

**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	1
2.	Attachment B – Statement of Certification	2
3.	Attachment C – Licenses, Permits, and/or Certifications	3, 4
4.	Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	5
5.	Attachment E – Budget	6, 7
6.	Attachment F – Reserved	N/A
7.	Attachment G – Employment of Former County Officials	9
8.	Attachment H – Exceptions to RFA	10
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10.	Attachment J – Indemnification and Insurance Requirements Affidavit	12-25
11.	Attachment K – HHAP-3 Project Application	26

Applicant Name: Desert Manna

Address: 201 North First Ave. Suite B, Barstow, CA 92311

Mailing Address (if different): \_\_\_\_\_

Telephone No.: 760-256-7797 FAX No.: \_\_\_\_\_

Email Address: topchefone@gmail.com

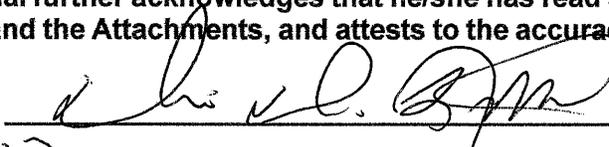
Federal Tax ID: 33-0264040

RFA Contact (Name/Title): Darrin Fikstad, President/CEO

Name of Authorized Representative: Darrin Fikstad

Title of Authorized Representative: President/CEO

**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: 5-17-2023

**ATTACHMENT B  
STATEMENT OF CERTIFICATION**

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

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Disagree with qualification (initial and attach explanation)</b>
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.		



# BUSINESS LICENSE

**Owner:** DESERT MANNA ADMIN OFFICES

**Location:** 201 N 1ST AVE, B  
BARSTOW, CA 92311

**DBA:** DESERT MANNA ADMIN OFFICES

**Mailing:** 201 N 1ST AVE, B  
BARSTOW, CA 92311



**Expiration Date:**  
2/29/2024

**Issued Date:** 3/1/2023      **LICENSE # :** 014697

The Business License Clerk of the City of Barstow has issued this license as prescribed by City Ordinance. The business imprinted on this license is entitled to conduct business in the City of Barstow in conformity with the rules and regulations of the city.

**POST IN A CONSPICUOUS PLACE**

**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 non-procurement 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](http://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 non-procurement 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](http://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 - Motel Voucher Program  
HHAP Round 3 CoC

Youth Services		\$ 30,000.00	10%
Administrative		\$ 21,000.00	7%
Program (2 year)		\$ 249,000.00	83%
* - Pet Fee's	\$ 3,500.00		
* - Laundry	\$ 5,200.00		
* - Transportation	\$ 6,000.00		
* - Motel Vouchers	\$ 90,300.00		
* - Labor 1 FTE/year	\$ 45,000.00		
<b>Annual Expense</b>	<b>\$ 150,000.00</b>		

**Grant Request: \$ 300,000.00**

Motel Voucher Program

- \* - Daily Showers - Self Sufficient Motel Rooms
- \* - Emergency Food Boxes
- \* - Outreach Services
- \* - Case Management
- \* - Housing Placement
- \* - Computer Center/Library
- \* - HMIS
- \* - Pet Stays
- \* - Laundry Services

**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.)

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**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.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ARMAC Insurance Agency, Inc 17177 Yuma Street  Victorville CA 92395		<b>CONTACT NAME:</b> Tami Pickens <b>PHONE (A/C, No, Ext):</b> (760) 241-7900 <b>FAX (A/C, No):</b> (760) 241-1467 <b>E-MAIL ADDRESS:</b> tami.pickens@isu-armac.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Insurance Co.	<b>NAIC #</b>
<b>INSURED</b>		<b>INSURER B:</b> United Financial Casualty Co.	11770
Desert Manna, Inc., DBA: Market Place Route 66 and Cattlemen's on 201 N. 1st Ave Suite B Barstow CA 92311		<b>INSURER C:</b> State Compensation Ins. Fund	35076
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL2351519609

REVISION NUMBER:

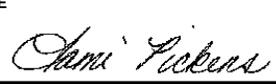
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	PHPK2408927	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			00655983-4	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1891992-23	02/01/2023	02/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
A	Professional Liability Abuse & Molestation			PHPK2543142	05/01/2023	05/01/2024	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Aggregate 3,000,000 Aggregate 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Contract No: OHS-20-02  
 County of San Bernardino and its officers, employees, agents and volunteers are Additional Insurance with respect to liability arising out of the performance of services hereunder.  
 Primar and Non-Contributory wording applies.  
 Waiver of Subrogation applies.

**CERTIFICATE HOLDER****CANCELLATION**

County of San Bernardino Office of Homeless Services 385 N Arrowhead Ave.  San Bernardino CA 92415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**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.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
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.

<b>A. Applicant Information</b>	
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>B. Applicant Statement of Experience and Qualifications</b>	
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?  <input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, explain.

<b>C. Regions/Strategies to Achieve Outcome Goals (must submit a separate Application for each region)</b>	
1.	<b>Regional or Countywide Youth Serving Project</b>
	Indicate the SBC CoC Region in which the proposed project service activities will be provided:  <input type="checkbox"/> Central Valley Region <input type="checkbox"/> Desert Region <input type="checkbox"/> East Valley Region <input type="checkbox"/> Mountain Region <input type="checkbox"/> West Valley Region  <input type="checkbox"/> Services specifically for Homeless Youth

<b>2.</b>	<p><b>Strategies to Achieve Outcome Goals</b></p> <p>Indicate which of the strategies to achieve outcome goals the proposed project service activities are designed to help meet (select as many as applicable for this project).</p> <p>Applicants for the Central Valley, Desert, East Valley, and West Valley Regions may select from the following strategies:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> At least 300 new units of permanent supportive and/or service-enriched housing will be occupied by June 2024.</li> <li><input type="checkbox"/> At least 300 additional households will exit homelessness and achieve permanent housing stability through rapid rehousing activities</li> <li><input type="checkbox"/> At least 200 additional shelter/interim housing beds will be occupied by January 2024.</li> <li><input type="checkbox"/> At least 500 households living housing insecure and/or at-risk of homelessness will be prevented from becoming homeless through systemwide diversion and prevention strategies.</li> <li><input type="checkbox"/> At least 500 households at imminent risk of homelessness will be prevented from becoming homeless through eviction prevention strategies.</li> <li><input type="checkbox"/> At least 100 high utilizers of safety net services and experiencing chronic homelessness will achieve permanent housing stability by January 2024.</li> </ul> <p>Applicants for the Mountain Region may select from the following strategies:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> At least 300 additional households will exit homelessness and achieve permanent housing stability through rapid rehousing activities</li> <li><input type="checkbox"/> At least 200 additional shelter/interim housing beds will be occupied by January 2024.</li> <li><input type="checkbox"/> At least 500 households at imminent risk of homelessness will be prevented from becoming homeless through eviction prevention strategies.</li> </ul> <p>Complete the “Project Description” section, explaining in detail how the services for the proposed project, including number of units, beds and/or households served, will contribute to achieving the strategic outcome goals selected.</p>
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<b>D. Project Description</b>	
	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.

<b>E. Work Plan and Schedule/Project Readiness</b>	
	Provide a summary of the work plan for this project and the project schedule.

<b>F. Long Term Results</b>	
	Specify the long-term results and how they will be produced through implementation of the project.

**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.

**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?

**I. California's Housing First Policy**

Check box to indicate the proposed project will conform with California's Housing First Policy.

**J. Coordinated Entry System (CES)**

HHAP-3 funded projects are to be integrated within the local CES. Describe the project's prioritization criteria.

**K. Homeless Management Information System (HMIS)**

All project participating with CES will need to apply to participate with the local HMIS.

Currently participate in HMIS?       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 and capacity to submit timely documentation and reports.

**D. Project Description**

**Project Name: Desert Manna Motel Voucher Program**

**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.

The Motel Voucher program will be able to accommodate 1-2 adults; 1-2 adults with up to 2 children; and 5+ for large families. HMIS; Pet accepted with fee; Laundry Services; 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. 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. San Bernardino Department of Behavioral Health mental health support, DAAS senior emergency housing.

**E. Work Plan and Schedule/Project Readiness**

**Provide a summary of the work plan for this project and the project schedule.**

Desert Manna would be ready within 30 days to: Hire and train the coordinator for the program. Drafting and implementing the administrative data required for the Motel Voucher program. The emergency facility to place the at risk homeless has already been secured. Due to our long-term relationship with permanent/emergency service agencies we would be able to take immediate action to handling placement from the emergency status to permanent supportive housing in 10-20 days.

**F. Long Term Results**

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

Desert Manna will be a conduit for directing clients in the direction to receive needed services. Outreach collaboration with Help Outreach and New Life Fellowship. Transportation voucher for relocation to family and support.

Desert Manna Motel will provide short-term housing for families and individuals. Permanent Supportive Housing and Special Needs housing referral with the Victorville Wellness Campus. Desert Manna Food Bank to provide shelf stable food for motel stays.

**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.**

The Desert Manna Motel Voucher Program will provide emergency housing and services for the at risk homeless. We will provide a two-year bridge while the City of Barstow's Homeward Bound Committee works on developing their supportive housing program. Desert Manna will continue to seek additional funding streams as it becomes available.

**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 (Wellness Campus); 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/ SAC 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, thrift stores, day labor, transportation, and pet support. New Hope Village transitional housing. Partner with Astro Motel with up to 15 rooms available for the Motel Voucher Program.

**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 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 in California. Desert Manna will be perfectly situated to service those needs. As of the last Point in Time survey, Barstow had 154 homeless, which were unsheltered. We anticipate a recidivism of 20%, or 80% retention rate. The Motel Voucher will serve the City of Barstow and the surrounding rural area (Yermo/Daggett/Newberry Springs/Hinckley) 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. Desert Manna provides a safe, cohesive environment for privacy and dignity to those at risk homeless or unsheltered families, veterans, seniors, disables, and youth. 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
- Refer clients to appropriate agencies specializing in services required, e.g. Department of Behavioral Health, SAC Health, Transitional Assistance Department (TAD)/County Services, etc.
- Services provided will be recorded as to the number of services, laundry services, computer center utilization, daily meals issued, food box support to new housing relocation from motel stays.
- 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.
- Hotel Voucher approximately 75-110 annually (15-30 bed capacity)
- Housing referral – Victor Valley Wellness Center, New Hope Village, Inland Empire SBC TAD

## **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. Accurately recorded data will be compiled and assessed for success and improvement by qualified staff reporting to the Executive Director. The Board of Directors will provide support and direction.
- Previously administered Motel Voucher Program with Catholic Charities.
- Owned and operated a 32-bed emergency shelter for 27 years with full services to homeless and at risk homeless, Food Bank for 25 years.
- Managed \$475,000 Cal Recycle grant (three-year grant).

- Current Executive Director with 40 years managerial experience with Desert Manna for 5 years.