REQUEST FOR PROPOSALS

FOR

NORTH A CAMPUS
EMERGENCY SHELTER FOR SINGLE ADULTS
REQUEST FOR PROPOSALS (RFP)  
FOR  
NORTH A CAMPUS EMERGENCY SHELTER FOR SINGLE ADULTS  
COUNTY OF SACRAMENTO  
DEPARTMENT OF HUMAN ASSISTANCE (DHA)  

INSTRUCTIONS FOR PROPOSERS  

Included in this RFP:  
Section I Instructions  
Section II Overview of the Request for Proposal  
Section III Administrative Rules and Requirements  
Section IV Proposal Narrative  
Section V Proposal Content Requirements and Proposer Qualification Requirements  
Section VI Exhibits  
1. Table of Contents  
2. RFP Checklist  
3. RFP Cover Letter  
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5. Budget Forms and Instructions  
6. References  
7. Insurance Requirements  
8. Nonprofit Organization Status/Articles of Incorporation  
9. Child Support Ordinance/Certificate of Compliance/Contractor Identification Form  
10. Nondiscrimination Clause/Statement of Compliance  
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14. Financial Statements  
15. Cost Allocation Plan  
16. Good Neighbor and Charitable Choice Policy  
17. Additional Information  
18. Guiding Principles  

I. INSTRUCTIONS FOR APPLICANTS  

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

Contracts Manager  
Sacramento County Department of Human Assistance  
1825 Bell Street, Suite 200  
Sacramento, CA 95825  

PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS  
NO LATER THAN 3:00 P.M., FRIDAY OCTOBER 11, 2019  

LATE PROPOSALS WILL NOT BE ACCEPTED  
POSTMARKS WILL NOT BE ACCEPTED  
FAX SUBMISSIONS AND E-MAILS WILL NOT BE ACCEPTED  
DELIVERY TO ANY OTHER OFFICE WILL NOT BE ACCEPTED  
PROPOSALS THAT ARE NOT SEALED WILL NOT BE ACCEPTED
FUNDING CYCLE
Funding will begin January 1, 2020 and continue until June 30, 2020 in the amount of $650,000. There will be one (1) additional year renewal options with an annual funding amount of $1,256,000.

QUALIFIED APPLICANTS
Public agencies, private for profit businesses, private nonprofit agencies

AMOUNT OF FUNDS
The funding amount for these services is $650,000 in fiscal year (FY) 19/20 and $1,256,000 in FY 20/21 in County General Fund and HEAP Funding.

MANDATORY PROPOSER'S CONFERENCE
A Mandatory proposer’s conference is scheduled for 10:00 am, Wednesday September 18, 2019 at the Sacramento County Administration Office, 700 H Street, 7th Floor, Suite 7650, Sacramento, CA 95814. The purpose of the conference is to discuss the requirements and objectives of the RFP, answer questions and provide needed clarification relating to this RFP. All questions must be presented at the proposer’s conference.

Purpose
The purpose of the conference will be to discuss the requirements and objectives of the RFP and to answer questions and provide needed clarification relating to this RFP for questions submitted in advance as outlined below.

Submission of Questions:
• Proposers are strongly encouraged to submit any questions or requests for clarification in writing before the Proposer’s Conference.
• Questions are to be received by Department of Human Assistance no later than 12 p.m., Tuesday, September 17, 2019.
• Please e-mail RSVP and questions to DHA-RFP-Reservations@saccounty.net.

Follow-up to Proposer’s Conference
If any question or need for clarification should arise from the Proposer’s Conference, and that question cannot be readily answered during the conference, all attendees will receive an e-mail answer or explanation by 5:00 pm, Friday, September 20, 2019.

71-J PROVISION
This contract may be subject to Section 71-J of the County Charter, which allows the County to contract for services that county employees perform for reasons of economy and efficiency if the contract does not cause the displacement of county employees, the county meets and confers with any organization that represents employees who perform the type of services to be contracted, and the 71-J bidding process is followed. If any county employee is scheduled to be laid off, demoted, or involuntarily transferred to a new qualification, the like position in the 71-J contract and the related dollars for that position must first be eliminated.
**DATE** | **ACTIVITY** | **CONTACT/PHONE** | **LOCATION**
---|---|---|---
**Wednesday, September 11, 2019 11:00AM Online** | RFP released | Carrie Dunbar (916) 874-2006 DunbarC@SacCounty.net | DHA Online at: www.DHA.SacCounty.net

**Wednesday, September 18, 2019 10:00AM - 11:00AM** | MANDATORY Proposer’s conference | Reserve by 5:00 p.m. 9/17/2018 at: DHA-RFP-Reservations@SacCounty.net | Sacramento County Administration Office 700 H Street, 7th Floor Suite 7650, Sacramento, CA 95814

**Friday, October 11, 2019 3:00PM DEADLINE** | Final date and time to submit packet | Carrie Dunbar (916) 874-2006 DunbarC@SacCounty.net | DHA 1825 Bell Street, Suite 200, Sacramento, CA 95825

**October 14 – October 22** | Evaluation of packets | | |

**Wednesday, October 23, 2019 10:00 a.m. Online** | Notice of proposed awards posted in DHA administrative office. | | Online at: www.DHA.SacCounty.net

**Monday, October 28, 2019 3:00 p.m. DEADLINE** | Final Date to submit written Protest of Awards | Ann Edwards, Director | DHA 1825 Bell Street, Suite 200 Sacramento, CA 95825

**Friday, November 1, 2019** | Director’s decision on protests | Ann Edwards, Director | DHA 1825 Bell Street, Suite 200 Sacramento, CA 95825

**Tuesday, December 10, 2019** | Present recommended awards to the Board of Supervisors | Ann Edwards, Director | Board of Supervisors’ Chambers

**Wednesday, January 1, 2020** | Contract Begins | | |

* Contingent on resolution of protests
** Contingent on Board approval and execution of contract

To reserve your place at the mandatory proposers’ conference please email your company name and the number of people attending to: DHA-RFP-Reservations@saccounty.net by close of business Tuesday, September 17, 2019, 5:00 pm.
COUNTY OF SACRAMENTO  
DEPARTMENT OF HUMAN ASSISTANCE  
REQUEST FOR PROPOSALS FOR:

II. OVERVIEW OF THE REQUEST FOR PROPOSAL

A. BACKGROUND

The crisis of unsheltered homelessness is one that impacts an entire community, including those experiencing homelessness and the broader community of housed residents, businesses and neighborhoods. The most recent Homeless Point-in-Time Count, published by Sacramento Steps Forward (SSF) for the Sacramento Continuum of Care (CoC), suggests that on any given night, 5,570 individuals experience homelessness throughout the County of Sacramento. According to the same report, this represents a 19% increase in homelessness in Sacramento County since 2017. Of the 5,570 individuals experiencing homelessness, approximately 70% (3,900 individuals) experience unsheltered homelessness with 73% (2,585 individuals) experiencing unsheltered homelessness in the City of Sacramento.

The River District Property and Business Improvement District (River District) is an area of approximately 830 acres located just north of Downtown Sacramento, within the City limits. Geographically, this area is bounded roughly by the American and Sacramento Rivers to the North and West, the Union Pacific rail berm and C/D streets to the south, and 27th Street to the east and is home to numerous business and residents. As of 2016, the River District had 137,711 homed residents (within a 3-mile radius of Richards and North 7th), as well as several of the City’s homeless shelters.

While a formal census has not been conducted, data from street outreach as well as referral-only programs has provided insight into the unique needs of unsheltered residents of the River District. On any given night, it is estimated that there may be upwards of 200 individuals living unsheltered within the boundary of the River District. Individual and multi-member encampments are visible along major transportation routes into and out of the River District as well as roads and public spaces. While each experience of homelessness is different, general commonalities among the population in this area are pronounced.

In General, the River District sees an unsheltered population that is:
- Primarily single adults (few minor children);
- A higher proportion of women than men;
- High prevalence of vulnerable women, with a high percentage of women experiencing domestic violence within the past year as well as exploitation while living unsheltered on the streets;
- Mostly African American or White;
- Advanced in age and medically frail and/or disabled;
- Living with active substance abuse (mostly untreated);
- Living with a diagnosed or self-reported mental illness (mostly untreated);
- Experiencing long-time homelessness;
- Having little to no income and disconnected to entitlement benefits or cash assistance;

Because of the physical landscape of the River District, there exists two distinct enclaves within the general homeless population in this area. Areas along the riverbanks tend to see people living in larger, established encampments along with multi-member households and pets, whereas along the urban streets people can be seen living in single tents and or vehicles with fewer personal belongings and pets.

At the same time, the River District has a significant number of shelter beds and services that more broadly serve those experiencing homelessness throughout the County and City of Sacramento. It is estimated that there is a collective 400+ publicly and privately funded shelter beds in this area. In
addition to shelters, there are a number of organizations providing direct services to the homeless population including Sacramento Loaves and Fishes, El Hogar’s Guest House, and Women’s Empowerment. The level of coordination and connection to the broader homeless system of care varies across each program as does the level of services, but increasing emphasis is being placed on more coordination among providers in this area as well as County-wide. There is also a significant presence of individuals and organizations that congregate on a regular basis in the River District, giving away food, clothing, and other personal items.

Through a collaborative approach the County and the City anticipate serving persons living in the vicinity of the shelter site and the River District more broadly. These individuals will have complex medical and social needs as well as longer lengths of homelessness, detachment from services, and limited income.

Under the Collaborative Shelter Plan through two coordinated solicitations, the County and City of Sacramento are seeking to fund and partner with an organization to provide emergency shelter and support services in shelter County facilities located at 700 North 5th Street and 1400 North A Street to single adult men and women experiencing homelessness. Providers may submit a response to one or both solicitations. To the extent funding is available, additional shelters located in private facilities may be awarded operational funding; however, funding will not be awarded to expand capacity in the River District beyond existing shelter bed footprint.

In partnership with selected provider(s), the County and City seek to meet the following:

- Fund street engagement and sheltering activities utilizing existing bed capacity at two County facilities located in the River District: 80 beds at North A Street facility and 104 beds at North 5th Street facility.
- Shift shelter access to an invitation-only entry focused primarily on the unsheltered population in the vicinity of shelter through ongoing street outreach and engagement;
- Implement 24/7 shelter operations with focus on stabilization and re-housing outcomes with strong connectivity to health, physical and behavioral health, income, and re-housing services;
- Embrace a consumer-centric approach to program engagement and lower or remove barriers to shelter entry;
- Regular County, City and provider collaboration with a focus on continuous improvement to impact population living in the vicinity and shelter housing outcomes. With the shelter provider, jurisdictional staff will review and regularly evaluate outcomes; and
- Continued partnership with River District Property Business Improvement District (PBID), law enforcement, City Department of Public Works, shelter and service providers, and charitable organizations to impact street population in the River District outside of sheltering and re-housing strategies.

By approaching service delivery as detailed above, the County and the City expect to:

- Reduce the impacts publicly funded shelters have on neighborhood and continue sanitation services at North A Street for unsheltered persons living in the vicinity;
- Deliver quality 24/7 sheltering and stabilization services;
- Permanently house clients and increase flow to successful housing exits; and
- Strengthen collaboration among publicly funded shelters, the City and County, and River District community.

B. STATEMENT OF NEED

The County of Sacramento Department of Human Assistance (DHA) is seeking to contract with one emergency shelter provider to provide year-around 24/7 emergency shelter and support services at the County owned facility located at 1400 North A Street to homeless adult individuals 18 years of age and older who have become homeless while residing in Sacramento County. Employing housing focused and low-barrier practices as detailed below, the provider will serve 80 participants per night. To ensure the most vulnerable participants are able to immediately access emergency shelter, the provider will
prioritize serving participants experiencing literal homelessness, defined as: unsheltered and living in a public or private place not meant for human habitation, such as cars, tents, parks, bus stations and abandoned buildings within the River District. The provider will focus onsite services on rapid rehousing and will actively collaborate with community partners to provide other supportive services, such as employment and housing referral, mental health, alcohol and other drug treatment. The provider will accommodate single person with complex needs, such as substance use disorders, domestic violence or mental health.

C. POPULATION TO BE SERVED AND GEOGRAPHIC AREA
Any adult age 18 or older, who resides in Sacramento County and experiencing literal homelessness or experiencing violence regardless of homeless status, but not limited to, race, ethnicity, religious belief, sexual orientation, and gender identity, and residing in the River District (see full definitions and information in section Key Terms and Shelter Standards).

D. LOCATION
Proposer shall provide basic onsite sheltering services in a County Owned facility located at 1400 North A Street Sacramento, CA 95814. The site has two buildings, Building A which is currently used for sanitation and rehousing service and Building B which is currently an 80 person emergency shelter. DHA seeks a proposal from a qualified provider that will utilize both buildings to provide emergency shelter and continued sanitation and rehousing services for the unsheltered population in the River District.

Detailed facility information is contained in the RFP attachment. Please note the following general information relevant jointly to the facilities:
- The kitchen facility at North 5th street may be made available to shelter operators at each location. Arrangement details will be made after selection, but North A responders may assume use of this kitchen.
- The selected provider will enter into a separate facility use agreement with the County detailing responsibilities for use of the facility and expectations around facility maintenance.

E. QUALIFICATIONS, EXPERIENCE AND KNOWLEDGE
Proposers must demonstrate that proposed program staff has the knowledge, skills, abilities, training, and experience in all pertinent areas required to provide the services proposed in the manner described and to achieve the expected outcomes. Proposers must have the resources necessary to fulfill the scope of this contract.

F. TERM
The RFP is for period commencing January 1, 2020 with the execution of an awarded contract through June 30, 2020, with the possibility of a one-year extensions, contingent on funding availability. DHA reserves the right to initiate a new RFP at any time during this period if the Department determines it is necessary.

DHA may terminate any contract within thirty days without cause. DHA may terminate for cause immediately upon giving written notice if:
- Contractor materially fails to perform any of the covenants contained in the contract in the time and/or manner specified; or
- DHA is advised that funding is not available.
G. DEFINITIONS

- **Case Management:** A “collaborative process of assessment, planning, facilitation, care coordination, evaluation, and advocacy for options and services” to meet individual needs. Case management should be trauma informed and client centered with the goal of identifying strengths, client directed goals, and support networks. All services should focus on eliminating barriers to obtaining permanent housing and should focus on a holistic view of the client. Case management should facilitate connection to mainstream and community based services, including public benefits and/or entitlements; treatment resources for ongoing recovery and health needs; and other services such as credit repair and expungement services.

- **Client Centered:** Approaching the care, goals, and interventions of a client based on his or her identified need for services.

- **Culturally Competent:** Ability to honor, understand, and respect beliefs, lifestyles, attitudes, and behaviors demonstrated by diverse groups of people, and to diligently act on that understanding. It includes knowledge of one’s own cultural values, and ability to consistently function with members of other culture groups. Services should be accessible through language, location, and delivery style.

- **Low Barrier Practices:** An approach to entry and services where a minimum number of rules are place on people who wish to enter as a guest or engage in ongoing services. The aim is to have as few barriers as possible to allow more people access to services and to continually engage guests using best practices. Guests are afforded consumer choice and self-determination for voluntary supportive services.

- **Literally Homeless:** Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:

  (i) Has a primary nighttime residence that is a public or private place not meant for human habitation;
  (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
  (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

- **Trauma Informed Care:** A strengths-based framework that is grounded in an understanding of and responsiveness to the impact of trauma, while emphasizing physical, psychological, and emotional safety for providers and survivors. This approach created opportunities for survivors to rebuild a sense of control and empowerment.

H. SERVICE MODEL

The County and City seeks a shelter operator who is skilled in providing humane care that preserves individual dignity to those experiencing homelessness. Services shall be inclusive of participants as full partners in their treatment and care. Policies and procedures must ensure participant’s privacy and rights are protected. Participants shall have the right to religious liberty and the right to present complaints and grievances.

It is anticipated that this program will provide shelter services with 24/7 accommodations for up to 80 persons at the County facility located at 1400 North A Street. The program will ensure low barriers to entry and service participation for referred individuals and allow for accommodations of participants with pets, partners, and personal belongings. Participants will be allowed to enter and leave the shelter site at reasonable hours in accordance with written rules of the program. Stable exits to permanent
housing will be the primary objective and on-site case management will begin immediately to connect program participants to stable income, public benefits, and community based supportive services.

The following competencies are to be an integral part of the program design:

- Low Barrier Access and Services
- Housing First
- Harm Reduction
- Trauma Informed Care
- Client Centered

I. APPROACH TO SERVICE DELIVERY

The County and City have developed guiding principles and standards to ensure a consistent quality of care across all County shelters and operationalize the commitment to providing low barrier, housing first, and consumer-centric shelter services. County and City funded shelters must meet these operation standards as a requirement of funding. A copy of these standards is included as an appendix to this RFP. All local government-funded shelter programs must incorporate these standards into program operations and any written program documents must reflect these standards. Please note: the shelter standards may be modified during implementation and the selected provider will be expected to make adjustments, as needed. The following section is intended to highlight only some of the requirements.

J. REFERRAL PROCESS

The Proposer will be required to assess and engage people experiencing homelessness in the vicinity of the shelter within the River District in an effort to offer and support transition into shelter. Frequent attempts to establish a relationship should be made. Street outreach will be the “front door” to shelter. In addition, the Proposer will work in close coordination with Loaves & Fishes, Guest House, Sacramento Police IMPACT Team, Downtown Streets Team, and the River District homeless outreach navigator and County Department of Human Assistance street outreach workers to accept referrals and develop a standardized method to assess and prioritize people needing assistance and streamline the process for entry. County and City staff will be a resource for and monitor of shelter entry.

K. LEVERAGING SERVICES

The County and the City recommends leveraging with other sources to enrich the program and services offered. It is understood that people who are experiencing homelessness need many levels of engagement and support. Collaborative proposals will receive greater priority and providers are encouraged to work with other service providers (housing, treatment, voluntary groups, employment, etc.) to meet the complex needs of this population. Proposals demonstrating higher leverage will receive additional points. Documentation of leverage, such as a contract, a commitment letter, or an MOU, must be submitted.

All external funding to support shelter operations should be reflected in the submitted budget and will be requested throughout implementation. The County and the City of Sacramento must approve all proposed funding and contracts to support shelter operations prior to acceptance and incorporation of additional funding in the program.
<table>
<thead>
<tr>
<th>Program Activities</th>
<th>Eligible to be funded by this RFP</th>
<th>Proposers Leverage</th>
<th>Funders Leverage</th>
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<tbody>
<tr>
<td><strong>Operating Cost</strong></td>
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<td>Expungement Clinic</td>
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<td>Downtown Street Team</td>
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L. **COMMUNITY ENGAGEMENT**

The Provider is expected to have regular, meaningful engagement with both the homeless population and the broader system of stakeholders working to address homelessness in the River District and throughout the County. Types of engagement include:

**Engagement with target population**
- Ongoing street outreach and engagement
- Invitation to services and sheltering
- Continual survey of folks in the area

**Engagement with broader system and key stakeholders**

Community-wide shelter collaborative meeting
- North A Safety Meeting
- Purposeful coordination with River District Partners
- Bi-weekly meeting with operator and funders
- Participation in IMPACT team outreach efforts
M. **RELATIONSHIP WITH FUNDERS**
Proposer shall keep Funders informed and comply with County and City policies to minimize harm and risk, including:
- Regular communication with Funders about the implementation of the program;
- Attendance of Funder requested meetings and trainings;
- Case management meetings/conference calls with assigned Homeless Services Staff to discuss participants struggling to meet program goals or who have a shelter stay longer than 90 days;
- Adherence to Funder Critical Incident policies, including reporting within 24 hours of regarding any deaths, serious violence or emergencies involving police, fire, or ambulance calls.

N. **PARTICIPANT ENGAGEMENT**
Proposer shall provide means for participants to provide program input. A complaint process and a survey shall be offered to each participant.

O. **REQUIRED PROGRAM AND SERVICE COMPONENTS**

1. **Emergency Shelter Operations**
   a. Proposer shall provide basic onsite sheltering services in a County Owned facility located at 1400 North A Street (Building B) Sacramento, CA 95811. The Proposer will be required to enter into a lease with County General Services. Sheltering services include sleeping and hygiene accommodations, three meals per day, laundry, mail services, pet accommodation and storage facilities. Detail on basic onsite services are as follows:
      i. **Sleeping accommodations**
         - One bed per participant up to 80 beds, in a safe, sanitary and accessible facility that is available 24 hours per day/seven days a week.
      ii. **Hygiene Accommodations**
          - Provision of clean towels, soap and toilet paper
      iii. **Meals**
          - Three well-balanced meals per day, per person
          - Reasonable accommodations for persons with a special dietary need documented by a medical provider
      iv. **Laundry**
          - Shelter participant access to laundry facilities
          - Clean linen upon entry shelter and at least once per week
      v. **Mail Service**
      vi. **Pet Accommodation**
          - Kennel accommodation onsite.
             - Note: This does not apply to service animals, which must be accommodated to remain with the participant, per ADA requirement
      vii. **Storage Facilities**
• Onsite, secure storage must be made available to participants to store their belongings while they remain in the shelter

b. Well maintained facility: Proposer shall provide a clean, safe, sanitary and pest-free facility, which includes, but not limited to, janitorial services in common areas and general upkeep of the facility.

2. Sanitation Services
   a. Proposer shall offer sanitation services, Monday through Sunday; 7 am to 7 pm within the County owned facility located at 1400 North A Street (Building A) Sacramento, CA 95814. Sanitation services will be available by walk-in. Proposer can limit the number of guest using the restroom facilities at one time, to ensure safety and security of the building and guest. These services will help address the needs of the homeless population in the immediate vicinity which currently lacks public restrooms.

   * There may be additional funding to support these services; however, this RFP is looking to see what a proposer can do within the budget presented.

3. Re-housing and Support Services
   a. Intake and Assessment: Upon shelter entry, all participants will receive a needs assessment relative to:
      i. Immediate health and safety needs pertinent to providing appropriate shelter accommodations.
      ii. Interview with each participant to gather required information; identify strengths, skills and needs to set goals.
      iii. Obtain information relevant to securing housing, such as preference and factors that directly relate to housing instability (e.g. factors that would cause a landlord to reject a participants application for housing)

   b. Case Management: Proposer shall provide housing focused case management services.
      i. Within seven (7) days from shelter entry, all participants are assisted with a housing-based service plan designed to meet the unique needs of the participant and the shortest possible shelter stay is facilitated.
         • While all services are voluntary, case managers will be skilled in motivational interviewing and engagement tactics
      ii. Assistance in obtaining vital paperwork necessary for employment and housing:
         • California I.D
         • Birth Certificates
         • Social Security cards
         • Document Chronicity
         • Housing History
      iii. Referral to Continuum of Care resources

   c. Referrals and Coordination of Services: Proposer shall help participants identify and access services that meet specific needs or support progress towards identified goals. This may include providing information about services, calling to establish appointment, assisting with application, providing appointment reminders and follow up.

   d. Exit Planning: When a participant is leaving the program, Proposer shall engage participants in exit planning and support successful transition from the program. The plan may also include establishing access to services in the community.
P. **OUTCOMES**
Under the Collaborative Shelter Plan, the County and City, in partnership with selected provider(s), seek to meet the following:
- Reduce the number of individuals experiencing unsheltered homelessness in the vicinity of the shelter;
- Rapidly connect guests with stable housing for long-term stability;
- At least thirty-five percent of the annual number of participants leaving the shelter during the year will exit the shelter into permanent housing;
- Improve income through employment and/or cash benefits;
- Improve non-cash benefits such as health insurance and housing retention;
- Average of no more than five percent vacancy rate per night;
- Serve a minimum of 400 unique participants, annually; and
- Serve 90% of total annual enrollment from literal unsheltered homelessness.

Q. **PERFORMANCE METRICS**
During the funding period, the following metrics will be used to evaluate:
- Number of unduplicated participants served;
- Number of participants with multiple enrollments;
- Number of participants entering from the shelter vicinity;
- Participant lengths of stay; and
- Participant exits to:
  - Permanent housing
  - Other successful placement
  - Unsheltered homelessness

R. **CLIENT DATA AND PROGRAM REPORTING REQUIREMENTS**
As a condition of funding, the successful provider will be required to input data into HMIS and the designated County database. The provider will be responsible to input client-level data, program services/activities, unduplicated numbers of individuals assisted, and program outcomes in HMIS and in the County’s designated database. Ongoing reports to DHA staff regarding data collection and outcome measures will be a feature of the MCC Singles scope of work. This may include reports on permanent housing placements and other exits, financial assistance, case management activity, housing information, etc., which will be produced by HIMS or the designated County database.

S. **GOOD NEIGHBOR POLICIES**
Proposer shall maintain a good relationship with the neighborhood, including:
- Collaboration with neighbors and relevant county and city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
- Proposer’s Director or Manager or a representative will attend all appropriate neighborhood meetings;
- Minimizing the impact on the neighborhood of shelter population waiting or loitering in the area surrounding the building.
T. SCORING MATRIX

<table>
<thead>
<tr>
<th>Scoring Area</th>
<th>Points</th>
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</thead>
<tbody>
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<tr>
<td>Program Design</td>
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<tr>
<td>Service Approach</td>
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</tr>
<tr>
<td>Collaboration/Leverage Services</td>
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<tr>
<td>Budget</td>
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<td><strong>Total Points</strong></td>
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</tr>
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III. ADMINISTRATIVE RULES AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. All proposals and attached information must be typed and submitted on standard white paper, 8 1/2 inches by 11 inches in size, DOUBLE SPACED, one-sided, in print no smaller than 11 point font, with each page clearly and consecutively numbered, starting with the RFP Checklist – Exhibit A – provided in this packet.

2. Staple each copy of the proposal in the upper left corner or secure the proposal with ordinary spiral binding. If proposal packet is too large to staple or spiral bind, secure packet by whatever means possible, but preferably using a method that can be easily taken apart to allow it to be copied. Elaborate artwork and expensive paper and bindings, expensive visual or other presentations are neither necessary nor desired.

3. All proposals must be submitted in the order specified in Section V of this RFP.

4. The proposal must be submitted in the legal entity name of the Proposer or an authorized representative. If the proposal is submitted by a corporation, the proposal must be signed by a corporate officer or a representative authorized by the organization. If such authorization is other than a corporate document, a copy of such authorization must be submitted to the DHA with the proposal. **SIGNATURE FACSIMILE STAMPS WILL NOT BE ACCEPTED.**

5. An original with original signatures in blue ink, and copies as required by the Exhibit A- RFP Checklist of the proposal must be enclosed in a sealed envelope or box bearing the name and address of the Proposer clearly visible, and plainly marked: "**SEALED BID – RFP 2020-002 NORTH A CAMPUS EMERGENCY SHELTER FOR SINGLES**". Proposals that are not sealed will not be accepted.

6. If any information contained in the response is considered confidential or proprietary by the Proposer, it must be clearly labeled as such and presented in a sealed envelope within the Proposer’s sealed response package. In order to assert the confidentiality of any such information if a Public Records Act is received, the Proposer must request, execute and submit a County-prepared written agreement to defend and indemnify the County for any liability, costs and expenses incurred in asserting such confidentiality as part of the proposal. The agreement is available upon request and must be submitted with the proposal.

7. Additional material submitted with the proposal that has not specifically been requested in this RFP, **WILL NOT** be forwarded to the Review Committee.
8. Proposals must be submitted either by mail or by personal delivery to:
   Contracts Manager
   Sacramento County Department of Human Assistance
   1825 Bell Street, Suite 200
   Sacramento, CA 95825

   Proposals not received by 3:00 p.m., Friday October 11, 2019, at the above address will be rejected.

   Proposals submitted to any other office will not be accepted. It is the responsibility of the Proposer to submit the proposal by the time and date to the address specified above.

   Postmarks will not be accepted. Fax submissions will not be accepted.

   DHA will reject any proposal not meeting any RFP requirement.

B. RULES GOVERNING RFP COMPETITION

   1. **Proposer's Cost for Developing Proposal**
      Costs for developing and submitting proposals are the responsibility of the Proposer and shall not be chargeable in any way to the County of Sacramento or DHA.

   2. **Addenda and Supplement To RFP**
      If revisions or additional data to the RFP become necessary, DHA will provide addenda or supplements.

   3. **Property of the County**
      All proposals submitted become the property of the County and will not be returned. As part of the review and selection process, the proposals may be reviewed and evaluated by County staff and representatives from other public agencies and/or individuals from the private sector.

   4. **Confidentiality**
      All proposals shall remain confidential until the evaluation process is completed, proposed awards have been posted, and the Board of Supervisors has awarded the contracts for this service.

   5. **False or Misleading Statements**
      Proposals which contain false or misleading statements, or which provide reference which do not support an attribute or condition contended by the vendor, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal and the attribute, condition, or capability is a requirement of the RFP, the bid shall be rejected.

   6. **Proposer Responsibility**
      The Proposer is expected to be thoroughly familiar with all specifications and requirements of this RFP. Failure or omission to examine any relevant aspect of this RFP will not relieve you, as a Proposer, from any obligation regarding this RFP. By submitting a response, the Proposer is presumed to concur with all terms, conditions, and specifications of this RFP.
7. **Reference Check**
Submittal of a response authorizes DHA to investigate without limitation the background and current performance of your agency. Input of references regarding your capacity to perform in relation to all aspects of this RFP will be used.

8. **Right of the County**
The County reserves the right to:
   a. Negotiate changes to proposals.
   b. Request additional written or oral information from Proposers in order to obtain clarification of their responses.
   c. Reject any or all responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, and are neither affected by law nor a substantial variance with RFP conditions, may be waived at the County’s discretion whenever it is determined to be in the County’s best interest.
   d. Make awards of contracts for all the services offered in a proposal or for any portion thereof.
   e. Recommend and/or award an amount less than stated in the RFP, if an amount is stated, and negotiate a reduction or increase in service levels commensurate with funds availability.
   f. Enter into negotiations with the competitor who submitted the next highest-rated proposal, or issue a new RFP, if the competitor, who is selected through this RFP, fails to accept and meet the terms of the standard County contract.

9. **Rejection of Proposals**
   a. Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is deemed to be in the best interest of the County to do so.
   b. Failure to furnish all information required in this RFP or to follow the required proposal format shall disqualify the proposer, including agencies that would otherwise qualify for the funding. Any exceptions to the scope of work required by this RFP must be justified in the proposal.

10. **News Releases**
    News releases pertaining to this RFP and its award will not be made without prior approval of the County.

C. **SELECTION PROCESS AND AWARD CRITERIA**
Evaluation of proposals and recommendation for contract(s) award(s) are conducted as follows:

1. The sole purpose of the evaluation process is to determine from among the responses received which one is best suited to meet the County’s needs. Any final analysis or weighted point score does not imply that one Proposer is superior to another, but simply that in our judgment that the Proposer that was selected appears to offer the best overall solution for our current and anticipated needs. This RFP will be awarded to the Proposer(s) whose offer provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, life cycle cost, ability to deliver, or for any other reason deemed to be in the best interest of the County.

2. All proposals shall be reviewed to determine whether they meet the content and format requirement specified in the RFP. Incomplete proposals will not be forwarded to the evaluation committee; they will be rejected prior to review. Rejected proposals will not be returned, but Proposers will be notified in writing that the proposal was rejected in the initial screening process.
3. All proposals meeting the content and format requirements shall then be submitted to an evaluation committee, which shall evaluate the proposals based on specific award criteria. The evaluation committee members will independently rank each proposal, and the separate rankings will be accumulated for an overall ranking of all proposals.

4. Recommended awards will be made for one or more Proposers who are responsive to the requirements of the RFP and have demonstrated knowledge and experience that meet the requirements described.

5. In the event that fewer than three proposals are submitted, the County has the right to make a selection from among the proposals that are submitted, to reissue the RFP in order to obtain sufficient responsible proposals, or to cancel the RFP and either negotiate a sole source contract or elect to provide the services within the department.

6. Proposers may be requested to give oral presentations to the evaluation committee before the final recommendations are made. The oral interview will consist of standard questions asked of each of the Proposers and specific questions regarding the specific proposal.

7. Attempts by Proposer to contact and/or influence members of the Evaluation Committee will result in disqualification of Proposer.

D. NOTICE OF AWARD AND OPPORTUNITY TO PROTEST

1. A list of all proposed awards shall be posted at www.DHA.SacCounty.net for five (5) working days, beginning Wednesday, October 23, 2019 10:00 a.m.

2. Any respondent wishing to protest the proposed award must submit a written letter of protest by 3:00 p.m., Monday, October 28, 2019. Submit this correspondence to:

   Director  
   Department of Human Assistance  
   1825 Bell Street, Suite 200  
   Sacramento, CA  95825

3. Protests shall be limited to the following grounds:
   ▪ Procedural irregularities (for example, one or more Proposer treated differently than other Proposers by allowing them to submit additional information after the deadline).
   ▪ Conflict of interest (for example, a member of the Selection Committee is a member of the Board of any bidder organization).
   ▪ County is proposing to award the contract to a Proposer other than the Proposer judged to be qualified by the evaluation committee.

4. The protest letter must contain a complete statement of the basis for the protest.

5. The protest letter must include the name, title, address, e-mail address and telephone number of the person representing the protesting party.

6. County shall investigate all written protests and a response shall be sent by the Director to the Proposer.

7. Awards are not final until approved by the Sacramento County Board of Supervisors.
PROPOSAL CONTENT REQUIREMENTS AND PROPOSER QUALIFICATION REQUIREMENTS

Proposers must prepare a proposal, which includes the items specified below in the order specified below.

A. TABLE OF CONTENTS
   Provide a table of contents, which identifies all major sections of the proposal by page number. All exhibits/attachments must also be referenced by page number.

B. RFP CHECKLIST (Exhibit A in this Packet)(Begin Page 1)

C. RFP COVER LETTER
   The RFP cover letter is included in this packet as Exhibit B. It must be fully completed and submitted with the proposal. You may type directly on this Exhibit OR you may prepare your own statement cover letter using a typewriter or word processor. If Exhibit B from this packet is not used, it is the Proposer’s responsibility to be sure that the format exactly follows Exhibit B and no information is omitted.

D. PROPOSAL NARRATIVE (Includes Program Statement, Narrative, Scope of Service, Job Descriptions)

Sections to the Proposal Narrative as follows:

Organizational Experience and Capacity (15 Points)
A responsive proposal must include a summary of the respondent’s experience and capacity to develop and operate an emergency shelter consistent with this RFP. At a minimum, include the following:

- Purpose/Mission: Give a brief overview of your organization’s history and describe how your proposed program fits within your organization’s mission and current program configuration.

- Experience: Describe your organization’s experience, including the number of years and funding partners, providing street engagement, emergency shelter and re-housing services for individuals experiencing long term homelessness with complex issues similar to the unsheltered population in River District described above. Include number of years, population served, funding amounts and partners, and number served in the program.

- Capacity: Describe your organization’s ability to operate all programs services, including street outreach and engagement, with the service approach and meet the County and City objectives. Include:
  - Job descriptions and minimum qualifications, for all staff you are requesting funding for through this RFP. NOTE: All staffing requested for funding through this RFP must be identified in the budget. Organizational charts for the proposed programs must be attached.
  - Resumes for individuals for key staff who will be directly administering the program.
    - For key staff, describe current or planned training to ensure highest quality service to program participants.
    - Describe a recent training opportunity provided to staff
  - Describe how your organization currently tracks and measures program outcomes and uses data to improve performance. Please provide a specific
example of how data was used to inform or modify a practice. If proposer does not currently track and measure outcomes data, describe the organization’s plan to track.

- Is your organization currently in or has in the last three years been in a contract with DHA or the City of Sacramento, describe
  - The services contracted for, and
  - Whether the organization has any unresolved monitoring findings
    - If findings exist, discuss your organization’s immediate plan to address these findings

**Program Design (30 Points)**
The proposal must demonstrate an understanding of program requirements and the needs of the target population. There must be a clear link between the services and the target population’s advancement towards housing and stability as outlined in this RFP.

Your narrative should clearly and concisely describe the proposed program. The description must:
- Specify how the services in the proposal response will meet or exceed the requirements of the County and City;
- Explain any special resources, procedures or approaches that make the services of Proposer particularly advantageous to the County and City;
- Demonstrate the ability to implement this program in a timely manner consistent with the timeframe and start date proposed on this RFP.

In your narrative, address how your organization intends to integrate the following activities into your program model:

- **Street outreach and engagement:** Describe your community outreach plan; include information on how your organization will successfully engage street population to offer support and transition into shelter.
  - Make note of any challenges and barriers that may arise and how the agency plans to mitigate such issues.
- **Managing and operating shelter services, including**
  - Assessing client needs and successfully engaging participants in flexible client-centered supportive services
  - Case management to client ratio that your budget supports
  - Coordinating service provisions
  - Coordination of transportation services
  - Meals preparation
- **Community engagement:** Strengthen collaboration with the County and City, River District Property Improvement District (PBID), law enforcement, shelters and service providers and charitable organizations to impact street population in the River District.

**Services Approach (15 Points)**
All services should directly support the goal of stabilization and re-housing consistent with the shelter standards. Case management should facilitate connection to mainstream and community based services that improve health, income and advancement towards housing placement and ongoing stability.
The core values of the Department of Human Assistance are: compassion, integrity, trust and innovation; describe how your organizational values align with DHAs and how you will ensure these values are integrated into daily services for shelter participants.

Describe how your organization is skilled at providing strength-based supportive services. Describe the training that staff currently receives, including evidenced-based training (e.g., motivational interviewing). Be as specific as possible.

Describe the organization’s commitment to delivering services with cultural competency by discussing the area’s below:
  o How organizational policies and procedures, program philosophies and mission statements reflect a value for cultural competency.
  o How issues regarding cultural and linguistic competency are addressed and what quality assurance systems are in place to assure continual improvement.

Explain any special resources, procedures or approaches that make the services of Proposer particularly advantageous to the County.

Collaboration/Leveraged Services (20 points)
The primary focus of this program is emergency shelter operations, including meeting the immediate needs of clients, however, the provider provide directly, or through linkages, services that promote permanent housing placement, stability and the necessary services and referrals to prepare homeless persons be self-sufficient.

Describe and identify your organization’s experience in collaborating with other agencies, including government agencies, community partners, faith based organizations and law enforcement. Please provide details on the outcomes of the collaborations. NOTE: Any community service provider named in this section must provide a letter of reference.

Is the collaborations a formalized process between organizations (e.g. via Memorandums of Understanding)? NOTE: MOUs must be attached.

E. BUDGET (20 POINTS)
Use Exhibit C from this packet to provide information for your proposed budget. Proposers must submit a complete organizational operating budget, as well as a complete budget for the proposed program. Evaluation criteria include feasibility, cost effectiveness, and accuracy of the budget.

Please also describe what is included in each line item on the budget

Please describe how calculations were completed to arrive at each budget item in a narrative form. For example, .5 FTE for program manager is necessary due to the oversight and supervisory needs of the program staff.
  • If your proposal includes funding from an outside source (such as private donations or in kind services), they must be clearly identified and described and include the dollar amount and salient funding parameters associated with each outside funding source.

F. REFERENCES
Proposers must submit at least three references. All references given must have had services rendered by you at the present time or within the last two years. References must be satisfactory as deemed
solely by the County. References must be for services similar in scope, volume and requirements to those given in these specifications, terms and conditions. Information to include:

- Company/Agency name
- Contact person (name and title), must be a person directly involved with the services provided
- Complete street address
- Telephone number
- Type of business and type of service provided
- Dates of service

The County may contact some or all of the references provided to determine the Proposers performance record for similar services. The County reserves the right to contact references other than those provided and to use the information gained from them in the evaluation process.

G. INSURANCE REQUIREMENTS (Exhibit D)

The successful proposer(s) shall be required to obtain and maintain insurance according to County requirements, described in Exhibit D of this packet. Proposer must sign the Proposer’s Statement Regarding Insurance Coverage located on the last page of Exhibit D. If a proposer currently does not have insurance in the amounts specified in Exhibit D, do not obtain increased coverage before a contract is offered by the County.

After proposals are evaluated and a contractor(s) is selected, the proposed contractor(s) must provide an original current certificate of insurance within five working days of the notification of selection and offer of a contract. The certificate of insurance must provide proof of coverage in compliance with standard County insurance requirements, as specified in Exhibit D of this RFP packet. Failure to conform to insurance requirements within this time period shall constitute grounds for termination of contract negotiations.

H. NONPROFIT STATUS/ARTICLES OF INCORPORATION

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

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

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

I. CHILD SUPPORT ORDINANCE (Exhibit E)

Proposers are required to read, complete, sign and date the “County of Sacramento Contractor Certification of Compliance Form for those with Court-Ordered Child, Family and Spousal Support” and complete the “Contractor Identification Form”, including the Company Name, Company Address and Completed By sections.
J. NONDISCRIMINATION CLAUSE/STATEMENT OF COMPLIANCE (Exhibit F)
Proposers must read the Statement of Compliance and Nondiscrimination Clause, and sign the form. The Statement of Compliance form must accompany each proposal to comply with Government Code Section 12990 and California Administrative Code, Title II, Division 4, and Chapter 5.

K. DEBARMENT AND SUSPENSION CERTIFICATION (Exhibit G)
Proposers must read and sign the Debarment and Suspension Certification. This certification must accompany each proposal to comply with Code of Federal Regulations, 45 CFR, Part 76.100. County shall verify that Proposer is not listed on the System for Award Management site at: www.sam.gov. Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17.

L. FIVE OR MORE EMPLOYEES (Exhibit H)
Submitters must read and sign the Five or More Employees Statement (Exhibit H).

M. PROOF OF SIGNATURE AUTHORITY
Proposer must provide documentation that the person who signs this proposal is authorized to negotiate on behalf of this corporation and that the signatures recorded are the true and correct signatures of the designated individuals. Samples of acceptable proof are a Resolution by the Board of Directors or letter of Delegated Authority stating those with signature authority which includes the printed name and signature

N. FINANCIAL STATEMENT AND ACCOUNTING SYSTEM
Submit your latest audited financial report, completed by an independent certified public accountant, for the most recently completed fiscal year. If the audit is of a parent firm, the parent firm shall be party to the contract. Evidence of solvency and acceptable accounting practices is required. Governmental agencies are exempt from this requirement.

Proposers’ audited financial statements must be satisfactory, as deemed solely by County, to be considered for contract award.

If an audited financial statement is not available please submit:
• A Federal Income Tax Return for the most recently completed calendar year, or
• An internally prepared annual financial statement for the most recently completed calendar year

N. COST ALLOCATION PLAN
Provide a description of your cost allocation plan. This description should be limited to no more than two pages of narrative and include how your organization allocates administrative or overhead costs over multiple contracts. Sample forms or charts may be included.

Proposer’s cost allocation plan must be satisfactory, as deemed solely by County, to be considered for contract award.

O. READ ONLY EXHIBITS
• Good Neighbor Policy
• Charitable Choice

P. ADDITIONAL INFORMATION
• County Provided Additional Information, including floorplans for the shelter,
• Any additional information that you provide, that has not been explicitly required in the RFP and attached to appropriate section of RFP will be rejected and will not be used in the review, scoring or ranking of your proposal. It is the proposers’ responsibility to ensure that all pertinent information is contained in the response areas listed above.
IV. EXHIBITS
Read, complete, sign and return all required documents, including provided Exhibits A-H (Exhibit I is Read Only)

1) Table of Contents – provided by applicant
2) RFP Checklist – Exhibit A (begin Page 1 of complete Proposal)
3) RFP Cover Letter – Exhibit B
4) Proposal Narrative – provided by applicant
5) Budget Forms and Instructions – Exhibit C
6) References – provided by applicant
7) Insurance Requirements – Exhibit D
8) Non-Profit Status/Articles of Incorporation – provided by applicant
9) Child Support Ordinance/Certificate of Compliance/Contractor Identification Form – Exhibit E
10) Nondiscrimination Clause/Statement of Compliance – Exhibit F
11) Debarment and Suspension Certification – Exhibit G
12) 5 or More Employees Statement – Exhibit H
13) Proof of Signature Authority – provided by applicant
14) Financial Statement of Accounting System – provided by applicant
15) Cost Allocation Plan – provided by applicant
16) Read Only Exhibit – Exhibit I
   • Good Neighbor Policy
   • Charitable Choice
17) Additional Information – DHA Provided Information ONLY, no additional information supplied by proposer in this section will be included in the review, scoring, or ranking of submitted proposal.
18) Guiding Principles – Informational

NOTE:

• All RFP requirements and exhibits contained in this packet from this page forward MUST be included in your submitted proposal packet.

• Be sure to sign all signature lines in BLUE ink.

• The completed proposal is due to DHA no later than:

   Friday, October 11, 2019, No Later Than 3:00 P.M.
   1825 Bell Street, Suite 200, Sacramento CA 95825
Exhibit A - RFP CHECKLIST

The following list identifies all items that must be submitted in your proposal package. Space for check marks is provided in the left margin for your convenience. Signatures must be in BLUE ink. Your proposal packet must include one (1) original proposal with original signatures and all documents listed below, plus five copies of items 1 through 5.

_____ 1. **Table of Contents** (Must Include page numbers – provided by Applicant)

_____ 2. **RFP Checklist** Proposer must sign the Checklist (Exhibit A – this page – also, Page 1 of Table of Contents)

_____ 3. **RFP Cover Letter/Intent to Meet RFP Requirements/Proposers Statements** (Exhibit B in this packet)

_____ 4. **Proposal Narrative** (Provided by Applicant)

_____ 5. **Budget** (Exhibit C in this packet)

_____ 6. **References** (Provided by Applicant – References will be verified)

_____ 7. **Insurance Requirements** Applicant must sign the Proposers Statement Regarding Insurance Coverage (Exhibit D - "Insurance Requirements" in this packet)

_____ 8. **Nonprofit Organization Status/Articles of Incorporation** Provided by Applicant – must submit:
   
   - Evidence of their tax exemption status as defined by the Internal Revenue Service and the Franchise Tax Board, and
   
   - All corporations must show evidence of incorporation by the California Secretary of State.

_____ 9. **Child Support Ordinance** Applicant must read the Child Support Ordinance, complete and sign the Contractor Certification of Compliance form, and complete and sign the Contractor Identification Form (Exhibit E in this packet).

_____ 10. **Nondiscrimination Clause/Statement of Compliance** Applicant must read the Nondiscrimination Clause and complete and sign the Nondiscrimination Statement of Compliance. (Exhibit F in this packet)

_____ 11. **Debarment and Suspension Certification** Proposers must read, complete and sign the Debarment and Suspension Certification (Exhibit G in this packet). County shall verify that Proposer is not listed on the Excluded Parties Listing System (EPLS) at: www.epls.gov. Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17.

_____ 12. **Five or More Employees Statement** Applicant must sign (Exhibit H in this packet)

_____ 13. **Proof of Signature Authority** Provide proof that the person who signs this proposal is authorized to negotiate on behalf of this corporation.

_____ 14. **Financial Statement** Provided by Applicant (Government agencies are exempt) All proposers must submit an audited financial statement for the most recently completed fiscal year by an independent, certified public accountant. You must show evidence of solvency and adequacy of accounting practices. If an audited financial statement is not available please submit:
   
   - A Federal Income Tax Return for the most recently completed calendar year; or
   
   - An internally prepared annual financial statement for the most recently completed calendar year

_____ 15. **Cost Allocation Plan**

   Provide a description of your cost allocation plan. This description should be limited to no more than two pages of narrative and include how your organization allocates administrative or overhead costs over multiple contracts. Sample forms or charts may be included.

_____ 16. **Good Neighbor and Charitable Choice Policy** Read Only (Exhibit I in the packet)

_____ 17. **Additional Information** (provided in this packet including shelter floorplans)

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Signature of Proposer’s Authorized Representative

Date
NORTH A CAMPUS EMERGENCY SHELTER FOR SINGLE ADULTS

RFP NO. 2020-002

EXHIBIT B

RFP COVER LETTER AND PROPOSER’S STATEMENTS

INTENT TO MEET RFP REQUIREMENTS

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

Attention: Contracts Manager

SUBJECT: NORTH A CAMPUS EMERGENCY SHELTER FOR SINGLE ADULTS

TYPE OF BUSINESS/AGENCY: (CHECK ONE)

☐ Public ☐ Corporation ☐ Private Nonprofit ☐ Private for Profit ☐ Individual Owner ☐ Partnership

Name of Proposer (Legal Entity)

Name, Parent Corporation (if applicable)

Address of Proposer (Street, City, Zip Code)

Proposer's Federal Tax Identification Number

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

Fax Number of Proposer

E-Mail Address of Proposer

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

I certify that all statements in this Exhibit B, Proposers Statements, are true. This certification constitutes a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result hereof to be void. I agree to provide the County with any other information the County determines is necessary for the accurate determination of the agency's qualification to provide services.

I certify that ____________________________ will comply with all requirements specified in the (agency's name) RFP which are applicable to the services which we wish to provide. I agree to the right of the County, State, and Federal government to audit ____________________________ (agency's name) financial and other records.

__________________________________________
Print Name of Proposer or Authorized Agent

__________________________________________
Signature of Proposer or Authorized Agent

__________________________________________
Date

SIGNATURES MUST BE IN BLUE INK

Proposal responses must include evidence that the person or persons signing the proposal is/are authorized to execute the proposal on behalf of the Proposer.
The budget must be prepared on a cash accounting basis. Complete the forms for a full year.

PERSONNEL EXPENSE FORM

To complete the Personnel Costs form, in:

- **Column 1**, (Positions) insert any positions not already identified on the form,
- **Column (a)**, (Annual Salary), insert the Annual Salary cost for each position at full time,
- **Columns (b) through Column (d)** (Benefits) insert the annual employer paid benefits.
- **Column (e)**, (Total Salary & Benefits) add Columns (a) through Column (d), place the total in Column (e).
- **Column (f)** (FTE) inserts the percentage of time of this position to be worked on this contract.
- **Column (g)** (Total Cost Requested) Multiply Salary & Benefits (Column (e)), times FTE for this contract (Column (f)), equals Column (g).
- Add all the cost of each position and place that total at bottom of the page.

ADMINISTRATION AND OVERHEAD EXPENSE FORM

To complete the Expense form:

- List expense items in the **Column (a)**. Include the total for Administrative staff on the first line.
- List the cost for each item in **Column (b)**.

Add all of the amounts in **Column (b)**. This will reflect your total program costs.
## EXHIBIT C

### PERSONNEL COSTS

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<th>(C) EMPLOYER'S RETIREMENT CONTRIBUTION</th>
<th>(D) EMPLOYER'S INSURANCE CONTRIBUTION</th>
<th>(E) SALARY &amp; BENEFITS</th>
<th>(F) FTE THIS CONTRACT</th>
<th>(G) TOTAL COST REQUESTED</th>
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</tbody>
</table>

PLACE THE TOTAL FROM BOX 1 ABOVE IN THE FIRST BOX ON THE NEXT PAGE
EXHIBIT C

ADMINISTRATION AND OVERHEAD EXPENSES

<table>
<thead>
<tr>
<th>Administrative and Overhead Expense Description</th>
<th>Total Program Cost</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Costs (Box 1 from previous page)</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Internet</td>
<td>$</td>
<td>Estimated at $500 per month</td>
</tr>
<tr>
<td>Utilities</td>
<td>$</td>
<td>Estimated at $20,000 per month</td>
</tr>
<tr>
<td>Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Telephones</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Building Maintenance and Repairs</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Direct Services list by category below:

<table>
<thead>
<tr>
<th>Service</th>
<th>Total Program Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food</td>
<td>$</td>
</tr>
<tr>
<td>Employment and Training</td>
<td>$</td>
</tr>
<tr>
<td>Rental Assistance</td>
<td>$</td>
</tr>
<tr>
<td>Transportation</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>TOTAL PROGRAM COSTS</td>
<td>$</td>
</tr>
</tbody>
</table>
A sample of the insurance exhibit included in the standard Sacramento County agreement follows this page.

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

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

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

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

Contact Rick Wright Contract Manager, 874-2778, for any further information you may require regarding insurance coverage.
Without limiting CONTRACTOR’s indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. COUNTY’s requirements shall be reasonable, but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

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

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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


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

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

C. Workers’ Compensation: Statutory requirements of the State of California and Employer’s Liability Insurance.

D. Professional Liability or Errors and Omissions Liability insurance, including Sexual Molestation and Abuse coverage (unless included under the CONTRACTOR’s General Liability), appropriate to CONTRACTOR’s profession.
E. **Umbrella** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers’ Liability, and any other liability coverages (other than Professional Liability) designated under the Minimum Scope of Insurance.

F. **Cyber Liability** including errors and omissions, identity theft, information security, and privacy injury liability. Coverage shall include but is not limited to:

1. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.
2. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
3. Administrative expenses for forensic expenses and legal services.
4. Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
5. Identify event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

III. **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

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

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

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

B. Automobile Liability:

   1. Commercial Automobile Liability for Corporate/business-owned vehicles including non-owned and hired, $1,000,000 Combined Single Limit.

   2. Personal Lines Automobile Liability for Individually owned vehicles, $250,000 per person, $500,000 each accident, $100,000 property damage.

C. Workers’ Compensation: Statutory.

D. Employer’s Liability: $1,000,000 per accident for bodily injury or disease.
E. Professional Liability or Errors and Omissions Liability: $1,000,000 per claim and aggregate, including Sexual Molestation or Abuse (unless coverage provided by Commercial General Liability Policy.) Sexual Molestation or Abuse may be included under Professional Liability with a sublimit not less than $250,000 per person or occurrence and $1,000,000 annual aggregate.

F. Cyber Liability including Identity Theft, Information Security and Privacy Injury Liability; $1,000,000 per claim or incident and $1,000,000 aggregate.

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

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

V. **CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

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

A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.

B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

C. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. **OTHER INSURANCE PROVISIONS**

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

A. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.

B. Maintenance of Insurance Coverage: The Contractor shall maintain all insurance coverage and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

C. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.
VII. **COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

A. Additional Insured Status: COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.

B. Primary Insurance: For any claims related to this Agreement, CONTRACTOR’s insurance coverage shall be endorsed to be primary insurance as respects: COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR’s insurance and shall not contribute with it.

C. Severability of Interest: CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

D. Subcontractors: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR’s subcontractor.

VIII. **PROFESSIONAL LIABILITY**

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

IX. **WORKERS’ COMPENSATION**

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

X. **NOTIFICATION OF CLAIM**

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

APPLICANT’S STATEMENT REGARDING INSURANCE COVERAGE

The successful applicant shall be required to obtain and maintain insurance according to County requirements, described in this Exhibit. If an applicant currently does not have insurance in the amounts specified this Exhibit, applicant should not obtain increased coverage before a contract is offered by the County.

APPLICANT HEREBY CERTIFIES that Applicant has reviewed and understands the insurance coverage requirements specified in Exhibit C of this packet. Should Applicant be awarded a contract, Applicant further certifies that Applicant can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the County of Sacramento as Additional Insured.

Name of Applicant (Legal Entity)

Signature of Applicant’s Authorized Representative

Name & Title of Authorized Representative

Date of Signing

SIGNATURES MUST BE IN BLUE INK
NORTH A CAMPUS EMERGENCY SHELTER FOR SINGLE ADULTS

EXHIBIT E

CHILD SUPPORT ORDINANCE

Contract Language:

CHILD SUPPORT COMPLIANCE CERTIFICATION:

A. CONTRACTOR’S failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor’s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

B. CONTRACTOR’S failure to cure such default within 90 days of notice by COUNTY shall be ground for termination of this Agreement.

C. If CONTRACTOR has a Principal Owner, Contractor shall provide Principal Owner information to the COUNTY upon request. Principal Owner is defined for purposes of this agreement as a person who owns an interest of 25% or more in the CONTRACTOR. Information required may include the Principal Owner’s name, address, and social security number. Failure to provide requested information about a Principal Owner within 60 days of request shall be deemed a material breach of this contract and may be grounds for termination.
COUNTY OF SACRAMENTO  
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM  
FOR THOSE WITH COURT-ORDERED  
CHILD, FAMILY AND SPOUSAL SUPPORT

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business, or proposes to do business, demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business or desire to do business with:

CONTRACTOR hereby certifies that either: (choose one of four)

☐ (a) the CONTRACTOR is a government or non-profit entity (exempt),
☐ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt),
☐ (c) each Principal Owner (25% or more), does not have any existing child support orders,
☐ (d) CONTRACTOR’S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and

b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor’s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (866) 901-3212, by writing to P. O. Box 269112, Sacramento, 95826-9112, or by E-mailing: DCSS-BidderCompliance@saccounty.net.

____________________________________  ___________________  
CONTRACTOR  DATE

____________________________________  
Signed Name

____________________________________  
Printed Name

SIGNATURES MUST BE IN BLUE INK
CONTRACTOR IDENTIFICATION FORM

- Contractor is exempt.
- If not exempt, CONTRACTOR TO COMPLETE:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Taxpayer ID</th>
<th>Company Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Do you or anyone else own 25% or more of this Contractor/Company? (Sole Proprietors answer yes)
   - Yes ☐  No ☐

2. If so, is dependent health insurance available to/or through Contractor/Company?
   - Yes ☐  No ☐

If YES to question #1, please complete the following as to each of these individuals:

<table>
<thead>
<tr>
<th>Principal Owner Name</th>
<th>Social Security #</th>
<th>Residence Telephone #</th>
<th>Residence Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Principal Owner Name</th>
<th>Social Security #</th>
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<th>Residence Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Principal Owner Name</th>
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<th>Residence Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Principal Owner Name</th>
<th>Social Security #</th>
<th>Residence Telephone #</th>
<th>Residence Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Completed by: ________________________________  Date: ________________

DEPARTMENT TO COMPLETE: (Note: This form does not need to be sent to DCSS if exempt but the County Contract Officer may want to keep for their records)

<table>
<thead>
<tr>
<th>Contract/PO #</th>
<th>Amount Paid/Payable $</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Department Submitting Information:
Department Contact Person:
Telephone Number: ___________________  E-mail Address: ___________________
NORTH A CAMPUS EMERGENCY SHELTER FOR SINGLE ADULTS

EXHIBIT F

NONDISCRIMINATION CLAUSE

A. CONTRACTOR shall not discriminate against any employee or proposer for employment because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability. CONTRACTOR shall take affirmative action to provide that proposers are employed and that employees are treated during employment without regard to their race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and proposers for employment, notices to be provided by CONTRACTOR setting forth the provisions of this Equal Opportunity Clause.

B. CONTRACTOR agrees and assures COUNTY that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended, California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15 and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of distinctions based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement. For the purposes of this Agreement, discrimination based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any services; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of service on the basis of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any services; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of service on the basis of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability

This assurance is given in consideration and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the CDSS Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.
By making this assurance, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, COUNTY shall have the right to invoke all remedies available at law or equity, and specifically including fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

C. CONTRACTOR shall provide an atmosphere free of sexual harassment for its employees, clients, volunteers, and employees.

D. CONTRACTOR shall in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified proposers will receive consideration for employment without regard to race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability.

E. CONTRACTOR shall send, to each labor union or representative of workers with which it has a collective bargaining agreement, a notice to be provided by CONTRACTOR, advising the labor union or worker’s representative of CONTRACTOR’S commitment under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and proposers for employment.

F. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
NORTH A CAMPUS EMERGENCY SHELTER FOR SINGLE ADULTS

EXHIBIT F

NONDISCRIMINATION STATEMENT OF COMPLIANCE

__________________________________________________________, hereinafter referred to as (agency name)

“prospective contractor” hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5 in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applications for employment because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability.

I ______________________________ hereby swear that I am duly authorized to legally bind the prospective (name of official)

contractor to the above-described certification. I am fully aware that this certification executed on __________ in the (date)

County of _____________________ is made under the penalty of perjury under the laws of the state of California. (County)

__________________________________________________________
Print

__________________________________________________________
Signature

__________________________________________________________
Title

__________________________________________________________
Date

SIGNATURES MUST BE IN BLUE INK
NORTH A CAMPUS EMERGENCY SHELTER FOR SINGLE ADULTS

EXHIBIT G
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

4. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Shall notify COUNTY within ten days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.

6. Shall obtain a certification from all its subcontractors funded through this Agreement that subcontractor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

7. Hereby agree to terminate immediately, any subcontractor’s services that will be/are funded through this Agreement, upon discovery that the subcontractor has become debarred or suspended or is otherwise ineligible or voluntarily excluded from covered transactions by any federal department or agency.

________________________________________
Print Name of Proposer (Legal Entity)

________________________________________
Signature of Proposer’s Authorized Representative

________________________________________
Name & Title of Authorized Representative

________________________________________
Date of Signing

SIGNATURES MUST BE IN BLUE INK
EXHIBIT H

FIVE OR MORE

EMPLOYEES STATEMENT

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

Contractor Name: ____________________________________________

Contract No (s): ____________________________________________

I certify that I have:

☐ 0 - 4 employees

☐ 5 or more employees

________________________________________
Date

________________________________________
Print Name

________________________________________
Signature

________________________________________
Title

________________________________________
Tax Identification Number

________________________________________
Phone Number

SIGNATURES MUST BE IN BLUE INK
NORTH A CAMPUS EMERGENCY SHELTER FOR SINGLE ADULTS

EXHIBIT I
GOOD NEIGHBOR POLICY

THE CONTRACTOR SHALL:

A. CONTRACTOR shall comply with COUNTY’S Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:

1. Provision of parking adequate for the needs of its employees and service population;
2. Provision of adequate waiting and visiting areas;
3. Provision of adequate restroom facilities located inside the facility;
4. Implementation of litter control services;
5. Removal of graffiti within seventy-two hours;
6. Provision for control of loitering and management of crowds;
7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
8. Participation in area crime prevention and nuisance abatement efforts; and
9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY’S individualized assessment of CONTRACTOR’S facility, services and actual impacts on the neighborhood in which such facility is located.

B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR’S compliance with the required good neighbor practices specified in this section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

C. CONTRACTOR shall comply with all applicable public nuisance ordinances.

D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR’S site is located.

E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within the specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

F. CONTRACTOR’S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.
NORTH A CAMPUS EMERGENCY SHELTER FOR SINGLE ADULTS

EXHIBIT I
CHARITABLE CHOICE

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

- Substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT);
- The Projects for Assistance in Transition from Homelessness (PATH) formula grant program;
- Substance Abuse and Mental Health Services Administration (SAMSHA) discretionary grants; or
- General Temporary Assistance for Needy Families (TANF), that

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54; or Title 45, Code of Federal Regulations (CFR) Part 260, whichever applies to this Agreement.

2. CONTRACTOR’s services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution.

3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from Federal, State or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR Part 54.4) and (45 CFR Part 260(b)(2)).

4. CONTRACTOR shall not expend any Federal, State or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR Part 54.5) and (45 CFR Part 260(c)).

5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR Part 54.7) and (45 CFR Part 260(f)).

6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR.

7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR Part 54.8) and (45 CFR Part 260(g)(1)).

8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary’s objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR Part 54.8) and (45 CFR Part 260(g)(3)).

If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR Part 54.7 to the extent that 42 CFR Part 54.7 conflicts with 42 U.S.C. 2000e-1.
CONTRACTOR shall read and comply with all the provisions of this section.

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

B. CONFIDENTIALITY
1. Personally Identifiable Information (PII) is information directly obtained in the course of performing an administrative function on behalf of a welfare program, such as determining eligibility, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, address, social security number, date of birth, driver’s license number or identification number. PII may be electronic or on paper.

2. As required by State and Federal laws and regulations, including California Welfare and Institutions Code Section 10850 and Division 19-000 of the State Department of Social Services Manual of Policies and Procedures, Confidentiality, Fraud, Civil Rights and State Hearings, CONTRACTOR is required to safeguard PII and not publish or disclose, use or permit, or cause to be published, disclosed, or used, any PII pertaining to an applicant or recipient for any purpose not directly connected with the administration of public social services. Access to this PII is restricted to only those staff that needs PII to perform their official duties as specified in this contract.

3. CONTRACTOR must use all reasonable measures to prevent non-authorized personnel and visitors from accessing, controlling, or viewing this PII.

4. CONTRACTOR staff is not to access their own public assistance records, nor the records of friends, family, acquaintances, co-workers, or tenants for any reason.

5. CONTRACTOR agrees to inform all of its employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state law is a misdemeanor.

C. SECURITY
1. CONTRACTOR staff for whom CalWIN accounts or other DHA accounts are requested must be 18 years or older and must first comply with the following: pass a California State Department of Justice security clearance, complete the DHA security training, sign the DHA Staff Statement of Confidentiality (DHA form SC63), and sign the DHA security agreement (DHA form SC1170).

2. CONTRACTOR shall ensure that data containing PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Such data must not be removed from the premises except for routine business purposes. Such data shall not be left unattended at any time in vehicles or airplanes and in checked baggage on commercial airplanes.
3. CONTRACTOR shall dispose of paper documents containing PII through confidential means, such as cross cut shredding and pulverizing.
4. CONTRACTOR shall ensure that only the minimum amount of PII is downloaded onto systems, electronic equipment, and media, such as computers, laptops, notebooks, hard drives, flash drives, CD/DVDs, when absolutely necessary for current business purposes.
5. CONTRACTOR shall ensure that all PII is wiped from systems, electronic equipment, and media when the data is no longer legally required.
6. CONTRACTOR shall ensure that all e-mails that include PII that are sent outside of its e-mail environment are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.
7. CONTRACTOR shall ensure that all computers, laptops, notebooks, and other systems that process and/or store PII have commercial third-party anti-virus software installed and that such software is updated when new anti-virus definitions or software releases are available.
8. CONTRACTOR shall ensure that all electronic equipment and media, such as computers, laptops, notebooks, hard drives, flash drives, CD/DVDs, that contain PII are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.

D. IN THE EVENT OF PII INCIDENTS
1. Incidents include actual or suspected intrusion, loss or unauthorized use or disclosure of PII.
2. In the event of an incident, CONTRACTOR shall immediately, no later than within 24 hours, notify the COUNTY by telephone call or e-mail. Telephone 916 875-3610 or e-mail DHA-ISO@saccounty.net. CONTRACTOR shall provide a description of the incident, including date, time, and location; numbers of documents, files, and records; names of all participants affected; description of the PII and its source; type of system, equipment, or media affected; description of how the data was physically stored, contained, or packaged; names of persons involved; probable causes; corrective actions taken or planned; if the incident was reported to law enforcement, the law enforcement report number; and any other details about the incident as requested by COUNTY.
3. In the event of an incident, if requested by COUNTY, CONTRACTOR shall immediately, for the purpose of reviewing compromised PII:
   • Allow COUNTY to access and review the content of CONTRACTOR’s systems, equipment, and media affected by the incident.
   • Provide to the COUNTY copies of electronic documents and records containing PII that resided on CONTRACTOR’s systems, equipment, or media at the time of the incident.
4. If a breach of security has occurred in the CONTRACTOR’s use of PII provided by the COUNTY, the CONTRACTOR is responsible for any and all breach notifications and associated costs to the extent the breach of security was caused in whole or part by the negligence, recklessness or intentional error or omission of Contractor. The means and contents of any breach notifications must first be approved by the COUNTY.
E. REPORTING REQUIREMENTS
The contractor will be required to complete monthly reporting documents to capture required DHA and CDSS information. Information required by State and Federal governments changes rapidly, thus requiring changes in reporting during the contract period. The contractor must have in place a comprehensive management information system and system unit to comply with the changing fiscal and performance reports required. The successful applicant will be required to provide timely information on shelter turn away numbers using the procedure and format that will be provided by DHA. The successful applicant will be required to enter full required information into the Homeless Management Information System (HMIS) in the prescribed timeframe as dictated by DHA.

F. INFORMATION SYSTEM COMMUNICATION NEEDED BY CONTRACTOR
Both DHA and Proposer will be exchanging information. Proposals must include computer access to allow for sharing of case information while protecting participant confidentiality.

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

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

The Sacramento County Emergency Shelter Standards are grounded in the following principles and values that promote a philosophy for service provision. These principles and values intend to help guide the delivery of shelter services.

1. The health and safety of participants, volunteers and staff should be safeguarded within each shelter.
2. All people experiencing homelessness have the right to shelter service regardless of religious affiliation, race, color, national origin, ancestry, political or religious beliefs, language, disability, family composition, gender identity and/or sexual orientation. Staff must respect and be sensitive to the diversity of participants. Participants’ rights must be protected against all forms of discrimination.
3. The shelter will provide an atmosphere of dignity and respect for all shelter participants, and provide services in a non-judgmental manner.
4. Participants are capable of moving toward increasing levels of self-reliance and self-determination. Shelter staff will work with participants to assist them in achieving their goals.
5. Shelter staff often have access to detailed and highly sensitive personal information about participants. Protecting the privacy and confidentiality of shelter participants and their personal information is of the utmost importance.
6. People who are experiencing homelessness, like other members of our community, may use substances to varying degrees. Everyone is entitled to shelter service whether or not they use substances. As a result, these standards require that admission, discharge and service restriction policies must not be based on substance use alone, unless otherwise specifically provided for in these standards.
7. In order to provide effective shelter programs and services, shelter participants must be offered opportunities to provide input and feedback in service provision and program planning for the program in which they participate.
8. In shelters in which support services are provided, staff should actively attempt to engage all participants in services designed to support shelter exit to stable housing with consideration given to each participant's barriers to engagement.
9. All shelter participants are entitled to just and standardized procedures for determining eligibility, admissions, sanctions and dismissals, and resolving grievances.
10. All program participants are entitled to enjoy the maximum amount of privacy within the constrictions of the shelter environment.
11. Shelters are part of a larger network of homeless services and agencies. Collaboration within this network is important to ensure effective and coordinated services.
SHELTER STANDARDS

Minimal requirements for entry are placed on shelter participants. The shelter’s primary role is to provide basic life sustaining services in a manner that fosters a safe and affirming atmosphere for all program participants. Participants of local shelters may come from a variety of backgrounds and present with different needs, this could include, but is not limited to, those with pets, large amounts of personal belongings, identifying as part of a multi-member household or self-identify as LGBTQ, or non-binary.

The local shelter standards were developed based on the guiding principles of inclusion, dignity, accessibility, self-determination and mutual accountability. They are intended to ensure a consistent quality of care across all shelters and to operationalize low barrier, housing first emergency shelter services to those unsheltered throughout our community.

Lowering barriers and accommodating different types of households is an evolving process. Shelters may already be meeting many of the below shelter standards, and it is understood that compliance will increase over time. Where possible, technical assistance and training will be provided to help shelters meet the standards over the course of the next several years.

OPERATIONS

Addressing Community Impacts
Shelter must develop and post Good Neighbor Policies addressing the shelter premises and the immediate surrounding neighborhood. These policies must clearly show provisions for how the shelter actively discourages and addresses excessive noise or loitering from program participants and others who may be near the site. Where applicable, the shelter must show coordination with other services providers and community partners to address the above issues and their impacts.

Admission
All shelters must have clearly written and consistently implemented referral standards, admission policies, and hours for new participant admission. All shelters must accept new participant admissions (when shelter is open, and beds are available) Monday through Friday for at least a four-hour period daily. When feasible, admissions should be accepted on weekends.

Once a community-wide coordinated entry system (CES) for shelters is operationalized, if any public funds are provided, the shelter must adhere to the admission protocols developed for the CES.

Denial of admission
Denial of admission to the facility can only be based on the following reasons and is at the discretion of the shelter:
- Household does not meet the basic eligibility criteria for shelter admission (e.g. gender, age, homeless status, domestic violence victim, etc.). Shelters with beds designated by funding sources as having additional restrictions (e.g. VA beds that require advance approval by the VA) may deny entry to those not meeting funder requirements.
- A restraining order that prohibits admission to the facility.
- Documented violent or threatening behavior
- Conduct from prior stay at the shelter that puts the health and safety of staff or participants at risk (e.g. violence, weapons violations, disclosing confidential location of shelter, and egregious damage to property). If a household is denied entrance based on a prior stay the household must be informed of the reason, conditions for lifting the restriction and right to appeal, including whom to contact regarding an appeal and information about the appeal process.
- The household requires care and supervision to manage the activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without the appropriate supports available on-site.

Intake

Upon admission, participants must be provided with copies of the following:
- Participant rights
- Written program rules
- Storage policy, including storage after exit
- Medication storage policy
- Grievance Procedure

Database Management System

Upon 48 hours of entry into the program, data on all participants will be entered in the Homeless Management and Information System (HMIS), pursuant to the data standards required by Sacramento Steps Forward (SSF). Participant files must be maintained in accordance with the requirements of (HMIS) operated by SSF. For complete information on HMIS Data Standards, visit: https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual-2017.pdf

Hours

All shelters must post hours of operation in a visible location. If the facility is open 24/7, participants must be allowed access to their possessions and to the facility common space at all times. If access to sleeping areas is not available during the day, accommodations should be made to allow access for those working second and third shifts, those who are ill, etc.

All shelters must provide facilities available to participants for sleeping for a minimum of eight (8) hours.

Participant Rights

Participant rights must be provided in writing and posted in the facility. All program requirements must be consistent with these standards. Rights must include:
- Participants have the right to be treated with dignity and respect;
- Participants have the right to privacy within the constrictions of the shelter environment;
- Participants have the right to be treated with cultural sensitivity;
- Participants have the right to self-determination in identifying and setting goals;
- Services should be provided to participants only in the context of a professional relationship based on valid, informed consent;
- Participants should be clearly informed, in understandable language, about the purpose of the services being delivered, including participants who are not literate and/or have limited-English proficiency;
- Participants have the right to confidentiality and information about when confidential information will be disclosed, to whom and for what purpose, as well as the right to deny disclosure, unless disclosure is required by law;
- Participants have the right to reasonable access to records concerning their involvement in the program.

Participant Responsibilities

Participant responsibilities must be provided to each participant in writing upon admission and posted in the facility in a visible location. This must include:
- A clear description of all program rules and potential consequences for violations of these rules.
- A “participant agreement” policy that outlines expected behavior in order to not interfere with the rights of other participants.
- Expectations regarding working to exit shelter into stable housing as quickly as possible.

Confidentiality

All shelters must have confidentiality policies that at minimum are consistent with Homeless Management Information System (HMIS) privacy and security requirements, make certain that files are kept in a secure or locked location, and ensure that verbal communication of confidential information is done in such a way that avoids unintended disclosure.

Curfew

If a shelter has a curfew policy, the policy must be clearly written and explained to participants at shelter entry. The policy must be consistently enforced. Missing a curfew cannot be a reason for denial of entry or discharge unless the late arrival compromises the health or safety of other participants or staff or if the participant’s late arrival repeatedly interferes with the rights of other participants to peaceful enjoyment of the facility.

Participant input

Programs shall provide participants with on-going opportunities to voice opinions, participate in program operation and programming, and make suggestions regarding programming and rules. This can be accomplished in a variety of ways including exit interviews, discharge surveys, one-on-one interviews, participant surveys, participant focus groups, inclusion of homeless or formerly homeless members on the agency board of directors, having homeless or formerly homeless people trained and hired as staff, and/or the creation of a participants’ advisory council.
In addition to any other activities, shelters must host optional participant meetings once per month and provide at least 24 hours advance notice to participants of the meeting time and location.

**Participation in religious activities**

Shelters cannot require participation in religious activities. Religious activities include moments of prayer, the saying of grace before meals, or spiritual studies. While these activities are not prohibited, participation in such activities may not be required.

**Handling Participant mail**

If a shelter provides mail service, any mail sent or received cannot be interfered with (e.g. staff opening participants’ mail, not providing mail to the participant on the day it is received, etc.).

**Storage of Participant belongings**

All shelters must have a written policy that is provided upon intake as to what provision is made for securing belongings including what possessions can be held by the program at participant request such as money, medications, and vital documents.

If a shelter holds funds or possessions on behalf of participants, this service must be voluntary, the program must maintain a log of items in their possession, and the funds or possessions must be promptly returned upon the participant’s request. Each shelter should decide how specifically to make their log with consideration to their liability. It is expected that the log would track only those belongings that participants choose to store with the program and not all possessions brought into the shelter. This does not apply to belongings abandoned by a person who does not return to the shelter; in that situation, please refer to Storage of Belongings After Discharge.

Shelters must provide lockable lockers, storage trunks or make other accommodations that allow participants to securely store their belongings. Reasonable access by the participants to their belongings must be provided. Waivers of the requirement that storage space be lockable can be requested if the physical layout of the shelter does not allow for lockable space.

**Medication**

Shelters may not administer or dispense medication and may not require participants to turn over medication, unless administered by a licensed staff person as part of an on-site supportive program in which a shelter participant is dually enrolled.

Shelters must have a written policy that is provided upon intake as to whether provision is made for securing prescription medications and participants’ responsibility to store and utilize their medication safely. Shelters may encourage participants to lock medications in secure storage areas made available in order to protect medication from theft but may not require participants to turn over medication.
Shelters must make available a lockable storage area for medications and access to refrigeration for medications. This can include a locked box within a refrigerator that also serves other functions.

**Participant emergency information**

Shelter staff must collect emergency contact information and information about health needs upon admission that may impact an emergency response. Such information should be kept in a place accessible to on-duty staff in the event of an emergency.

**Universal precautions**

Staff must comply with universal precautions, proper sharps disposal and have a written policy in place governing protocols related to universal precautions.

**First aid supplies**

Basic first aid supplies must be available on-site and accessible to staff at all times.

**Weapons**

All shelters must have a weapons prohibition policy. Weapons include but are not limited to firearms, pepper spray, mace, and knives. Shelters should use discretion when determining which types of knives should be prohibited. Shelters may, but are not required to, have a mechanism for checking and storing weapons upon entry.

**Smoking**

Shelters shall prohibit smoking indoors and reasonable efforts must be made to prevent smoke from entering buildings. No smoking should be allowed within 20 feet of shelter facilities unless this is infeasible due to layout of grounds. Shelters are required to follow any local ordinances regarding smoking in public areas.

**Accessibility**

All shelters must conform to all pertinent requirements of the Americans with Disabilities Act (ADA). See [https://www.ada.gov/pcatoolkit/chap7shelterchk.htm](https://www.ada.gov/pcatoolkit/chap7shelterchk.htm).

Beds designated as accessible must comply with federal height and distance standards requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor. Beds designated as accessible must be prioritized for participants with disabilities. Shelters are encouraged to provide as many ADA accessible beds as possible, but it is not required or expected that all beds meet these requirements.
Program documentation must be provided in forms accessible to hearing-impaired and sight-impaired individuals, upon request.

Shelters that provide transportation for participants must also make provisions for participants who need vehicles that are wheelchair accessible.

**Pets/Service Animals**

Shelters must have a policy regarding whether pets are allowed in the facility. Per ADA requirements, shelters must make reasonable accommodation for service animals. Additional information regarding ADA requirements for service animals from the U.S. Department of Justice is included in [https://www.ada.gov/service_animals_2010.htm](https://www.ada.gov/service_animals_2010.htm). According to this guidance, emotional support, therapy, comfort, or companion animals are not considered service animals under the ADA. These terms are used to describe animals that provide comfort just by being with a person. Because they have not been trained to perform a specific job or task, they do not qualify as service animals under the ADA.

If a Shelter allows pets, they can establish a maximum per guest pet limit. This must be included in the Shelter policies and admission documents.

**Animal Care**

Pet owners assume most of the responsibilities for caring for their animals, unless the owner is prevented from doing so by a disability or other special need. Owners’ responsibilities include providing their animals with food and water, cleaning their animals’ cages as needed, and taking their dogs to the dog relief area. Pet owners are also responsible for administering all regular medications to their animals, apart from vaccinations. The Shelter will be required to provide, at a minimum, kennels, animal blankets, leashes, collars, food, and water.

The Shelter reserves the right to refuse admittance to animals that appear too aggressive for the shelter to handle. Regardless of initial presenting temperament, enforcement of shelter rules to reduce the risk of bites and other injuries must be observed and include:

- Aggressive animals should be handled only by their respective owners or trained staff members;
- All animals on shelter property should be leashed or confined at all times;
- Pet owners should not handle or touch pets other than their own; and
- All incidents involving aggressive animals are documented in writing prior to removal from site.

**Non-discrimination/reasonable accommodation**

All shelters must have policies on non-discrimination and reasonable accommodation and make reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the program would result from the accommodation.
Transgender access

All shelters must comply with the HUD Rule on Appropriate Placement for Transgender Persons in Single-Sex Emergency Shelters and Other Facilities. See link: Transgender Placements.

Grievance

All shelters must have a written grievance and complaint protocol that is provided to each participant upon intake and is publicly posted in a location visible to participants. The protocol must include:

- The opportunity for participants to present their case before a neutral decision-maker (a supervisor or manager who was not directly involved in the incident or situation of the grievance)
- Accommodation of third-party advocates in the grievance process. Reasonable efforts must be made to coordinate with a participant’s advocate in order to schedule the appeal.
- A requirement that participants be given a written response to their grievance within a reasonable time frame.
- A provision that when a participant files a grievance related to his/her ability to stay in the shelter the action is suspended until the grievance process is completed unless allowing the participant continued residence poses a risk to the health and safety of other participants and/or staff.
- An appeals procedure that allows participants to appeal, at a minimum, decisions related to admissions denials for cause, terminations and disciplinary actions.
- Provisions for providing participants with information about any subsequent appeals process available through any funding agency.

Emergency response

All shelters must have an emergency response plan in place.

Infectious disease

Shelter are a valuable partner in public health and as such are responsible to report any suspicious of infectious disease within the shelter or when suspect or detected among any shelter participant. For information about how and when to report, visit: http://www.dhs.saccounty.net/PUB/Pages/Electronic-Disease-Reporting.aspx

Abuse reporting

All shelters must have a policy that details any legal duties to report elder and dependent adult abuse and a written plan and process for reporting such abuse to the appropriate reporting agency.

Drug and alcohol use/possession

Shelters must have a policy prohibiting the possession, use or distribution of alcohol or illegal drugs on the premises. If alcohol or drugs are found, participants should be given the opportunity to dispose of the prohibited substance or leave the shelter for that night if they do not wish to dispose of the prohibited substance. A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff.
Admission, discharge, and service restriction policies must not be based on substance use or possession alone.

Drug testing of participants is prohibited unless the testing is part of an agreed upon treatment plan with the participant. Submission to drug testing cannot be a requirement for residency and refusal to participate in drug testing cannot be the basis for involuntary discharge.

Being under the influence on-site may not be the basis for discharge.

An infectious disease that significantly increases the risk or harm to other participants may be a reason for denial or discharge. Participants with lice or scabies or exhibiting symptoms of TB shall be allowed to stay in the shelter unless the disease or infestation cannot be appropriately contained (e.g. due to close quarters of facility), in which case those participants may be discharged and referred to a health care provider for treatment.

Noncompliance with treatment or containment measures that endangers other participants may be cause for discharge.

Shelters must comply with California Code of Regulations, Title 8, Section 5199, regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations: [http://www.dir.ca.gov/title8/5199.HTML](http://www.dir.ca.gov/title8/5199.HTML).

For additional guidance on this regulation and for information regarding best practices for control of infectious disease, please also refer to “Preventing Tuberculosis (TB) in Homeless Shelters” published by the Los Angeles County Department of Public Health: [http://publichealth.lacounty.gov/tb/docs/LATBGuidelinesforShelters.pdf](http://publichealth.lacounty.gov/tb/docs/LATBGuidelinesforShelters.pdf).

Search of Participant Possessions

All shelters must have a policy and procedures in place governing how and when searches of participants’ private possessions may be conducted. Searches may only be conducted when there is “probable cause” to believe that the person has in his or her possession something which may jeopardize the safety of other participants or staff, including a weapon, or illegal material, including illegal drugs, or something which is interfering with the peaceful enjoyment of the facility of other participants such as food that is attracting vermin. If the person does not consent to the search, and “probable cause” exists to search, the person must be given the choice of being discharged or being searched.

Discharge Reasons

Only the following reasons may be used as a basis for discharge from a shelter facility, and must occur on shelter premise:

- Possession of a weapon at the facility.
• Assault or other violent behavior.
• Theft.
• Destruction of property.
• Restraining order precludes continued residence.
• Participant behavior endangers health or safety of participants or staff.
• Presence of infectious disease that significantly increases the risk of harm to other participants.
• Individual requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available on-site. Individuals discharged due to care and supervision needs cannot be discharged to the streets.

Participants may be discharged for refusing multiple housing opportunities; however, evidence must be present that shelter staff actively attempted to engage the participant in services designed to support shelter exit to stable housing with consideration given to each participant's barriers to engagement.

Shelters are not required to hold beds for longer than 72 hours. If a participant is absent from their bed for 72 hours without appropriate notification of shelter staff regarding absence, the Participant may be discharged.

Discharge requirements

All shelters must provide a written copy of the procedure for filing a grievance to the participant when a Participant is involuntary discharged. If it is infeasible to provide the procedure at the time of discharge (e.g. the Participant is being removed by law enforcement) this requirement may be waived; however, if the Participant returns subsequently to the facility, the grievance procedure must be provided.

A participant may be denied future readmission as a result of the circumstances of discharge, the participant must be informed of the reason, the conditions for lifting the restriction and right to appeal, including whom to contact regarding an appeal and information about the appeal process.

Unless the participant poses an immediate threat to the health and safety of other participants and/or staff members, shelters should avoid discharging participants at night and must be approved by a supervisor. During hours that there is no supervisor on site, there must be a supervisor available on call to approve discharge decisions. Approval may be given verbally but should be documented in case notes.

Storage of belongings after discharge

Shelters must have a written policy for the storage of belongings after a participant exits, which must include at a minimum storage of belongings for at least five (5) working days after participant exit and a clear process for discharged participants to reclaim their possessions. A copy of the policy must be provided to all participants at intake.

STAFFING REQUIREMENTS
**Staff on duty**

Shelters must have sufficient staff on duty at all times. Shelters must make provisions to have on-call staff available.

Shelters must have a supervisor/manager available on call to the program at all times for consultation to staff about challenging participant situations and other urgent matters. All shelters should have a consultation policy in place that outlines situations requiring consultation up the chain of command.

**First aid capacity**

There must be at least one staff person on duty at all times trained in emergency first aid and CPR.

**Infectious disease control**

All shelter staff must be tested for tuberculosis every 12 months and referred to any necessary follow up and/or treatment if indicated. Staff must comply with any recommended follow up testing necessary as indicated by a health care provider.

Staff should be encouraged to obtain an annual flu vaccine and have an up-to-date record of vaccinations.

**Documenting Training**

Shelter providers should maintain a log or other similar record of trainings each staff member has successfully completed. This may be maintained in the personnel file or through a separate tracking system.

**Required Training**

The following trainings must be provided to all staff within 30 days of hire:
- Confidentiality protocols
- Crisis prevention and/or verbal de-escalation
- Mandatory reporting requirements related to elder and dependent adult abuse
- Universal precautions/infectious disease prevention
- Proper food handling and storage if required by law. State law requires all food handlers in the state of California have a California Food Handler Card. New hires have 30 days from the date of hire to obtain a card.
- Anti-discrimination/reasonable accommodation training including accommodation of transgender participants
- Shelter policies and procedures
- Emergency evacuation procedures and fire safety
- HMIS Privacy and Security Certification Training
- Ethics/boundaries
- First Aid and CPR
- Mental health issues in the homeless population
- Domestic violence recognition and referral
- Overdose detection and response
- Harm reduction approach to substance use disorders
- Diversity awareness/humility training/cultural competence

Upon satisfactory completion of each training, staff must receive a verification of completion. Verification of completion must be documented in employee files and all staff must successfully complete (re)trainings a minimum of once, annually. All training materials should be made available for staff reference.

Staffing qualifications
Ongoing professional development and supervision must be provided by the agency and may include case conferences, case supervision, workshops and training courses.

Job descriptions
The agency must have written job descriptions for all shelter positions

**FOOD SERVICE**

Sanitary facilities
All shelters that either prepare and serve meals or provide areas for participants to prepare and consume their own meals must ensure that all areas used for food storage and preparation are sanitary. Kitchen and dining areas must be kept clean and comply with all relevant health codes.

See [http://www.emd.saccounty.net/EH/FoodProtect-RetailFood/Pages/ComplaintsIllness.aspx](http://www.emd.saccounty.net/EH/FoodProtect-RetailFood/Pages/ComplaintsIllness.aspx) for additional guidance related to safe food preparation.

Donated Food
Programs that serve food prepared off site by regular donors must provide donors with a handout that details the requirements for food preparation. All food donors must read and sign the handout to confirm knowledge of the standards and must provide current contact information.

Programs are discouraged from accepting food that has been prepared off-site by intermittent donors.

Meal schedule
If meals are served, a meal schedule must be posted.
Dietary modifications

If meals are served or food is provided for participants to use to prepare their own meals, shelters must make dietary modifications and/or provide appropriate food options based on participants’ health, religious, and/or cultural practices.

As feasible, food provided should promote healthy eating.

Dining facilities

Shelters must provide a table and chairs if food is served.

Food allergies

Any snacks and meals provided should be provided with reasonable accommodations made for known children’s allergies if children are in residence. Providers should be asking about food allergies at intake; however, it is the parents’ responsibility to inform the program of children’s food allergies.

FACILITIES

Basic building standards and fire safety

All facilities must comply with HUD Emergency Solution Grants facility standards (HUD ESG Facility Standards) and local applicable building and fire codes. Evidence of compliance with local codes must be provided. Facilities that do not have a fire alarm system designed for hearing-impaired.

Facilities must have annual fire inspections conducted by the fire department and conduct regular fire drills. Training must be provided to staff on fire safety.

Safety standards

Shelters must comply with state and local health, environmental and safety standards.

Amenities

- The shelter has a heating and ventilation system and maintains a comfortable temperature.
- The shelter has a housekeeping and maintenance plan to ensure a safe, sanitary, clean and comfortable environment.
- The shelter provides each person with at least a bed, a blanket, and pillow, all of which are clean and in good repair.
- The shelter has a sufficient supply of functionally clean and reasonably private toilets and hand wash basins, with hot and cold running water.
- The shelter has a sufficient quantity of functionally clean and reasonably private bathing facilities with hot and cold running water.
• The shelter has laundry facilities available to residents, or access to laundry facilities nearby.
• The shelter provides towels, soap, and toilet tissues.

**Drinking water**

Shelters must provide access to drinking water at all times.

**Outlet access**

Shelters must provide access to electrical outlets for charging personal devices such as cell phones and medical equipment.

**Cleanliness**

Bath/toilet areas, hallways, and other common use areas must be cleaned daily. Shelters must have proper trash receptacles that are emptied regularly.

Both the interior and exterior of the facility must be free of debris, clutter, and unsanitary items and there must be no obvious safety risks.

**Pest control**

Shelters must ensure adequate provision of pest control services.

Shelters must have a protocol in place for the prevention and control of bed bugs. (See [https://www.cdc.gov/parasites/bedbugs/](https://www.cdc.gov/parasites/bedbugs/) for best practices related to bed-bug prevention).

24-hour notice must be provided to participants of pest control activities unless the type and degree of infestation requires an immediate response (e.g. bed bugs).

**Maintenance/ Repair**

Facilities must be maintained in good repair. The general appearance of the building must be well maintained. There must be a written housekeeping and maintenance plan.

Shelters must post the process for reporting maintenance concerns, acknowledge issues reported within two days, and identify the timeframe for addressing the concern. Emergency maintenance items must be immediately addressed.

**Phone access**

A telephone must be available to staff for emergencies. Emergency numbers should be posted by the telephone or otherwise made available to on duty staff. Shelters must take emergency phone messages and messages from service providers for participants in residence.
Hazardous materials

Shelters must label all chemicals and cleaning supplies and keep all such materials out of reach of children. Any hazardous materials must be stored separate from food.

Entrances/ Exits

Exits must be clearly marked and must be kept clear of blockage and tripping hazards.

All steps must have handrails as required by applicable codes. Steps must have treads or similar accommodation to prevent slipping.

Exit signage must be consistent with all applicable codes.

Agency vehicle

If a shelter maintains a vehicle used for participant transport, the vehicle must be properly maintained, licensed and insured. All drivers must be properly licensed. Provisions must be made to provide equal access to transportation services to disabled participants.

SUPPORT SERVICES

Case Management

Case management and supportive services focus on housing or directly supporting the goal of housing and should reflect the short-term nature of assistance toward housing placement.

Critical components in the provision of case management services include the following:

- Low Barrier practices
- Housing First
- Harm Reduction
- Trauma Informed Care
- Client-centered
- Culturally competent

The following case management services must be available to program participants receiving these services. To ensure the consistent delivery of case management services, operators must incorporate written case management procedures and forms that include the following:

- Referral Procedures: Establish referral and follow-up procedures to confirm participants are connected to services to which they are referred. Documentation of referrals made and referral confirmation must be maintained in participant files.
- Health and Wellness referrals: Ensure participants are linked to and assisted in accessing medical
health, mental health, and any needed alcohol and drug services.

- Mainstream Benefits: Establish procedures for screening participants at program entry and intake for eligibility to mainstream benefits. Assisting participants by coordinating the completion and submission of applications for public benefits and entitlements (e.g., general assistance, SNAP, SSI/SSDI, Veteran benefits) health insurance benefits (e.g., Medi-Cal, Medicare, Covered California, etc.), and other sources of financial assistance.
- Education/life skills.
- Employment Development/Placement Programs: Assessing employment history and goals and assisting participants to engage in services that will prepare the individual to obtain employment.

Housing Case Management

Participants are offered, but not required to participate in, services that they need in order to attain and stabilize in permanent housing. Case management is conducted on a regular basis and the shelter routinely documents content and outcome of case management meetings. Core services include:

- Development of an individualized service plan based on needs, circumstances and market conditions, focused on helping individuals find and keep permanent housing and linkages to other community based supportive services as needed.
- Creating a referral network for other services and coordinating with other services providers and case managers.

Housing Navigation

Housing navigation services provide ongoing engagement and support in order to facilitate a match to an appropriate permanent housing placement. Housing navigation objectives include:

- Connecting participants to needed resources;
- Buffering participants from the stress of navigating housing access; and
- Supporting participants in managing their own lives within the scope of their resources and abilities.

Core navigation services include:

- Housing location and counseling services to identify the most appropriate housing placement;
- Establishing relationships with private and public owners and rental agencies willing to provide permanent housing to clients;
- Assisting with housing applications and appeals, and negotiating rental agreements;
- Facilitating shared housing opportunities in community-based housing and through master leasing; and
- Assisting with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.

Health services access

Shelter staff should encourage participants to obtain and maintain health insurance, obtain a primary care provider and access immunization service. This must include publicly posting or otherwise making available information on health-related services.
Recordkeeping

Shelters must have written intake and client record keeping procedures and files that include intake interviews and records of services provided.

Assessment

A basic assessment that includes an evaluation of the service needs of the household, information about past or current services received and other information necessary to provide services must be conducted or updated for all households. This requirement may be revised once Coordinated Entry System is finalized.

Transportation

Transportation is expected to be provided to the guest through a variety of means. Shuttle service, bus passes and car services such as Uber and Lyft may be utilized to support access to community-based services and housing searches. Accommodations must be made for disabled persons who are unable to access general means of transportation.