

[Attach Recorder's Cover Sheet]

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(Water of Life CityLink)

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This Regulatory Agreement and Declaration of Restrictive Covenants (the "**Agreement**") is dated as of February 6, 2024 ("**Effective Date**"), and is made and recorded by and between the San Bernardino County, a political subdivision of the State of California (the "**County**") and Water of Life Community Church, a California nonprofit religious corporation (collectively, the "**Grantee**").

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. The Grantee is the owner of specified real property located on Arrow Avenue, between Tokay Avenue and Citrus Avenue, Fontana, San Bernardino County (the "**Property**"), as more fully described in the attached Exhibit A, incorporated herein by this reference.

C. The County has committed general fund and other revenue to prevent, reduce and end homelessness and to further the County's goals of providing safe, decent and sanitary housing for all residents of the County.

D. The Grantee is developing a mix-use development to provide housing and comprehensive wrap around services to residents of San Bernardino County who are experiencing homelessness, which includes, offices, office storage space, food pantry, classrooms, restrooms, small kitchen, counseling rooms, and a multi-purpose room the ("**Project**").

E. The Project consists of an affordable housing component that is comprised of: (a) the planning, development and construction costs of installing twenty (20) trailers to be used for Temporary or Emergency Shelter to be made available to Eligible Participants ("**Temporary Housing Improvements**"); (b) the planning, development, and construction costs of developing a mix-use building that includes thirty (30) units of housing to be used for Temporary or Emergency Shelter to be made available to Eligible Participants including improvements to provide ancillary services and assistance to homeless adults and children (the "**Permanent Shelter Improvements**"); and (c) the Site Improvements (as defined below). Collectively the foregoing constitutes the "**Housing Improvements**".

F. Grantees and County are parties to that certain Revocable Grant Agreement, of even date herewith, under which the County agreed to provide Grantee a grant of Five Million Dollars (\$5,000,000) (the "**County Grant**") to provide predevelopment and construction financing for the Pre-Development Requirements and Housing Improvements.

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

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions.

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

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

(b) "**At Risk of Homelessness Household**" means a household that is at risk of homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation.

(c) "**Completion of Construction**" means the date the construction of the Temporary Housing Improvements or the Permanent Shelter Improvements, respectively is completed as evidenced by the issuance of a certificate of occupancy or equivalent document issued by the City, to certify completion of the construction of the Temporary Housing Improvements or the Permanent Shelter Improvements, respectively.

(d) "**City**" means the City of Fontana, a municipal corporation.

(e) "**County Grant**" has the meaning set forth in the Revocable Grant Agreement of even date herewith.

(f) "**Deed of Trust**" means the Short Form Revocable Deed of Trust of even date herewith.

(g) "**Eligible Participants**" means either At Risk of Homelessness Households or Homeless Households referred by the County's Office of Homeless Services or the City of Fontana's Homeless Service Providers (CityLink Pathway to Housing, HOST, MET), (OHS) through the Coordinated Entry System (CES) to Grantee. All those participating with CES will need to apply to participate in the Homeless Management Information System (HMIS).

(h) "**Housing Deadline**" shall mean, respectively, (i) failure to have Completion of Construction of the Temporary Housing Improvements by January 1, 2025, and (ii) failure to have Completion of Construction of the Permanent Shelter Improvements by January 1, 2028.

(i) "**Housing Improvements**" means, collectively: (1) the planning, development and construction costs of installing twenty (20) trailers to be used for Temporary or Emergency Shelter to be made available to Eligible Participants; and (2) the planning, development, and construction costs of developing a mix-use building that includes thirty (30) units of housing to be used for Temporary or Emergency Shelter to be made available to Eligible Participants including improvements to provide ancillary services and assistance to homeless adults and children (the "Permanent Shelter Improvements").

(j) "**Homeless Household**" means housing for individuals and families

who are experiencing homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation.

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

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

(m) "**Person**" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

(n) "**Temporary or Emergency Shelter**" means housing with minimal supportive services for Homeless Households or At Risk of Homeless Households that is limited to occupancy of six months or less, consistent with Government Code Section 65582(d) and Health and Safety Code Section 50801(e) or buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another Eligible Participant at a predetermined future point in time that shall be no less than six months from the beginning of the assistance consistent with Government Code Section 65882(j).

(o) "**Site Improvements**" means infrastructural and related improvements that are necessary to facilitate and primarily support the development of the Housing Improvements. Such improvements include, by way of example, but without limitation: (i) rough grading, (ii) sewerage infrastructure, (iii) water infrastructure, including fire suppression, (iv) drainage, storm drain improvement, and WQMP improvements, (v) parking lot paving / lighting, (vi) offsite improvements required by the City, (vii) dry utility improvements (electric, cable, telephone), and (viii) landscape improvements.

(p) "**Support Services Building**" means the offices, office storage space, food pantry, classrooms, restrooms, small kitchen, counseling rooms, showers for the homeless, and a multi-purpose room that provide ancillary services to the homeless and other at-risk populations in the County

(q) "**Term**" the 'Term' of this Agreement which commences at the completion and occupancy of the Temporary Shelter Improvements and shall terminate upon the earlier of (i) the expiration or earlier termination of the Revocable Grant Agreement, or (ii) by the written consent of the Parties as provided for herein.

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

Section 2.1 Occupancy Requirements.

(a) Temporary Housing Term. Commencing on the Completion of Construction of the Temporary Housing Improvements and terminating on the Completion of Construction of the Permanent Housing Improvements, the Temporary Housing Improvements, will be occupied by, or, if vacant, available for occupancy by, Eligible Participants consistent with the terms of this Agreement.

(b) Permanent Term. Commencing on the Completion of Construction of the Permanent Shelter Improvements and continuing for the duration of the Term, the Permanent Shelter Improvements, will be occupied by, or, if vacant, available for occupancy by, Eligible Participants consistent with the terms of this Agreement.

Section 2.2 No Rent or Fees.

(a) Rent. During the entire Term, the Housing Improvements are designated Temporary or Emergency Shelter and, as such, Grantee hereby agrees to provide the Housing Improvements to Eligible Participants at no cost to the occupants of the Temporary Housing Improvements and Permanent Shelter Improvements, as applicable for the terms specified in Section 2.1, above.

(b) Fees. During the entire Term, the Grantee may not charge any fee to any occupant of the Housing Improvements for any housing or other services provided by Grantee.

Section 2.3 Accessibility.

The Housing Improvements will be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements. Grantee shall, as applicable, cause the Housing Improvements to be operated at all times in compliance with the provisions of: (1) the Unruh Act; (2) the California Fair Employment and Housing Act; (3) Section 504 of the Rehabilitation Act of 1973; (4) the United States Fair Housing Act, as amended; and (5) the Americans With Disabilities Act of 1990, which relate to disabled persons access. Grantee shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Grantee's failure to comply with applicable legal requirements related to housing for persons with disabilities. The indemnification obligation contained in this subsection will survive expiration of the Term or other termination of this Agreement and remain in full force and effect.

Section 2.4 Referrals.

The Grantee agrees that all Housing Improvements will be occupied by Eligible Participants through the CES referral process that currently coordinates with the County Continuum of Care. All those participating with CES will need to apply to participate in the Homeless Management Information System (HMIS). Grantee shall provide the County with the Grantee's written Eligible Participant selection plan (the "**Tenant Selection Plan**"). Grantee, to the extent applicable, shall work in collaboration with CES and County Continuum of Care to ensure the screening, assessment, and referral of Eligible Participants.

Section 2.5 Reporting Requirements.

Grantee shall submit to the County: (a) not later than the forty-fifth (45th) day after the close of each calendar year, or such other date as may be requested by the County, a signed copy of the reporting information meeting the requirements set forth in the attached Exhibit B; and (b) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County, as applicable.

Section 2.6 Additional Information.

Grantee shall provide any additional information reasonably requested by the County.

Section 2.7 Services Plan.

Grantee shall submit to the County the services plan and budget which shall include written guidelines or procedures and estimated costs for providing the Homeless Services (the “**Services Plan**”). The Grantee will collaborate with the County on the development of the Services Plan, implementing best practices and lessons learned from current Homeless Services provided in the community. For the entire Term of this Agreement, Grantee shall provide the Homeless Services in accordance with the Services Plan.

ARTICLE 3
OPERATION OF THE HOUSING IMPROVEMENTS

Section 3.1 Residential Use; Compliance with Standard Agreement.

During the Term, the Grantee shall at all times operate the Temporary Housing Improvements and the Permanent Shelter Improvements as Temporary or Emergency Shelter in compliance with the terms of this Agreement and the Grant Agreement. The Project is expected to provide ancillary services and assistance to homeless adults and children.

Section 3.2 Property Maintenance.

(a) Grantee shall maintain, for the entire Term of this Agreement, all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in a decent, safe, sanitary condition and in good repair.

(b) The County places prime importance on quality maintenance to protect its investment and to ensure that all County-assisted projects are not allowed to deteriorate due to below-average maintenance. Grantee shall make all repairs and replacements necessary to keep the improvements in good condition and repair, normal wear and tear excepted.

Section 3.3 On-Site Inspections.

The County may perform, or cause to be performed, an on-site inspection of the Housing Improvements (subject to the rights of occupants) at least one (1) time per year upon twenty-four (24) hours' notice during normal business hours to monitor compliance with this Agreement. Grantee shall cooperate in making the Property available for such inspection. The foregoing shall be subject to the rights of all occupants of any portion of the Housing Improvements, and any other legal obligations of Grantee.

Section 3.4 Taxes and Assessments.

Grantee shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Grantee may apply for a property tax exemption for the Property under any provision of law or contest in good faith, any such taxes, assessments, or charges. In the event Grantee exercises its right to contest any tax, assessment, or charge against it, Grantee, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Section 3.5 Property Tax Exemption.

Grantee shall not, without the prior written consent of the County, apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g).

Section 3.6 Management Responsibility.

The Grantee is responsible for all management functions with respect to the Housing Improvements and shall keep the property in decent, safe, sanitary, tenantable condition and repair, and to permit no waste thereof. The County shall have no responsibility over management of the Housing Improvements or any other portion of the Development and any liability for failure to perform these duties shall lie strictly with Grantee and not the County. For the avoidance of doubt, Grantee may delegate some or all management functions to a property manager.

Section 3.7 Periodic Performance Review.

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

Section 3.8 Nondiscrimination.

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

Section 3.9 Notice of Expiration of Term.

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

Section 3.10 Covenants to Run With the Land.

The County hereby declares its express intent that the provisions this Agreement shall run with the land and shall bind all successors in title to the Property and the Project for the duration of the Term. Upon the expiration or earlier termination of this Agreement, said covenants and restrictions shall automatically expire, whereupon the County shall take all necessary actions to remove such covenants and restrictions from title, including, without limitation, recording a release and/or termination (as applicable) of this Agreement with the County Recorder of San Bernardino County.

Section 3.11 Enforcement by the County.

Subject to the Grant Agreement, if the Grantee fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the County provided notice in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within sixty (60) days, the County shall have the right to enforce this Agreement by any remedy provided by law; including but not limited to an action at law or equity to compel Grantee's performance of its obligations hereunder, call the amounts owing under the Revocable Grant Agreement, and/or for County's damages.

Section 3.12 Records.

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

ARTICLE 4 MISCELLANEOUS

Section 4.1 Governing Law and Venue.

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

Section 4.2 Severability.

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

Section 4.3 Waiver of Requirements.

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

Section 4.4 Recording and Filing.

The County and Grantee shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Property in the Official Records of San Bernardino County, in first lien position over all other agreements, covenants, liens, or other matters of record on the Property.

Section 4.5 Amendments.

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

Section 4.6 Parties Bound.

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

Section 4.7 Attorneys' Fees.

In the event that any party to this Agreement brings an action to interpret or enforce its rights under this Agreement, each party, including the prevailing party in such action, shall bear its own costs and expenses, including reasonable attorneys' fees in such action.

Section 4.8 Subordination.

This Agreement shall be recorded in first lien position and shall not be subordinated to any lien or encumbrance proposed to be recorded against the Property (nothing in this Agreement shall prevent the subordination of the Deed of Trust as provided for therein).

Section 4.9 Notice.

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

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

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

Grantee: Water of Life Community Church
14418 Miller Avenue, Suite K
Fontana, CA 92336/92335
Attn: Jim Kensinger

with copy to: The Opus Law Firm
6050 El Tordo,
Rancho Santa Fe, CA 92067
Attn: Joshua M. Jacobs, Esq.

(b) Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 4.10 Assignment by the County.

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

Section 4.11 Indemnification.

The Grantee agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents, and volunteers ("**County Indemnitees**") from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement 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 County Indemnitees. The Grantee's indemnification obligation applies to County Indemnitees' active as well as passive negligence but does not apply to the County Indemnitees' sole negligence or willful misconduct within the meaning of Civil Code Section 2782. The provisions of this Section shall survive the expiration of this Agreement and the provisions of this Section shall remain in full force and effect.

Section 4.12 Term.

The provisions of this Agreement shall apply to the Housing Improvements for the entire Term.

Section 4.13 Revival of Agreement after Foreclosure.

In the event there is a foreclosure of the Property, this Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

Section 4.14 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the County Grant and the operation of the Housing Improvements.

Section 4.15 Multiple Originals; Counterparts.

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

[Signatures on following page.]

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

COUNTY:

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

By: _____
Luther Snoke, Chief Executive Officer

APPROVED AS TO LEGAL FORM:

TOM BUNTON
County Counsel

By: _____
Julie Surber, Principal Assistant County Counsel

GRANTEE:

Water of Life Community Church, a California nonprofit
religious corporation

By: _____

Name: _____

Its: _____

Date: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WEST 1/2 OF LOT 193 ACCORDING TO MAP OF ETIWANDA VINEYARDS, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOTE: AREA AND DISTANCES COMPUTED TO STREET PURPOSES.

PARCEL 2:

THE EAST ONE-HALF OF LOT 193 OF ETIWANDA VINEYARD, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOTE: AREAS AND DISTANCES COMPUTED TO THE RANGE LINE OF THE EAST ALL OTHER AREAS AND DISTANCES COMPUTED TO STREET CENTERS.

Assessor's Parcel Number: 0232-201-12-0-000 & 0232-201-13-0-000

EXHIBIT B

REPORTING REQUIREMENTS

A. Data Reporting

1. Grantee will submit detailed reports containing, at minimum, the following information:
 - Unduplicated number of homeless persons and households served;
 - Unduplicated number of persons and households at imminent risk of homelessness served;
 - Number of instances of service;
 - Increases in capacity for new and existing programs;
 - Number of unsheltered homeless persons and homeless households becoming sheltered; and
 - Number of homeless persons and homeless households entering permanent housing.
2. Counts by subpopulation will not be required in cases where that information is unavailable, but is expected in cases where client information is entered in the Homeless Management Information System (HMIS).

B. Homeless Management Information System (HMIS)

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

1. Grantee shall enter into a Memorandum of Understanding (MOU) with the HMIS Lead Agency where the Grantee agrees to share HMIS data with other County funded agencies, unless prohibited by law.
2. Grantee is required to work with County (OHS) staff to ensure the timely and accurate set-up of their HMIS program profile and to ensure the HMIS program profile is setup in a manner that accurately captures the data pertinent to Grantee's program. Grantee's program profile must be setup prior to Grantee submitting their first Grant Fund Disbursement Request form.
3. 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 Grantee is using a comparable database shall be delivered to the County. The contact information for the "HMIS Lead Agency" is:

HMIS Lead / Kennedy Robin
San Bernardino County

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

4. Grantee must ensure all required data elements are entered into the HMIS system for Eligible Participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date.

5. Grantee agrees to provide the County and/or the State access to HMIS data collected and entered into HMIS, upon request, and to participate in any statewide data initiative as directed by the State including, but not limited to, a statewide data integration environment.

Program Roster Report		SAMPLE						Agency Name				
Active within 06/01/2023 thru 06/30/2023												
Housing Move-in: Undefined = Unknown HoH or adjusted Move-in is Null, <input type="checkbox"/> = 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
<i>Program: Sample Project Name</i>												
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												

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)	Number of times (3.9.17.4)	Number of months (3.9.17.5)	% of records unable to calculate
				Missing	DK/R/missing	DK/R/missing	
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
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C. Program Participant Eligibility

Grantee shall ensure that:

1. Eligible Participants meet the Homeless or At Risk of Homelessness definition as defined in Section 578.3 of Title 24 of the Code of Federal Regulations:
2. Eligible Participants are referred by CES to Grantee.
3. Grantee coordinates Program enrollment and services in collaboration with CES.

D. Job Training and Employment

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

E. Staffing Requirements

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