REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS

(2421 Kern Street)

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This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is dated as of May 21, 2024 ("Effective Date"), and is made and recorded by and between San Bernardino County, a political subdivision of the State of California (the "County") and HHCA RE2421, LLC, a California limited liability company and Helping Hearts California, LLC, a California limited liability company (collectively, the "Contractor").

RECITALS

A. Capitalized terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County received an allocation of Housing and Homelessness Incentive Program ("HHIP") funds from Molina Healthcare of California, a California health plan organization, to fund eligible activities.

C. Contractor and County are parties to that certain HHIP (Housing and Homelessness Incentive Program) Loan Agreement, of even date herewith, under which the County agreed to provide Contractor a loan of up to Three Hundred Sixty Thousand One Hundred Eighty Dollars ($360,180) (the “HHIP Loan”) to fund the Development.

D. HHCA RE2421, LLC owns that certain real property located at 2421 Kern Street, in the unincorporated area of the County, as further described on the attached Exhibit A incorporated herein (the "Property"). The Property is improved with a ten (10) shelter bed residential rehabilitation facility, which Contractor intends to expand by twenty (20) beds, with one (1) of the total beds at the Property designated as a floating HHIP bed required under this Agreement (the "Development").

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by this reference, and the covenants and promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Contractor declares as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Definitions.

When used in this Agreement, the following terms have the following meanings:

(a) "Agreement" means this Regulatory Agreement and Declaration of Restrictive Covenants.

(b) “Completion Date” means the date a certificate of occupancy is issued for the Development.

(c) "Eligible Participants" Molina Healthcare of California Plan members who are at risk of, have recently been, or are currently experiencing homelessness.

(d) "HHIP Loan" has the meaning set forth in Recital C, above.

(e) "Homeless Household" means housing for individuals and families who are experiencing homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation(e).

(f) "Housing First" has the meaning set forth in Section 8255 of the Welfare and Institutions Code.

(g) "HUD" means the United States Department of Housing and Urban Development.

(h) “Term" means the term of this Agreement which commences as of the Effective Date and ends twenty (20) years after the Completion Date.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

Section 2.1. Occupancy Requirements.

During the entire Term, one (1) bed in the Development will be occupied by, or, if vacant, available for occupancy by, Eligible Participants consistent with the terms of this Agreement. The Contractor will make the one (1) bed available to Eligible Participants in accordance with Housing First principles. This is an approach that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to avoid returning to homelessness. The Development must align and comply with the core components of Housing First as defined in California Welfare and Institutions Code Section 8255(b). If the project service funding is terminated, the Grantee must notify the County in writing immediately. Parties agree that if services funding is unavailable to the Grantee for reasons other than the Grantee's Default, then the Grantee will not be in Default under this Agreement. The Contractor will make every effort to find alternative subsidies for financing services that would maintain the population targeting requirements in this Agreement. Upon documenting to the County satisfaction unsuccessful efforts to identify and obtain alternative resources, and where termination occurs through no fault of the Contractor, the parties agree to meet and confer for a period of at least ninety (90) days, from the date of the written notice to the County, to determine if there are any mutually acceptable alternatives that are consistent with the HHIP program.

Section 2.2 Accessibility.

The Development will be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements.

ARTICLE 3
OPERATION OF THE DEVELOPMENT

Section 3.1 Residential Use.

During the Term, the Development will be operated as a shelter or transitional housing and shall at all times include the one (1) bed in compliance with the terms of this Agreement including those attached here to as Exhibit B, incorporated herein by this reference and the HHIP (Housing and Homelessness Incentive Program) Loan Agreement.

Section 3.2 Management Responsibility.

The Contractor is responsible for all management functions with respect to the Development and shall keep the property in decent, safe, sanitary, tenantable condition and

repair, and to permit no waste thereof. The County shall have no responsibility over management of the Development. Contractor shall retain a professional property management company, approved by the County in its reasonable discretion, to perform its management duties hereunder. A resident manager shall also be required. The Contractor shall submit to the County an initial proposed Management Plan. The County shall approve or disapprove the proposed Management Plan in writing within fifteen (15) business days following the County's receipt of the proposed Management Plan, which approval shall not be unreasonably denied, conditioned or delayed. If the proposed Management Plan is disapproved by the County, the County shall deliver a written notice to Contractor setting forth, in reasonable detail, the reasons for such disapproval. Contractor shall have fifteen (15) business days following the receipt of such notice to submit a revised Management Plan modified any way necessary to ensure that such policies comply with the provisions of this Agreement. The County's approval of the amendments to the Management Plan shall not be unreasonably withheld, conditioned or delayed.

Section 3.3 Management Agent.

Contractor shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County (as approved, the "Management Agent"), with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing. Contractor shall provide the necessary professional staff to meet the needs of the Eligible Participants. Helping Hearts California LLC is pre-approved as the initial Management Agent. Contractor shall submit for the County's approval the identity of any proposed change to the Management Agent. The Contractor shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the County to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the County shall approve the proposed Management Agent by notifying the Contractor in writing.

Section 3.4 Periodic Performance Review. The County reserves the right to conduct a periodic review of the management practices and financial status of the Development within thirty (30) days after each anniversary of the occupancy date. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. Contractor shall cooperate with the County in such reviews.

Section 3.5 Replacement of Management Agent.

(a) If, as a result of a periodic review, the County determines in its reasonable judgment that Development is not being operated and managed in accordance with any of the requirements and standards of this Agreement or the HHIP Loan Agreement, the County shall deliver notice to the Contractor of such operational issues which notice shall describe the County's findings with specificity and the County may in same notice, notify the Contractor its intention to cause replacement of the Management Agent. Within thirty (30) days of receipt by Contractor of such written notice, County staff and Contractor, and any partners of the Contractor, shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

(b) If, after such meeting, County staff recommends in writing the replacement of the Management Agent, with the reasonable concurrence of the partners of the Contractor, the Contractor shall promptly dismiss the then Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a Management Agent set forth in subsection (a) above and approved by the County pursuant to subsection (a) above.

Any contract for the operation or management of the Development entered into by the Contractor shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute a Developer Event of Default under this Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 3.9.

Section 3.6 Nondiscrimination. During the performance of this Agreement, Contractor and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and Sub Contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5), all as amended from time to time.

Section 3.7 Notice of Expiration of Term. Prior to the expiration of the Term, Contractor shall provide by first-class mail, postage prepaid, a notice to all residents containing the information and meeting the requirements set forth in California Government Code Sections 65863.10 and 65863.11, as such may be amended from time to time. If the Development is to be sold within the Term, Contractor shall provide the County with a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

Section 3.8 Covenants to Run With the Land. The County hereby declares its express intent that the provisions this Agreement shall run with the land and shall bind all successors in title to the Development; provided, however, that on the expiration of the Term, said covenants and restrictions expire.

Section 3.9 Enforcement by the County. Subject to Section E of the HHIP Loan Agreement, if the Contractor fails to perform any obligation under this Agreement, and fails to cure the default within the cure period specified there in or as applicable thirty (30) days after the County provided notice in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within sixty (60) days, the County shall have the right to enforce this Agreement by any remedy provided by law; including but not limited to an action at law or equity to compel Contractor's performance of its obligations hereunder, and/or for damages.

Section 3.10 Records. Contractor shall maintain complete, accurate and current records

pertaining to the Development, and shall permit any duly authorized representative of the County and Molina Healthcare of California Plan to inspect records, including records pertaining to Eligible Participants. All occupant lists, applications and waiting lists relating to the Development are to be at all times: (a) separate and identifiable from any other business of Contractor; (b) maintained as required by the County, in a reasonable condition for proper audit; and (c) subject to examination during business hours by representatives of the County. Contractor shall retain copies of all materials obtained or produced with respect to occupancy for a period of at least five (5) years.

ARTICLE 4
MISCELLANEOUS

Section 4.1 Governing Law and Venue. This Agreement is governed by the laws of the State of California and venued in San Bernardino County, California. Each party waives any law, statute (including, but not limited to, Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claims concerning the Agreement, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

Section 4.2 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 4.3 Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

Section 4.4 Recording and Filing. The County and Contractor shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Property in the Official Records of the County of San Bernardino, in a lien position approved by the County, and over all other agreements, covenants, liens, or other matters of record on the Property unless approved by the County in writing.

Section 4.5 Amendments. This Agreement may be amended only by a written instrument duly recorded in the Official Records of the County of San Bernardino.

Section 4.6 Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and shall bind Contractor and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof shall inure to the benefit of County and its successors and assigns.

Section 4.7 Attorneys' Fees. In the event that any party to this Agreement brings an action to interpret or enforce its rights under this Agreement, each party, including the prevailing party in such action, shall bear its own costs and expenses, including reasonable attorneys' fees in such action. This paragraph shall not apply to those costs and attorney’s fees directly arising from a

third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

Section 4.8 Subordination. This Agreement shall be recorded in a lien position acceptable to the County and shall not be subordinated to any lien or encumbrance proposed to be recorded against the Property.

Section 4.9 Notice. All notices given or certificates delivered under this Agreement shall be in writing and be deemed received on the delivery or refusal date shown on the delivery receipt, if: (a) personally delivered by a commercial service which furnishes signed receipts of delivery; or (b) mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

County:

Community Development and Housing Department
San Bernardino County
560 East Hospitality Lane, Suite 200
San Bernardino, CA 92415-0043
Attn: Community Development and Housing Director

with copy to:

Goldfarb & Lipman, LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attn: Rafael Yaquian

Contractor:

HHCA RE2421, LLC
3105 E. Guasti Rd., Suite 100
Ontario, CA 91761
Attn: Christal Hampton, Executive Director

Helping Hearts California, LLC
3105 E. Guasti Rd., Suite 100
Ontario, CA 91761
Attn: Christal Hampton, Executive Director

with copy to:
Fennemore
550 E. Hospitality Lane, Suite 350
San Bernardino, CA 92408
Attn: Kevin K. Randolph

Section 4.10 Assignment by the County. The County may assign its rights and obligations under this Agreement to any instrumentality of the County or other public entity.

Section 4.11 Hold Harmless. Contractor will indemnify and hold harmless (without limit as to amount) the County and its elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and

against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to the Development, or the Contractor's performance or non-performance under this Agreement, and shall protect and defend Indemnitees, and any of them with respect thereto, except to the extent caused by the gross negligence or willful misconduct of the County or any Indemnitees. The provisions of this section shall survive expiration or other termination of this Agreement and the provisions of this section shall remain in full force and effect.

Section 4.12 Term. The provisions of this Agreement shall apply to the Development for the entire Term.

Section 4.13 Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the HHIP Loan and the operation of the Development.

Section 4.14 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts, and all of which taken together shall constitute this Agreement.

[Signatures on following page.]

WHEREAS, this Agreement has been entered into by the undersigned as of the date first written above.

COUNTY:

SAN BERNARDINO COUNTY, a political subdivision of the State of California

By: _____
Luther Snoke, Chief Executive Officer

APPROVED AS TO LEGAL FORM:

TOM BUNTON
County Counsel

By: _____
Suzanne Bryant, Deputy County Counsel

CONTRACTOR:

HCCA RE2421, LLC, a California limited liability company

By: _____

Name: _____

Its: _____

Date: _____

Helping Hearts California, LLC, a California limited liability company

By: _____

Name: _____

Its: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE WEST 105 FEET OF THE NORTH 318 FEET OF LOT 391, TRACT 2258, IN THE COUNTY OF SAN
BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 32, PAGES 72 TO 77
INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY.
APN: **0263-151-25-0-000**

EXHIBIT B

A. Coordinated Entry System (CES)

The CES is a referral process that currently coordinates with the County Continuum of Care. All those participating will need to apply to participate with the Homeless Management Information System (HMIS).

1. Contractor must work to ensure the screening, assessment, and referral of Eligible Participants are consistent with the eligible uses under HHIP.
2. Contractor agrees to receive referrals from CES prior to providing services with the exception of individuals receiving emergency assistance. In such cases, immediate services can be provided, but individuals and/or families must be referred by Contractor to CES for assessment and prioritization within seventy-two (72) hours. Contractor understands that individuals and/or families may not be referred to Contractor and may be referred to another service provider based upon the CES assessment.

B. Data Reporting

1. Contractor will submit to the County detailed reports containing information listed below:

2. Contractor will submit detailed reports containing, at minimum, the following information:
   - Amount awarded to Contractor with activity(ies) identified;
   - Contract expenditures;
   - Unduplicated number of homeless persons and households served by HHIP Loan;
   - Unduplicated number of persons and households at imminent risk of homelessness served by HHIP Loan funds;
   - Number of instances of service;
   - Increases in capacity for new and existing programs;
   - Number of unsheltered homeless persons and homeless households becoming sheltered; and
   - Number of homeless persons and homeless households entering permanent housing.
   - Number of homeless persons and households successfully exited from HHIP (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHIP-3.
   - Number of persons and households at imminent risk of homelessness successfully exited from HHIP (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHIP.

3. Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development:
   - Chronically homeless
   - Homeless veterans
   - Unaccompanied homeless youth

- Homeless persons in families with children

4. Counts by subpopulation will not be required in cases where that information is unavailable, but is expected in cases where client information is entered in the Homeless Management Information System (HMIS).

C. Homeless Management Information System (HMIS)

HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the County. Contractor must ensure that data on all persons served are entered into the countywide HMIS. HMIS is managed and operated by the County OHS. HMIS technical and data standards are set forth in the Final 2017 HMIS Data Standards, on file with the County.

1. Contractor shall enter into a Memorandum of Understanding (MOU) with the HMIS Lead Agency where the Contractor agrees to share HMIS data with other agencies, unless prohibited by law.
2. Contractor is required to work with County (OHS) staff to ensure the timely and accurate set-up of their HMIS program profile and to ensure the HMIS program profile is setup in a manner that accurately captures the data pertinent to Contractor's program. Contractor's program profile must be setup prior to Contractor submitting their first HHIP Disbursement Request form.
3. Contractor shall submit a copy of HMIS reports, in a form to be provided by the County, with the quarterly expenditure reports. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the Contractor is using a comparable database shall be delivered to the County. The contact information for the "HMIS Lead Agency" is:

HMIS Lead
San Bernardino County
Office of Homeless Services
560 E. Hospitality Lane, Suite 200
San Bernardino CA 92415-0044
Phone: 909-386-1924

4. Contractor must ensure all required data elements, as listed below, are entered into the HMIS system for Eligible Participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date. Failure to meet the above data inputting requirements will constitute a violation of the terms and conditions of this Agreement. Contractor will be notified by County (OHS) staff, and if not rectified, the Agreement may be terminated at the County's sole and absolute discretion.
5. In addition to the timely entry of HMIS data, Contractor is required to enter accurate and complete data. The County will ensure Contractor adheres to Data Quality Standards, as established by HUD, and data entry requirements, as set forth in the HMIS MOU and the OHS Policy Handbook. The Data Quality Standards assess the data quality and completeness of the following Data Elements entered:
    1. Client Demographic Data

a) Name
b) Social Security Number
c) Date of Birth
d) Race
e) Ethnicity
f) Gender
g) Veteran Status

2. Universal Data
a) Disabling Condition
b) Project Start Date
c) Project Exit Date
d) Destination
e) Relationship to Head of Household
f) Client Location
g) Housing Move-in Date
h) Living Situation

3. Common Program Specific Data Elements
a) Income and Sources
b) Non-Cash Benefits
c) Health Insurance
d) Disability Elements
e) Physical Disability
f) Developmental Disability
g) Chronic Health Condition
h) HIV/AIDS
i) Mental Health Problem
j) Substance Abuse
k) Domestic Violence
l) Contact
m) Date of Engagement
n) Bed-Night Date
o) Housing Assessment Disposition

4. Data Timeliness
a) Entry Timeliness
b) Exit Timeliness

6. According to Data Quality Standards, Contractor is required to have a five-percent (5%) or less error rate to ensure data accuracy and less than a five-day lapse in timeliness for entry of data at time of client entry, services are rendered, and client exit. Any performance benchmarks not meeting these standards will be captured on Contractor's HMIS Data Quality Report Sample, see Exhibit 5. The report will be generated by Contractor and submitted quarterly with expenditure reports. OHS will review reports and data deficiencies, if any, will be identified and discussed with Contractor to determine methods to remediate and/or improve data quality scores.

7. If Contractor continues to not meet data entry and data quality benchmarks, as established by HUD and set forth in the HMIS MOU and the OHS Policy Handbook, County may terminate Agreement as set forth in CORRECTION OF PERFORMANCE DEFICIENCIES Section.

8. Contractor agrees to provide the County and/or the State access to HMIS data collected and entered into HMIS, upon request, and to participate in any statewide data initiative

as directed by the State including, but not limited to, a statewide data integration environment.

Program Roster Report | **SAMPLE** | **Agency Name**

Active within 06/01/2023 thru 06/30/2023

Housing Move-in: Undefined = Unknown HoH or adjusted Move-in is Null, ☐ = Non PH Project, **A:** Assessments, **S:** Services, **CN:** Case Notes

You can find more information about adjusted Move-In Date at the Help Center Article

Head of Household (HoH) Unique Identifiers are listed in bold text. Household members are grouped together with the HoH.

Client	Unique Identifier	Birth Date	Age At Entry	Current Age	Enroll Date	Exit Date	LOS	Housing Move-in	A	S	CN	Assigned Staff
Program: Sample Project Name												
Client 1	**ABC12345**	99/99/9999	43	45	09/30/2021	-	639	undefined	1	0	0	A. Admin
Client 2	**DEF12345**	11/11/1111	57	66	07/11/2014	-	3,277	07/11/2014	10	0	0	A. Admin
Client 3	**GHI12345**	22/22/2222	47	56	08/15/2014	-	3,242	08/15/2014	10	0	0	A. Admin
Client 4	**JKL12345**	33/33/3333	23	26	04/03/2020	-	1,184	undefined	5	0	0	A. Admin
Client 5	**MNO12345**	44/44/4444	36	48	03/08/2011	-	4,498	03/08/2011	13	0	0	A. Admin
Client 6	**PQR11111**	66/66/6666	47	61	03/10/2010	-	4,861	03/10/2010	11	0	0	A. Admin
Client 7	STU12345	55/55/5555	53	64	05/05/2012	-	4,074	05/05/2012	12	0	0	A. Admin
Client 8	**VWX22222**	77/77/7777	53	56	12/30/2019	-	1,279	12/30/2019	4	0	0	A. Admin
Client 9	**YZ123456**	88/88/8888	55	58	11/24/2020	-	949	undefined	3	0	0	A. Admin
Client 10	**BAC11111**	-	-	-	05/10/2023	-	52	undefined	0	0	0	A. Admin
Client 11	**CAD22222**	10/10/1010	60	60	05/18/2023	-	44	05/18/2023	0	0	0	A. Admin

Number of Enrollments: 11

Number of Unique Clients: 11

Number of Households: 10

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Q3. Universal Data Elements

Program Applicability: All Projects

Data Element	Error Count	% of Error Rate
Veteran Status (3.7)	0	0%
Project Start Date (3.10)	0	0%
Relationship to Head of Household (3.15)	0	0%
Client Location (3.16)	0	0%
Disabling Condition (3.8)	0	0%

Q4. Income and Housing Data Quality

Program Applicability: All Projects

Data Element	Error Count	% of Error Rate
Destination (3.12)	1	0.12%
Income and Sources (4.2) at Start	0	0%
Income and Sources (4.2) at Annual Assessment	0	0%
Income and Sources (4.2) at Exit	0	0%
Non-Cash Benefits (4.3) at Start	0	0%
Non-Cash Benefits (4.3) at Annual Assessment	0	0%
Non-Cash Benefits (4.3) at Exit	0	0%

Q5. Chronic Homeless

Program Applicability: ES, SH, Street Outreach, TH & PH(All)

Starting into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate Date started (3.9.17.3) Missing	Number of times (3.9.17.4) DK/R/missing	Number of months (3.9.17.5) DK/R/missing	% of records unable to calculate
ES, SH, Street Outreach	0			0	0	0	0%
TH	0	0	0	0	0	0	0%
PH (all)	512	0	0	0	0	0	0%
Total	512						0%

Q6. Timeliness

Program Applicability: All Projects

Time for Record Entry	Number of Project Start Records	Number of Project Exit Records
0 days	518	634
1-3 days	352	81
4-6 days	33	49
7-10 days	4	22
11+ days	12	37

Q7. Inactive Records: Street Outreach and Emergency Shelter

Program Applicability: Street Outreach & ES-Night By Night

Data Element	# of Records	# of Inactive Records	% of Inactive Records
Contact (Adults and Heads of Household in Street Outreach or ES-NbN)	0	0	0%
Bed Night (All clients in ES-NbN)	0	0	0%

Programs Included in Dataset

Agency	Program Name

D. Program Participant Eligibility

Contractor shall ensure that:

1. Eligible Participants meet the Homeless definition as defined in Section 578.3 of Title 24 of the Code of Federal Regulations:
2. Eligible Participants are Molina Healthcare of California Plan members who are at risk of, have recently been, or are currently experiencing homelessness.
3. Contractor coordinates Program enrollment and services in collaboration with CES.

E. Job Training and Employment

Contractor agrees to refer Eligible Participants that are eligible for job training and employment services to the San Bernardino County Workforce Development Department (WDD). Contractor also agrees to refer eligible "work ready" clients to the County's Community Employment Pathways (CEP) program for job placement services. Number of participants who have been referred to WDD and CEP will be reported on a quarterly basis by Contractor.

F. Staffing Requirements

Contractor shall provide the necessary professional staff to meet the needs of the homeless population following the Housing First model (e.g., case managers, clinicians, medical staff, peer advocates, employment specialists, and eligibility specialists). Contractor must have the readiness capacity to immediately perform and administer homeless efforts through Grant Funding.

G. Equipment and Other Property

All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with HHIP funds received under the terms of this Agreement which has a life expectancy of one (1) year or more shall be the property of the County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by the County when the Agreement is terminated. Additional terms are as follows:

1. The purchase of any furniture or equipment which was not included in Contractor's approved budget, shall require the prior written approval of the County, and shall fulfill the provisions of this Agreement which are appropriate and directly related to Contractor's services or activities under the terms of the Agreement. The County may refuse approval for any cost resulting from such items purchased, which are incurred by Contractor, if prior written approval has not been obtained from the County.
2. Before equipment purchases made by Contractor are approved by the County, Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Agreement.
3. Contractor shall submit an inventory of equipment purchased under the terms of this Agreement as part of the expenditures report for the month in which the equipment is purchased. Contractor must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, title holder, acquisition date, cost of the equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding County's capitalization threshold of $5,000 must be depreciated.
4. No costs incurred prior to the Agreement commencement date shall be eligible for reimbursement with HHIP funds.

5. Upon termination of this Agreement, Contractor will provide a final inventory to the County and shall at that time query the County as to requirements, including the manner and method in returning equipment to the County. Final disposition of such equipment shall be in accordance with instructions from the County.

H. Closeout

6. Contractor shall submit a closeout report including a narrative of the project outcomes, an inventory of all equipment and property acquired or improved by HHIP funds, and a final financial report, upon termination or completion of the services specified in this Agreement.
7. Contractor agrees to adhere to and comply with all the closeout procedures detailed below; including, but not limited to the following:
    a. Disposition of Program assets shall be determined by the County when the Agreement is terminated.
    b. Contractor shall submit within forty-five (45) days after the date of expiration of this Agreement, all financial, performance, and other reports required by this Agreement; and in addition, will cooperate in a Program audit by the County.
    c. Any unobligated/unexpended funds disbursed in advance to Contractor shall be returned to the County within thirty (30) days after the expiration of the Agreement term, or in accordance with Section B.3.5.h, whichever occurs first. This term shall survive the expiration of the contract.
    d. Contractor must account for any real and personal property acquired with HHIP-3 funds.
    e. Closeout will remain pending until all requirements are met and all outstanding issues with the Contractor have been resolved to the satisfaction of the County.