

[Attach Recorder's Cover Sheet]

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(San Bernardino Navigation Center)

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DECLARATION OF RESTRICTIVE COVENANTS
(San Bernardino HOPE Campus Navigation Center)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is dated as of September __, 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 the City of San Bernardino, a California charter city (the "Grantee").

RECITALS

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

B. Grantee 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 Three Million Dollars (\$3,000,000) (the "County Grant") to fund the development of the specified real property described below for the purposes of increasing the community's supply of affordable housing.

C. The Grantee owns that certain real property located at 796 E. 6th Street, City of San Bernardino, San Bernardino County, State of California, as further described on the attached Exhibit A incorporated herein (the "Property"). The Grantee intends to convert the Property to a 200-bed housing-first, low-barrier, non-congregate navigation center for individuals and families who are experiencing homelessness or who are at risk of homelessness (the "Housing Improvements"). The Housing Improvements and the Property are referred to as the "Project."

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) "County Grant" has the meaning set forth in Recital B, above.

(c) "Beds" means the two hundred (200) beds, which are designated to and restricted for occupancy by Eligible Participants.

(d) "Eligible Participants" means either At Risk of Homelessness Households or Homeless Households, referred by the County's Office of Homeless Services

(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).

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

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

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

(h) "Low-Barrier" means best practices to reduce barriers to entry including, but not limited to: (1) the presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth; (2) allows pets; (3) provides space for the storage of possessions; or (4) provides privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

(i) "Low Barrier Navigation Center" means a facility a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, where the participant is not required to pay toward the cost of housing and which does not require occupants to sign leases or occupancy agreements.

(j) "Revocable Grant Deed of Trust" means that certain Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing, of even date herewith, among Grantee, as Trustor, First American Title Insurance Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure performance of the covenants of the Regulatory Agreement and the Revocable Grant Agreement.

(k) "Term" means the term of this Agreement which commences as of the Completion Date and ends ten (10) years thereafter, which is expected to terminate **October 1, 20**.

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

Section 2.1 Occupancy Requirements.

During the entire Term, two hundred (200) beds in the Project will be occupied by, or, if vacant, available for occupancy by, Eligible Participants consistent with the terms of this Agreement and in accordance with Housing First and Low Barrier principles. This is an approach that offers shelter beds with the goal of finding permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides

the supportive services and connections to the community-based supports people need to avoid returning to homelessness. The Project must align and comply with the core components of Housing First as defined in California Welfare and Institutions Code Section 8255(b).

Section 2.2 No Rent or Fees.

(a) Rent. During the entire Term, the Housing Improvements are designated as a Low Barrier Navigation Center and, as such, Grantee hereby agrees to provide the Housing Improvements to Eligible Participants at no cost to the occupants of the Housing Improvements.

(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 Project will be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements. Grantee shall cause the Project 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 provisions of 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.

(a) The Grantee agrees that all Housing Improvements will be occupied by Eligible Participants through either City referrals or the CES referral process that currently coordinates with the County Continuum of Care. The City may refer individuals to the facility if they are entered into CES within 48 hours. 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"). For the duration of the Term of this Agreement, Grantee will make the Beds in the Navigation Center available to Eligible Participants referred by the City or by the County in compliance with the CES referrals coordinated with the County Continuum of Care without further compensation.

(1) Grantee must work in collaboration with CES and County Continuum of Care to ensure the screening, assessment, and referral of Eligible Participants.

(2) Grantee 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 Grantee to CES for assessment and prioritization within seventy-two (72) hours. Grantee understands that individuals and/or families may not be referred to Grantee and may be referred to another service provider based upon the CES assessment.

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 if such information is required for reporting to an outside agency or the San Bernardino County Board of Supervisors.

Section 2.7 Services Plan.

The Grantee shall execute a contract with a qualified and competent organization with experience in providing on-site social services ("Service Provider"). The Grantee shall not be considered in default if the services described in the section are not provided due to lack of funding. Service Provider shall provide services to all occupants of the Housing Improvements (the "Social Services") if and when funding is obtained by the Grantee. Grantee or the Service Provider shall submit to the County a services plan which shall include written guidelines or procedures for providing the Social Services (the "Services Plan"), and a budget for the provision of Social Services (the "Services Budget") provided for informational purposes. For the entire Term of this Agreement, Service Provider shall provide the Social Services in accordance with the Services Plan and Services Budget as such may be amended at the Grantee's discretion.

ARTICLE 3 OPERATION OF THE DEVELOPMENT

Section 3.1 Use; Compliance with Standard Agreement.

During the Term, the Grantee shall at all times operate the Project as a Low Barrier Navigation Center and shall at all times provide up to two hundred (200) Beds, in compliance with the terms of this Agreement.

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.

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 solely to monitor compliance with this Agreement. Grantee shall cooperate in making the Property available for such inspection.

Section 3.4 Taxes and Assessments.

As required and applicable, 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 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 Management Responsibility.

The Grantee is responsible for all management functions with respect to the Project 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 Project. Grantee shall retain a professional property management company, to perform its management duties hereunder. Upon County's request, Grantee shall submit to the County an initial proposed Management Plan.

Section 3.6 Management Agent.

To the best of its ability, Grantee shall cause the Project to be managed by an experienced management agent (the "Management Agent"), with a demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe, and sanitary housing. As described in Section 2.7 above, Grantee shall retain the services of a Service Provider that shall provide the necessary professional staff to meet the needs of the homeless population following the Housing First model (ex. Case managers, Clinicians, medical staff, peer advocates,

employment specialists, and eligibility specialists). The Grantee shall endeavor to obtain necessary funds to obtain all necessary services. However, Grantee is not in breach or default for not obtaining the above described services due to lack of funding.

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 Project 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 Project is 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 Replacement of Management Agent.

(a) If, as a result of a periodic review the County determines in its reasonable judgment that Project is not being operated and managed in accordance with the material requirements and standards of this Agreement or the Standard Agreement, the County shall deliver notice to the Grantee of such operational issues which notice shall describe the County's findings with specificity. The County staff and Grantee, and any partners of the Grantee, shall meet in good faith to consider methods for improving the financial and operating status of the Project, including, without limitation, replacement of the Management Agent.

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

(b) Any contract for the operation or management of the Project entered into by the Grantee shall provide that the contract can be terminated as set forth in Section 3.9(a)(1) above.

Section 3.9 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. Grantee 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 3.10 Notice of Expiration of Term.

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

Section 3.11 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 Project; provided, however, that on the expiration of the Term, said covenants and restrictions shall immediately and permanently expire. Upon automatic expiration of the said covenants and restrictions included in this Agreement, the County shall record a document, sufficiency approved by the Grantee, documenting, acknowledging, and accepting said expiration.

Section 3.12 Enforcement by the County.

Subject to Section 2.8 of 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 one hundred and eighty (180) 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, and/or for damages.

Section 3.13 Records.

Grantee shall maintain complete, accurate and current records pertaining to the Project, 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 Project are to be at all times: (a) separate and identifiable from any other business of Grantee; (b) maintained 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 Units 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 venue shall be 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 term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability. The Parties to this Agreement, and their counsel, have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including, but not limited to, Civil Code Section 1654) shall not apply to this Agreement.

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 the County of San Bernardino, 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 San Bernardino County.

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 and the Housing Improvements

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 a lien position approved by the County and shall not be subordinated to any lien or encumbrance proposed to be recorded against the Property except as allowed under Section 2.9 of the County Grant Agreement.

Section 4.9 Notice.

(a) Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County:

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

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

Grantee: City of San Bernardino
290 North D Street
San Bernardino, CA 92401
Attn: City Manager

with copy to: Office of City Attorney
290 North D Street, Third Floor
San Bernardino, CA 92401
Attn: Sonia R. Carvalho, City Attorney

(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 Project for the entire Term.

Section 4.13 No Third Party Beneficiaries.

No person other than the Grantee and the County is a party to this Agreement or shall be entitled to any right or benefit hereunder, there shall be no third party beneficiaries to this Agreement.

Section 4.14 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 Project or Property.

Section 4.15 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 Project.

Section 4.16 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.]

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

COUNTY:

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

By: _____
Luther Snoke, Chief Executive Officer

APPROVED AS TO LEGAL FORM:

TOM BUNTON
County Counsel

By: _____
Suzanne Bryant, Deputy County Counsel

GRANTEE:

City of San Bernardino, a California municipal
corporation

By: _____
Rochelle Clayton, Acting City Manager

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

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

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

LOT 4 AND THE EAST 10 ACRES OF LOT 5, BLOCK 43, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY MOBILE HOME LOCATED THEREON.

APN: 0278-191-30-0-000

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. Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development:
 - Chronically homeless
 - Homeless veterans
 - Unaccompanied homeless youth
 - Homeless persons in families with children
3. 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 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. Grantee shall submit a copy of HMIS reports, in a form to be provided by the County, with the quarterly expenditure reports. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the 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, as listed below, are entered into the HMIS system for Eligible Participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date. Failure to meet the above data inputting requirements will constitute a violation of the terms and conditions of this Agreement. Grantee will be notified by County (OHS) staff, and if not rectified, the Agreement may be terminated at the County's sole and absolute discretion.
5. In addition to the timely entry of HMIS data, Grantee is required to enter accurate and complete data. The County will ensure Grantee adheres to Data Quality Standards, as established by HUD, and data entry requirements, as set forth in the HMIS MOU and the OHS Policy Handbook. The Data Quality Standards assess the data quality and completeness of the following Data Elements entered:
 1. Client Demographic Data
 - a) Name
 - b) Social Security Number
 - c) Date of Birth
 - d) Race
 - e) Ethnicity
 - f) Gender
 - g) Veteran Status
 2. Universal Data
 - a) Disabling Condition
 - b) Project Start Date
 - c) Project Exit Date
 - d) Destination
 - e) Relationship to Head of Household
 - f) Client Location
 - g) Housing Move-in Date

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

- 6. According to Data Quality Standards, Grantee 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 Grantee's HMIS Data Quality Report Sample, see Exhibit 5. The report will be generated by Grantee and submitted quarterly with expenditure reports. OHS will review reports and data deficiencies, if any, will be identified and discussed with Grantee to determine methods to remediate and/or improve data quality scores.
- 7. If Grantee continues to not meet data entry and data quality benchmarks, as established by HUD and set forth in the HMIS MOU and the OHS Policy Handbook, County may terminate Agreement as set forth in CORRECTION OF PERFORMANCE DEFICIENCIES Section.
- 8. 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.

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

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
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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

Pursuant to the terms of Section 2.7, 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.