January 22, 2020

REQUEST FOR QUALIFICATIONS FOR HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) CONSULTANT

The Sonoma County Community Development Commission requests applications to provide consulting services related to the Homeless Management Information System (HMIS) Capacity Building Project.

Due Date: All application materials must be received at the Sonoma County Community Development Commission, 1440 Guerneville Road, Santa Rosa, CA, no later than 5:00 p.m., Thursday, February 13, 2020.

Please submit one (1) unbound hard copy and one (1) electronic copy of your qualifications to:

Daniel Overbury-Howland, HMIS Coordinator
Sonoma County Community Development Commission
1440 Guerneville Road
Santa Rosa, CA 95403

Please direct any questions to Daniel Overbury-Howland at (707) 565-7541 or Daniel.Overbury-Howland@sonoma-county.org.

Sincerely,

Michael Gause
Ending Homelessness Program Manager
REQUEST FOR QUALIFICATIONS (RFQ) FOR CONSULTING SERVICES
HOMELESS MANAGEMENT CAPACITY BUILDING PROJECT

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INTRODUCTION

As Lead Agency for Home Sonoma County, the Sonoma County Community Development Commission (Commission) is seeking an HMIS Capacity Building Consultant (Consultant) with proven experience in operations, capacity building, technical assistance, and governance of its mandated reporting system, the Homeless Management Information System (HMIS). Up to $70,049 is available for a Consultant to provide HMIS training and technical assistance to meet the requirements of a HUD-funded HMIS Capacity Building grant, to be used during the period March 1, 2020 through September 30, 2021. Among other tasks, the Consultant will:

• Provide support to HMIS and Home Sonoma County staff.

• Conduct two trainings per year for new end users.

• Provide training to an advanced cohort of agency leads in order to build expertise in-house once the grant cycle has ended.

• Provide training on HMIS Governance and data culture.

• Provide staffing assistance to the Home Sonoma County Data Initiatives Task Group and provide assistance with HMIS Policies in the CoC Governance Charter

• Draft HMIS Policies and Procedures.

BACKGROUND

Following submission of the 2018 Annual Homeless Assessment Report (AHAR), staff of the U.S. Department of Housing and Urban Development (HUD) noted capacity and data quality challenges in operating the Sonoma County HMIS. These qualified Home Sonoma County to apply for capacity building assistance and to participate in a new, nationwide HMIS Community of Practice that launched in 2019.

The Sonoma County HMIS had experienced significant turnover of its single HMIS administrator position between 2015 and 2017, with three different administrators over a critical three-year period, in which key system mandates such as the Coordinated Entry System were implemented. Home Sonoma County lacks capacity to ensure the high

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1 Formerly the Sonoma County Continuum of Care, Home Sonoma County is Sonoma County's homeless services system of care. For more information, please visit https://sonomacounty.ca.gov/CDC/Homeless-Services/Home-Sonoma-County/.
data quality required by its leadership—especially given its extremely low HMIS staff-to-user ratio: Sonoma County is the only community in the national HMIS Community of Practice with only one staff person. Even participating communities with fewer than 100 users have multiple staff assigned to the HMIS, whereas Sonoma County has 334 users. This low staffing ratio in turn limits Home Sonoma County’s ability to develop data policy, make strategic decisions, or coordinate programs in the efficient and systematic way desired.

The 2018 data quality challenges emerged following the 2017 Sonoma Complex Fire disaster, and to some extent have been replicated following the 2019 Kincade Fire. In each case, HMIS end user staffing was extremely limited due to evacuation and displacement by the fires, and intake volume also temporarily increased. The entire system of care experienced reduced resources with which to check and clean data after entry. Coincidentally in developing the 2018 AHAR, technical issues with Sonoma County’s Efforts to Outcomes (EtO) HMIS software resulted in data malfunctions that resulted in the rejection of the AHAR submissions. The compounded effects of low dedicated staffing, turnover, natural disasters, and software challenges have had a significant impact on Home Sonoma County’s HMIS data quality.

Limits in the EtO HMIS software’s functionality and features have also contributed to data quality concerns. The software forces users to manually execute otherwise automatic tasks, which frequently results in human error. The system does not provide referral or client workflow notifications, or easily create tailored reports to provide the most salient information, especially when using customized data points. Some agencies have adapted to these limitations, but the workarounds require resources and time. A few agencies have even adopted entirely separate software in order to create tailored reports—operating this in conjunction with EtO, or manually manipulating reports in other programs after exporting from the HMIS software. Additional software challenges include occasional duplication of clients and client data due to the lack of ease in searching/finding clients in the system, dashboards that center around services received instead of individual client history, and multiple drop-down menus that lead to inefficient searching and data entry.

Concurrently with the HMIS Capacity Building consultancy that is the subject of this RFQ, the Commission has contracted with the creator of the EtO software, Social Solutions Global, to develop cleaner system work flows, more consistent client dashboards, and data entry process improvements to make it easier for Sonoma County’s end users. Social Solutions’ technical assistance providers will shortly provide monthly trainings on data quality and HUD data standards for all end users, beginning in February 2020 until the end of the grant period (September 2021).

This RFQ was originally scheduled for release in October 2019, however it was delayed several months because of the 2019 Kincade Fire and the homeless emergency declared by the Sonoma County Board of Supervisors in December 2019. While HMIS staff and system users had been able to return to the minimum standard of data quality
that existed before the 2017 fires, new data collection needs resulting from the 2019 Fire and homeless emergency will likely impact the 2020 Longitudinal System Analysis (LSA), which recently replaced the AHAR as the annual submission to HUD.

SCOPE OF SERVICES

A contract for professional services is anticipated to begin March 1, 2020. By July 1, 2020, all activities and training efforts should be fully launched. The HMIS Capacity Building Consultant will address several key challenges:

1. **Limited Staff Capacity.** The 1.0 FTE HMIS Administrator’s capacity to effectively manage a fast-growing network of projects and agencies with varying needs and skill levels in administering data is now severely impacted by the sheer scale of the effort. The HMIS Administrator provides moderate to significant day-to-day support to two-thirds of participating agencies due to a lack of provider staff who are skilled and experienced in using the system. The HMIS Consultant will temporarily expand staff capacity for the period of the grant, while activities to create a regular, permanent second position are implemented and completed.

2. **Address Frequent Turnover and Set a Course for Continual Data Improvement.** Sonoma County homeless service providers experience frequent turnover among their HMIS End Users, which results in a continuous need for new user basic training. In 2019, 185 new HMIS End Users received HMIS training across more than 20 different agencies. This means that more than half of the 334 current HMIS End Users are new users with less than a year of experience. To meet the demands of this high turnover, both the HMIS Administrator and service providers devote significant staff time to constant training. While a few agencies are able to offer new user training in-house, most require additional support from the HMIS Administrator. In partnership with the HMIS Administrator and Social Solutions trainers, the HMIS Consultant will provide new user trainings and develop & identify a cohort of agency based advanced HMIS system experts, to sustain the data quality effort beyond the timeframe of the capacity building grant.

3. **Lack of Investment in the HMIS Data Project.** User frustrations with the system, and a lack of understanding of how to use data, have caused many agency leaders to undervalue the HMIS system and data beyond minimum reporting requirements. Some participating agencies have adopted EtO as their data system, but only to satisfy the minimum in funding and compliance requirements. Others find the current software too cumbersome to capitalize on the data and information available. Others simply do not see the value in using data to guide decision-making—or they do not know how to analyze it to use it effectively. The undervaluing of the HMIS effort results in inattention to accuracy, data entry errors, and a constant demand for reactive intervention by the HMIS Administrator. In partnership with the HMIS Administrator, the HMIS Consultant will create trainings for Home Sonoma County leaders to review high level indicators of HMIS performance, support the Home
Sonoma County Data Initiatives Task Group, and assist in development of Home Sonoma County data governance policies.

Training topics will include, among others: the purpose and value of the HMIS Data Project, HMIS basics, Coordinated Entry functionality, improving data quality, data cleaning, and other training subjects to be defined in the course of the project.

In order to sustain these efforts after the Consultant project ends in September 2021, Home Sonoma County has devised a plan for transitioning training to in-house experts and developing a second HMIS staff position to continue this work when the grant ends. While the Consultant and vendor trainers will together provide 95%-100% of the needed system wide training in calendar 2020, Home Sonoma County plans to shift this percentage to the cohort of trained system experts as they are developed with additional training capacity and expertise. By February 2021, system experts will deliver an estimated 25% of the needed trainings. System experts will provide 50% of the required trainings by March 2021, 75% by May, and 100% of required trainings by June 2021.

PROJECT DELIVERABLES

Please see the Commission’s Phase 2 application for HMIS Capacity Building assistance, attached to this RFQ, for a description of deliverables and project tasks.

COMMISSION STAFF RESPONSIBILITIES

Commission staff will undertake the following responsibilities for the HMIS Capacity Building Consultant project:

1. Negotiate and prepare a professional services contract for the Consultant based upon this Request for Qualifications.

2. Work closely with the Consultant to provide resources needed to assist in delivery of the required trainings.

3. Serve as a liaison between the Consultant, HMIS and Home Sonoma County staff, Home Sonoma County leadership, and County and City staff and officials.

FORM OF CONSULTING AGREEMENT

The selected Consultant will be expected to execute the Commission’s standard form of professional services agreement, a copy of which is attached. Consultant’s application must specify any objections Consultant has to the Commission’s standard form of agreement, and must provide the Commission with alternative proposed language.
Matters not objected to by the Consultant in its application will not be subject to later negotiation.

CONTENTS OF APPLICATIONS

Applications shall include, but need not be limited to, the following:

1. **Cover Letter and Introduction**

   a. A letter of introduction, which includes the name, address, phone number and email address of the contact person(s) who is authorized to represent your firm. This letter should be signed by an officer of the firm authorized to bind the firm to all commitments made in the application.

2. **Qualifications and Experience**

   a. Your firm’s role, qualifications and experience in providing similar services to other clients. Include qualifications and experience of sub-consultants, if any.

   b. Experience and background of key personnel who will work on the project. Please indicate the elements of the project to which each member of the consulting team will be assigned and designate the Project Manager, who will be the contact person for the project, for your firm and any sub-consultants.

   c. Resumes of key personnel. These can be provided in the application or as an appendix to the application.

   d. List of HMIS or similar data capacity building efforts with which you have been involved over the past four (4) years.

3. **Methodology and Scope of Services**

   The Consultant should describe the proposed methodology for the project, including the methods by which the Consultant proposes to provide training, develop the advanced system expert cohort, and develop local system governance standards. The proposed scope of services should be clearly defined, based on the information in the RFQ and the attached Phase 2 application for capacity building support.

   The Consultant should also identify the decisions, products, and data anticipated to be provided by Commission/County/City staff or other agencies to ensure
successful completion of the training and capacity building effort. The level of assistance required from Commission/County staff should be clearly stated.

4. **Fee Schedule and Cost Proposal**

   a. Provide a fee schedule for each position assigned to the project.

   b. Indicate a not-to-exceed fee for each of the tasks outlined in the scope of services and for the total project, and indicate which items, if any, will be billed on a time-and-materials basis.

   c. The project budget is capped at no more than $70,049 for the entire period of the contract (March 1, 2020 through September 30, 2021). Consultant selection criteria will include the value of the cost proposal in relation to the services and expertise provided.

5. **Authorization**

   The application must be signed by an official authorized to bind the firm and shall contain a statement to the effect that the application and cost proposal are valid for at least ninety (90) days.

**APPLICATION SUBMISSION**

1. Consultants responding to this Request for Qualifications must submit one (1) unbound hard copy and one (1) electronic copy of their completed application no later than 5:00 p.m. on **Thursday, February 13, 2020**.

2. All applications should be mailed or delivered to:

   Daniel Overbury-Howland, HMIS Coordinator  
   Sonoma County Community Development Commission  
   1440 Guerneville Road  
   Santa Rosa, CA 95403

3. Applications may not be submitted via fax. Electronic submissions may be made to: Daniel.Overbury-Howland@sonoma-county.org.

4. The Commission may reject any applications received after the deadline.
BIDDER’S CONFERENCE & QUESTIONS

Potential respondents are strongly encouraged to attend an informational webinar, at 2:00 PM Pacific Time on **Monday, February 3, 2020**, at which this RFQ and requirements for response will be reviewed. Questions will be answered as time permits. Details of the Webinar are as follows:

When: Monday, February 3, 2020  2:00 pm (1.5 hours) Pacific Daylight Time  
Host: Daniel Overbury-Howland  
Meeting Number: 999 124 519    Meeting Password: (none)

**At the time of the meeting, go to this link to connect to the Webinar:**
https://cwmsadmin.sonoma-county.org/orion/joinmeeting.do?MTID=8a7a3b6513f11321c10a0eb5ce424ec3&siteurl=mymeeting

**Audio Connection:** preferred via telephone, call Cisco WebEx: 707-565-7154  
- Use this Meeting Access Code: 999 124 519

Additional questions regarding this RFQ should be submitted in writing to Daniel Overbury-Howland at the address above or via email at Daniel.overbury-howland@sonoma-county.org, by Wednesday, February 5, 2020.

Responses to all questions will be disseminated to all applicants that have participated in the Webinar or submitted a request to receive such responses no later than 5 p.m. on Friday, February 7, 2020.

CONSULTANT SELECTION

Consultant selection criteria will include relevant experience, subject matter expertise, appropriateness of proposed methodology, and the value of the cost proposal.

Qualifications will be reviewed, and a consultant recommended, by an impartial ad hoc selection committee made up of Home Sonoma County representatives with an interest in system data. Consultant selection will take place at a time and place to be determined, during the week of February 17th. The selection committee’s recommendation will then be forwarded to the Home Sonoma County Leadership Council for approval at its February 27, 2020 regular meeting.

The Commission intends to enter into a professional services contract effective no later than March 1, 2020. Due to unavoidable delays related to a fire disaster and homelessness emergency, and the urgency of this effort, no appeals to the Home Sonoma County Leadership Council’s decision will be considered.
RESERVATION OF RIGHTS

The issuance of this RFQ does not constitute an agreement by the Commission that any contract will actually be entered into by the Commission. The Commission expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, application, or application procedure,
- Reject any or all application,
- Reissue a Request for Qualifications,
- Prior to the submission deadline for applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ, or the requirements for contents or format of the applications,
- Procure any materials, equipment or services specified in this RFQ by any other means or determine that no project will be pursued.

All applications submitted in response to this request shall be deemed public records. In the event that an Applicant desires to claim portions of its application exempt from disclosure, it is incumbent upon the Applicant to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. The Commission will consider an Applicant’s request for exemption from disclosure; however, the Commission will make a decision based upon applicable laws. Assertions by an Applicant that the entire application or large portions are exempt from disclosure will not be honored. All responses to this RFQ shall become the property of the Commission and will be retained or disposed of accordingly.

The Commission shall not be liable for any precontractual expenses incurred by any Applicant. The Commission shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFQ.

All data and information furnished by Commission or referred to in this RFQ are furnished for the Applicant’s convenience. The Commission does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to its accuracy or interpretation. Applicants shall satisfy themselves as to the accuracy or interpretation of all such information and data.
By submitting an application in response to this RFQ, the Applicant waives all rights to seek any legal remedies regarding any aspect of this RFQ, the Commission’s selection of a Consultant, and the Commission’s rejection of any and all applications.

The Commission also reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all applications, whichever is in the best interest of the Commission, the County, and the public.

Attachments:
Standard Form of Professional Services Agreement
Sonoma CoC (CA-504) HMIS NOFA Phase 2 Re-Submission
AGREEMENT FOR CONSULTING SERVICES

This agreement (“Agreement”), dated as of __________, 20__ (“Effective Date”) is by and between the Sonoma County Community Development Commission, a public body corporate and politic (hereinafter “Commission”), and _______________ (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is a duly qualified _________, experienced in the preparation of ____________ and related services; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to employ the services of Consultant for _______________________.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. **Scope of Services.**

   1.1. **Consultant’s Specified Services.**

Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

   1.2. **Cooperation With Commission.** Consultant shall cooperate with Commission and Commission staff in the performance of all work hereunder.

   1.3. **Performance Standard.** Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. Commission has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by
Commission shall not operate as a waiver or release. If Commission determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Commission, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Commission to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4. **Assigned Personnel.**

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Commission, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Commission.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Commission to be key personnel whose services were a material inducement to Commission to enter into this Agreement, and without whose services Commission would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Commission. With respect to performance under this Agreement, Consultant shall employ the following key personnel: ____________.

c. In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. **Payment.**

For all services and incidental costs required hereunder, Consultant shall be paid a lump sum in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit B includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by Commission. The bill[s] shall identify the services completed and the amount charged.
Unless otherwise noted in this Agreement, payments shall be made within the normal course of Commission business after presentation of an invoice in a form approved by the Commission for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the Commission.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the Commission shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California. If Consultant does not qualify, Commission requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the Commission requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the Commission of any changes in the facts. Forms should be sent to the Commission pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide Commission with either a full or partial waiver from the State of California.

All or part of this Agreement will be paid with Federal awards. As a pass-through entity, the Commission is required to provide certain information regarding Federal award(s) to Consultant as a sub recipient. In signing this Agreement, Consultant acknowledges receipt of the following information regarding Federal award(s) that will be used to pay this Agreement:

CFDA Title:
CFDA Number:
Award Name:
Award Number:
Award Year:
Federal Agency:
Pass-Through Agency:
Federal Tax Identification Number:

As a sub recipient of Federal awards, Consultant is subject to the provisions of Office of Management and Budget Guidance for Grants and Agreements found at 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) (hereinafter “2 CFR Part 200”). In signing this Agreement, Consultant acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a sub recipient that expends $750,000 in Federal awards during its fiscal year to have a single audit performed in accordance with 2 CFR Part 200. If such an audit is required, Consultant agrees to provide Commission with a copy of the audit report within the earlier of 30 calendar days after receipt of the auditor’s report(s), or nine months after the
Consultant’s fiscal year end. Questions regarding 2 CFR Part 200 can be directed to the Sonoma County Auditor-controller Treasurer-Tax Collector’s Office – General Accounting Division.

3. Term of Agreement. The term of this Agreement shall be from _____ to _____ unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Commission shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Commission may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Commission all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement and shall submit to Commission an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination. Upon termination of this Agreement by Commission, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if Commission terminates the Agreement for cause pursuant to Section 4.2, Commission shall deduct from such amount
amount of damage, if any, sustained by Commission by virtue of the breach of the Agreement by Consultant.

4.5. **Authority to Terminate.** The Commission’s Executive Director, in consultation with County Counsel, has the authority to terminate this Agreement on behalf of the Commission.

5. **Indemnification.** Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Commission, and to indemnify, hold harmless, and release Commission and the County of Sonoma, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Commission based upon a claim relating to such Consultant’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant’s obligations under this Section apply whether or not there is concurrent or contributory negligence on Commission’s part, but to the extent required by law, excluding liability due to Commission’s conduct. Commission shall have the right to select its legal counsel at Consultant’s expense, subject to Consultant’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers’ compensation acts, disability benefits acts, or other employee benefit acts.

6. **Insurance.** With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. **Prosecution of Work.** The execution of this Agreement shall constitute Consultant’s authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant’s performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. **Extra or Changed Work.** Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Commission may be executed by the Executive Director in a form approved by County Counsel. The Board of Commissioners must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, Commission personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for
extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Commission.

9. **Content Online Accessibility.** Commission and County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

9.1. **Standards.** All consultants responsible for preparing content intended for use or publication on a Commission-managed or Commission-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County’s Web Site Accessibility Policy located at http://webstandards.sonoma-county.org.

9.2. **Certification.** Consultants must complete the Document Accessibility Certification Form attached hereto as Exhibit ___ which shall describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).

9.3. **Alternate Format.** When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Commission staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

9.4. **Noncompliant Materials; Obligation to Cure.** Remediation of any materials that do not comply with County’s Web Site Accessibility Policy shall be the responsibility of Consultant. If Commission and/or County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Commission-managed or Commission-funded Web site does not comply with County Accessibility Standards, Commission and/or County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Commission and/or County, repair or replace the non-compliant materials within such period of time as specified by Commission and/or County in writing. If the required repair or replacement is not completed within the time specified, Commission and/or County shall have the right to do any or all of the following, without prejudice to Commission and/or County’s right to pursue any and all other remedies at law or in equity:

   a. Cancel any delivery or task order;

   b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
c. In the case of custom Electronic Information Technology (EIT) developed by Consultant for Commission, Commission may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by Commission in connection with such changes or repairs.

9.5. **Commission’s Rights Reserved.** Notwithstanding the foregoing, Commission may accept deliverables that are not strictly compliant with County Accessibility Standards if Commission, in its sole and absolute discretion, determines that acceptance of such products or services is in Commission’s best interest.

10. **Representations of Consultant.**

10.1. **Standard of Care.** Commission has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by Commission shall not operate as a waiver or release.

10.2. **Status of Consultant.** The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Commission and is not entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits Commission provides its employees. In the event Commission exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3. **No Suspension or Debarment.** Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the Commission.

10.4. **Taxes.** Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Commission harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant’s failure to pay, when due, all such taxes and obligations. In case
Commission is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Commission with proof of payment of taxes on these earnings.

10.5. **Records Maintenance.** Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Commission for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

10.6. **Conflict of Interest.** Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by Commission, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a “Statement of Economic Interest” with Commission disclosing Consultant’s or such other person’s financial interests.

10.7. **Statutory Compliance/Living Wage Ordinance.** Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

10.8. **Nondiscrimination.** Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the Commission’s Non-Discrimination Policy and Executive Order 11246, Equal Employment Opportunity. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10.9. **Title VI Discrimination.** Consultant assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and 24 CFR Part 1, be excluded from participation in, be denied the benefits of, or be
subjected to discrimination in the performance of any services in this Agreement. Such discrimination includes, but it not limited to, a failure to provide sufficient language services to participants with Limited English Proficiency.

10.10. **Section 504 Discrimination.** Consultant shall comply with Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which provides in part that no otherwise qualified individual shall be denied the opportunity to participate in a program or activity because of their disability, may not be required to accept a different kind or lesser program or service than what is provided to others without disabilities, may not be denied access to locations where services are offered because of physical impairments, and may not be required to participate in separate programs and services from those available to persons without disabilities. Generally, an otherwise qualified individual with a disability shall not, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services in this Agreement.

10.11. **AIDS Discrimination.** Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

10.12. **Assignment of Rights.** Consultant assigns to Commission all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Commission in this Agreement, and to refrain from taking any action which would impair those rights. Consultant’s responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Commission may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Commission. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Commission.

10.13. **Ownership and Disclosure of Work Product.** All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Commission. Commission shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Commission all such documents, which have not already been provided to Commission in such form or format, as Commission deems appropriate. Such documents shall be and will remain the property of Commission without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any
information gathered, discovered, or generated in any way through this Agreement without the express written permission of Commission.

10.14. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance. Nothing in this Article limits Commission’s right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO COMMISSION: Sonoma County Community Development Commission
ATTN: [contract manager]
1440 Guerneville Road
Santa Rosa, CA 95403
Fax: (707) 565-7583
Email: [contract manager email]

TO CONSULTANT: Consultant name
ATTN: Address
Email:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed
received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient’s time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.


14.1. **No Waiver of Breach.** The waiver by Commission of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2. **Construction.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Commission acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Commission acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3. **Consent.** Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach
thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in
the County of Sonoma.

14.6. **Captions.** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.7. **Merger.** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.8. **Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9. **Time of Essence.** Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

—THIS SPACE INTENTIONALLY LEFT BLANK—
SIGNATURES BEGIN ON NEXT PAGE
CONSULTANT/CONTRACTOR

Dated: ____________  By: ________________________________________________
  Name: ________________________________
  Title: ________________________________

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

Dated: ____________  By: ________________________________________________
  Barbie Robinson, Interim Executive Director

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE BY THE COMMISSION APPROVED AS TO FORM

Dated: ____________  By: ________________________________________________
  Alegría De La Cruz, Chief Deputy County Counsel
Exhibit A: Scope of Services

Exhibit B: Budget and Payment
Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

a. Required if Consultant has employees as defined by the Labor Code of the State of California.

b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.

c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.

b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.

c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.

d. [insert exact name of additional insured] shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of
e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.

h. Required Evidence of Insurance:
   i. Copy of the additional insured endorsement or policy language granting additional insured status; and
   ii. Certificate of Insurance.

Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. Required Evidence of Insurance: Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

a. Minimum Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
   i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
   ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the
claims-made retroactive date.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Bests rating of at least A:VII.

Documentation

a. The Certificate of Insurance must include the following reference: [insert contract number or project name].
b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
c. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].
d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Consultants indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.
Sonoma CoC (CA-504) HMIS NOFA Phase 2 Re-Submission

Summary of Activities

Activity 1—RFP Development for Consulting Support & Activity 2—Consultant Support for Training and Technical Assistance. Given the HMIS Lead Administrator’s current limitations in time and resources, Sonoma plans to identify and hire an outside HMIS consultant to obtain ongoing technical assistance and support with outstanding needs. Among other tasks, this consultant will: provide additional core support for HMIS and CoC staff, provide training on HMIS Governance and data culture, assist with the Data Initiatives Task Group, conduct two trainings per year for new end users, draft HMIS Policies and Procedures, as well as a final report about the state of Sonoma’s data quality and opportunities for further improvement. Additionally, the consultant will provide training to an advanced cohort of agency leads in order to build expertise in-house once the grant cycle has ended (see “Training Plan.”) Sonoma plans for the consultant’s activity to take place from November 2019 through June 2021, or a period of one year and seven months.

Activity 3—Software Upgrade Implementation Assistance. Sonoma’s HMIS vendor, Social Solutions, is currently offering additional features and functionality (e.g. improved workflows functions) to Sonoma free of cost. However, these new features/functionality require implementation assistance and additional training. Sonoma will procure training services directly from Social Solutions to help carry out implementation. Grant funds will cover 12 weeks of vendor-provided training hours to assist with implementation of software upgrade, including new features and add-ons. Sonoma plans for this work to take place from September 2019 through
June 2021, or a period of one year and nine months.

*Activity 4—Vendor Training.* Similarly, Sonoma will procure additional in-person and webinar trainings for end users on HMIS basics, including Coordinated Entry functionality, HUD entry/exits data, workflows, and data cleaning. This will include 1:1 and group trainings for end users. Trainings will take place regularly, with more training opportunities for end users that may need it. In addition, Social Solutions will provide more in-depth trainings for advanced users (e.g. HMIS Coordinator, CoC Coordinator, the cohort of Agency Heads), to continue to develop system-wide skills and expertise, such as knowledge around SPM/LSA submissions and Sage reports. Sonoma plans for this work to take place from September 2019 through June 2021, or a period of one year and nine months.

**Training Plan**

1a. Clear plan to ramp down vendor/consultant level of effort over period of performance through transfer of training responsibilities to HMIS Lead agency during or after period of performance. By January 2020, all activities and training efforts will have fully launched.

Training topics include, among others: (1) HMIS basics, (2) new HMIS features provided by Social Solutions, (3) Coordinated Entry functionality, (4) improving data quality, (5) data cleaning, and other training subjects to be defined in the course of the project. In order to sustain these efforts after the grant cycle has ended, Sonoma has devised a plan for ramping down the consultant/vendor and transitioning training to in-house experts. Planning will be initiated in January 2020 for implementation beginning January 2021. First, Sonoma will identify a cohort of agency leads, in addition to the HMIS Lead Administrator, to train as “system experts” in each
of the previously mentioned skills areas. Sonoma will engage both its consultant and vendor trainers to provide advanced training to these system experts on their respective topics. For example, the consultant will provide advanced training on data cleaning and data governance, and Social Solutions will provide advanced training on new software features and functionality.

While the consultant and vendor trainers will provide 95%-100% of the needed systemwide training prior to January 2021, Sonoma intends to then shift this percentage to the cohort of trained system experts as they are developed with additional training capacity and expertise. By February 2021, system experts will deliver an estimated 25% of the needed trainings. System experts will provide 50% of the required trainings by March 2021, 75% by May, and 100% of required trainings by June 2021.

1b. Clear plan to ramp down vendor/consultant level of effort over period of performance through development of enduring training materials for future use or online training modules. The HMIS Lead Administrator will work in conjunction with the consultant and vendor trainers to develop lasting training materials for all levels of end users (e.g. both novice and advanced), as well as for a variety of topics (e.g. Coordinated Entry functionality and maintaining data quality). Because the HMIS Lead Administrator has already begun to develop drafts of training materials, this materials development will not add a significant burden to the HMIS Lead Administrator’s capacity. Furthermore, Sonoma recognizes that materials development is a shortterm time investment that will provide valuable and sustainable long-term results.

2. Using a train-the-trainer model from the beginning to ensure that there are enduring staff able to train after the period of performance. Sonoma expects that training of the advanced cohort will follow a train-the-trainer model. Each training will take place in person, through
webinars as group classes, or as 1:1 trainings, as necessary. The consultant and vendor trainers will adapt training to ensure each individual agency lead or system expert acquires the needed information and expertise both for their agency purposes and for the CoC at large. System experts will practice training their individual staff members and self-assess their understanding and ability to train additional users.

Hiring staff/consultant/vendor

1. **Develop diversified revenue sources to fund a new staff position during the project period and after the period of performance.** Consultant work will only be funded during the performance period, but based on past experience with HMIS participating agencies, a plan must be devised to address training needs in a system where one-third of users typically change annually. The HMIS Lead Agency (which coincidentally is also Sonoma County’s affordable housing development lead and the County’s Housing Authority) is currently amidst an assessment of its overall information technology (IT) needs. This assessment will determine the shape of future IT staffing. Provisionally, the HMIS Lead Agency is planning for 1.0 FTE Department Information Systems (DIS) Technician to provide ongoing training for new users and support for the agency heads/system experts, to be included in the agency’s FY 2020-21 budget. Administrative funding from the State of California Homeless Emergency Aid Program (HEAP) will support the new staff position prior to the program’s expenditure deadline of June 30, 2021. State legislators have proposed additional allocations of HEAP funding beyond the current expenditure deadline, but these budget proposals have not yet passed the legislature.
2. **Train key staff** (i.e. those with longevity, those in informal leadership roles, etc.) within service provider agencies to conduct certain HMIS duties. As described above in “Training Plan,” Sonoma will train of agency leads/system experts through a train-the-trainer approach.

3. **Separate HMIS staffing responsibilities such that vendors/consultants are only paid for one-time or short-term tasks, while investing in ongoing staff for long-term tasks.** Sonoma CoC will utilize State HEAP funds to initially fund 1.0 FTE DIS Technician, beginning in FY 2020 in the second year of the period of performance. Through the grant cycle period, the consultant and vendor will provide specific training to this staff member to support data quality for end-users over the long-term. This additional capacity will free up the HMIS Lead Administrator and CoC Coordinator to oversee advanced system expert training activities after the performance period. The new FTE will be an ongoing position, due to increased staffing capacity need. As described below in #4, reallocated CoC funding from the FY 2019 or FY 2020 Competition will support ongoing funding for this position after HEAP funding is exhausted in June 2021. If additional State HEAP funds are available following the current expenditure deadline of June 30, 2021, the CoC will leverage those funds with CoC reallocated funds for the FTE position and to support additional HMIS infrastructure.

4. **Commit to reallocating CoC Program funds towards HMIS data and performance services in the next CoC NOFA.** In order to ensure ongoing sustainability of the DIS Technician beyond funding confirmed as of this writing, the HMIS Lead Agency will apply for reallocated funding in the FY 2019 and/or 2020 CoC Competition. The amount of reallocated funds available is not yet known, but CoC staff anticipate at least $200,000 in reallocated funding being available in
FY 2019 (based on the average annual reallocation amounts in the past five competitions). The HMIS Lead Agency will apply for approximately $85,000 towards the fully loaded $107,000 cost of 1.0 FTE DIS Technician. This award would of course be subject to selection by the CoC Board and funding in the overall competition. It is anticipated that the required approximately remaining $22,000 will be used from California Emergency Solutions and Housing funds. An alternative match source would be from annual fees from the rapidly expanding network of HMIS users.
<table>
<thead>
<tr>
<th>Task No.</th>
<th>Short Task Description</th>
<th>Start Date</th>
<th>End Date</th>
<th>Responsible Person</th>
<th>Outcome</th>
<th>Task Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Draft RFP for consultant</td>
<td>September 2019</td>
<td>September 2019</td>
<td>Michael Gause, CoC Coordinator</td>
<td>Finalized published RFP</td>
<td>6-8 staff hours</td>
</tr>
<tr>
<td>1.2</td>
<td>Post RFP and review submissions</td>
<td>October 2019</td>
<td>October 2019</td>
<td>Michael Gause</td>
<td>RFP online and sent out publicly’ narrow down to 2-3 organizations or individuals</td>
<td>6-8 staff hours</td>
</tr>
<tr>
<td>1.3</td>
<td>Select consultant and finalize scope of work</td>
<td>November 2019</td>
<td>November 2019</td>
<td>Michael Gause</td>
<td>Consultant selected and oriented to work. Finalized scope of work done by end of September and consultant selected by November</td>
<td>10-12 staff hours</td>
</tr>
<tr>
<td>2.1</td>
<td>Consultant Support for Training and TA</td>
<td>December 2019</td>
<td>June 2021</td>
<td>Michael Gause</td>
<td>Core Support for Staff (HMIS and CoC Coordinators), Data Initiatives Task Group, and End Users in training, HMIS Governance, and Data Culture</td>
<td>10-15 consultant hours average/month x 18 months</td>
</tr>
<tr>
<td>2.2</td>
<td>HMIS Governance and Refinement of Policies and Procedures and Core Support for Data Initiatives Group</td>
<td>December 2019</td>
<td>June 2020</td>
<td>Michael Gause</td>
<td>Finalized set of HMIS Policies and Procedures and monthly meetings with Data Initiatives Task Group (oversight of HMIS Evaluation). Report in June 2020 to Leadership Council (CoC Board).</td>
<td>4 hours/month over the course of a year. Two hours for monthly data initiatives meeting and 4 hours annually for Leadership Council</td>
</tr>
<tr>
<td>2.3</td>
<td>HMIS Evaluation Plan</td>
<td>December 2019</td>
<td>June 2020</td>
<td>Michael Gause</td>
<td>Assist CoC Coordinator and HMIS Coordinator with finalizing HMIS Evaluation Plan for CoC HMIS Grant and report to CoC Evaluation Task Group</td>
<td>2-3 hours / month over one year</td>
</tr>
<tr>
<td>Task No.</td>
<td>Short Task Description</td>
<td>Start Date</td>
<td>End Date</td>
<td>Responsible Person</td>
<td>Outcome</td>
<td>Task Cost</td>
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<tr>
<td>2.4</td>
<td>Long-term Staffing Plan</td>
<td>December 2019</td>
<td>June 2020</td>
<td>Jenny Abramson, Homeless Services Manager</td>
<td>Position Description Request and justification; incorporation of ongoing staff allocation request into agency budget; approval of FY 2020-21 budget with 1.0 FTE DIS Technician position.</td>
<td>2-3 hours/month over three months</td>
</tr>
<tr>
<td>2.4</td>
<td>1:1 work with CoC Coordinator and HMIS Coordinator on establishing biannual trainings for end users on data culture/data quality</td>
<td>January 2020</td>
<td>June 2021</td>
<td>Daniel Overbury Howland, HMIS Coordinator</td>
<td>Two trainings in 2020 and 2021 with (half day over two days each time). With consultant’s assistance, these will be sustainable and staff will conduct each year</td>
<td>10-15 consultant hours on a quarterly basis (4 times total)</td>
</tr>
<tr>
<td>2.5</td>
<td>Ongoing advanced training for agency leads sustain future training capacity</td>
<td>January 2021</td>
<td>May 2021</td>
<td>Michael Gause</td>
<td>Agency leads/system experts are competent and able to carry out future trainings pertaining to data culture, data quality, HMIS governance, etc.</td>
<td>10-15 consultant hours average/month x 5 months</td>
</tr>
<tr>
<td>3.1</td>
<td>Software Upgrade</td>
<td>September 2019</td>
<td>March 2020</td>
<td>Daniel Overbury-Howland</td>
<td>Support from Vendor (ETO) to assist with software add-ons, including workflows and alerts to improve data quality and Coordinated Entry functions in HMIS for referrals and bed availability</td>
<td>$11,700 and up to 8 hours of staff time over 4 weeks.</td>
</tr>
<tr>
<td>Task No.</td>
<td>Short Task Description</td>
<td>Start Date</td>
<td>End Date</td>
<td>Responsible Person</td>
<td>Outcome</td>
<td>Task Cost</td>
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<td>3.2</td>
<td>Ongoing advanced Training for agency leads to sustain future training capacity</td>
<td>January 2021</td>
<td>May 2021</td>
<td>Michael Gause</td>
<td>Agency leads/system experts are competent and able to carry out future trainings pertaining to new software addons, include workflows, alerts, and Coordinated Entry functionality</td>
<td>10-15 vendor hours average/month x 5 months</td>
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<tr>
<td>4.1</td>
<td>Vendor training – end user trainings</td>
<td>September 2019</td>
<td>June 2021</td>
<td>Daniel Overbury-Howland</td>
<td>Regular end user trainings via webinar and in person for all users; 48 user trainings over two years and 16 administrator trainings over two years</td>
<td>$32,150.00 over 2 years and 2-3 hours per week of staff time</td>
</tr>
<tr>
<td>4.2</td>
<td>HMIS end user training on Coordinated Entry referral functionality</td>
<td>October 2019</td>
<td>June 2020</td>
<td>Daniel Overbury-Howland</td>
<td>Training for all users in CE referrals and workflow in HMIS</td>
<td>Approx. 10 hrs/mo – CoC Coord. Approx. 15 hrs/mo – HMIS Coord.</td>
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<tr>
<td>4.3</td>
<td>Training on data cleaning and data quality/timeliness</td>
<td>November 2019</td>
<td>July 2021</td>
<td>Daniel Overbury-Howland</td>
<td>Training for end users in data quality/timeliness. Includes additional training for users needing extra assistance with HMIS basics. Training held on a monthly basis</td>
<td>Approx. 10 hrs/mo – CoC Coord. Approx. 15 hrs/mo – HMIS Coord.</td>
</tr>
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<td>4.4</td>
<td>Advanced training for HMIS Coordinator, CoC Coordinator on SPM submission and LSA submission</td>
<td>January 2020</td>
<td>July 2021</td>
<td>Daniel Overbury-Howland</td>
<td>TA from vendor on working through issues with SPM/LSA submissions including data quality reports and assistance with Sage reports.</td>
<td>Approx. 10 hrs/mo – CoC Coord. Approx. 15 hrs/mo – HMIS Coord.</td>
</tr>
<tr>
<td>4.5</td>
<td>Ongoing advanced training for agency leads</td>
<td>January 2021</td>
<td>May 2021</td>
<td>Michael Gause</td>
<td>Agency leads/system experts are competent and able to carry out future trainings pertaining to CE referrals, HMIS</td>
<td>10-15 vendor hours average/month x 5 months</td>
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</tbody>
</table>

**Scope of Work/Estimated Timeline of Outcomes by Quarter**

<table>
<thead>
<tr>
<th>Year</th>
<th>Quarter</th>
<th>Accomplishments</th>
<th>Measurements</th>
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</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>First Quarter</td>
<td>1) Completion of RFP for consultant, selection of consultant, finalization of work plan. 2) Finalization of vendor training plan for end users and staff. 3) Identification of software upgrades. 4) Full project plan finalized.</td>
<td>1) Detailed work plan finished and shared with Data Initiatives Task Group and HOME Sonoma County Leadership Council and Technical Advisory Committee. 2) Vendor trainings released to all users; 3) Software upgrades priced and paid for</td>
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<tr>
<td>Year</td>
<td>Quarter</td>
<td>Accomplishments</td>
<td>Measurements</td>
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<td>Second</td>
<td>1) Consultant meets with Data Initiatives Task Group. 2) Consultant and CoC/HMIS staff training plan for biannual trainings 3) Training of end users begins 4) HMIS Evaluation Plan started.</td>
<td>1) Data Initiatives Task Group reports on Evaluation Plan and Governance of HMIS to Leadership Council (written report) 2) At least 4 trainings held for end users 3) Outline for first biannual all user training is released 4) Evaluation Plan for HMIS submitted to CoC Performance and Evaluation Task Group so that CoC HMIS grants can be evaluated in 2020 CoC NOFA process</td>
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<td></td>
<td>Quarter</td>
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<td></td>
<td>Fourth</td>
<td>1) Second Biannual training held 2) Meeting with Data Initiatives Task Group 3) Vendor training for CoC/HMIS leads 4) End user trainings (advanced) held</td>
<td>1) Report on first year activities to HUD, Data Initiatives Task Group, Leadership Council 2) Final Draft of HMIS Policies and Procedures publicly available 3) Written training feedback from end users on Biannual Trainings and End User Trainings</td>
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<td></td>
<td>Quarter</td>
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<tr>
<td>Year 2</td>
<td>First</td>
<td>1) Data Initiatives Committee Regular Meetings 2) End User Trainings 3) Begin next HMIS Evaluation Process (staff led) with feedback from consultant</td>
<td>1) Feedback from Data Initiatives Group via evaluation 2) End User training feedback; 3) HMIS Evaluation Framework for 2020-2021</td>
</tr>
<tr>
<td>Year 2</td>
<td>Second</td>
<td>1) Biannual training for all users 2) Second quarter End User Trainings 3) TA for LSA Submission and HIC submission in 2021</td>
<td>1) Feedback from end users on training 2) Feedback on End User Trainings 3) Review draft LSA submission with comparison to 2029 submission</td>
</tr>
<tr>
<td>Year</td>
<td>Quarter</td>
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<td>Measurements</td>
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<tr>
<td>Third</td>
<td>Quarter</td>
<td>1) Final report drafted from consultant in partnership with Data Policy Group 2) HMIS Evaluation Completed 3) Report to Leadership Council on project activities 4) Begin train the trainer model for agency leads/advanced users on various HMIS skills</td>
<td>1) Draft Report on Advanced Training and Data Culture from consultant 2) Comparison on HMIS Evaluation to 2019 3) Written report to LC and publicly posted 4) Agency leads are able to successfully train new end users in features.</td>
</tr>
<tr>
<td>Fourth</td>
<td>Quarter</td>
<td>1) Close out end user trainings 2) Sustainability plan for ongoing training (3) Continue advanced training with agency leads, 4) Final trainings are fully led by inhouse staff 5) Close out report to HUD</td>
<td>1) Written plan for ongoing training and identification of “train the trainers” (field staff) 2) Written report for both ongoing training and additional needs 3 &amp; 4) Agency leads are able to successfully train new users in a variety of features, including advanced skills, 5) Final report to HUD on activities and funding.</td>
</tr>
</tbody>
</table>