

**AMENDMENT NO. 1 TO
AMERICAN RESCUE PLAN ACT (ARRA) SUBAWARD AGREEMENT
WITH LUTHERAN SOCIAL SERVICES OF SOUTHERN CALIFORNIA**

This Amendment No. 1 to the American Rescue Plan Act (ARPA) Subaward Agreement is made and entered into as of November 20, 2024 ("Effective Date") by and between the City of San Bernardino, a charter city and municipal corporation ("City") and Lutheran Social Services of Southern California ("Subrecipient"). City and Subrecipient are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Subrecipient have entered into a subaward agreement, dated May 17, 2023, for the purpose of granting five (5) million dollars in American Rescue Plan Act ("ARPA") funds to assist with the construction and management of the San Bernardino Community Wellness Campus (SBCWC) (the "Master Subaward Agreement"); and

B. WHEREAS, the Master Subaward Agreement allocated two (2) million dollars towards pre-development expenditures, one (1) million dollars towards site preparation expenditures, one (1) million dollars towards construction expenditures, and one (1) million dollars towards case management services; and

C. WHEREAS, the Parties now desire to amend the Master Subaward Agreement' to reallocate all five (5) million dollars to operational expenses.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Master Subaward Agreement, the Parties mutually agree as follows:

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment. Exhibit A of the Master Subaward Agreement, "Scope of Services and Budget," is hereby amended in its entirety to read as follows:

"EXHIBIT A

SCOPE OF SERVICES AND BUDGET

Target Population

The target population is adult men experiencing chronic/homelessness with complex health and social service needs. This population is at or below 15% of the area median income. The US Department of Housing and Urban Development (HUD) defines chronically homeless as individuals who are disabled and live in a place not meant for human habitation, a safe haven, or an emergency shelter; AND who have been homeless and living in one of these places continuously for at least 12 months, OR who on at least 4 separate occasions have been living in these places during the last 3 years for at least 7 consecutive nights each time.

Tenant Selection Criteria

Upon entry to the campus, residents will undergo a thorough intake process to gather essential information, identify needs, and determine eligibility for services. Age 18 or over, male, chronic/homeless, resident of San Bernardino County, cognitively alert and oriented to name, place, date, and situation. Case managers will use standardized assessment tools, such as the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT), to evaluate residents' vulnerabilities and support needs, enabling the development of individualized service plans tailored to their unique circumstances. Tenant Selection Criteria draw from the formal standardized process of the Coordinated Entry System (CES) using the County of San Bernardino Homeless Data Integration System (HDIS). Housing First and Harm Reduction principles are followed to ensure individuals are not disqualified because of substance use disorders or other personal struggles. Placement is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or any other unnecessary condition not imposed by the terms of funding.

Tenant Selection Prioritization

The CES is intended to facilitate access to the most appropriate housing Intervention for each household's immediate and long-term housing needs and ensure that scarce permanent housing resources are targeted to those who are most vulnerable and/or have been homeless the longest. An initial Pre-screening will be conducted by all CES Partners (the Subrecipient is an authorized CES partner), and then an intake and assessment will be completed by first entering persons who are homeless into HMIS which will include administering the VI-SPDAT.

Subrecipient must complete and sign intake documents to be considered for occupancy. Applicants will be considered conditionally eligible for housing based solely on statements given on the intake form and any third-party verification forms. Background checks (i.e. criminal, credit, or tenant history) shall not be used to screen applicants for housing eligibility or readiness.

Each resident will be assigned a dedicated case manager, who will provide ongoing support and guidance in accessing services and achieving personal goals. Case managers will employ a strengths-based approach, focusing on residents' capabilities and resources to foster self-sufficiency and empowerment. Housing Assistance Supportive Services will include housing search and placement assistance, landlord mediation, and eviction prevention strategies to help residents secure and maintain stable housing. For those in need of additional support, case managers will provide ongoing rental assistance and housing stabilization services, helping residents to navigate the challenges of independent living. Regular case conferencing and supervision will ensure that case managers remain responsive to residents' evolving needs and that service delivery is consistent and coordinated.

Referrals

The Subrecipient will utilize United Way, the designated management entity for Coordinated Entry Services (CES) in San Bernardino. Upon entry to the campus, residents will undergo a thorough intake process to gather essential information, identify needs, and determine eligibility for services. Case managers will use standardized assessment tools, such as the VI-SPDAT, to evaluate residents' vulnerabilities and support needs, enabling the development of individualized service plans tailored to their unique circumstances.

Substance Use Policy

The Subrecipient employs a harm reduction model that offers a non-judgmental approach that attempts to meet tenants "where they are at" with their substance use. However, tenants may be

asked to leave for substance use that is disruptive to site services, tenants, or staff. Services to support recovery will be offered with opportunities for the tenant to minimize the harms associated with substance use but may be mandated for those who have a substance use problem and wish to stay. While drugs and alcohol are not allowed on the campus, the Project will house many tenants who are actively using these substances.

Staffing

The Subrecipient will maintain staffing, including security, 24/7 on the property. All shifts will have two staff on duty. Maintaining the safety and security of clients and staff is paramount at the Community Wellness Campus. Shifts will rotate out at regular intervals, and updates will be provided to incoming staff, so they are aware of any emerging issues for/among the tenants. All staff will treat tenants with kindness, and client issues will be managed with confidentiality and respect.

The Program Manager will, under the leadership of the Area Director and Senior Director, be responsible for the day-to-day implementation of the program. The Program Manager will develop, implement, and provide supervision for the Project's programs. The Program Manager will work with the Director to establish program budgets and ensure that the programs operate within the established budget.

Eviction Protection

Support services staff will assist tenants in abiding by housing rules and Project policies. This may include helping a tenant understand the appropriate way to communicate concerns, and write requests, responses, or complaints to the Project Director. Tenants will also be encouraged to attend housing meetings to voice their concerns and ideas and will be provided with Project updates.

Required Services

Case Management
Peer Support Activities
Substance Use Services
Behavioral Health Services

Support Services will be offered primarily on-site, with drop-in appointments, individual case management, workshops, and community-building activities. Programs are delivered by program staff, partner agencies, and volunteer groups. The Subrecipient staff will assist tenants with linkage (including transportation assistance) to various resources, services, and providers that are not available on-site.

Tenants will be provided with assistance in identifying, applying for, and establishing appointments with available services such as food programs, medical clinics, in-home support, and transportation services.

Encourage Services

Care Coordinators/Case Managers will assess tenants' skills and goals at intake and encourage all tenants to participate in educational and employment services.

BUDGET/EXPENDITURES

Total Operating Expenses

\$5,000,000"

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Master Subaward Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE AMERICAN RESCUE PLAN ACT (ARPA) SUBAWARD
AGREEMENT
WITH LUTHERAN SOCIAL SERVICES OF SOUTHERN CALIFORNIA**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

CITY OF SAN BERNARDINO

SUBRECIPIENT

APPROVED BY:

Rochelle Clayton
City Manager

Dr. LaSharnda Beckwith
President & CEO

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney