

Purpose

The Homeless Housing, Assistance and Prevention (HHAP) Program is a \$650 million block grant program designed to provide Continuums of Care, counties, and large cities with one-time grant funds to support regional coordination and to expand or develop local capacity to address immediate homelessness challenges throughout California.

Program Overview

- The San Bernardino County Continuum of Care (SBC CoC), through the County of San Bernardino Office of Homeless Services (OHS) designated as the Administrative Entity, will release a Request for Application (RFA) to allocate \$2,762,174.85 of funding under the HHAP Program.
- Spending under the HHAP Program must be informed by a best-practice framework focused on moving homeless individuals and families, or individuals and families at-risk of homelessness, into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.
- HHAP services will be provided throughout San Bernardino County:
 1. **Central Valley Region:** Encompasses the cities of Colton, Fontana, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, San Bernardino, Yucaipa, and the surrounding unincorporated communities.
 2. **Desert Region:** Encompasses the cities of Adelanto, Apple Valley, Barstow, Hesperia, Victorville, and the surrounding unincorporated communities.
 3. **East Valley Region:** Encompasses the cities of Needles, Twenty-nine Palms, Yucca Valley, and the surrounding unincorporated communities.
 4. **Mountain Region:** Encompasses the cities of Big Bear and the unincorporated communities which include Blue Jay, Cedar Glen, Cedarpines Park, Crestline, Forest Falls, Green Valley Lake, Lake Arrowhead, Rimforest, Running Springs, Skyforest, Sugarloaf, and Twin Peaks,.
 5. **West Valley Region:** Encompasses the cities of Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland, and the surrounding unincorporated communities.
- Maximum allocations per Region:
 1. **Central Valley Region** - \$1,118,188.79;
 2. **Desert Region** - \$495,328.59;
 3. **East Valley Region** - \$294,997.03;
 4. **Mountain Region** - \$236,859.49; and
 5. **West Valley Region** - \$371,116.18.
- Maximum allocation for **Homeless Youth** (services county-wide): \$245,684.77.

Instructions

- Carefully read the entire RFA and attached documents.
- Answer all questions as specifically and completely as possible.
- Type your answers, do not print.
- If proposing services for more than one region, submit a separate Application for each region.
- Can only propose service categories listed under each region; can check more than one service category per region.
- A detailed budget is required for each Application.

ATTACHMENT A – COVER PAGE

Use this checklist to ensure that all items requested have been included.

Items Completed		Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Statement of Certification	
3.	Attachment C – Licenses, Permits, and/or Certifications	
4.	Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	
5.	Attachment E – Budget	
6.	Attachment F – Reserved	N/A
7.	Attachment G – Employment of Former County Officials	
8.	Attachment H – Exceptions to RFA	
9.	Attachment I – Public Records Act Exemptions	
10.	Attachment J – Indemnification and Insurance Requirements Affidavit	
11.	Attachment K – HHAP Project Application	

Applicant Name: _____

Address: _____

Mailing Address (if different): _____

Telephone No.: _____ FAX No.: _____

Email Address: _____

Federal Tax ID: _____

RFA Contact (Name/Title): _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

By signing below, the individual acknowledges that he/she has the authority to bind the Applicant to the terms of the Application. The individual further acknowledges that he/she has read and understands the RFA, the contents of the Application and the Attachments, and attests to the accuracy of the information submitted therein.

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT B
STATEMENT OF CERTIFICATION**

The following statements are incorporated in our response to San Bernardino County.

	Statement	Agree (initial)	Disagree with qualification (initial and attach explanation)
1.	The offer made in the Application is firm and binding for nine (9) months from the Deadline for Applications.		
2.	All declarations in the Application and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
3.	Applicant agrees that all aspects of the RFA and the Application submitted shall be binding if the Application is selected and a Contract awarded.		
4.	Applicant agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Applicant's ability to perform the Services as proposed.		
5.	Applicant, if selected will comply with all applicable rules, laws and regulations.		
6.	The RFA has been reviewed in its entirety and Applicant has no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.		

ATTACHMENT D

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA SECRETARY OF
STATE BUSINESS ENTITY REGISTRATION**

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Applicants submitting a response to this RFA:

1. The Applicant certifies, to the best of its knowledge and belief, that neither the Applicant nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).

2. The Applicant certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Application, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).

3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

4. The Applicant shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Applicant learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.

5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Applicant rendered an erroneous certification, in addition to other remedies available to the San Bernardino County government, the County may terminate the Contract resulting from this RFA for default.

6. Applicant affirms that neither it, nor any subcontractor listed in the Application, has any recent unsatisfactory performance with the County during the past twenty-four (24) months at a minimum.

7. Applicant also certifies that if it or any of the subcontractors listed in the Application 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.


ATTACHMENT E – BUDGET

A detailed budget is required for each Application submission. Use this page as the cover sheet for the Budget.

Desert Manna Village - Navigation/Heating Cooling/72 Hour Emergency Shelter/Pet Kennel Grant Budget

Youth Services		\$ 38,000.00	8%
Administrative		\$ 33,250.00	7%
Navigation Center Structure Rehabilitation		\$ 20,000.00	4%
Strategic Planning		\$ 23,750.00	5%
Program (Navigation Center) (3 year)		\$ 360,000.00	76%
* - Mortgage/year	\$ 18,000.00		
* - Utilities/year	\$ 18,000.00		
* - Maintenance/Repairs/year	\$ 9,150.00		
* - Insurance /year	\$ 7,200.00		
* - Labor 2.5 FTE/year	\$ 67,650.00		
Annual Expense	\$	120,000.00	

Grant Request: \$ 475,000.00

Navigation Center

- * - Warming & Cooling Services
- * - 72 Hour Emergency Shelter
- * - Emergency Food Boxes
- * - Outreach Services
- * - Case Management
- * - Housing Placement
- * - Computer Center
- * - Daily Showers
- * - HMIS
- * - Pet Kennel
- * - Laundry Services
- * - Daily Nutritional Meal

ATTACHMENT F – RESERVED

Attachment not required.

ATTACHMENT H – EXCEPTIONS TO RFA

APPLICANT NAME _____

ADDRESS _____

TELEPHONE # _____ FAX # _____

I have reviewed the RFA in its entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFA, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS

APPLICANT NAME _____

ADDRESS _____

TELEPHONE # _____ FAX # _____

Applicant requests that specific portions of the contents of this Application be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Application where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

ATTACHMENT J - INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT

**THE APPLICANT'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE APPLICANT MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE APPLICATION.**

I, the undersigned (Please check one box) underwriter agent/broker, certify that I and the Applicant listed below have jointly reviewed the "Insurance Requirements" in this Request for Application (RFA). If the County of San Bernardino ("County") awards the Applicant the Contract for this project, I will be able—within fourteen (14) calendar days after the Applicant is notified of the Contract's award—to furnish the County with all the required, insurance certificate(s) and endorsement(s) as specified in Section X, Paragraph B. Indemnification and Insurance Requirements.

_____		_____	
Insurance Broker / Agency Name		Date	
_____		_____	
Insurance Broker's / Agent's Name (Printed)		Insurance Broker's / Agent's Name (signature)	
_____		_____	
Address	City	State	Zip Code
_____		_____	
Telephone Number	FAX Number	Email Address	

_____	_____
Applicant's Name	County RFA Name and Number

Below State the Name of Insurance Company Providing Coverage:
DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

_____	_____
Commercial General Liability	Automobile Liability
_____	_____
Workers' Compensation Liability	Professional Liability
_____	_____
Pollution Liability	Cyber Liability

Sexual Abuse Liability	

[NOTE TO APPLICANT: See Section X, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Applicant submits to the County do not fully comply with the Insurance Requirements, and/or if the Applicant fails to submit the forms within the 14-day time limit, the County may: (1) declare the Applicant's Application non-responsive, and (2) award the Contract to the next highest ranked Applicant.
If you have any questions about the Insurance Requirements, please contact Mr. Rafael Viteri, County of San Bernardino - Risk Management Department, at (909) 386-8730 or via e-mail rviteri@rm.sbcounty.gov (Please provide name of RFA with your email question(s)).

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Webster Stroud Inc
Insurance Broker / Agency Name

9-17-2020
Date

Ann Marie Maynard
Insurance Broker's / Agent's Name (Printed)

Ann Marie Maynard
Insurance Broker's / Agent's Name (signature)

316 E. Buena Vista Barstow CA 92311
Address City State Zip Code

760-256-3566 760-256-3974 amaynard@unitedagencies.com
Telephone Number FAX Number Email Address

Desert Manna, Inc.
Applicant's Name

Homeless Housing, Assistance and Prevention, RFA#: OHS 20-02
County RFA Name and Number

Below State the Name of Insurance Company Providing Coverage:
DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

Philadelphia Indemnity Ins Co United Financial Casualty Co.
Commercial General Liability Automobile Liability

State Compensation Insurance Fund Philadelphia Indemnity Ins Co
Workers' Compensation Liability of CA Professional Liability

Pollution Liability

Cyber Liability

Philadelphia Indemnity Ins Co.
Sexual Abuse Liability

[NOTE TO APPLICANT: See Section X, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Applicant submits to the County do not fully comply with the Insurance Requirements, and/or if the Applicant fails to submit the forms within the 14-day time limit, the County may: (1) declare the Applicant's Application non-responsive, and (2) award the Contract to the next highest ranked Applicant.

If you have any questions about the Insurance Requirements, please contact Mr. Rafael Viteri, County of San Bernardino - Risk Management Department, at (800) 386-8730 or via e-mail rviteri@rm.sbcounty.gov (Please provide name of RFA with your email question(s)).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:

1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.**d.** is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

- d. **Funding Source** – Any person or organization with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

ATTACHMENT K
HHAP PROJECT APPLICATION

Purpose

The Homeless Housing, Assistance and Prevention (HHAP) Program is a \$650 million block grant program designed to provide Continuums of Care, counties, and large cities with one-time grant funds to support regional coordination and to expand or develop local capacity to address immediate homelessness challenges throughout California.

Program Overview

- The San Bernardino County Continuum of Care (SBC CoC), through the County of San Bernardino Office of Homeless Services (OHS) designated as the Administrative Entity, will release a Request for Application (RFA) to allocate \$2,762,174.85 of funding under the HHAP Program.
- Spending under the HHAP Program must be informed by a best-practice framework focused on moving homeless individuals and families, or individuals and families at-risk of homelessness, into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.
- HHAP services will be provided throughout San Bernardino County:
 6. **Central Valley Region:** Encompasses the cities of Colton, Fontana, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, San Bernardino, Yucaipa, and the surrounding unincorporated communities.
 7. **Desert Region:** Encompasses the cities of Adelanto, Apple Valley, Barstow, Hesperia, Victorville, and the surrounding unincorporated communities.
 8. **East Valley Region:** Encompasses the cities of Needles, Twenty-nine Palms, Yucca Valley, and the surrounding unincorporated communities.
 9. **Mountain Region:** Encompasses the cities of Big Bear and the unincorporated communities which include Blue Jay, Cedar Glen, Cedarpines Park, Crestline, Forest Falls, Green Valley Lake, Lake Arrowhead, Rimforest, Running Springs, Skyforest, Sugarloaf, and Twin Peaks,.
 10. **West Valley Region:** Encompasses the cities of Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland, and the surrounding unincorporated communities.
- Maximum allocations per Region:
 6. **Central Valley Region** - \$1,118,188.79;
 7. **Desert Region** - \$495,328.59;
 8. **East Valley Region** - \$294,997.03;
 9. **Mountain Region** - \$236,859.49; and
 10. **West Valley Region** - \$371,116.18.
- Maximum allocation for **Homeless Youth** (services county-wide): \$245,684.77.

Instructions

- Carefully read the entire RFA and attached documents.
- Answer all questions as specifically and completely as possible.
- Type your answers, do not print.
- If proposing services for more than one region, submit a separate Application for each region.
- Can only propose service categories listed under each region; can check more than one service category per region.
- A detailed budget is required for each Application.

A. Applicant Information	
1.	Name of Applicant:
2.	Applicant's Legal Name:
3.	Address: City: State: Zip:
4.	Mailing Address (if different than above): City: State: Zip:
5.	Contact Person:
6.	Title:
7.	Contact Phone:
8.	Contact Email:

B. Applicant Statement of Experience and Qualifications	
1.	Business name of the Applicant and type of legal entity such as corporation, partnership, etc. If Applicant is a business entity that must be registered with the California Secretary of State, Applicant shall provide the County the entity number assigned to it by the Secretary of State:
2.	Number of years the Applicant has been in business under the present business name, as well as related prior business names.
3.	Do you have any commitments or potential commitments that may impact your ability to perform the Contract if awarded? If yes, explain. <input type="checkbox"/> Yes <input type="checkbox"/> No

C. Regions/Eligible Use Category (must submit a separate Application for each region)	
1.	Central Valley Region Indicate the proposed project category/categories (select as many as applicable for this project). Complete the "Project Description" section, explaining each category selected below in detail. <input type="checkbox"/> Rental Assistance and Rapid Re-Housing <input type="checkbox"/> Prevention and Shelter Diversion to Permanent Housing <input type="checkbox"/> Delivery of Permanent Housing <input type="checkbox"/> New Navigation Centers and Emergency Shelters Note: The Central Valley Region is strongly encouraging applications that serve the 55+ homeless age category.
2.	Desert Region Indicate the proposed project category/categories (select as many as applicable for this project). Complete the "Project Description" section, explaining each category selected below in detail. <input type="checkbox"/> New Navigation Center – Wellness & Recuperative Care Center (#1 Priority) <input type="checkbox"/> Emergency Shelters – Barstow Area (#2 Priority) <input type="checkbox"/> Rental Assistance (#3 Priority) <input type="checkbox"/> Delivery of Permanent Housing – Family Housing (#4 Priority)

	<input type="checkbox"/> Outreach and Coordination (including employment) – Transportation (#5 Priority)
3.	East Valley Region
	<p>Indicate the proposed project category/categories (select as many as applicable for this project). Complete the “Project Description” section, explaining each category selected below in detail.</p> <input type="checkbox"/> Rental Assistance and Rapid Re-Housing <ul style="list-style-type: none"> <input type="checkbox"/> All populations - \$75,000 <input type="checkbox"/> Senior set aside - \$32,000 <input type="checkbox"/> New Navigation Centers and Emergency Shelters - \$75,000 <input type="checkbox"/> Prevention and Shelter Diversion to Permanent Housing <ul style="list-style-type: none"> <input type="checkbox"/> Transitional Housing Units - \$75,000 <input type="checkbox"/> Outreach and Coordination (including employment) - \$8,000 <input type="checkbox"/> Operating Subsidies and Reserves - \$29,997
4.	Mountain Region
	<p>Indicate the proposed project category/categories (select as many as applicable for this project). Complete the “Project Description” section, explaining each category selected below in detail.</p> <input type="checkbox"/> Rental Assistance and Rapid Re-Housing (High Priority) <input type="checkbox"/> Prevention and Shelter Diversion to Permanent Housing (High Priority) <input type="checkbox"/> Operating Subsidies and Reserves <input type="checkbox"/> Landlord Incentives <input type="checkbox"/> Outreach and Coordination (including employment) <input type="checkbox"/> Systems Support to Create Regional Partnerships <input type="checkbox"/> Delivery of Permanent Housing <input type="checkbox"/> New Navigation Centers and Emergency Shelters <input type="checkbox"/> Innovative Solutions
5.	West Valley Region
	<p>Indicate the proposed project category/categories (select as many as applicable for this project). Complete the “Project Description” section, explaining each category selected below in detail.</p> <input type="checkbox"/> Rental Assistance and Rapid Re-Housing <input type="checkbox"/> Landlord Incentives <input type="checkbox"/> Systems Support to Create Regional Partnerships (up to 10% to facilitate regional planning/coordination) <input type="checkbox"/> Prevention and Shelter Diversion to Permanent Housing <input type="checkbox"/> New Navigation Centers and Emergency Shelters <input type="checkbox"/> Innovative Housing Solutions
6.	Homeless Youth (County-wide)
	<input type="checkbox"/> Services specific to the needs of homeless youth. <p>Complete the “Project Description” section, explaining in detail how the services for the proposed project meets the needs of homeless youth or youth at risk of homelessness.</p>

D. Project Description

	Project Name:
	In this section provide a concise description of the proposed project, its purpose, and its beneficiaries. Provide details for each category(ies) selected above. Consider items addressed under Section V. Scope of Work in your project description.

E. Work Plan and Schedule/Project Readiness

	Provide a summary of the work plan for this project and the project schedule.
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F. Long Term Results

	Specify the long-term results and how they will be produced through implementation of the project.
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G. Project Sustainability

	Explain how will the project be sustained after this one-time funding is exhausted. If project is not sustainable after these one-time funds are exhausted, explain how these one-time funds result in immediate homelessness resolution without the need for long-term funding.
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H. Collaboration

	Provide the names of the service providers and/or municipalities with which there will be collaboration. Include details of the collaboration efforts; such as, what role(s) does each partner have in implementing the proposed project?
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I. California's Housing First Policy

	<input type="checkbox"/> Check box to indicate the proposed project will conform with California's Housing First Policy.
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J. Coordinated Entry System (CES)

	HHAP funded projects are to be integrated within the local CES. Describe the project's prioritization criteria.
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K. Homeless Management Information System (HMIS)

	All project participating with CES will need to apply to participate with the local HMIS.
	<input type="checkbox"/> Currently participate in HMIS? <input type="checkbox"/> Agrees to participate in HMIS?

L. Measurable Outcomes

What will be the indicators that the proposed project is successful at resolving homelessness? How will these be measured? Please include the projected number of unduplicated homeless clients/persons to be served during the program administration. If you are proposing a housing related project, provide the projected retention rate.

M. Administrative Capacity

Describe your agency's/organization's administrative capacity that will allow effective implementation of the proposed project.

D. Project Description

Project Name: Desert Manna Navigation Center

In this section provide a concise description of the proposed project, its purpose, and its beneficiaries. Provide details for each category(ies) selected above. Consider items addressed under Section V. Scope of Work in your project description.

Homeless Youth - Funding & services will be provided through a collaboration with Barstow Community College Homeless Youth Program to alleviate at-risk homeless and homeless youth attending school. Provide support to the San Bernardino County School District Homeless Program to identify homeless and at-risk homeless to provide supportive services or temporary shelter while utilizing Housing First and CES criteria. Collaborate with ecBarstow Entrepreneur Center for GED/education outreach in addition to working with job training with CalWorks.

Desert Manna Navigation Center - Continue development and implementation of the Navigation Center on property already owned by Desert Manna in the Human Services sector in the City of Barstow. As part of the Desert Manna Village project in development, the added Navigation Center will be the cornerstone to provide the following services: Warming/Cooling Center; 72 Hour Emergency Shelter; Emergency Food Boxes; Outreach Services; Case Management; Housing Placement; Daily Showers; Daily Nutritional Meals; HMIS; Pet Kennel; Laundry Services; Ambulatory Recuperative Care; Collaboration with the City of Victorville to refer clients to their innovative homeless service program via their new campus facility; Collaboration with the City of Barstow to provide on-site supportive services for the homeless population in Barstow; Provide an avenue for the Barstow Police Department to support the at risk. Conduit for the BCH for their Ambulatory Recuperative Care patients. We will also be perfectly situated to collaborate with Barstow Community College to support their homeless student/youth population. We will also be collaborating with ecBarstow.com, Barstow Unified School District and San Bernardino County Homeless Youth Program to refer students for their GED if needed, continued education, and legal services.

Homeless Strategic Plan will include the pre-development work required to file site plans, permits, and consultation fees for the Desert Manna Village. Barstow has an affordable housing unit deficit of 800. Desert Manna Village will provide 80+ units to assist meeting the State of California/City of Barstow criteria and long-term solution within a three-year timeline.

F. Long Term Results

Specify the long-term results and how they will be produced through implementation of the project.

The Desert Manna Navigation Center will be a conduit for directing clients in the direction to receive needed services.

The Navigation Center is the foundation of the currently in development Desert Manna Village project on the same property. The Desert Manna Village project will provide short term and permanent supportive housing for families and individuals. Permanent Supportive Housing and

Special Needs housing are a part of the 80-unit Desert Manna Village following the Rapid Rehousing, and Housing First models. Both projects have been presented to the City of Barstow and we have received their support.

H. Collaboration

Provide the names of the service providers and/or municipalities with which there will be collaboration. Include details of the collaboration efforts; such as, what role(s) does each partner have in implementing the proposed project?

City of Barstow (Development); City of Victorville (Homeless Campus), Barstow Community Hospital (Ambulatory Recuperative Care); CalWorks (Job Training/Placement), CalFresh (Food Benefits); San Bernardino Department of Behavioral Health (Chemical Dependency/Mental Health); San Bernardino Department of Aging and Adult Services (DAAS); SSI/SSDI/ Borrego Health Services (Medical Referrals). Inland Empire Housing Authority (Permanent Supportive Housing)/Rapid Rehousing). Desert Manna has a long-term relationship with all of these agencies and organizations. We partner with numerous High Desert Charities for support such as clothing, child-care, thrift stores, day labor, transportation, and pet support.

J. Coordinated Entry System (CES)

HHAP funded projects are to be integrated within local CES. Describe the project's prioritization criteria.

Through the utilization of HMIS system to determine the client's needs along with ensuring the client has adequate permanent affordable housing. Our staff and volunteers will work with clients to prioritize their needs. The Desert Manna Navigation Center will meet the client's needs through the collaboration of various San Bernardino County Social Services providers. Case Manager will assess priorities as to support for at-risk (immediate) and long-term goals of safety and sustainability.

L. Measurable Outcomes

What will be the indicators that the proposed project is successful at resolving homelessness? How will these be measured? Please include the projected number of unduplicated homeless clients/persons to be served during the program administration. If you are proposing a housing related project, provide the projected retention rate.

Through the HMIS intake process, we will be able to track accurate numbers. Desert Manna expects an increase of individuals and families in need of affordable housing as the California Rent Moratorium due to the COVID-19 is set to expire in early 2021. The Desert Manna Navigation Center will be perfectly situated to service those needs. As of the last Point in Time survey, Barstow had 108 homeless, 78 of which were unsheltered. We anticipate a recidivism of 20%, or 80% retention rate. The Navigation Center will serve the City of Barstow and the surrounding rural area with a population base of 60,000. The center will provide a central location for local and state law enforcement to bring stranded motorists from I-15/I-40/HWY 58

that need temporary shelter/services. Particularly helpful in the heat of the summer and cold winter evenings.

- Registration Intake for each client with a checklist of service request /requirements – HMIS
- Track data on all clients utilizing Heating & Cooling services on Daily Intake Registration Forms.
- Refer clients to appropriate agencies specializing in services required, e.g. Department of Behavioral Health, Borrego Health, Transitional Assistance Department (TAD)/County Services, etc.
- Services provided by Navigation Center will be recorded as to the number of showers, laundry services, computer center utilization, daily meals issued, food box support to new housing relocation from Navigation Center.
- Monthly report with all data will be submitted to the Desert Manna Board of Directors by the Executive Director. Official documents will be filed with the Corporate Minutes.
- Emergency Shelter approximately 75-110 annually (10-15 bed capacity)
- Housing referral - TBD
- Anticipated Heating/Cooling center statistics: 55 (days open) x 10 (clients served/day) = 550 Total clients served.

M. Administrative Capacity

Describe your agency's/organization's administrative capacity that will allow effective implementation of the proposed project.

Long-term cohesive Board of Directors with fiduciary and governance experience and an Executive Director with strong administrative skills. Desert Manna has been a successful Social Services agency for 32 years providing government and private grants criteria. Accurate record data will be compiled, assessed for success and improvement by qualified staff reporting to the Executive Director. Board of Directors will provide support and direction.