THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number
25-215

SAP Number

Community Development & Housing

Department Contract Representative	Carrie Harmon
Telephone Number	(909) 382-3983
Contractor	City of Victorville
Contractor Representative	Keith C. Metzler
Telephone Number	(760) 955-5029
Contract Term	April 8, 2025 to April 7, 2027
Original Contract Amount	$489,820
Amendment Amount	N/A
Total Contract Amount	$489,820
Cost Center	**6210002493**

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Housing and Homelessness Incentive Program (**"HHIP"**) is a statewide voluntary incentive program administered by the California Department of Health Care Services (**"DHCS"** or the **"State"**)) that enables health plans to earn one-time incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities; and

WHEREAS, Molina Healthcare of California (**"Molina"**), a California health plan organization, has allocated HHIP funds to San Bernardino County (**"County"**) to fund eligible activities as specified in Contract No. 24-146 (with expenditure deadlines extended by Molina); and

WHEREAS, the 2024 Point-in-Time Count, conducted on January 25, 2024, found a substantial percentage of the County's unsheltered homeless population were located in the City of Victorville; and

WHEREAS, the Molina San Bernardino Investment Plan prioritizes the establishment and ongoing operation of Navigation Centers serving individuals experiencing homelessness and assuring medically informed care to clients; and

WHEREAS, the City of Victorville ("**City**" or "**Contractor**") owns a Wellness Center (the Wellness Center), a large regional shelter with 170 beds that serves individuals and families who are experiencing homelessness or who are at risk of homelessness, which is operated by City's contracted shelter operator Hope the Mission, and Symba Center, a service provider that implements a medically-based model of homeless care utilizing a multi-disciplinary team and evidence based modalities to effectively serve the needs of the homeless population; and

WHEREAS, the Wellness Center, a non-congregate care facility, plays a critical role in the stabilization of sheltered and unsheltered homeless individuals by providing a low-barrier navigation center, a recuperative care facility, a medical clinic, interim housing, and wraparound supportive services such as case management, care coordination (medical, mental health, and dental), job training/placement, legal services, and housing navigation; and

WHEREAS, Contractor wishes to accept from the County and the County wishes to grant to Contractor up to four hundred eighty-nine thousand eight hundred and twenty dollars ($489,820) (the "**HHIP Grant**"), to be provided as a single lump sum disbursement in accordance with the terms of this Agreement (as hereinafter defined), to fund the continuing operations of the Wellness Center. The HHIP Grant will be evidenced by this Agreement and will be subject to the terms and conditions set forth herein; and

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

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ATTACHMENTS

EXHIBIT A – OPERATIONAL BUDGET

EXHIBIT B – SCOPE OF WORK

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EXHIBIT E – DISBURSEMENT REQUEST / DRAW REQUEST

A. DEFINITIONS

A.1 "**Agreement**" or "**Contract**" means this Housing and Homelessness Incentive Program (HHIP) Grant Agreement, inclusive of Exhibits A through E. The terms "**Agreement**" and "**Contract**" are used interchangeably.

A.2 "**Case Management**" means services that assist Eligible Participants to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure access to service and the service delivery system; monitoring of individual progress.

A.3 "**Eligible Participants**" means Medi-Cal Managed Care Plan ("**MCP**") Members who are at risk of, have recently been or are currently experiencing homelessness as referred to the Wellness Center through the San Bernardino County Coordinated Entry System ("**CES**") and the Regional Access Point by Molina, Inland Empire Health Plan, or other MCP providers.

A.4 "**Homeless**" has same meaning as defined in Section 91.5 of Title 24 of the Code of Federal Regulations.

A.5 "**Homeless Management Information System** ("**HMIS**") is a web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by the U.S. Department of Housing and Urban Development ("**HUD**"), the Continuum of Care utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in target services. HMIS also includes that use of a comparable database by a victim services provider or legal services provider that is permitted under Part 576 of Title 24 of the Code of Federal Regulations.

A.6 "**Housing and Homelessness Incentive Program**" ("**HHIP**") is a voluntary incentive program administered by the California DHCS that allows health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health.

A.7 Item intentionally left blank.

A.8 "**Navigation Center**" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

A.9 "**Operational Costs**" refers to ongoing expenses directly attributable to the operation, maintenance, and administration of the Wellness Center.

A.10 "**Operational Budget**" means the budget for Operational Costs, and Services approved by the County as of the date of this Agreement and attached to this Agreement as Exhibit A and incorporated herein by this reference.

A.11 "**Parties**" means the County and Contractor.

A.12 "**Services**" means the services and Operational Costs incurred in providing said Services as described in the Scope of Work as detailed in Exhibit B.

A.13 **"Wellness Center"** is the Victorville Wellness Center Campus, located at 16902 1st Street in Victorville, CA 92395 (the "Property"), a Navigation Center and non-congregate shelter focused on helping homeless individuals and families into permanent housing.

B. CONTRACTOR RESPONSIBILITIES

B.1 **HHIP Grant.** Upon satisfaction of the conditions set forth in this Agreement, the County grants to the Contractor a portion of the HHIP Grant funds it received from Molina in an amount not to exceed Four Hundred Eighty-Nine Thousand Eight Hundred Twenty Dollars ($489,820.00) for the purposes set forth in this Agreement (the "**HHIP Grant**").

B.2 **Use of HHIP Grant Funding.**

B.2.1 Contractor shall use the HHIP Grant to fund the Scope of Work identified in Exhibit B.

B.2.2 Contractor shall use the HHIP Grant solely for the purpose of funding said Scope of Work consistent with the Operational Budget for expenses detailed in Exhibit A. Contractor shall not use the HHIP Grant for any other purpose without the prior written consent of the County.

B.2.3 Contractor shall be in compliance with all applicable Federal, State, and local laws, required to perform this Contract. Contractor shall be required to repay the County in the event of non-compliance with any such applicable law if the County is required to repay any amount of funds to the State or Molina as a result of Contractor's non-compliance.

B.2.4 Any costs to be paid for with the HHIP Grant must be eligible uses consistent with the HHIP. HHIP Grant funds may not be used for costs associated with activities in violation of any law or for any activities not consistent with HHIP.

B.2.5 Contractor shall not use HHIP Grant funds to supplant any other funds provided by the County to Contractor under any other agreement. The Contractor shall include a term in every subaward and contract that prohibits the subrecipient or contractor from using HHIP Grant funds to supplant funding provided by the County directly or indirectly to the subrecipient or contractor.

B.2.6 County reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with the HHIP Grant funds made available by this Agreement. If Contractor uses the HHIP Grant funds to pay for ineligible activities, Contractor shall be required to reimburse these funds to the County within thirty (30) days of the request.

B.3 **Conditions Precedent to HHIP Grant Disbursement**

B.3.1 Disbursement may not exceed the amount of the HHIP Grant.

B.3.2 The County shall not be obligated to make any disbursements of the HHIP Grant or take any other action under this Agreement unless the following conditions precedent are satisfied:

B.3.2.1 There exists no Default nor any act, failure, omission, or condition that would constitute an event of Default under this Agreement;

B.3.2.2 Item intentionally left blank.

B.3.2.3 Contractor has executed and delivered to County all documents and policies required under this Agreement;

B.3.2.4 Contractor has furnished the County with evidence of self-insurance meeting the requirements under this Agreement;

B.3.2.5 The County has approved any necessary updates to the Scope of Work and Operational Budget, if necessary;

B.3.2.6 The County has received the written Draw Request, in the form attached as Exhibit E, from Contractor including (1) certification that the proposed use of funds is consistent with the approved Operational Budget; (2) the amount of funds needed, and (3) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred.

B.3.2.7 The County will make best efforts to fund the Draw Request within thirty (30) days from receipt of the complete Draw Request.

B.4 Item intentionally left blank.

B.5 Item intentionally left blank.

B.6 **Schedule of Performance.** Contractor shall perform the Services described in the Scope of Work in Exhibit B no later than the end date of this Agreement.

B.7 Item intentionally left blank

B.8 **Progress Reports.**

B.8.1 From the date of the lump sum disbursement of the HHIP Grant funds until the termination of this Contract, Contractor shall provide the County with monthly progress reports. The progress reports must include a certification that the expenditures submitted to the County meet services outlined in the Scope of Work (Exhibit B) and the Operational Budget (Exhibit A), as well as HHIP eligible expenses requirements. The County shall have no obligation to advance or pay Contractor with any funds other than HHIP funds the County receives from Molina. Contractor attests that by submitting a monthly expenditures report to the County that Contractor has completed all due diligence necessary and verified eligibility for HHIP Grant funding. Contractor shall be required to re-pay the County for non-eligible expenditures that may be inadvertently processed by the County.

B.8.2 The Contractor shall provide any information reasonably requested by the County in connection with the Services.

B.9 Approved Operational Budget. As of the date of this Agreement, the County has approved the Operational Budget set forth in Exhibit A.

B.9.1 Contractor agrees that no changes shall be made to Contractor's Operational Budget without first obtaining prior County approval. No more than the amounts specified in Exhibit A – Operational Budget may be spent for the separate cost categories specified in the budget summary. Any changes to this Contract must be requested by Contractor in writing through the County's Community Development and Housing Department ("**CDH**"). Changes to Exhibit A – Operational Budget must be approved by the CDH Director.

B.9.2 Any budget amendments must be requested by the Contractor in writing at least 90 days before Contract expiration date.

B.10 Compliance with Agreement. Contractor shall comply with the terms of this Agreement, and any uncured breach by Contractor of such terms shall be considered a Default under this Agreement.

B.11 Financial Accountings and Audits. During the Term, from time to time as reasonably requested by the County, Contractor shall make available for examination during normal business hours to County all books, accounts, reports, files, and other papers or property with respect to all matters covered by this Agreement, and shall permit County to audit, examine, and make excerpts or transcripts from such records. County may make audits of any conditions relating to this Agreement.

B.12 Information. Contractor shall provide any information reasonably requested by the County in connection with the HHIP Grant, including (but not limited to) any information required by Molina in connection with Contractor's use of the HHIP Grant funding.

B.13 Item intentionally left blank.

B.14 Item intentionally left blank.

B.15 Fees and Taxes. Contractor shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Services to the extent owed by Contractor and shall pay such charges prior to delinquency. However, Contractor shall not be required to pay and discharge any such charge so long as: (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (b) if requested by the County, Contractor deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

B.16 Notice of Litigation. Contractor shall promptly notify the County in writing of any litigation materially affecting Contractor or the Services and of any claims or disputes that involve a material risk of such litigation.

B.17 Nondiscrimination. Contractor covenants by and for itself and its successors and assigns that it shall not discriminate in the performance of Services hereunder on the basis of race, color, national origin, disability, sex or age. The Contractor shall comply with all laws applicable to individuals and entities receiving federal funds, which may include but are not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 80; the Age Discrimination Act of 1975 as implemented by 45 CFR Part 91; the Americans with Disabilities Act; and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR Part 84, Section 1557 of the Affordable Care Act as codified at 42 U.S.C. § 18116 implemented at 45 CFR Part 92. Contractor shall further ensure compliance with all applicable California laws prohibiting discriminatory practices, including but not limited to: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5).

B.18 Transfer. This Agreement is entered into solely for the purpose of funding Services for the Wellness Center. The Contractor recognizes that the qualifications and identity of Contractor are of particular concern to the County. The Contractor further recognizes that it is because of such qualifications and identity that the County is entering into this Agreement with the Contractor and that a one-time, lump sum Transfer is permitted only as provided in this Agreement. Transfer is defined as HHIP Grant funds disbursed from County via check or wire transfer directly deposited into the Contractor's designated checking or other bank account.

B.19 Item intentionally left blank.

B.20 Maintenance and Damage. During the course of this Agreement, Contractor shall maintain the Wellness Center Campus in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Contractor has not cured such condition within thirty (30) days after receiving a County notice of such a condition, then in addition to any other rights available to the County, the County has the right to perform all acts necessary to cure such condition.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals
The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments
Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability
Without the prior written consent of the County, the Contract is not assignable or transferable by Contractor either in whole or in part.

C.4 Contract Exclusivity
This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services.

C.5 Attorney's Fees and Costs
If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. 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.

C.6 Background Checks for Contractor Personnel
Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for Contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

C.7 Change of Address
Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law
This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy
In performing the Services and while at any County facilities, Contractor personnel (including Subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the

policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or Contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and Subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of this Contract. Contractor and County shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract or receiving Personal Identifiable Information (PII) as outlined in this contract, comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at http://hss.sbcounty.gov/Privacy prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at http://hss.sbcounty.gov/Privacy are hereby incorporated by this reference.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The *Director of CDH* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work performed by Contractor. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or Subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). Contractor further certifies that if it or any of its Subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with the above provisions.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of

this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section D – Term of Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Item intentionally left blank.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the Services performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of the Services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, Subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, including 2 CFR Part 200, which state the

administrative requirements, cost principles and other standards for accountancy. The Contractor shall retain all documentation related to the services provided and all financial records associated with this Agreement for a period of five (5) years following the termination of this contract.

C.32 Relationship of the Parties
Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information
No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County
In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance
Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting
Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any Subcontractors who may supply any part of the Services to County. The County has been advised by Contractor that many services and operations at the Wellness Center will be provided by Symba Center and Hope the Mission (hereinafter "**Existing Contracted Providers**") and by execution of this Contract, the County is providing its approval for the City's use of its Existing Contracted Providers to provide many of the Services hereunder. At County's request, Contractor shall provide information regarding the Subcontractor's qualifications and a listing of a Subcontractor's key personnel including, if requested by the County, resumes of proposed Subcontractor personnel. Contractor shall remain directly responsible to County for its Subcontractors and shall indemnify County for the actions or omissions of its Subcontractors under the terms and conditions specified in Section G. All approved Subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any Subcontractor, Contractor shall:

36.1 Be responsible for Subcontractor compliance with the Contract and the subcontract terms and conditions; and

36.2 Ensure that the Subcontractor follows County's reporting formats and procedures as specified by County.

36.3 Include in the Subcontractor's subcontract substantially similar terms as are provided in Sections B. CONTRACTOR RESPONSIBILITIES and C. GENERAL CONTRACT REQUIREMENTS.

The provisions of this Section 36 notwithstanding, the County acknowledges that Contractor already has contracts in place with the Existing Contracted Providers ("**Preexisting Subcontracts**"). County agrees that to the extent the terms of said Preexisting Subcontracts conflict or are inconsistent with any of the requirements of this Section, said Preexisting Subcontracts shall prevail and Contractor will not be required to seek any amendments thereto.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue Services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

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

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or Subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict-of-interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor.

The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "**County administrative official**" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Item intentionally left blank.

C.44 Authority of Contractor.
Contractor warrants and represents to the County that it is a duly organized, validly existing California municipality and charter city and has the authority to own its property and carry on its business as now being conducted. Contractor warrants and represents that it has the full power to execute and deliver this Agreement and to accept the HHIP Grant funds contemplated hereunder, and to perform and observe the terms and provisions of this Agreement.

C.45 Force Majeure.
In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; quarantine restrictions; or court order; or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In no event shall the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

C.46 Item intentionally left blank.

C.47 Item intentionally left blank.

C.48 Non-Liability of County Officials, Employees and Agents.
No member, official, employee or agent of the County shall be personally liable to Contractor in the event of any default or breach by the County.

C.49 Executive Order N-6-22 Russia Sanctions
March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their Contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

D. TERM OF CONTRACT

This Agreement is effective as of April 8, 2025 and expires on April 7, 2027, but may be terminated earlier in accordance with other provisions of this Agreement.

E. DEFAULT AND REMEDIES.

E.1 Events of Default. Each of the following shall constitute a "Default" by Contractor under this Agreement:

E.1.1 Failure to Comply with the HHIP Grant Agreement. Failure of Contractor to comply with this HHIP Grant Agreement, subject to all applicable notice and cure rights provided herein.

E.1.2 Breach of Covenants. Failure by Contractor to duly perform, comply with, or observe any of the conditions, terms, or covenants of this Agreement, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the County to the Contractor, or if the breach cannot be cured within thirty (30) days, the Contractor shall not be in breach so long as Contractor is diligently undertaking to cure such breach and such breach is cured within ninety (90) days or such other date agreed to by the County in writing at its sole and absolute discretion; provided, however, that if a different period or notice requirement is specified under any other section of this Section E, the specific provisions shall control.

E.1.3 Insolvency. A court having jurisdiction shall have made or entered any decree or order: (1) adjudging Contractor to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of Contractor or seeking any arrangement for Contractor under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator, or assignee of Contractor in bankruptcy or insolvency or for any of their properties; or (4) directing the winding up or liquidation of Contractor if any such decree or order described in clauses (1) to (4), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or Contractor shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive.

E.1.4 Assignment; Attachment. Contractor shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution.

E.1.5 Suspension; Termination. Contractor shall have suspended its operation of the Wellness Center.

E.1.6 Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property, by an entity other than the County.

E.1.8 Item intentionally left blank.

E.2 Remedies. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the County or automatically where so specified, relieve the County of any obligation to make or continue the HHIP Grant and shall give the County the right to proceed with any and all remedies in law or equity, including suit for recovery of any HHIP Grant funds which Contractor has not utilized in compliance with this Agreement:

E.2.1 Repayment of HHIP Grant. The County may demand Contractor repay any portion of the HHIP Grant pursuant to Section B.2., above. Contractor is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable

attorneys' fees) paid or incurred by the County in connection with the repayment of the HHIP Grant.

E.2.2 Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Contractor to perform its obligations and covenants under this Agreement or to enjoin acts on things that may be unlawful or in violation of the provisions of this Agreement.

E.3 **Right of Contest.** Contractor shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

E.4. **Remedies Cumulative.** No right, power, or remedy given to the County by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

F. COUNTY RESPONSIBILITIES

F.1 CDH shall provide technical assistance to Contractor.

F.2 CDH shall participate in evaluating the progress of the overall program.

F.3 CDH shall monitor Contractor on a regular basis in regard to compliance with contractual requirements.

G. FISCAL PROVISIONS

G.1 The maximum amount to be disbursed in a single lump sum to Contractor under this Agreement shall not exceed $489,820, all of which is funded by an allocation of HHIP funds from Molina Healthcare Plan, a California health plan organization. One hundred percent (100%) of HHIP funds allocated to Contractor pursuant to this Agreement shall be considered expended, for purposes of the HHIP, upon disbursement by County to Contractor, which shall occur on or before April 30, 2025 (the **"Disbursement Deadline"**), unless said Disbursement Deadline is extended in writing by Molina and the County. Following disbursement of the $489,820 to Contractor, Contractor is authorized to utilize the funds for permitted expenditures up though April 7, 2027, provided it complies with the monthly expenditure reporting obligations and other HHIP requirements as set forth herein.

G.2 The disbursement will be provided to Contractor in one lump sum upon the full execution of this Agreement in order to immediately facilitate provision of the Services to Eligible Participants and ensure expenditure of the HHIP Grant funds by the Expenditure Deadline. The disbursement shall represent full payment to Contractor for the Services to be performed, products provided, or expenses incurred in accordance with Exhibit B - Scope of Work. Contractor shall provide monthly reports to the County documenting its activities and Services provided to verify that funds were expended for eligible uses and activities pursuant to the HHIP and the terms of this Agreement.

G.3 Contractor shall accept the funds from County via check or wire transfer directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process payment.

G.4 Funds made available under this Agreement shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Agreement. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

H. INDEMNIFICATION AND INSURANCE REQUIREMENTS

H.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

H.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

H.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

H.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

H.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

H.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated

or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

H.7 Acceptability of Insurance Carrier
Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

H.8 Deductibles and Self-Insured Retention
Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

H.9 Failure to Procure Coverage
In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

H.10 Insurance Review
Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

H.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

H.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers

providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

H.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations).
d. Explosion, collapse and underground hazards.
e. Personal injury.
f. Contractual liability.
g. $2,000,000 general aggregate limit.

H.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

H.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

H.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

or

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

or

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

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

H.11.6 Item intentionally left blank.

H.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

H.11.8 **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

H.12 Self Insurance

Contractor is an authorized self-insured or partially self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability, and Worker's Compensation and warrants that through its programs of self-insurance and insurance, it has adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement. County has no objection to Contractor's use of self-insurance to satisfy certain of its obligations hereunder and shall provide proof of all coverages to the County.

I. RIGHT TO MONITOR AND AUDIT

I.1 The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

I.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of five years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

J.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract if such breach remains uncured for five (5) days following notice thereof from the County.

J.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
c. Withhold funds pending duration of the breach; and/or
d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
f. Require repayment of the HHIP grant for any ineligible expenditure.

K. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Community Development and Housing
560 E. Hospitality Lane, Suite 200
San Bernardino, CA 62415-0043
Attn: Director

City of Victorville
14343 Civic Drive
Victorville, CA 92393
Attn: Keith C. Metzler, City Manager

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

L. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

M. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: APR 08 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____ Deputy

BOARD OF SUPERVISORS SAN BERNARDINO COUNTY, CA

City of Victorville

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Keith C. Metzler
(Print or type name of person signing contract)

Title City Manager
(Print or Type)

Dated: April 2 2025

Address 14343 Civic Drive
Victorville, CA 92393

P:\APPS\WPDATA\VVCA\0001-41-NAVIGATION WELLNESS CENTER\HHIP COUNTY GRANT 2025\100.16-CON-CDH-04-08-2025-HHIP SERVICES AGMT\VICTORVILLE WELLNESS CENTER SBC 03.19.25 CLEAN COPY FR SBC TLT REV 03.19.25.DOCX

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Signed by: John Tubbs II for Suzanne Bryant, Deputy County Counsel	►	► Signed by: Carrie Harmon Carrie Harmon, Director
Date April 3, 2025	Date	Date April 3, 2025

EXHIBIT A

OPERATIONAL BUDGET AND STAFFING PLAN

This Exhibit outlines the operational budget and staffing plan for the Victorville Wellness Center, funded by the HHIP grant. The details below represent the allocation and distribution of the funds and staffing structure as outlined in the contract.

1. Operational Budget

1.1 Grant Categories and Maximum Funding

The total HHIP funding available for the project is $489,820, which is allocated as follows:

Category	Amount
Navigation Center	$489,820

1.2 Administrative Costs

The total allocation for administrative costs is $43,420.00.

1.3 Direct Client Assistance

The following outlines the cost and total number of units for each type of direct client assistance:

Category	Unit Cost	# of Individuals/Days	Total
Emergency Shelter Bed Nights	$160/night	31/90	$446,400.00

Subtotal Direct Assistance:
$446,400.00

1.4 Operating Expenses

The total bed fee cost includes the following operating expenses:

- Basic Needs and Transportation
- Medical Equipment
- Medical Supplies
- Maintenance and Janitorial
- Utilities/Communication
- Office Supplies
- Technology/CMS

1.5 Budget Summary

Category	Amount	Percentage
Administrative Costs	$43,420.00	9%
Direct Services Expenses	$446,400.00	91%
Total Project Budget	**$489,820.00**	**100%**

2. Staffing Plan

2.1 Key Personnel

The minimum staffing model for our Wellness Center is outlined below. Currently, staffing exceeds this model.

- Program Manager (1.0 FTE)
- Peer Supports (2.0 FTE)
- SUD Counselor (1.0 FTE)
- Therapist (2.0 FTE)
- Registered Nurse (2.0 FTE)
- Psych Nurse Practitioner (0.5 FTE)

- Nurse Practitioner (0.5 FTE)
- Overnight Shelter Staff (6.0 FTE)
- Housing Navigators (3.0 FTE)
- Case Managers (4.0 FTE)
- Intake Specialist (1.0 FTE)
- Data/Compliance Coordinator (1.0 FTE)

2.2 Training Requirements

The following training requirements are mandatory for all relevant personnel:

- Trauma-informed care by July 2025
- Cultural competency by August 2025
- HMIS data entry (Ongoing)
- CES protocols (Ongoing)
- Fair housing laws (Ongoing)
- Safety protocols (Ongoing)

EXHIBIT B

SCOPE OF WORK

1. SCOPE OF SERVICES (WORK)

The Contractor will provide the following services to Eligible Participants, with each service aligned to meet the needs of those experiencing homelessness, as part of the Wellness Center program under the HHIP grant.

1.1 Eligible Program Components

Navigation Center

- Expand access for Eligible Participants.
- Coordinate with other program components.

Health Services and Care Coordination

- Health screenings and assessments.
- Coordination with healthcare providers.
- Mental health service referrals.
- Substance use disorder treatment linkages.
- Medical respite care coordination.
- Medication management support.
- Healthcare enrollment assistance.
- Public health education.

Emergency Shelter Services

- Emergency bed night provision, including basic needs/utilities.
- Crisis intervention.
- Basic needs assessment.
- Intake and screening.
- Temporary shelter placement.

Housing Navigation and Placement Services

- Conduct housing assessments for program participants.
- Identify suitable housing opportunities.
- Facilitate housing applications and lease agreements.
- Coordinate with property owners and managers.

Case Management

- Develop individualized housing stability plans.
- Provide ongoing support and monitoring.
- Connect clients to additional community resources.
- Document client progress and outcomes.

2. Performance Outcome Metrics

The Contractor will meet the following performance metrics to ensure the successful delivery of services. These metrics are aligned with program goals and will guide the assessment of service effectiveness.

Priority Area 3: Service Delivery for MCP Members Experiencing Homelessness Engaged in Enhanced Care Management (ECM)

1. **Members Receiving Housing-Related Community Supports:**
   A minimum of 31 members per year will receive housing-related community supports.
2. **Members Successfully Housed:**
   A minimum of 20 members will be successfully housed.

3. **Members Maintaining Housing Stability:**
   A minimum of 18 members will maintain housing stability.

Health Outcomes

1. **Percentage of Clients Offered Connections to Primary Care:**
   100% of clients will be offered connections to primary care.
2. **Number of Successful Healthcare Enrollments:**
   90% of eligible clients will successfully enroll in healthcare services.
3. **Mental Health Service Engagement Rate for Individuals Experiencing Mental Health Challenges:**
   80% engagement rate for individuals with mental health challenges.
4. **Substance Use Treatment Retention Rate for Individuals Experiencing Substance Use Disorder (SUD) Challenges:**
   80% retention rate in substance use treatment.
5. **Reduction in Emergency Room Visits:**
   A 50% reduction in emergency room visits for program participants.

Emergency Shelter Metrics

1. **Number of Emergency Bed Nights Provided:**
   A minimum of 2,790 emergency bed nights will be provided.
2. **Average Length of Shelter Stay:**
   The average length of shelter stay will be 90 days.
3. **Exit to Permanent Housing Rate:**
   50% of clients exiting emergency shelter will transition to permanent housing.
4. **Return to Shelter Rate:**
   35% of clients who exit shelter will return to shelter.
   (Note: This metric measures the rate at which individuals return to emergency shelter after exiting. A lower percentage indicates successful housing retention and effective case management.)

Housing Stability Metrics

1. **Percentage of Clients Connected to Transitional and Permanent Housing:**
   70% of clients will be connected to either transitional or permanent housing.
2. **Housing Retention Rate (6 Months):**
   80% of clients who transition to permanent housing will retain that housing for at least 6 months.
3. **Average Time from Enrollment to Housing Placement:**
   The average time from program enrollment to housing placement will be 90 days.

3. Reporting Requirements

The Contractor shall provide the following reports to ensure transparency and measure program success:

- **Quarterly Outcome Assessments**: A comprehensive report on program outcomes based on the metrics provided in this Exhibit.
- **Annual Program Evaluation**: A detailed evaluation of the program's effectiveness and alignment with the goals outlined in the Scope of Services.
- **Bed Fee Reporting Form**: A monthly or quarterly report on the allocation and usage of bed fees, including occupancy rates and associated expenses.
- **Client Demographic Data**: Reports on client demographics, per HMIS (Homeless Management Information System) and CES (Coordinated Entry System) data records, to ensure proper tracking and monitoring of client services.
- **Success Stories and Case Studies**: Anecdotal reports highlighting successful client outcomes, including housing placements, health improvements, and other key milestones

4. Compliance Requirements

The Contractor will adhere to the following compliance requirements to ensure proper documentation, quality assurance, and continuous improvement.

4.1 Program Documentation

- Maintain detailed client files.

- Document service delivery for each client.
- Maintain staff training records.
- Keep updated policies and procedures to reflect current practices and legal requirements.

4.2 Quality Assurance

- Conduct regular file audits to ensure accuracy and completeness of client records.
- Collect and review client satisfaction surveys to assess service quality.
- Perform periodic program outcome reviews to ensure the program is meeting its objectives.
- Implement continuous quality improvement plans based on feedback and performance evaluations.

5. Timeline and Milestones

The following outlines the timeline and key milestones for the program's implementation. This section details the program's phases and expected deliverables throughout the project duration.

5.1 Program Implementation

Program Implementation Tasks	Start Date	End Date
Month 1-2		
• Staff hiring/activation and training	4/8/2025	4/1/2027
• System setup and protocols	4/1/2025	4/1/2027
• Client engagement	5/1/2025	4/1/2027
Month 3-24		
• Full program implementation	5/1/2025	4/1/2027
• Regular reporting and monitoring	7/1/2025	4/1/2027
• Quarterly performance reviews	10/1/2025	4/1/2027

5.2 Key Deliverables

- **Monthly:** HHIP Expenditure Reports
- **Quarterly**: Performance reports and Outcome assessments.
- **Annually**: Program evaluation.
- **Ongoing**: Success stories and case studies.

EXHIBIT C. 1

HMIS DATA ENTRY REQUIREMENTS

A. Homeless Management Information System (HMIS):

Contractor agrees to participate in the HMIS.

a. HMIS security policies and procedures and entering required Participant data on a regular and timely basis.
b. County retains the rights to the HMIS and case management software application used in the operations of this property. County will grant Contractor access to use the HMIS software for the term of this Agreement.
c. Contractor shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of San Bernardino CoC HMIS Policies and Procedures Manual, which is located on the County of San Bernardino website:
    i. https://www.sbcounty.gov/uploads/sbchp/HMIS/resources/HMIS%20Policies%20Procedures%20

d. Contractor must maintain a valid HMIS End User Agreement on file with the Contractor. Please contact the HMIS team through Office of Homeless Services at HMISHelpDesk@hss.sbcounty.gov .

B. PROGRAM REQUIREMENTS

Contractor shall adhere to the following:

B.1 Coordinated Entry System (CES)

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

b. CONTRACTOR must notify the CES within 10 days of award of the HHIP funding by utilizing the online 211 Registration form located at: 211 Registration Form (wufoo.com)

c. CONTRACTOR must work in collaboration with CES and SBC CoC to ensure the screening, assessment, and referral of HHIP participants are consistent with the eligible uses under HHIP.

d. 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.2 Data Reporting

a. CONTRACTOR will submit to the Office of Homeless Services ("OHS") detailed reports containing information listed in **EXHIBIT B – SCOPE OF WORK**.

b. A report will be due forty-five (45) days after the date of expiration of this Contract or upon completion of Contract services. Reports should be submitted via File Transfer Program (FTP).

c. CONTRACTOR shall submit additional reports as required by the State or COUNTY.

B.3 Monitoring

a. The COUNTY has the right to monitor the Contract during the Contract period to ensure accuracy of expenditure reports and compliance with applicable laws and regulations.

b. CONTRACTOR agrees to furnish duly authorized representatives from the COUNTY and the State access to all financial records necessary to review or audit Contract services and to evaluate the cost, quality, and appropriateness of services.

c. If the State or the COUNTY determines that all, or any part of, the payments made by the COUNTY to CONTRACTOR pursuant hereto are not eligible expenses in accordance with this Contract, said funds will be repaid by CONTRACTOR to the COUNTY. In the event such payment is not made on demand, the COUNTY may withhold future disbursements to CONTRACTOR until such disallowances are paid by CONTRACTOR. If disallowable expenses are not reimbursed within thirty (30) days of demand, the Contract will terminate without consultation at the COUNTY's sole and absolute discretion.

d. If there is a conflict between a State audit of this Contract and a COUNTY audit of this Contract, the State audit shall take precedence.

B.4 Closeout

a. 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 Contract.

b. CONTRACTOR agrees to adhere to and comply with all the closeout procedures detailed below; including, but not limited to the following:

1. Disposition of program assets shall be determined by the COUNTY when the Contract is terminated.

2. CONTRACTOR shall submit within forty-five (45) days after the date of expiration of this Contract, all financial, performance, and other reports required by this Contract; and in addition, will cooperate in a program audit by the COUNTY.

3. Any unobligated/unexpended funds disbursed in advance to CONTRACTOR shall be returned to the COUNTY within thirty (30) days after the expiration of the Contract term, or in accordance with Section B.3.c, whichever occurs first. This obligation shall survive the termination of the Contract.

4. CONTRACTOR must account for any real and personal property acquired with HHIP funds.

5. 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.

B.5 Homeless Management Information System

The HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the COUNTY. CONTRACTOR must ensure that data on all persons served are entered into the countywide HMIS. HMIS is managed and operated by OHS. HMIS technical and data standards are set forth in the Final 2024 HMIS Data Standards, on file with OHS.

a. CONTRACTOR shall enter into a Memorandum of Understanding (MOU) with the HMIS Lead Agency where the CONTRACTOR agrees to share HMIS data with other HHIP funded agencies, unless prohibited by law.

b. CONTRACTOR is required to work with 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 its HHIP Disbursement Request form (see **EXHIBIT E – HHIP DISBURSEMENT REQUEST)**.

c. CONTRACTOR shall submit a copy of HMIS reports (see **EXHIBIT C.2 – HMIS CLIENT DATA REPORT SAMPLE)** with the monthly 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:

Christopher Salazar, HMIS Lead
San Bernardino County
Office of Homeless Services
560 E. Hospitality Ln., Ste. 200
San Bernardino CA 92415-0044
Christopher.Salazar@hss.sbcounty.gov
Phone: 909-501-0610

d. CONTRACTOR must ensure all required data elements, as listed below, are entered into the HMIS system for HHIP 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 Contract. CONTRACTOR will be notified by OHS, and if not rectified, the Contract may be terminated at the COUNTY's sole and absolute discretion.

e. 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

   i. Name

   ii. Social Security Number

   iii. Date of Birth

   iv. Race

   v. Ethnicity

   vi. Gender

   vii. Veteran Status

2. Universal Data
    i. Disabling Condition
    ii. Project Start Date
    iii. Project Exit Date
    iv. Destination
    v. Relationship to Head of Household
    vi. Client Location
    vii. Housing Move-in Date
    viii. Living Situation
3. Common Program Specific Data Elements
    i. Income and Sources
    ii. Non-Cash Benefits
    iii. Health Insurance
    iv. Disability Elements
    v. Physical Disability
    vi. Developmental Disability
    vii. Chronic Health Condition
    viii. HIV/AIDS
    ix. Mental Health Problem
    x. Substance Abuse
    xi. Domestic Violence
    xii. Contact
    xiii. Date of Engagement
    xiv. Bed-Night Date
    xv. Housing Assessment Disposition
4. Data Timeliness
    i. Entry Timeliness
    ii. Exit Timeliness

f. 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 C.3 – HMIS DATA QUALITY REPORT**). The report will be generated by CONTRACTOR and submitted monthly 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.

g. 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 Contract as set forth in Section I - CORRECTION OF PERFORMANCE DEFICIENCIES.

h. 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.

C. HHIP REPORTING REQUIREMENTS

C.1 Detailed reports

a. CONTRACTOR shall submit reports containing, at minimum, the following information:

1. Amount awarded to CONTRACTOR with activity(ies) identified.
2. Contract expenditures.
3. Unduplicated number of homeless persons and households served by HHIP funds.
4. Unduplicated number of persons and households at imminent risk of homelessness served by HHIP funds.
5. Number of instances of service.
6. Increases in capacity for new and existing programs.
7. Number of unsheltered homeless persons and homeless households becoming sheltered.
8. Number of homeless persons and homeless households entering permanent housing.
9. 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.
10. 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.

C.2 Reporting Breakdown by Activity

a. CONTRACTOR will provide reports with a breakdown 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 HUD:

1. Chronically homeless

2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Note: 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 HMIS.

EXHIBIT C.2

HMIS CLIENT DATA REPORT SAMPLE

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

Active within 05/01/2023 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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EXHIBIT C.3

HMIS DATA QUALITY REPORT SAMPLE

HMIS Data Quality Report [FY 2023]

Agency Name
CoC Category Filter: Agency CoC
Date Range: 10/01/2022 thru 06/30/2023

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%

HMIS Data Quality Report [FY 2023]

Agency Name
CoC Category Filter: Agency CoC
Date Range: 10/01/2022 thru 06/30/2023

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

EXHIBIT D

EXPENDITURE REPORT

HOUSING and HOMELESSNESS INCENTIVE PROGRAM MONTHLY EXPENDITURES REPORT					
Agency:				COUNTY USE ONLY	
Contract #				TOTAL EXPEDITURES	
Project Name:		Month/Year:	Invoice #:		
				INELIGIBLE EXPEDITURES	
		Service Date From:	Service Date To:		
				TOTAL ELIGIBLE EXPEDITURES	
Contract Period:	02/2024-12/31/2024			$	
SUMMARY					
Contract Amount	Interest Accrued (Cumulative)	Current Month Expenditures	Prior Expenditures	Cumulative Expenditures	Balance Remaining
$		$	$	$	$

I CERTIFY THAT, (a) all applicable provisions under the terms of the contract and the Housing and Homelessness Incentive Program regulations have been complied with; (b) all applicable laws have been complied with; and (c) I understand I may be required to repay the County of San Bernardino for ineligible expenditures or ineligible payments inadvertently approved for disbursement.

PREPARED BY (signature):	PHONE #	APPROVED BY (signature):	PHONE #:
PRINT NAME AND DATE:		PRINT NAME AND DATE:	

I CERTIFY THAT, (a) the County of San Bernardino, as grantee of HHIP, has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Part 200; (c) all applicable provisions under the terms of the contract agreement and grant regulations have been complied with; (d) all applicable laws have been complied with, and (e) I understand I may be required to repay the County or HUD for ineligible expenses inadvertently approved for reimbursement.

COUNTY USE ONLY			
Audited By (signature):	Date:	Verified By (signature):	Date:
Print Name:		Print Name:	
Approved By (signature):		Date:	
Print Name:			

EXHIBIT E

DRAW REQUEST

SAN BERNARDINO COUNTY

HOUSING AND HOMELESSNESS INCENTIVE PROGRAM - DISBURSEMENT REQUEST

Agency:				COUNTY USE ONLY	
Region:				REQUEST NUMBER	
Project Name:		Date of Request:		CONTRACT AMOUNT	
				DISBURSEMENTS	
Contract Number:	Service Date From:	Service Date To:		SUBTOTAL	$ -
				AMOUNT APPROVED	
Contract Period:				CONTRACT BALANCE	$ -

FUNDING REQUEST SUMMARY

Contract Amount	Interest Accrued (Cumulative)	Current Funding Request	Prior Requests	Cumulative Funding Requests	Balance Remaining
		$ -	$ -	$ -	$ -

Provide a complete explanation below for each the following:

1. Attach detailed backup demonstrating applicable expenditures incurred by agency per the scope of work.
   Use Funding Request - Expenditures and Funding Request - Number Served forms to breakdown expenditures and
2. Add any other explanation(s) pertinent to this funding request (e.g., why amount invoiced for one of the categories in the Operational Budget is lower than annual budget projections).
3. Provide the following broken out by applicable category in the Operatoinal Budget; total expenses incurred, total contract amount expended to date (including the amount of the current draw request), and total funds unspent/remaining per category.

Page 1

I CERTIFY THAT, (a) the County of San Bernardino, as grantee of HHIP, has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the State of California or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Part 200; (c) all applicable provisions under the terms of the contract agreement and grant regulations have been complied with; (d) all applicable laws have been complied with, and (e) I understand I may be required to repay the County or State for ineligible expenses inadvertenly approved for reimbursement.

PREPARED BY (signature):	PHONE #:	APPROVED BY (signature):	PHONE #:
Print Name:	Date:	Print Name:	Date:

HOUSING AND HOMELESSNESS INCENTIVE PROGRAM - Funding Request form must be approved

COUNTY USE ONLY

Audited By (signature):	Date:	Approved by (signature):	Date:
Print Name:		Print Name:	