHAP-2 Project Eligibility threshold.
- The extent to which the proposed project is for an eligible use that will expend funds on evidence-based solutions that address and prevent homelessness among eligible populations – persons who are literally homeless or at imminent risk of homelessness.
- The extent to which the proposed project addresses a Regional priority activity and/or target population.
- The extent to which the proposed project aligns with CoC goals, strategies, and services, both short-term and long-term, to reduce homelessness and make it non-recurring.

#### **Housing First Emphasis (Pass or Fail)**

- Does the proposed project conform to California and the CoC's Housing First policy? Yes or No
- Does the applicant organization emphasize housing first practices that include rapid placement and stabilization for housing permanency and does not have service participation requirements or preconditions? Yes or No

#### **A. Addressing Regional Needs (30 points)**

- The extent to which the proposed project addresses the identified Regional priorities for crisis response/housing intervention activities as ranked by the Regional Steering Committee.
- The extent to which the proposed project addresses an identified Regional priority for eligible use of HHAP-2 funding.
- The extent to which the proposed project addresses an identified or otherwise unmet Regional service need.
- The extent to which the Applicant has an existing service presence within the Region.

#### **B. Project Focus (25 points)**

- The extent to which the proposed project is for a HHAP-2 eligible use.
- The extent to which the proposed project supports regional coordination and helps to expand or develop local capacity to address immediate homelessness challenges.
- The extent to which the proposed project applies a best-practice framework focused on moving homeless individuals and families into permanent housing and/or supporting the efforts of those individuals and families to maintain their permanent housing.
- The extent to which the proposed project will expend funds on evidence-based solutions that address and prevent homelessness among eligible populations.

#### **C. Coordination and Collaboration (20 points)**

- The extent to which the proposed project supports regional coordination and helps to expand or develop local capacity to address immediate homelessness challenges.
- The extent to which the applicant will coordinate the proposed project activities within the CoC Homeless Crisis Response System structure
- The extent to which the proposed project involves a multi-agency/entity collaboration
- The extent to which the applicant leverages funding and/or resources from other agencies/entities.

**D. Experience and Capacity (25 points)**

- The applicant's experience and capacity in providing similar services, the length and type of experience it has working with homeless service populations, the quality of programs/services it provides and the experience level of key staff.
- The applicant's ability and capacity to begin implementation of the proposed project upon HHAP contract execution.
- The extent to which the applicant's proposed project supplements and does not supplant any current program funding.
- The applicant's ability and capacity to document, track and report eligible use of funds and measurable outcomes as required by the state
- The applicant's proposed budget costs are adequate, efficient, and realistic to complete the project and meet proposed outcomes

## **EXHIBIT A**

### **San Bernardino County Continuum of Care 2022-HHAP-2 Regional Project Scoring Guidelines For Desert Region**

The **Homeless Housing, Assistance and Prevention (HHAP-2) Program** funding provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges informed by a best-practice framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

All HHAP Regional Project Applications will be reviewed by their respective **SBCHP Regional Steering Committee** which will submit their recommendations to the **Interagency Council on Homelessness** for final approval. All project applications will be reviewed and scored by the Regional Steering Committees based on the following:

- The extent to which the proposed project meets the CoC's HHAP-2 Project Eligibility threshold.
- The extent to which the proposed project is for an eligible use that will expend funds on evidence-based solutions that address and prevent homelessness among eligible populations – persons who are literally homeless or at imminent risk of homelessness.
- The extent to which the proposed project addresses a Regional priority activity and/or target population.
- The extent to which the proposed project aligns with CoC goals, strategies, and services, both short-term and long-term, to reduce homelessness and make it non-recurring.

#### **Scoring Criteria for Desert Region**

##### **A. Housing First Emphasis (25 points)**

- The extent to which applicant conforms to California and the CoC's Housing First Policy.
- Housing Emphasis-Housing First practice includes rapid placement and stabilization for viable housing options and does not have service participation requirements or pre-conditions.

##### **B. Project Focus (25 points)**

- The extent to which the proposed project addresses the identified Regional priorities for crisis response/housing intervention activities as ranked by the Regional Steering Committee.
- The extent to which the proposed project addresses an identified Regional priority for eligible use of HHAP-2 funding.
- The extent to which the proposed project applies a best-practice framework focused on moving homeless individuals and families into permanent housing and/or supporting the efforts of those individuals and families to maintain their permanent housing.
- The extent to which the proposed project will expend funds on evidence-based solutions that address and prevent homelessness among eligible populations.

##### **C. Experience and Capacity (25 points)**

- The applicant's experience and capacity in providing similar services, length and type of experience it has working with the homeless, the quality of programs/services it provides, and the experience level of key staff.
- The applicant's ability to adequately describe the target population and address the requirements set out in the CoC HHAP RFA.

##### **D. Budget Detail (10 points)**

- The applicant's proposed budget costs are adequate and realistic to complete the project.

##### **E. Collaboration (15 points)**

- The applicant's ability to collaborate with other agencies and/or municipalities.

- The extent to which the proposed project supports regional coordination and helps to expand or develop local capacity to address immediate homelessness challenges.

## EXHIBIT A

### San Bernardino County Continuum of Care 2022-HHAP-2 Regional Project Scoring Guidelines For East Valley Region

The **Homeless Housing, Assistance, and Prevention (HHAP-2) Program** funding provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges informed by a best-practice framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

All HHAP Regional Project Applications will be reviewed by their respective **SBCHP Regional Steering Committee** which will submit their recommendations to the **Interagency Council on Homelessness** for final approval. All project applications will be reviewed and scored by the Regional Steering Committees based on the following:

- The extent to which the proposed project meets the CoC's HHAP-2 Project Eligibility threshold.
- The extent to which the proposed project is for an eligible use that will expend funds on evidence-based solutions that address and prevent homelessness among eligible populations – persons who are literally homeless or at imminent risk of homelessness.
- The extent to which the proposed project addresses a Regional priority activity and/or target population.
- The extent to which the proposed project aligns with CoC goals, strategies, and services, both short-term and long-term, to reduce homelessness and make it non-recurring.

#### **Housing First Emphasis (Pass or Fail)**

- Does the proposed project conform to California and the CoC's Housing First policy? Yes or No
- Does the applicant organization emphasize housing first practices that include rapid placement and stabilization for housing permanency and does not have service participation requirements or preconditions? Yes or No

#### **A. Addressing Regional Needs (30 points)**

- The extent to which the proposed project addresses the identified Regional priorities for crisis response/housing intervention activities as ranked by the Regional Steering Committee.
- The extent to which the proposed project addresses an identified Regional priority for eligible use of HHAP-2 funding.
- The extent to which the proposed project addresses an identified or otherwise unmet Regional service need.
- The extent to which the Applicant has an existing service presence within the Region.

#### **B. Project Focus (25 points)**

- The extent to which the proposed project is for a HHAP-2 eligible use.
- The extent to which the proposed project supports regional coordination and helps to expand or develop local capacity to address immediate homelessness challenges.
- The extent to which the proposed project applies a best-practice framework focused on moving homeless individuals and families into permanent housing and/or supporting the efforts of those individuals and families to maintain their permanent housing.
- The extent to which the proposed project will expend funds on evidence-based solutions that address and prevent homelessness among eligible populations.

#### **C. Coordination and Collaboration (20 points)**

- The extent to which the proposed project supports regional coordination and helps to expand or develop local capacity to address immediate homelessness challenges.
- The extent to which the applicant will coordinate the proposed project activities within the CoC Homeless Crisis Response System structure
- The extent to which the proposed project involves a multi-agency/entity collaboration

- The extent to which the applicant leverages funding and/or resources from other agencies/entities.

**D. Experience and Capacity (25 points)**

- The applicant's experience and capacity in providing similar services, the length and type of experience it has working with homeless service populations, the quality of programs/services it provides and the experience level of key staff.
- The applicant's ability and capacity to begin implementation of the proposed project upon HHAP contract execution.
- The extent to which the applicant's proposed project supplements and does not supplant any current program funding.
- The applicant's ability and capacity to document, track and report eligible use of funds and measurable outcomes as required by the state
- The applicant's proposed budget costs are adequate, efficient, and realistic to complete the project and meet proposed outcomes

**EXHIBIT A**  
**San Bernardino County Continuum of Care 2022-HHAP-2 Regional Project Scoring Guidelines  
For Mountain Region**

The **Homeless Housing, Assistance and Prevention (HHAP-2) Program** funding provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges informed by a best-practice framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

All HHAP Regional Project Applications will be reviewed by their respective **SBCHP Regional Steering Committee** which will submit their recommendations to the **Interagency Council on Homelessness** for final approval. All project applications will be reviewed and scored by the Regional Steering Committees based on the following:

- The extent to which the proposed project meets the CoC's HHAP-2 Project Eligibility threshold.
- The extent to which the proposed project is for an eligible use that will expend funds on evidence-based solutions that address and prevent homelessness among eligible populations – persons who are literally homeless or at imminent risk of homelessness.
- The extent to which the proposed project addresses a Regional priority activity and/or target population.
- The extent to which the proposed project aligns with CoC goals, strategies, and services, both short-term and long-term, to reduce homelessness and make it non-recurring.

**Scoring Criteria for Mountain Region**

**A. Housing First Emphasis (10 points)**

- The extent to which applicant conforms to California and the CoC's Housing First policy.
- Housing Emphasis-The extent to which applicant is a Housing First organization. Housing First practices include rapid placement and stabilization for housing permanency and does not have service participation requirements or preconditions.

**B. Project Focus (30 points)**

- The extent to which the proposed project addresses the identified Regional priorities for crisis response/housing intervention activities as ranked by the Regional Steering Committee.
- The extent to which the proposed project addresses an identified Regional priority for eligible use of HHAP-2 funding.
- The extent to which the proposed project improves the current homeless services system/structure.
- The applicant's ability to focus on long-term sustainable results, if wanting to maintain the proposed project past the funding period.
- The extent to which the proposed project addresses the fundamental underlying issues of homelessness rather than only addressing its symptoms.
- The extent to which measurable outcomes will be tracked and reported.

**C. Experience and Capacity (40 points)**

- The applicant's experience and capacity in providing similar services, the length and type of experience it has working with the homeless, the quality of programs/services it provides, and the experience level of key staff.
- The applicant's ability to adequately describe the target population and address the requirements set out in the CoC HHAP RFA.
- Applicant demonstrates experience and ability to serve the mountains with consideration for geographic isolation and weather extremes.

**D. Budget Detail (10 points)**

- The applicant's proposed budget costs are adequate and realistic to complete the project.
- Fifty percent of project funds will be expended by 5/31/2023.
- One hundred percent of project funds will be expended by 5/31/2025.

**E. Collaboration (10 points)**

- The applicant's ability to collaborate with other agencies and/or municipalities.

## EXHIBIT A

### San Bernardino County Continuum of Care 2022-HHAP-2 Regional Project Scoring Guidelines For West Valley Region

The **Homeless Housing, Assistance, and Prevention (HHAP-2) Program** funding provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges informed by a best-practice framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

All HHAP Regional Project Applications will be reviewed by their respective **SBCHP Regional Steering Committee** which will submit their recommendations to the **Interagency Council on Homelessness** for final approval. All project applications will be reviewed and scored by the Regional Steering Committees based on the following:

- The extent to which the proposed project meets the CoC's HHAP-2 Project Eligibility threshold.
- The extent to which the proposed project is for an eligible use that will expend funds on evidence-based solutions that address and prevent homelessness among eligible populations – persons who are literally homeless or at imminent risk of homelessness.
- The extent to which the proposed project addresses a Regional priority activity and/or target population.
- The extent to which the proposed project aligns with CoC goals, strategies, and services, both short-term and long-term, to reduce homelessness and make it non-recurring.

#### **Housing First Emphasis (Pass or Fail)**

- Does the proposed project conform to California and the CoC's Housing First policy? Yes or No
- Does the applicant organization emphasize housing first practices that include rapid placement and stabilization for housing permanency and does not have service participation requirements or preconditions? Yes or No

#### **A. Addressing Regional Needs (30 points)**

- The extent to which the proposed project addresses the identified Regional priorities for crisis response/housing intervention activities as ranked by the Regional Steering Committee.
- The extent to which the proposed project addresses an identified Regional priority for eligible use of HHAP-2 funding.
- The extent to which the proposed project addresses an identified or otherwise unmet Regional service need.
- The extent to which the Applicant has an existing service presence within the Region.

#### **B. Project Focus (25 points)**

- The extent to which the proposed project is for a HHAP-2 eligible use.
- The extent to which the proposed project supports regional coordination and helps to expand or develop local capacity to address immediate homelessness challenges.
- The extent to which the proposed project applies a best-practice framework focused on moving homeless individuals and families into permanent housing and/or supporting the efforts of those individuals and families to maintain their permanent housing.
- The extent to which the proposed project will expend funds on evidence-based solutions that address and prevent homelessness among eligible populations.

#### **C. Coordination and Collaboration (20 points)**

- The extent to which the proposed project supports regional coordination and helps to expand or develop local capacity to address immediate homelessness challenges.
- The extent to which the applicant will coordinate the proposed project activities within the CoC Homeless Crisis Response System structure
- The extent to which the proposed project involves a multi-agency/entity collaboration
- The extent to which the applicant leverages funding and/or resources from other agencies/entities.

**D. Experience and Capacity (25 points)**

- The applicant's experience and capacity in providing similar services, the length and type of experience it has working with homeless service populations, the quality of programs/services it provides and the experience level of key staff.
- The applicant's ability and capacity to begin implementation of the proposed project upon HHAP contract execution.
- The extent to which the applicant's proposed project supplements and does not supplant any current program funding.
- The applicant's ability and capacity to document, track and report eligible use of funds and measurable outcomes as required by the state
- The applicant's proposed budget costs are adequate, efficient, and realistic to complete the project and meet proposed outcomes

## EXHIBIT A

### **San Bernardino County Continuum of Care 2020-HHAP-2 Regional Project Scoring Guidelines For Homeless Youth**

The **Homeless Housing, Assistance and Prevention (HHAP-2) Program** funding provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges informed by a best-practice framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

All HHAP-2 Regional Project Applications will be reviewed by their respective **SBCHP Regional Steering Committee** which will submit their recommendations to the **Interagency Council on Homelessness** for final approval. All project applications will be reviewed and scored by the Regional Steering Committees based on the following:

- The extent to which the proposed project meets the CoC's HHAP-2 Project Eligibility threshold.
- The extent to which the proposed project is for an eligible use that will expend funds on evidence-based solutions that address and prevent homelessness among eligible populations – persons who are literally homeless or at imminent risk of homelessness.
- The extent to which the proposed project addresses a Regional priority activity and/or target population.
- The extent to which the proposed project aligns with CoC goals, strategies, and services, both short-term and long-term, to reduce homelessness and make it non-recurring.

#### **Scoring Criteria for Homeless Youth Housing First Emphasis (Pass or Fail)**

- Does the proposed project conform to California and the CoC's Housing First policy? Yes or No
- Does the applicant organization emphasize housing first practices that include rapid placement and stabilization for housing permanency and does not have service participation requirements or preconditions? Yes or No

#### **A. Addressing County-Wide Service Needs (25 points)**

- The extent to which the proposed project addresses an identified or otherwise unmet County-Wide service need(s).
- The extent to which the Applicant has an existing service presence within the Region(s).

#### **B. Project Focus (25 points)**

- The extent to which the proposed project is for a HHAP-2 eligible use.
- The extent to which the proposed project supports regional coordination and helps to expand or develop local capacity to address immediate homelessness challenges.
- The extent to which the proposed project applies a best-practice framework focused on moving homeless individuals and families into permanent housing and/or supporting the efforts of those individuals and families to maintain their permanent housing.
- The extent to which the proposed project will expend funds on evidence-based solutions that address and prevent homelessness among eligible populations.

#### **C. Coordination and Collaboration (25 points)**

- The extent to which the proposed project supports regional coordination and helps to expand or develop local capacity to address immediate homelessness challenges.
- The extent to which the applicant will coordinate the proposed project activities within the CoC Homeless Crisis Response System structure.
- The extent to which the proposed project involves a multi-agency/entity collaboration.
- The extent to which the applicant leverages funding and/or resources from other agencies/entities.

**D. Experience and Capacity (25 points)**

- The applicant's experience and capacity in providing similar services, the length and type of experience it has working with homeless service populations, the quality of programs/services it provides and the experience level of key staff.
- The applicant's ability and capacity to begin implementation of the proposed project upon HHAP-2 contract execution.
- The extent to which the applicant's proposed project supplements and does not supplant any current program funding.
- The applicant's ability and capacity to document, track and report eligible use of funds and measurable outcomes as required by the state.
- The applicant's proposed budget costs are adequate, efficient, and realistic to complete the project and meet proposed outcomes.

**EXHIBIT B**  
***Putting the Funding Pieces Together Guide***  
***Guide to Strategic Uses of New and Recent State and Federal Funds to***  
***Prevent and End Homelessness***

**PART IV: Defining Crisis Response and Permanent Housing Interventions**

This Guide describes how the available resources can be used, separately and together, to support five (5) different categories of crisis and housing interventions that are critical for preventing and ending homelessness:

1. **Interim Housing:** Describes any program whose primary purpose is to provide temporary shelter for people experiencing homelessness, in general or for specific populations, and which does not require occupants to sign leases or occupancy agreements.
  - a. **Non-congregate shelter (NCS)** is a type of interim housing which provides individual rooms or spaces, such as motel rooms or trailers, where guests have private baths. During the COVID-19 pandemic, these sites have included Isolation and Quarantine (I/Q) spaces for those infected with or exposed to COVID-19, as well as non-congregate spaces for persons at risk of severe health impacts should they become infected with the virus to shelter safely shelter in place. The benefits of NCS options are not limited to during a public health crisis, however, and adding NCS options within communities' crisis response systems offers significant potential for strengthening local systems and reaching people who are not effectively engaged into other shelter options.
  - b. **Other interim housing programs** can include congregate shelter, bridge housing, temporary scattered-site arrangements, and transitional housing programs, among others. During the COVID-19 public health crisis such programs and settings should follow public health guidance for appropriate distancing.
2. **Rental Assistance:** Rental assistance programs provide subsidies that help people experiencing homelessness rent housing in the marketplace. Rental assistance typically pays a portion of the total rent and can be temporary or permanent and offered in a variety of program types.
  - a. **Short-term and Rapid Rehousing:** Time-limited rental assistance which can last anywhere from three to 24 months, can be structured to decline, or vary over that time, and is usually coupled with housing search, case management, tenancy supports, and connections to other services including employment support. Programs' financial, tenancy, and service supports are geared toward supporting a household's successful transition to paying full rent.
  - b. **Longer-term and Permanent Rental Subsidies:** Longer-term rental assistance can last for more than two years, and in some cases indefinitely. These programs are intended for households who need ongoing financial assistance to afford rent and are sometimes partnered with ongoing supportive services. These programs include "deep" subsidies such as Housing Choice Vouchers, as well as newer models such as "shallow" subsidies which provide more limited monthly amounts but over longer periods of time than Rapid Rehousing.
3. **Permanent Housing Plus Services:** Rental housing, whether scattered in the community or in a designated building, that has no limit on the length of stay, in which residents have the rights and responsibilities of tenancy and are able to access supportive services, and which is typically subsidized to be affordable to people based on their incomes.
  - a. **Supportive Housing:** Supportive housing (often abbreviated as PSH, with the P indicating "permanent") is permanent housing for a specific target population—generally people with disabilities/special needs and long histories of homelessness—that is linked to onsite or offsite services that assist the resident to retain the housing, improve their health status, and maximize their ability to live and, when possible, work in the community.
  - b. **Service-Enriched Affordable Housing:** Housing that is affordable to low-income households, not necessarily targeted to those who are at risk or with special needs, but nevertheless able to monitor and support the needs of its more vulnerable residents. The services in service-enriched housing are typically less intensive than those offered in Supportive Housing and vary depending on the population. For example, service-enriched housing for seniors may provide a variety of services that support health, independent living, and socializing,

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while service-enriched housing for families may include childcare and other children's services and a focus on employment-related services and supports.

4. **Diversions and Homelessness Prevention:** Programs that seek to prevent people from losing current housing or to prevent the need for services from the homelessness response system through a rapid return to housing, usually without expectation of ongoing support.

- a. **Diversions / Problem Solving:** Programs that work with people at the time they are seeking shelter or help from the homelessness response system by helping them identify immediate, safe alternate housing arrangements and, if needed, providing them with case management, financial assistance, and connections to mainstream benefits and services. Diversions / problem solving approaches support a wide range of potential resolutions, including remaining or going to live with family and friends temporarily or permanently, or other shared arrangements.
- b. **Homelessness Prevention:** Programs that provide services and short-term assistance to households at imminent risk of becoming homeless to help them regain stability in current housing or move and achieve stability in a new housing location. Homelessness prevention may include providing support to prevent evictions, but eviction prevention and homelessness prevention strategies are not exactly the same, and efforts that are focused on both preventing evictions and preventing homelessness must target assistance very carefully to ensure assistance is reaching the people who are *most likely* to experience homelessness if they do not receive assistance.

Research shows that homelessness prevention is more effective the closer it is offered to actual homelessness and the more deeply it is targeted to the people who are at immediate risk. Most people who do become homeless, for example, live in more informal situations, such as doubled up with others. For more information on implementing equitable homelessness prevention activities, see [Homeless System Response: Prevention to Promote Equity](#) prepared by the U.S Department of Housing and Urban Development (HUD) technical assistance providers.

5. **Outreach and Engagement:** Programs that that identify and engage people living in unsheltered locations, such as in cars, parks, abandoned buildings, encampments, and on the streets, reaching people who might not otherwise seek assistance or come to the attention of the homelessness service system. Outreach and engagement programs help to ensure that people's basic needs are met while also supporting people to access and navigate pathways toward housing stability.

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