

Attachment A

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
SYMBA CENTER
FOR
WELLNESS CENTER WRAPAROUND SERVICES
PROJECT NO. JM23-065**

THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter "**Agreement**"), dated June 6, 2023 for reference purposes only, is made and entered into by and between the **CITY OF VICTORVILLE**, a California municipal corporation and charter city located in the County of San Bernardino, State of California, hereinafter referred to as the "**City**" or "**Victorville**", and **SYMBA CENTER**, a California non-profit corporation, hereinafter referred to as "**Consultant**". City and Consultant are sometimes hereinafter referred to hereinafter individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

WHEREAS, the City requires a Consultant/Professional Services Provider to provide Wraparound Services as described in the Request for Proposals ("**RFP**") issued for Project No. JM23-065 (the "**Project**"); and

WHEREAS, Consultant provided a response to the RFP for the Project and following an evaluation process was selected by the City to provide said Wraparound Services; and

WHEREAS, Consultant represents and warrants that it is fully qualified, certified, and appropriately licensed to provide the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, Consultant represents that it has no known relationships with third parties, City Council members, or employees of the City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (*Government Code § 81000 et seq.*); 2 CFR Part 200, or any other applicable law; (2) prevent Consultant from performing the terms of this Agreement; or (3) present a significant opportunity for the disclosure of confidential information; and

WHEREAS, in light of the facts set forth above, the City desires to retain the services of a qualified Professional/Consultant to provide, on an independent contractor basis, Wraparound Services initially at Victorville's Interim Shelter and then transitioning to provide said services at Victorville's Wellness Center Campus as further set forth herein.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. **RECITALS**

The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated and made a substantive part of this Agreement by this reference. Capitalized terms in the Recitals not defined therein shall have meanings set out in Section 3 of this Agreement.

Section 2. **SCOPE OF SERVICES; TERMS AND CONDITIONS**

a. The Scope of Services to be performed by Consultant involve providing Wraparound Services to Recuperative Care Clients and other residents/clients of the Wellness Center and providing Primary Medical Care Services to Wellness Center clients and those at risk of homelessness in the community ("**Services**"). The Services to be performed are more specifically described in Section II of the RFP for the Project, attached hereto as Exhibit "A-1" (with references to RFP attachments removed), and in Consultant's response to said RFP attached hereto as Exhibit "A-2", as such response has been modified and superseded by the Operating Budget and Staffing List as negotiated by the Parties and attached hereto as Exhibit "B", as well as any other modifying provisions set forth in the main body of this Agreement. The Services shall include all items and procedures necessary to properly complete the work Consultant has been engaged to perform, whether specifically included in the attached Exhibits or not.

b. Consultant's obligations hereunder shall further include all provisions and terms and conditions set forth in the RFP for the Project (including any City-issued Addenda pertaining thereto). Said RFP is incorporated and made part of this Agreement by this reference. To the extent there are any conflicts between the provisions set forth in the RFP and those contained in this Agreement, including any Exhibits, the provisions in this Agreement shall prevail. The foregoing notwithstanding, if a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, the RFP, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control.

c. A map of the Wellness Center Campus is attached hereto as Exhibit "C".

d. Attached Exhibit "A-1"; Exhibit "A-2", Exhibit "B", and Exhibit "C" are incorporated and made part of this Agreement by this reference.

e. Consultant has further agreed to initially provide the Services to the residents/clients of the City's Interim Shelter and then transition to providing the Services at the Wellness Center as of the date provided in the written notice described in Section 5 hereof.

Section 3. **DEFINITIONS**

In addition to those terms defined elsewhere in this Agreement, the following capitalized terms when used herein shall have meanings set forth below:

"**CalAIM**" means California Advancing and Innovating in Medi-Cal.

"**In-Patient Services**" means Wraparound Services and Recuperative Care (excluding Primary Medical Care Services rendered by Consultant at the Medical Clinic to ambulatory

Wellness Center residents/clients and persons at risk of homelessness from the community) provided by Consultant to persons who are/were residing at the Interim Shelter or Wellness Center at the time such services were rendered..

“Including” or **“Includes”** means “include or including (as applicable) without limitation” and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided.

“Interim Shelter” means the currently operating the City-owned, 92-bed interim homeless shelter in the Westwinds Sports Center, located at 18241 George Blvd., Victorville, CA 92394,

“Medical Clinic” means that certain building consisting of approximately 1,600 square feet (Building No. 1100) so identified on Exhibit “C”, to be used by Consultant to provide In-Patient, Out-Patient, and any other applicable Primary Medical Care Services at the Wellness Center Campus.

“Out-Patient Services” means Primary Medical Care Services rendered by Consultant at the Medical Clinic to ambulatory Wellness Center residents/clients and those persons at risk of homelessness from the community.

“Primary Medical Care Services” means the provision of diagnoses, preventative care, acute care, treatment of common viruses and diseases, and referrals to other providers for specialized treatment. Primary Medical Care Services do not include Wraparound Services or Recuperative Care.

“Recuperative Care” means post-acute medical care for homeless persons who are too ill or frail to recover from a physical illness or injury on the streets but who are not ill enough to be hospitalized.

“Recuperative Care Bed” or **“RCB”** means beds at the Wellness Center or the Interim Shelter dedicated to providing Recuperative Care.

“Recuperative Care Client” or **“RCC”** means an occupant of a RCB.

“Start-up Period” means the first six (6) months of the term of this Agreement.

“Subcontractor” means an individual, company, firm, corporation, partnership, or other organization, not in the employment of or owned by Consultant who is performing Services on behalf of Consultant under this Agreement or under a separate contract with or on behalf of Consultant. The term **“Subcontractor”** includes Consultant’s subconsultants, community service partners, independent contractors, and similar persons or entities.

“Wellness Center Campus” means the City-owned 170-Bed, low barrier navigation center located at located at 16902 First Street Victorville, CA 92395, and the surrounding grounds. Also referred to hereinafter as the **“Wellness Center”** or the **“Campus”**.

“Wraparound Services” means and includes housing navigation, assistance with income stabilization, medical and behavioral health services, recuperative care, substance abuse counseling, case management, job training/placement, assistance with documentation readiness, and other related services that are provided to residents/clients of the Interim Shelter or Wellness Center and to those at risk of homelessness from the community.

Section 4.

COMPENSATION

a. In-Patient Services. During the Start-up Period, City shall pay to Consultant a total sum not to exceed **ONE MILLION THREE HUNDRED TWELVE THOUSAND FIVE HUNDRED SIXTY FIVE AND 00/100 Dollars (\$1,312,565)**, which sum represents the cost of faithful performance of the In-Patient Services to be rendered under this Agreement for said Start-up Period, based on the Operating Budget and Staffing List attached hereto as Exhibit "B".

(1) To receive payments, with the exception of an advancement of funds requested by the Consultant to cover the month of operations ahead, Consultant shall be required to submit to the City detailed monthly invoices which include, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any. No expense reimbursements, including reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit "B"; (ii) appear on Consultant's monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as the City shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any reimbursements shall be made in accordance with any City policy governing same. Provided that services have been satisfactorily rendered and that invoices submitted include the required detail, the City shall make payment approximately forty-five (45) working days following receipt of Consultant's invoice. The City shall not provide any advancement of funds to the Consultant beyond the first month of this Agreement unless the Consultant has provided all proper invoicing to document the expenditure of the prior advancement of funds.

(2) Commencing as of the first day of the month immediately following the end of the Start-up Period, Consultant shall self-sustain all In-Patient Services to be provided beyond the Start-up Period, and for the duration of the term of this Agreement, including any extensions.

(3) Consultant shall maintain direct contracts with and obtain reimbursement for eligible services through applicable insurance providers including, Medi-Cal (CalAIM programs), Inland Empire Health Plan, and Molina, for In-Patient Services rendered. The Consultant is further responsible for and agrees to re-pay the City for all costs paid to Consultant by the City during the Start-up Period through the reimbursements it receives for In-Patient Services rendered.

(4) The City anticipates the Wellness Center Campus will begin to admit residents/clients who will require Consultant's Services prior to December 31, 2023. Consultant is responsible to pay the City a \$75.00 per day fee for each Recuperative Care Bed (RCB) in service at the Interim Shelter and Wellness Center, starting on the Commencement Date (as hereinafter defined) of this Agreement and continuing for one hundred eighty (180) days or until operations commence at the Wellness Center, whichever occurs first. However, actual payment to the City of this \$75.00 per day per day fee shall be deferred through January 31, 2024. Following the initial 180 day period or when operations commence at the Wellness Center, Consultant shall start paying the City a \$91.00 per day fee for each RCB in service. The RCB fee amount may be reevaluated annually on the anniversary of the Commencement Date of this Agreement and increased based on the equitable share of committed funding resources for the

Project, as agreed upon by the City and Consultant. In addition to the audit and inspection rights in Section 25 hereof, Consultant shall provide the City with copies of its financial books and records for review on a quarterly basis.

(5) Consultant shall repay to the City all Start-up Period costs, including all RCB fees deferred as set forth above, not later than eleven (11) months after the Commencement Date of this Agreement.

b. Out-Patient Services. Commencing on the first day of the month following the date the Wellness Center Medical Clinic becomes operational as a State licensed clinic, which date the City will confirm by providing written notice to Consultant, Consultant shall be responsible to pay a monthly license fee of **Ten Thousand Dollars (\$10,000.00)** to the City for use of the Medical Clinic to provide Out-Patient Services. However, actual payment of the initial monthly license fee may be deferred upon request by the Consultant for up to a six (6) month period following the operational start date of the Wellness Center Medical Clinic, after which time any deferred amount shall be paid to the City together with the then-current monthly license fee due. The monthly license fee covers not only the use of the Medical Clinic building, but also includes furnishings; certain medical equipment; utilities (e.g., water, electricity, gas, telephone, and internet); IT equipment support; IT Client Management System; security; janitorial staff; property insurance; general building maintenance; and grounds landscaping, which the City provides.

c. Daily Lists. As of the Commencement Date, Consultant shall maintain a daily list of clients that are receiving Recuperative Care services at the Interim Shelter or Wellness Center. The daily lists shall be provided by the Consultant to the City each month with Consultant's invoices during the Start-up Period and shall continue to be provided thereafter on a monthly basis when Consultant is providing payment to City.

d. Repayments and Fees. Consultant's repayment of the Start-up Period costs and payment of the RCB and license fees to the City shall be tracked and reported as Program Income as required by the City's grant funding sources and used solely to support and maintain the Wellness Center and the Services provided thereon.

e. Community Commitment. To the extent that Consultant receives funds associated with its operation or provision of Services at the Interim Shelter or the Wellness Center (whether through CalAIM reimbursements, fundraising, donations or otherwise) that are in excess of its operating costs, Consultant agrees to use such excess funds to reduce and address the needs of persons experiencing homelessness in the City and its bordering communities, including providing permanent housing, additional supportive and navigation services, or other similar measures. The City shall determine the existence of such excess funds as part of its quarterly review of Consultant's financials.

Section 5. PROVISION OF SERVICES AT INTERIM SHELTER: TRANSITION TO WELLNESS CENTER; OPERATING PLANS

City shall provide to Consultant sixty (60) days' advance written notice of the date by which occupancy and operation of the Wellness Center is expected to occur, which date shall also be the date on which the transfer of residents/clients from the Interim Shelter to the Wellness Center shall begin. Thirty (30) days prior to the date provided in said notice, Consultant shall develop and submit to the City for approval the Wellness Center Operating Plan ("**Plan**") described in Exhibit "A-1". Such Plan shall be updated and maintained following City approval during the Term

of this Agreement.

Not less than Thirty (30) days prior to starting to provide Services at the Interim Shelter, including RCC services, Consultant shall update and submit to the City for approval an Interim Shelter Operating Plan.

Section 6. TERM OF AGREEMENT

The term of this Agreement shall commence on August 1, 2023 (the “**Commencement Date**”) and shall continue for twenty-three months (through June 30, 2025), unless terminated earlier pursuant to Section 21 of this Agreement or extended as set forth herein. Upon the mutual agreement of the Parties, the term of this Agreement may be extended for three (3) successive (but individual) one-year terms, unless: (1) the Parties amend this Agreement as provided for in Section 29; (2) the City gives Consultant written notice of its intent not to extend the Agreement and such notice is provided no later than one hundred eighty (180) days before the end of the then-current term; (3) or the Agreement is terminated earlier pursuant to Section 21. If the City gives Consultant a 180-day notice not to extend, the provisions relating to the Transition Period set out in Section 21.b of this Agreement shall apply.

Section 7. RECUPERATIVE CARE CLIENTS AND RCBs

At the Wellness Center, Consultant shall be able to provide Services to 53 Recuperative Care Clients (*i.e.*, maintain 53 RCBs) at all times during the term of this Agreement. The City may authorize Consultant to increase the number of RCCs above 53 clients at any given time, but may also decrease the number of Recuperative Care Clients (RCCs) by limiting new RCCs so long as Consultant is still allowed to maintain a minimum of 53 RCCs at any given time. Consultant has been made aware that City’s Homekey Grant requires that at least thirty percent (30%) of the assisted units at the Wellness Center be restricted to occupancy by the Chronically Homeless, as defined in 24 CFR 578.3. and Consultant shall work with the City to maintain compliance. Additionally, when eligible and to the extent feasible, homeless persons “residing” in the City of Victorville shall receive first consideration for available RCBs.

The above-mentioned RCB provisions within this Section shall also apply to the Interim Shelter with the understanding that Consultant would be allowed to maintain a minimum of twenty-five (25) RCBs at any given time.

Section 8. INDEPENDENT CONTRACTOR STATUS OF CONSULTANT

a. City retains Consultant on an independent contractor basis and not as an employee. The Parties hereto warrant and represent that Consultant is an independent contractor and not an employee, agent, joint venture, or partner of the City. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. Any additional employees/personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such employees/personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional employees/personnel, including: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

b. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Consultant or between the City and any additional employees/personnel performing the Services under this Agreement on behalf of Consultant. The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other compensation or benefits to any person employed by Consultant to perform the services described in this Agreement. Both Parties acknowledge that neither Consultant, nor any of its employees/personnel are considered City employees for state or federal tax purposes or for any other purpose. Consultant shall retain the right to perform services for others during the term of this Agreement, provided that such work does not create a conflict of interest. Nothing in this Agreement shall be interpreted to imply that the Parties must maintain any contractual relationship with each other on a continuing basis after termination of this Agreement. Nothing contained in this Agreement shall prevent the City from hiring Consultant's employees/personnel after termination of this Agreement.

c. Any provision of this Agreement that may appear to give the City a right to direct Consultant concerning the details of performing its obligations and/or duties under this Agreement, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of the City concerning the end results of the performance.

Section 9. NOT AGENT OF THE CITY

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Consultant or by any third person to create the relationship of principal and agent.

b. Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind the City to any obligation whatsoever.

c. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, personnel, Subcontractors, or agents are employees of the City.

Section 10. PRINCIPAL REPRESENTATIVES

a. **Shawn R. Smith PharmD, Executive Director**, or his/her designee is designated as the principal representative of Consultant for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. **Jenele Davidson, Deputy City Manager**, or his/her designee (hereinafter "**Project Manager**") shall be the principal representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement. The Project Manager is also authorized to perform the services administration and monitoring functions specified in Section 16 of this Agreement, and such other functions and duties as are specified elsewhere in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

Section 11.**STANDARD OF PERFORMANCE; WARRANTY; COMPLIANCE WITH LAWS**

a. Consultant shall perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is satisfactory to the Project Manager. Any of Consultant's employees/personnel, Subcontractors, or volunteers (if any), who fail or refuse to perform the services in a manner acceptable to City, or who are determined by City, in its sole discretion, to be uncooperative, incompetent, a threat to the adequate or timely provision of Services, or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of the Project Manager or the City Manager.

b. By executing this Agreement, Consultant warrants that it:

- (1) Has thoroughly investigated and considered the services and work to be performed;
- (2) Has investigated the issues regarding the scope of services to be provided;
- (3) Has carefully considered how the services and related work should be performed; and
- (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

c. Consultant shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including without limitation, all Cal/OSHA requirements; the conflict of interest provisions of Government Code Section 1090, the Political Reform Act (*Government Code § 81000 et seq.*) and 2 CFR Part 200; and any other rule, regulation, or bylaw governing the conduct or performance of Consultant or its employees, officers, or board members.

Section 12.**FAMILIARITY WITH SERVICES**

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from Project Manager.

Section 13.**CONFLICTS OF INTEREST**

a. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee, or agent of Consultant having such interest shall be employed by it. Consultant further agrees to file, or shall cause its employees/personnel and/or Subcontractors to file, a Statement of Economic Interest (From 700) with the City Clerk if required by City's Conflict of Interest Code or State law in the performance of the services. Consultant maintains and warrants that it has not employed nor retained any

company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of the covenants and warranties in this Section, the City shall have the right to rescind or terminate this Agreement without liability.

b. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 14. STATE AND FEDERAL GRANT REQUIREMENTS

a. Homekey Program Requirements. Consultant has been advised and acknowledges that services being provided under this Agreement will be funded in whole or part by the City's Homekey Program Round 2 Grant, a copy of which is on file in the City Clerk's office and incorporated as part of this Agreement by this reference. In the performance of the Services, Consultant and its employees/personnel shall comply with all requirements of the Homekey Program and the City's Grant and shall require its Subcontractors to likewise comply. Such requirements include, but are not limited to, the following, including any implementing federal regulations:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 22; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); and 2 CFR Part 200.

(2) In the performance of this Agreement, Consultant and any Subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Consultant and any Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the California Department of Housing and Community Development (the awarding state agency) to implement such article. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department

or Agency shall require to ascertain compliance with this clause. Consultant and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.).

b. ARPA/CSLFRF Requirements. As the Homekey Program includes funding derived in whole or in part from federal assistance received by the State of California under the American Rescue Plan Act (“**ARPA**”) Pub. L. No. 117-2 (March 11, 2021), specifically, Sections 602 and 603 of the Social Security Act (the “**Act**”) as added by Section 9901 of the ARPA, which established the Coronavirus State and Local Fiscal Recovery Funds (the “**CSLFRF**”), Consultant and its employees/personnel shall comply with all applicable provisions of the ARPA/CSLFRF, including without limitation the Guidelines issued by the U.S. Treasury Department, and shall require its Subcontractors to likewise comply. Consultant shall further comply with the following requirements:

(1) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(2) Consultant acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Consultant understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Consultant shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Consultant’s programs, services, and activities.

(3) Consultant agrees to consider the need for language services for LEP persons when Consultant develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

(4) Consultant acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant’s successors, transferees, and assignees for the period in which such assistance is provided.

(5) Consultant and its Subcontractors, successors, transferees, and assignees shall comply with the assurances listed in Subsections (1)-(4) above and further shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal

financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

c. Permanent Local Housing Allocation (PLHA) Requirements. Consultant and its employees/personnel shall comply with all applicable provisions of the City's PLHA Grant, a copy of which is on file in the City Clerk's office and incorporated as part of this Agreement by this reference, and shall require its Subcontractors to likewise comply.

d. Other/Future Grant Fund Compliance Requirements. Consultant agrees to comply with all requirements applicable to the City's grant funding sources identified in the Project RFP (including federal record-keeping, reporting, and other requirements set forth in 24 CFR Part 570, 24 CFR Part 578, and 2 CFR Part 200), as well as any additional requirements that may apply should the services being provided under this Agreement be funded by additional federal or state grants or sources of funding not specified herein. The City shall provide all necessary City grant documentation to Consultant to facilitate compliance.

Section 15. INSURANCE

a. Required Policies. Consultant shall be required to procure and maintain at its own expense at all times during the term of this Agreement (and during any option or extension periods) the following policies of insurance:

(1) **Commercial General Liability Insurance** ("CGL") of not less than Five Million Dollars (\$5,000,000) per occurrence, and Ten Million Dollars (\$10,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the acts or omissions of the Consultant or its officers, employees/personnel, servants, volunteers, agents, and Subcontractors.

(2) **Commercial Vehicle Liability Insurance** covering personal injury and property damage, of not less than Two Million Dollars (\$2,000,000) combined single limit, covering any vehicle utilized by Consultant or its officers, employees/personnel, servants, volunteers, agents, and Subcontractors in performing the services required by this Agreement.

(3) **Professional Liability or Errors and Omissions Insurance** as appropriate to Consultant's profession written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors, and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of Two Million Dollars (\$2,000,000) per claim and in the aggregate must be provided.

(4) **Sexual Abuse or Molestation (SAM) Liability**, if the services/work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, a policy covering Sexual Abuse and Molestation with a limit no less than One Million Dollars (\$1,000,000) per

occurrence or claim is required.

(5) **Cyber Liability Insurance**, with limits not less than Two Million Dollars \$2,000,000 per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(6) **Crime Insurance**, which includes the Employee Theft and Theft, Disappearance and Destruction coverage parts, in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence.

(7) **Workers' Compensation Insurance**, providing coverage as required by the California State Workers' Compensation Law. If any class of employees/personnel employed by the Consultant pursuant to an agreement is not protected by the California State Workers' Compensation Law, Consultant shall provide adequate insurance for the protection of such employees/personnel to the satisfaction of the City.

b. Additional Insurance Requirements. With respect to the policies of insurance set forth above, compliance with the following is also required:

(1) **Additional Insureds**. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation and Professional Liability, shall be endorsed, with coverage at least as broad as ISO form CG 20 10, to name the City and its officers, employees, servants, volunteers, agents, and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.

(2) **Waiver of Subrogation**. Consultant shall require the carriers of all required insurance policies, with exception of the Professional Liability policy, to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, independent contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

(3) **Sufficiency of Insurers**. Consultant must secure all required policies of insurance from a good and responsible company or companies authorized to do insurance business in the State of California, with an AM Best's rating of not less than A:VII.

(4) **Proof of Insurance Coverage**. Consultant shall furnish to the City Clerk certificates of insurance evidencing the required coverages and policy endorsements at least ten (10) business days prior to the commencement of any services to be performed under this Agreement, and two weeks prior to each policy expiration date thereafter, evidencing that the policy has been renewed or replaced with adequate coverages.

(5) **Cancellation or Amendment**. The policies shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any

reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

(6) **Primary and Non-Contributory.** The CGL and Vehicle Liability policies shall be endorsed as Primary and Non-contributory.

c. Subcontractors. All Subcontractors shall provide insurance as required by the City. As part of the Subcontractor approval process in Section 18, Consultant shall ensure that no Subcontractor shall perform any part of the Services until Consultant has provided evidence satisfactory to the City that the Subcontractor has secured insurance.

d. Right to Modify Insurance Requirements. The City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 16. ADMINISTRATION AND MONITORING OF CONSULTANT SERVICES

a. The Project Manager, under the direction of the City Manager, is authorized to administer this Agreement on behalf of City, to monitor and evaluate all Services provided by Consultant, and to access all Services and activities provided and all facilities operated by Consultant under this Agreement as approved under Federal and State law. Facilities include all files, records, and other documents related to the performance of this Agreement, the Services provided pursuant to this Agreement, or the availability or receipt of other (non-City) funding for Services provided at the Wellness Center or the Interim Shelter. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. Consultant shall permit on-site inspection of the Services by the City and shall ensure that Consultant's employees and board members furnish such information, as in the judgment of City may be relevant to the question of compliance with contractual conditions, or the effectiveness, legality, and/or achievement of the Services. The Project Manager shall also review and approve, or withhold payment of, invoices submitted by Consultant pursuant to Section 4 of this Agreement.

b. Consultant shall ensure that its employees and personnel: (i) are authorized to work in the jurisdiction in which they are assigned to perform the Services; (ii) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the City; and (iii) are not otherwise disqualified from performing the Services under applicable law. If requested by the City and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its employees and personnel providing Services. If requested by the City, Consultant shall provide the results of the background check of each individual to the City. Such background check shall be in the form generally used Consultant in its initial hiring of employees or contracting for personnel or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. In the City's sole discretion, Consultant's employees or personnel who do not meet the criteria set out in this Section 16.b, including having passed a background check when required by applicable law, shall not be assigned to work on City property or provide the Services, and City shall have the right, at its sole option, to refuse access to such Consultant employees or personnel to any City facility. If requested by the City and not in violation of applicable law, Consultant shall also conduct background checks in accordance with this subsection on any volunteers it may utilize to provide the Services.

Section 17.

SHARED ACCESS TO PREMISES AND LICENSE TO USE MEDICAL CLINIC

a. For the purposes of providing the Services required under this Agreement, City hereby grants to Consultant, its duly authorized employees/personnel, and on a case-by-case as needed basis those Subcontractors approved by the City in accordance with Section 18 of this Agreement, a shared access license to use the Interim Shelter and the Wellness Center Campus, inclusive of the Medical Clinic, (hereinafter collectively the “**Premises**”), subject to compliance with the City’s standard administrative and security requirements and policies, and any shared use policies, schedules, or agreements that have been developed by the City governing occupancy and use of the Premises, as such may be modified from time-to-time. **Consultant expressly acknowledges and agrees that such shared access license to use is nonexclusive and confers no leasehold, tenancy, or other property rights or interest in any building, grounds, or facility on the Premises, including the Medical Clinic, to Consultant, its employees/personnel, or Subcontractors.** All Consultant’s employees/personnel, Subcontractors, and volunteers (if any) must clearly display on their persons a valid City approved identification card while on the Premises and/or performing Services thereon. While on the Premises or at any other City facility, Consultant, its employees/personnel, Subcontractors, and volunteers (if any) must:

(1) comply with City’s requests, rules, policies, and regulations regarding personal and professional conduct (including without limitation, the wearing of an identification badge and adhering to regulations, and general safety practices or procedures); and

(2) otherwise conduct themselves in a professional and businesslike manner.

b. Consultant further acknowledges and agrees that Consultant will share access, use, and occupancy of certain buildings, facilities, and common areas of the Premises with City staff, City’s community service partners, the City’s designated interim and permanent Shelter Operator, and the Shelter Operator’s City-approved Subcontractors (if any), who will operate and provide shelter services and related components to residents at the Premises in accordance with the provisions of a Shelter Operator Agreement with the City.

c. The City shall be responsible for maintenance and upkeep of the Premises’ major building systems such as structural, foundation, sewer, roof, HVAC, plumbing, electrical, fire and life safety systems, as applicable. The City will also provide janitorial services and upkeep/landscaping of the grounds. Consultant shall promptly report any items in need of servicing or repair to the City and shall not in any way physically alter or improve any building, facility, or portion of the grounds of the Premises without the City’s prior written approval. Consultant shall be responsible for the cost to repair any damage it causes to the Premises or any City-provided furnishings or fixtures therein or thereon. The City shall invoice Consultant for any such repairs (including appropriate back-up) and payment shall be remitted to the City within thirty (30) days of receipt by Consultant of the City’s invoice.

d. The shared access license to use granted to Consultant by this Section 17 shall terminate with respect to the Interim Shelter on the date all shelter operations, services, and clients/residents have been fully transitioned from the Interim Shelter to the Wellness Center. The shared access license to use the Wellness Center shall run coterminous with the term of this Agreement and shall be revocable by the City upon any termination thereof.

Section 18.**COOPERATION AND FURTHER ACTS; SUBCONTRACTORS**

a. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents or agreements as may be necessary, appropriate, or convenient to attain the purposes of this Agreement. Consultant further acknowledges that the provision of Services hereunder and its use of the Wellness Center pursuant to the provisions of Section 17, will require cooperation between and among Consultant, the City, the City's Shelter Operator, any City-approved Subcontractors, and the City's community service partners delivering additional services to Wellness Center clients/residents. To that end, Consultant agrees to take any additional acts or sign any additional documents or agreements as may be necessary, appropriate, or convenient to ensure cooperation and efficient delivery of Services.

b. Consultant shall obtain City's written consent, which City may withhold in its sole discretion, before entering into contracts with or otherwise engaging any Subcontractors who may supply any part of the Services to City. Written consent of the City shall further be obtained by Consultant prior to allowing any of its Subcontractors to access the Premises or provide Services thereon. Consultant shall also obtain from the City such advance written consent for Premises access or providing Services with respect to any volunteers it may use. At the City's request, Consultant shall provide information regarding the Subcontractor's qualifications and a listing of a Subcontractor's key personnel including, if requested by the City, resumes of proposed Subcontractor personnel. Consultant shall remain directly responsible to City for its Subcontractors and shall indemnify City for the actions or omissions of its Subcontractors under the terms and conditions specified in Section 23 of this Agreement. All approved Subcontractors shall be subject to the provisions of this Agreement applicable to Consultant's employees and personnel and for each such Subcontractor, Consultant shall:

(1) Be responsible for Subcontractor compliance with this Agreement and the subcontract terms and conditions; and

(2) Ensure that the Subcontractor follows City's reporting formats and procedures as specified by the City; and

(3) Include in the Subcontractor's subcontract substantially similar terms as are provided for in Sections 6 and 8 through 49 of this Agreement.

c. Upon expiration or termination of this Agreement for any reason, the City will have the right to enter into direct agreements with any of the Consultant's Subcontractors. Consultant agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with City.

Section 19.**LICENSES AND PERMITS**

Consultant represents and warrants that it has obtained and will maintain at all times during the term of this Agreement (and during any option or extension periods) all business licenses, including a City of Victorville business license, professional licenses or certifications, or permits necessary for performing the services described in this Agreement.

Section 20.**DISPUTE RESOLUTION**

a. The Parties shall deal in good faith and attempt to resolve potential disputes arising under this Agreement informally. If the dispute concerning a question of fact arising under the

terms of this Agreement is not disposed of in a reasonable period of time by Consultant's principal representative and the City's Project Manager, such matter shall be brought to the attention of the City Manager by way of the following process:

(1) Consultant shall submit to the City Manager a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless the City, on its own initiative, has already rendered such a final decision.

(2) Consultant's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, the Consultant shall include with the demand a written statement signed by its principal representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the cost adjustment for which the Consultant believes the City is liable.

b. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, Consultant agrees to diligently proceed with the performance of this Agreement, including the delivery of goods and/or provision of services. The Consultant's failure to diligently proceed shall be considered a material breach of this Agreement.

c. Any final decision of the City shall be expressly identified as such, shall be in writing, and shall be signed by the City Manager. If the City fails to render a decision within 90 days after receipt of the Consultant's demand, it shall be deemed a final decision adverse to the Consultant's contentions. Nothing in this Section shall be construed as affecting the City's right to terminate the Agreement for cause or for convenience as provided for in Section 21.

Section 21. TERMINATION

a. Termination by City. This Agreement may be terminated without cause (for convenience) by the City at any time by providing Consultant with at least thirty (30) days advance written notice of such termination.

b. Termination by Consultant. Consultant may terminate this Agreement without cause (for convenience) at any time **but must provide the City at least one hundred eighty (180) days advance written notice prior to any such termination becoming effective.** During such 180 days, in addition to continuing to provide the Services required by this Agreement (ongoing Services), Consultant shall provide transitional assistance as further described in the following subsections (the "**Transition Period**").

(1) Transitional Assistance. During the Transition Period, Consultant agrees to provide transitional assistance to the City with respect to the Wellness Center Wraparound Services. Such assistance will include aid with respect to the transition of Consultant's existing responsibilities to its successor, advising City staff on industry matters and advising the City with respect to strategic alternatives. During the Transition Period, Consultant agrees to make itself reasonably available to provide transitional assistance reasonably requested by City, and not to enter into any other contract or obligation that would interfere in any way with Consultant's duties and responsibilities hereunder.

(2) Ongoing Services During Transition Period. Consultant agrees that there

shall be no degradation in the ongoing provision of all other Services required by this Agreement during the Transition Period, and that Consultant shall continue to meet all existing performance and reporting requirements.

c. Termination for Default. This Agreement may be terminated with cause (for default) by either Party at any time, provided that the Party initiating termination provides the other Party at least five (5) days advance written notice of such termination and further provided that any applicable cure periods as set forth in Section 43 hereof have expired.

d. Compensation. In the event of any termination of this Agreement:

(1) City shall only be liable for payment to Consultant under the compensation provisions of this Agreement for satisfactory services rendered or supplies actually furnished by Consultant up to and including the date of termination.

(2) Consultant shall be liable for and shall continue to make monthly payment to the City of all RCB and Medical Clinic license fees up to and including the date of termination.

Section 22. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 23. INDEMNIFICATION

a. To the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the “**City Indemnitees**”), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys’ fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively “**Claims**”) which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

b. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

c. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

Section 24. REPORTS

Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit “A-1” and the provisions of the RFP, Consultant shall prepare and submit reports to the City concerning Consultant's

performance of the services required by this Agreement.

Section 25. BOOKS AND RECORDS

a. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable Project Manager to evaluate the cost and the performance of such services.

b. Consultant shall maintain complete and accurate accounting records, in accordance with Generally Accepted Accounting Principles (GAAP) in the industry. Consultant shall also comply with 2 CFR, Part 200 regarding accounting principles and procedures therein, utilizing internal controls, and maintaining necessary source documentation for all costs incurred.

c. City's Project Manager, the State Department of Housing and Community Development, the State Department of General Services, the Bureau of State Audits, duly authorized federal entities as set forth in 2 CFR section 200.337, the Treasury Office of Inspector General and the Government Accountability Office, or their designated representatives, shall have full and free access to such books and records during normal business hours, including the right to inspect, copy, audit, and make records and transcripts from such records, and to allow interviews of any employees who might reasonably have information related to such records.

d. Records and supporting documents pertaining to the use of funds paid to Consultant hereunder shall be retained by Consultant and made available to Project Manager and such entities as specified in Section 14 of this Agreement for purposes of performing an audit for a period of five (5) years from the date of the last payment made under this Agreement or the date of termination thereof, whichever date occurs later.

Section 26. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 COMPLIANCE

a. The Parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191, title II, §§ 261, 264(a)–(b), 110 Stat. 1936, 2021, 2033 (1996)) and its implementing regulations (collectively “HIPAA”). Consultant understands and agrees that, as a provider of treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

b. The Parties acknowledge their separate and independent obligations with respect to HIPAA and that such obligations relate to transactions and code sets, privacy, and security. Consultant understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that City has not undertaken any responsibility for compliance on Consultant's behalf. Consultant has not relied, and will not in any way rely, on City for legal advice or other representations with respect to Consultant's obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

c. Consultant and City understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the

requirements of HIPAA related to transactions and code sets, privacy, and security.

d. Each Party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other Party (including the other Party's officers, employees, and agents) for damages to the other Party that are directly attributable to such failure.

Section 27. **CONFIDENTIALITY; OWNERSHIP OF WORK**

a. Any and all documents and information obtained from the City or prepared by Consultant for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents, and information shall be returned to the City upon termination of this Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of Project Manager or as required by applicable law.

c. Consultant shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of Project Manager, or as required by applicable law.

d. All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the City and shall be surrendered to the City upon the completion of Consultant's services or when requested by the Project Manager. Such materials may be used, reused, or otherwise disposed of by the City without the permission of Consultant.

e. Consultant's covenants under this Section 27 shall survive the termination of this Agreement.

Section 28. **INFORMATION SHARING; CONFIDENTIALITY**

The Parties to this Agreement agree that the sharing of identified information and records as described in the Scope of Services and for this Agreement is needed in, and directly connected to, the administration of the Wellness Center. Furthermore, the Parties to this Agreement agree that the use of information and records described in this Agreement is needed, and directly connected to, the operations of Consultant and the City. Consultant and the City, as well as their respective officers, officials, employees, agents, servants, volunteers, and Subcontractors, shall maintain the confidentiality of all Wellness Center Client records obtained from Consultant and the City under this Agreement in accordance with California Welfare and Institutions Code Sections 5328, 10850 et seq., and 17006; HIPPA; the Americans with Disabilities Act (42 U.S.C. 12101 et seq.); the Confidentiality of Medical Information Act (California Civil Code Sections 56 through 56.16); and all other applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality of information related to the provision of medical or mental health services.

Section 29. **MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES**

a. This Agreement may be modified or amended only by a written instrument signed by both Parties.

b. During the term of this Agreement, including any extensions (if applicable), the City may request that the Consultant perform Extra Services. As used herein, "**Extra Services**" means any services, which are determined by the City to be necessary for the proper delivery of the Wellness Center Wraparound Services but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

Section 30. ENTIRE AGREEMENT

a. This Agreement supersedes any and all prior or contemporaneous Agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and Agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or Agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.

c. No Agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

Section 31. AMBIGUITIES; INTERPRETATION

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by Section 2 and this Section 31, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Section 32. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the City:	Jenele Davidson, Deputy City Manager City of Victorville 14343 Civic Drive Victorville, CA 92392
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To Consultant:	SYMBA CENTER Attn: Shawn R. Smith PharmD, Executive Director 20601 HWY 18, Suite 188 Apple Valley, CA 92307
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b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 33. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Consultant or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 34. **REVIEW BY ATTORNEYS**

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

Section 35. **WAIVER**

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

Section 36. **ASSIGNMENT**

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 37. **CARE OF WORK**

The performance of services by Consultant or the payment of money by the City shall not relieve Consultant from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such incomplete, inaccurate or defective work is due to the negligence of Consultant.

Section 38. **CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 39. **SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the

successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 40. **GENDER**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 41. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 42. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 43. **DEFAULT**

In the event either Party fails to perform its obligations under this Agreement, the non-defaulting Party shall provide the defaulting Party written notice of such default. The defaulting Party shall have ten (10) calendar days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) calendar days, the defaulting Party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) calendar days, so long as the defaulting Party commences to cure such default within ten (10) calendar days of service of such notice and diligently prosecutes the cure to completion; provided further that if the nature of the default creates an immediate danger to the health, safety, and general welfare, the defaulting Party shall take such immediate action as may be necessary or as prescribed in the written notice of default. Notwithstanding the foregoing, the non-defaulting Party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting Party fail to cure the default within the time periods provided in this Section, the non-defaulting Party shall have the right, in addition to any other rights or remedies the non-defaulting Party may have at law or in equity, to terminate this Agreement as set forth Section 21.b. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the default is not cured.

Section 44. **CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 45. **VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 46. **ATTORNEYS' FEES**

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 47. **EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Consultant, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

Section 48. **REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT**

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 49. **COUNTERPARTS**

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

SYMBA CENTER

By: _____
Debra Jones
Mayor

By: _____
Shawn R. Smith PharmD
Executive Director

Dated: _____

Dated: _____

ATTEST

By: _____
Jennifer Thompson, City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
Andre de Bortnowsky, City Attorney

Dated: _____

THE CITY OF VICTORVILLE

By: _____
Sandra Bostick, Risk Manager

Dated: _____

P:\APPS\WPDATA\VVCA\0001-45 AGREEMENTS REVIEW & TEMPLATES\WELLNESS CENTER OPERATOR\850.26-DRAFT WCWS PSA 05.24.23 - CLEAN (SW) TLT REVS 05.26.23 V4 05.31.23 SW EDITS 053123V4 INSUR.DOCX

EXHIBIT “A-1”

SCOPE OF SERVICES

[TO BE INSERTED]

EXHIBIT "A-1"

Victorville Wellness Center Wraparound Services Provider Scope of Services – Project JM23-065

A. Scope of Services General Description

The City is seeking a **Wellness Center Wraparound Services (WCWS Provider)** to provide a comprehensive program of support services and work in conjunction with **the City**, the **Shelter Operator (SO)**, and the City's **Outreach Team (OT)**, to ensure continuity of care for up to 170 clients residing at the Wellness Center, as well as community members seeking services at the Wellness Center. The program shall not be faith-based, but shall provide safe shelter, basic needs, and navigation services to move clients out of homelessness and into permanent housing opportunities, and to help community members at risk of becoming homeless. The program would provide practices of integrative health care. The program should be trauma-informed and evidence-based. The WCWS Provider would be required to: (1) certify that its staff and/or trainees providing the services designated are adequately trained and prepared (and licensed, where applicable) according to the prevailing professional standards to provide such services; and (2) certify that it shall provide reasonable and adequate supervision of its staff and/or trainees providing the services.

The City also envisions that Wellness Center clients will be provided ample opportunities and support to be successful in permanent housing. It is important to the City that a significant number of clients exit to permanent housing successfully.

The WCWS Provider required services shall include, but not be limited to, those listed in the following table:

B. Wellness Center Wraparound Services (WCWS) Table

Table 1. Wraparound Services for Wellness Center		
	Service Type	Description
1	Medical Health Services	<p>On-site medical clinic that will provide care to clients and the community; medical screenings and minor medical treatments not requiring hospitalization; coordinate treatment options with local off-site medical providers as needed; documenting contacts with individuals; maintaining confidential medical records; reporting serious medical conditions to case managers and SO as appropriate.</p> <p>A WCWS Provider is needed to provide medical clinic services at the Wellness Center. The WCWS Provider will conduct routine medical examinations, treatment, chronic disease management activities, laboratory diagnostics, follow-up dispensing of medications to treat ailments, and referrals to specialty care. Clients identified as a result of testing or exams to need a higher level of medical care will be linked to specialty services. Health education materials, including information on chronic diseases, exercise, HIV, and STD prevention and treatment will also be provided. The health care services are targeted towards all occupants of the Wellness Center and the at-risk community at large who experience barriers to accessing health care or may lack any health care provider.</p>

EXHIBIT "A-1"

Victorville Wellness Center Wraparound Services Provider
Scope of Services – Project JM23-065

2	Behavioral Health Services	<p>Provide, partner, or subcontract for on-site mental health services for screenings, including alcohol and substance abuse; licensed rehabilitation counselors for counseling and to coordinate offsite treatment as needed; document all contacts with individuals; maintain confidential health records and report potential dangers to Case Managers and Shelter Operator as appropriate.</p> <p>Examples of additional services that should be provided include:</p> <ul style="list-style-type: none">• Mental health services for adults, youth, and/or families• One-on-one counseling sessions• Family counseling for program participants• Peer groups• Psychiatric care• Therapy• Medication Management
3	Transportation Assistance	<p>Staff/volunteers may transport a resident to necessary appointments as they relate to Wellness.</p>
4	Veterans Services	<p>Refer/connect clients to services such as housing, food, medical services, job training and insurance, specifically veterans of the U.S. Armed Forces.</p>
5	Job Readiness & Placement Programs	<p>On/off-site preparation to include soft skills, technical skills; provide workshops for job searching and interviewing best practices and refer to employers and equip individuals to reenter the workforce.</p>
6	Financial Literacy	<p>Class instruction on personal budgeting, setting up bill pay, money management, planning goals, career preparation, spending and credit.</p>
7	Recuperative Care	<p>Provide recuperative care and transitional housing services to homeless adults discharged from hospitals. Recuperative care will be provided at the Wellness Center only. The WCWS Provider must be able to provide short term care and case management to individuals recovering from an acute medical/mental health illness or injury that does not necessitate hospitalization, but whose illness would be exacerbated by their living condition (i.e., unsuitable, or uninhabitable). The WCWS Provider will assist with housing stabilization, provide appropriate accommodations upon admission, promote proper hygiene with direct access to showers and laundry facilities, secure storage for personal belongings and medications (refrigerated storage for medications must be available), and provide meals. The WCWS Provider will also create a process to capture individuals on the street using a backdoor approach to providing care to individuals in need of recuperative care solutions.</p> <p>Provider must provide and maintain any and all licenses and permits required by the City, County, State, and Federal government, as well as comply with any other legal and regulatory requirements imposed by applicable law. The WCWS Provider must provide and maintain all applicable insurance policies and requirements as set forth in the Agreement.</p>

EXHIBIT "A-1"

Victorville Wellness Center Wraparound Services Provider
Scope of Services – Project JM23-065

		<p>Scope of Care: The scope of care and services provided in any initial recuperative care programs should include:</p> <ul style="list-style-type: none">• Clinical care for injuries/wounds, infectious and communicable diseases, chronic conditions, musculoskeletal conditions, and post-surgical/childbirth support.• Support from and referral to behavioral health and drug/alcohol services, as mental health and substance use issues are frequently co-occurring conditions for those experiencing homelessness.• Case management and care coordination to help clients overcome barriers to completing prescribed care and to connect to primary care providers for long-term support.• A trauma-informed, low barrier approach to services. Meeting clients "where they are" and addressing how to eliminate or mitigate barriers to participation is needed in order to meet the objectives of improving the health and housing outcomes of the individuals served in medical respite care, with concurrent reductions in the utilization of both emergency and in-patient hospital care.
8	Case Management	<p>Providers are required to have case management available to participants on site. All participants must be offered case management and must be engaged on an ongoing basis to encourage participation. Provider should recognize that it may take multiple contacts before a participant is ready to engage. Provider must ensure case management services are participant-centered to individual needs. Programs must provide space for the provision of case management that works to create as much privacy and confidentiality as possible. Some case management tasks may include conducting intake/assessment of individuals upon entry and coordinate ongoing licensed drug/alcohol counseling, medical/behavioral health appointments, job training and employment activities and Veteran's services. File incident reports and follow up services through placement.</p>
9	Housing Navigation	<p>Provide initial housing assessment and subsequent housing navigation services. Work closely with Housing Authority of the County (HACSB) and local homeless housing providers to identify and place suitable clients into permanent supportive housing as quickly as possible. Housing navigators may also be required to seek/solicit additional housing resources.</p>
10	Substance Use Disorder Counseling	<p>Subcontract or design a program of treatment and rehabilitation tailored to a client's needs related to drug or alcohol dependency. Provides individual counseling, group sessions and track client's progress.</p>
11	Legal	<p>Subcontract, partner, or provide legal assistance to address barriers to housing and stabilization.</p>
12	Intake Coordinator	<p>The Provider will work collaboratively with the City, SO, and OT to utilize the Coordinated Entry System (CES) to process referrals and include an intake procedure for individuals who enter outside the normal coordinated entry system (i.e. "in-person" referral).</p>

EXHIBIT "A-1"

Victorville Wellness Center Wraparound Services Provider Scope of Services – Project JM23-065

C. Service Expectations

The WCWS Provider shall develop and maintain a **Wellness Center Operating Plan** that defines and incorporates best practices in service delivery to all populations and in support of shelter operations. Said Operating Plan, which is subject to review and approval by the City, will include the following approaches:

1. **Housing-Focused.** The program will use a Housing First, low barrier approach focused on ending homelessness for everyone as quickly as possible.
2. **Client-Focused.** The WCWS Provider and sub-contractors will drive solutions and programs that focus on meeting Client needs. The WCWS Provider will use assessment tools to ensure Clients have appropriate levels of care.
3. **Trauma-Informed.** The program will provide a strengths-based framework grounded in an understanding of and responsiveness to the impact of trauma. Such program emphasizes physical, psychological, and emotional safety for everyone, and creates opportunities for survivors to rebuild a sense of control and empowerment.
4. **Evidence-based.** Program to use the best available evidence for decision-making and providing efficient and effective care.
5. **Training-focused.** Provider(s) must establish a policy and procedure for onboarding new staff, including documentation of all trainings, and ensure regular updates to the annualized training completed by staff. Providers must complete mandatory staff trainings regarding safety, compliance and quality services provisions to best address the complex needs of the homeless populations served.
6. **Stakeholder-Informed.** Decisions about design, implementation, and review of results will be carried out with collaboration and input from a broad range of community stakeholders that form the Homelessness Solutions Task Force.
7. **Respectful, Safe, Clean & Welcoming.** Services shall be delivered in a respectful, safe, clean, and welcoming manner that incorporates broadly accepted best practices and facilitates client success.
8. **Non-Discriminatory.** Provider must have a non-discrimination policy in compliance with all federal and state laws. Non-discrimination policy must ensure that Provider's programs and services do not discriminate based on the grounds of race, creed, color, sex, gender, gender identity, gender expression, sexual orientation, religion, ancestry, age, disability (including physical and mental disabilities), medical condition, genetic information, marital status, familial status, political affiliation, national origin, source of income, citizenship, primary language, immigration status, arbitrary characteristics as protected by the Unruh Civil Rights Act, and all other classes of individuals protected from discrimination under federal or state fair housing laws (e.g., Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)), individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes.
9. **Language Accessible.** Providers must have a Language Access Plan and accompanying guidance to ensure that participants with limited English proficiency can receive services in their desired language. Provider must provide training for all shelter staff on how to support limited English proficiency services.
10. **Data-Driven.** Data will be used to best serve each Client, assess the outcomes of programs, evaluate impact, inform changes, and guide investment to achieve maximum impact. The Operating Plan will include clear participation and integration with Homeless Management Information System (HMIS), Coordinated Entry System (CES) and the City's Homelessness Solutions Coordinator.

EXHIBIT "A-1"

Victorville Wellness Center Wraparound Services Provider Scope of Services – Project JM23-065

11. **Accountable & Measurable.** The Provider will be held accountable for results, using data to track goals and performance measures for each component and to ensure each Client is being well-served.
12. **Client Feedback.** Providers must establish a participant feedback policy and develop a feedback process that provides for ongoing opportunities for participants to voice opinions and provide feedback confidentially to the person in charge of the program. Methods for receiving participant feedback can include exit interviews, surveys, focus groups and program meetings.
13. **Innovative.** The WCWS Provider will continuously evaluate opportunities to adapt practices to innovate new strategies to increase positive outcomes.
14. **Reimbursement.** The selected WCWS Provider will be required to work with Medi-Cal, Medicare, Molina Health Plan, Inland Empire Health Plan (IEHP), and/or other entities to obtain reimbursements for all qualifying services rendered at the Wellness Center by the WCWS Provider. These reimbursements will be utilized to offset the operational cost to the City.

D. Service and Outcome Objectives

The performance outcomes for the Wellness Center will be measured by criteria depicted, but not limited to, the objectives below. Additionally, the Respondent and all partner organizations will be responsible for complying with standards for Homeless Assistance, Homeless Management Information System (HMIS), CES, and all objectives/outcomes described in any grants being used to fund the Wellness Center Wraparound Services. All Wellness Center activities will be documented in monthly, quarterly and year-end reports in a format determined by the City. Respondent staff will work closely with the City on programming and providing all the necessary documentation for invoicing and accounting.

1. **Service Objectives.** Service objectives for each program shall describe expectations around the quantity and quality of services provided; including but not limited to:
 - Number of unduplicated individuals to be served in the reporting period.
 - Number of services provided by service type.
 - Timeliness or frequency of service provision.
 - Quality of services
2. **Outcome Objectives.** Outcome objectives for each program shall measure the change in the Clients, community, or system because of the programs; including but not limited to:
 - Reduction in the length of time an individual remains homeless.
 - Reduction in the rate of returns to homelessness.
 - Improvements to an individual well-being and self-sufficiency.
 - Exit to permanent housing (subsidized or unsubsidized) during the year; and/or
 - Client satisfaction with services, treatment, meals, and adherence to shelter standards of care.

E. Professional Practices

All professional services provided by the WCWS Provider under agreement with the City shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. WCWS Provider must warrant that it is familiar with all laws that may affect its performance of services and shall advise City of any changes in any laws that may affect its performance under its agreement with the City.

EXHIBIT "A-1"

Victorville Wellness Center Wraparound Services Provider Scope of Services – Project JM23-065

WCWS Provider shall present to City the experience and/or qualifications of personnel prior to hiring.

F. Service Delivery Monitoring

The City Manager or his or her designee shall have the right to access all facilities and activities operated by WCWS Provider. "Facilities" includes all files, records, and other documents related to the performance of this Agreement, such as items covered under the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA). "Activities" includes attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of operations and ongoing program functions. Provider shall permit on-site inspection of the premises by City upon request of City. Upon request of City, the WCWS Provider and its employees and board members shall furnish such information as, in the judgment of City, may be relevant to the question of compliance with contractual conditions or the effectiveness, legality, and/or success of Provider's services.

G. Reporting

WCWS Provider shall provide reports to City regarding program monitoring and outcomes, in a format to be determined by City. It is the goal of the City to have the WCWS Provider, the SO, the OT, and their subcontractors, if any, using the same or compatible software.

H. Community Service Partners

WCWS Provider shall engage community service partners, including but not limited to, mental health partners and domestic violence partners, on their own behalf or at the request of City. All community service partners shall be approved by the City Manager or his or her designee prior to performing services for sheltered clients and those at risk of homelessness.

I. Performance to Satisfaction of City

WCWS Provider agrees to perform all services to the complete satisfaction of the City. Periodic evaluations of the services will be conducted by the City Manager or his or her designee. At any time, the City has the discretion to assess and ensure the quality of services. The City in its sole discretion has the right to:

- (a) Meet with Provider to review the quality of the services and resolve matters of concern; and/or
- (b) Require Provider to replace or provide alternative on-site project management staff or subcontractors should significant performance issues arise; and/or
- (c) Terminate Provider's contract/agreement.

J. Reports

The Wellness Center Wraparound Services (WCWS) shall submit reports monthly to the City and, if requested by City, directly to the County. Data and due dates for the monthly reports will be items mutually agreed upon with the City, County, and data collected through HMIS.

K. Health Insurance Provider Agreements

WCWS Provider must be willing to enter into participating health insurance provider agreements (such as the Sample agreement provided in the RFP) and participate in the CalAIM program.

L. Additional Services

The WCWS Provider may also be required to provide certain components of the proposed Wraparound Services to occupants of the Interim Shelter in the event the planned opening of the Wellness Center facility is delayed, and/or to facilitate a smooth transition to the new Wellness Center.

EXHIBIT “A-2”

CONSULTANT’S RESPONSE TO RFP

[TO BE INSERTED]



SYMBA CENTER

WELLNESS CENTER WRAPAROUND SERVICES (WCWS)

PROVIDER APPLICATION

Project JM23-065

Prepared by: Shawn R. Smith, PharmD

2. Professional Team and Qualifications

Symba Center is 501 (c)(3) non-profit (84-3729902) community clinic providing free health and wellness services for homeless, low-income, and uninsured community members in the High Desert. Our mission is to implement and inspire innovative solutions designed to meet the health and wellness needs of our community. Our objective is to minimize plight and suffering related to health conditions for homeless, low-income, and uninsured community members.

Our team includes physicians, nurse practitioners, registered nurses, pharmacists, therapists case managers and housing navigators. For the past 8 months, we have been partnering with the Interim Shelter provider, High Desert Homeless Services, to enhance health services to the clients at Westwinds Sports Center. Through the various changes in leadership at the shelters, Symba Center has remained the constant health provider in this space for the past three years.

It is imperative to maintain continuity of care as clients are familiar with our care team. A detailed description of our organizational capabilities and experience can be found in section 4a of this RRP. Our organizational chart on the next page outlines the reporting schemata for employees in our organization. Similar information with job descriptions will be found in question 6. Here are the salaries for each position:

Executive Director: 1.0 FTE - \$180,000

Administrative Assistant: 1.0 FTE: \$60,000

Family Medicine Physician – Medical Director: 1.0 FTE - \$250,000

Recuperative Care Manager: 1.0 FTE – \$120,000

Clinic Manager: 1.0 FTE – \$120,000

Nurse Practitioner – Recuperative Care 1.0 FTE: \$150,000

Nurse Practitioner: Medical Clinic 2.0 FTE: \$150,000 ea.

Registered Nurse Case Managers: 2.0 FTE - \$85,000 ea.

Medical Assistant :3.0 FTE – \$50,000 ea.

Occupational Therapist :1.0 FTE - \$70,000

Pharmacist 0.5 FTE – \$75,000

Licensed Vocational Nurse 3.0 FTE – \$55,000 ea.

LMFT: 2.0 FTE – \$90,000 ea.

Case Managers/MSW – Primary Care/Street Medicine 1.0 FTE & Recuperative Care/Shelter: 5.0 FTE – \$70,000 ea.

Housing Navigator: 1.0 FTE - \$70,000

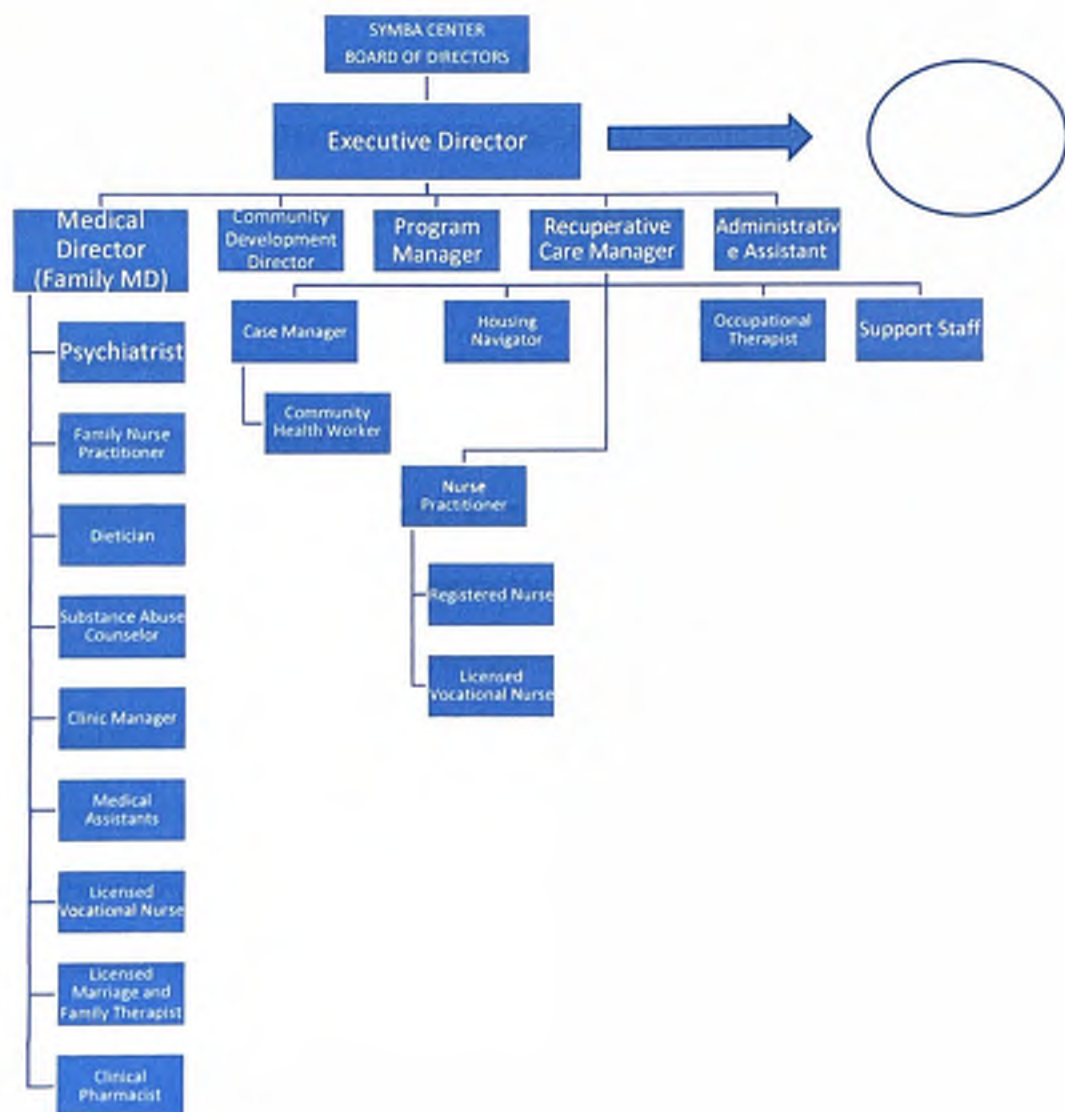
Substance Abuse Counselor: 1.0 FTE – \$70,000

Shelter Support Staff: 5 FTE – \$42,500 ea.

Community Health Worker – 5 FTE – 47,500 ea.

Dietitian Consultant – Contracted Position Per Diem - \$40,000

Psychiatrist Consultant – Contracted Position - \$200,000



4. Organizational Capability and Experience

- a. Per the services listed in 'Table 1. Wraparound Services for Wellness Center', Symba Center provides medical services, behavioral health services, transportation assistance, veterans services, case management, and housing navigation. We provide medical appointments, physical examinations, laboratory testing, and medication prescriptions for these vulnerable populations through an interdisciplinary care model of physicians, pharmacists, nurse practitioners, therapists, case managers and housing navigators. We also partner with local medical universities and community colleges to involve student health care professionals. In addition to medical services, we provide COVID-19 preventative services through testing and isolation/quarantine protocols to the Interim Shelter. Since the beginning of the COVID-19 we have provided COVID-19 compliance services according to CDC guidelines and were recognized by the City of Victorville in the 2020 State of the City address for our efforts. Our staff provides testing services to local homeless shelter clients and staff. We also provide medical oversight during outbreaks to reduce spread of the virus. Lastly, we provide ongoing education as the pandemic changes to reduce risk of transmission. We also took lead during the Monkeypox outbreaks and developed protocols for staff to follow and provided vaccination for at-risk clients.

Additionally, our organization has partnered with Victor Valley College on 'The Village'

Program for two years. This program was developed to reduce the dropout rates by students experiencing homelessness and support rapid rehousing efforts, wraparound services, and rental subsidies for homeless and housing insecure students. Students undergo a screening process for housing and other supportive services. We provide medical

and mental health, case management, housing navigation, academic advisement, and financial management for all clients in this program. Due to our successful program implementation, this coming year the college is requesting that we begin managing the student housing locations. Additionally, we recently finalized a contract with IEHP to provide recuperative care which makes Symba Center the first and only contacted recuperative care provider in the High Desert. While our organization does not have significant experience in this area, we have hired clinicians with extensive experience that includes Dr. Darlene Tyler who shared her experiences at a recent City of Victorville Homeless Solutions Task Force meeting. Our leaders have been transparent with IEHP about our current limitations and our opportunities for growth. The health plan has embraced our organizations reputation and passion for patient care in this population and is providing all the support necessary to ensure successful program development. The IEHP contract also includes Housing Transition/Navigation Services that will provide additional funding to grow our case manager and housing navigator team for all shelter clients. These funds will be available to offer services for all IEHP members at the shelter. Overall, this contact with IEHP will provide Symba Center with resources and infrastructure to deliver all major services required by the Wellness Center Wraparound Services Provider.

- b. An incidence report form will be completed for any occurrence that constitutes a problem of actual or potential liability, loss or injury, or any problems that could lead to a potential loss or litigation. These include injury or potential injury to client or visitor, loss of property by client or visitor, error or omission in ordered treatment/procedure for patient, error or omission in application of policy, error or omission in application of written procedure or

protocol, any event, effect, outcome, or special circumstance as defined in our Risk Management Guidelines. If an employee is uncertain about the need to complete a variance report, the employee shall consult their supervisor. All employees and clinicians should fill out a variance report if anyone becomes aware of, or witnesses, an unusual event within the center. The notification form is designed to facilitate collection of information for review and evaluation. It is part of the organizations overall Quality Assessment program that encourages all personnel to become involved in quality issues. Through the notification form report system, the Quality Management Committee is alerted to any potential problems and is provided an opportunity to review documentation and case management problems. General and professional liability insurance covers various incidents that may take place in this setting.

- c. Symba Center has received City of Victorville HUD Community Development Block Grant funding for past three years. We have been compliant with all reporting documentation and funds were used to provide similar services as outlined in this proposal. The City of Victorville has supported our organization with funds to provide these vital services to the homeless in our community. Additionally, we receive funding from the federal government and the California Department of Public Health to provide COVID-19 test to treat programs in the High Desert to ensure adequate access to COVID-19 therapeutics in the uninsured and homeless populations. The federal and state funding sources require extensive reporting procedures which we were able maintain compliance without any additional auditing.

d. Symba Center provides health and wellness services to diverse individuals including Black, Latino, LGBTQ, and low-socioeconomic status groups. We specifically provide thousands of High Desert Latino residents with access to healthcare. Our organization is the only free and charitable clinic in the High Desert where medical services are provided at no cost to uninsured, low-income residents. Most of our patients in this demographic are undocumented Latino community-dwelling adults. We also specifically serve the homeless as outlined in this proposal. We partner with five local homeless shelter agencies throughout the High Desert to enhance access to health and wellness services in our community.

e. Our organization has limited experience providing shelter. However, we embrace shelter policies that focus on providing low-barrier shelter to folks in immediate need. Our approach to medical and mental health care focus' on harm reduction where incorporating a spectrum of strategies including safer techniques, managed use, and abstinence to promote the dignity and wellbeing of people who use drugs. Trauma-informed care is at the center of our health and wellness philosophy where our clinicians recognize, understand, and empathize with the impact of the trauma our patients may experience. We encourage our clinicians and staff to facilitate a trusting relationship with the clients that allows them to feel safe to share their struggles. Lastly, we've led MDT meetings at the Interim Shelter for past two months with our medical and mental health team and the shelters case management team to ensure adequate progress for all clients. We've also held MDT meetings with VVC for The Village program on a weekly basis for two years.

- f. At Symba Center we commit to value the diversity of all those we serve including diversity in race, ethnicity, gender identity, age, gender expression, sexual orientation, and religious beliefs. We also commit to fostering cultural practices and behaviors that respect all voices and diverse perspectives and experiences, regardless of role and relationship, so that everyone feels secure and accepted. This requires our organization to have openness, humility, and courage. We commit to creating, implementing, and continually improving our organizational policies and practices to support and encourage diverse leadership and staff at all levels, value individual lived experience, and promote opportunities for each of us to thrive and achieve. Currently, we hire employees from diverse backgrounds. The staff, board, and volunteers at Symba Center accurately reflect the demographics of the service population.


5. General Program and Operating Plan High Level Outline Draft

- a. Referral and Admission Criteria to Wellness Center
 - i. General Shelter Admission Criteria
 - ii. Recuperative Care Admission Criteria (see 'I' for Recuperative Care details)
- b. Participant Intake
 - i. Outside Record Review
- c. Assessment of Participant Needs
- d. Conditions & Guidelines for Participants
 - i. Policies addressing the management of behavior, drugs and alcohol
- e. Individualized Housing Plan
- f. Referrals and Coordination of Care
- g. Client complaint and abuse reports
- h. Health and Safety – Preventative Maintenance Procedures
 - i. Safety Infection control
 - 1. Communicable Disease Reporting
 - 2. Linen and Laundry
 - 3. Sanitation and Cleaning
 - 4. Hazardous and Infectious Waste Disposal
- i. Medications Administrative Policies and Procedures
- j. Medical Supply Management and Inspection
- k. Medical Clinic/Street Medicine Policies and Procedures
 - i. Clinic Access for Medical Evaluation

- ii. Workflows for each clinical professional (i.e., physicians, nurse practitioners, etc.)
 - iii. Medical or psychiatric emergency protocols
 - 1. Emergency equipment
 - iv. Blood and Body Fluid Exposures/Needlesticks
- l. Recuperative Care Policies and procedures
 - i. Admission criteria and referrals
 - ii. Waiting lists
 - iii. Consent to Treatment
 - iv. Treatment/Service Plan (TSP)
 - v. Disposition Rounds
 - vi. In-House Laboratory Tests
 - vii. Individualized Housing Plan
 - viii. Referrals and Coordination of Care
 - 1. Transporting Patients to Appointments
 - ix. Refusal of Care Policy
 - x. Medication Borrowing Policy
 - xi. Intershift Reports & Handoffs
 - xii. Billing Readmission criteria
 - xiii. DNR/DNI Policy
 - xiv. Serious Incident Policy
 - 1. Registered Nurse Case Manager will act as the Incident Commander
 - xv. Administrative discharge with guidelines for readmission
 - xvi. Discharge criteria
 - xvii. Case Closure
 - xviii. Continuous Quality Improvement
 - xix. Inservice Trainings
- m. Supervision Fire/Evacuation plans
- n. Non-discrimination policy
- o. Policy Review
- p. Guidelines for Contacting the Best Team
- q. Smoking Policy
- r. Clients Belongings
- s. Search of Patient's Room and/or Belongings
- t. Shelter Operator Responsibilities
 - i. Shelter Services (i.e., security, maintenance, laundry, food, transportation, intake coordination, coordinating with wraparound provider)

6. Describe the proposed staffing for the Wellness Center.

Symba Center is willing to consider transitioning supportive service staff from our operator of the City's currently existing Interim Shelter upon interview and verification of qualifications.



This transition would be smooth since we have been working with case managers and housing navigators at the current location. These staff have voiced support of Symba Center's collaborative approach to spearhead the current MDT meetings to discuss client care. Our proposed staffing model is as follows:

Executive Director: 1.0 FTE - Responsible for planning, organization, and direction of the organization's operations and programs.

Administrative Assistant: 1.0 FTE: support to the Executive Director with the day-to-day business of the organization including scheduling meetings and maintaining director's calendar, preparing correspondence, coordinating travel, other related functions.

Family Medicine Physician – Medical Director: 1.0 FTE - organizes and coordinates physician services and services provided by other professionals as they relate to patient care

Recuperative Care Manager: 1.0 FTE - oversees recuperative care operations, organizes reports, and ensured accurate billing

Clinic Manager: 1.0 FTE - oversees medical clinic operations, organizes reports, and ensures accurate billing

Nurse Practitioner – Recuperative Care 1.0 FTE: assessing clients for recuperative care from the point of referral, identifying clinical and social needs and assisting with transition to the recuperative care setting.

Nurse Practitioner: Medical Clinic 2.0 FTE: maintain patient records; perform physical exams; order or perform diagnostic tests; prescribe medications; develop treatment plans; and treat acute and chronic illnesses, conditions and injuries that fall under primary care.

Registered Nurse Case Managers: 2.0 FTE - assessing clients for recuperative care from the point of referral, identifying clinical and social needs and assisting with transition to the recuperative care setting.

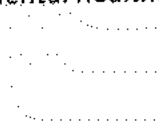
Medical Assistant 3.0 FTE - Collecting and preparing laboratory specimens. Performing basic laboratory tests. Instructing patients about medication and special diets.

Occupational Therapist – 1.0 FTE - provides assessment, planning, goal development, and appropriate intervention services to assist clients in acquiring functional performance skills and to help patients function independently

Pharmacist 0.5 FTE: Identifies, resolves, and prevents potential and actual medication-related problems including: untreated indications, improper drug selection, subtherapeutic dosage, overdose, failure to receive medication, adverse drug reactions, drug interactions, and medication without indication

Licensed Vocational Nurse 3.0 FTE - responsible for providing individualized and specialized nursing care to recuperative care clients

LMFT: 2.0 FTE – provide behavioral therapy to clients with a family-centered perspective to treatment. Evaluate family roles and development, to understand how clients' families affect their mental health.



Case Managers/MSW – Primary Care/Street Medicine 1.0 FTE & Recuperative Care/Shelter: 5.0 FTE – assist clients find permanent supportive housing as quickly as possible and access to mainstream resources

Housing Navigator: 1.0 FTE - provides landlord engagement, retention, and collaboration with other housing agencies. Liaison for all landlords and property management personnel for the Wellness Center and its clients. Performs or arranges housing inspections prior to move-in

Substance Abuse Counselor: 1.0 FTE - evaluating and treating patients' mental and physical health and providing support to addicts and their caregivers

Shelter Support Staff: 5 FTE – conduct client intake for general information, provide support to shelter and recuperative care residents during the evening, overnight, and weekend hours. A general summary of responsibilities includes providing a safe, clean environment, supporting and assisting guests residing in shelter, and documenting any safety/security concerns or rule violations.

Community Health Worker: 5 FTE - serve as a liaison between multiple services and help with care coordination and care transitions for their clients.

Dietitian Consultant – Contracted Position Per Diem - counsel clients on nutrition issues and healthy eating habits and advise shelter operator on food options for clients especially those in recuperative care.

Psychiatrist Consultant – Contracted Position - diagnose, treat, and prevent mental, emotional, and behavioral disorders with the use of medication, neuromodulation, and psychotherapy.

Symba Center may also continue their contract/MOU with Desert Rose Trauma Recovery for

LMFT's. This is currently a contracted-out service that we fund for the Interim Shelter. The

advantage of hiring our own staff would be to document all patient encounters on one medical

record for enhance continuity of care. Hiring processes include posting jobs on job search sites

and asking for assistance with the City of Victorville to promote on their websites and social

media. Symba Center also has local professionals interested in these positions that are ready to

submit applications. We utilize Paychex for payroll and human resources management to

continue assisting our organization as we grow with ensuring hiring processes follow California

law including background checks and citizen verification.

7. Provide a Staff Responsibility Matrix for the Wellness Center, including volunteer monitoring, referral service and staff coordination (*2-page attachment max).

SYMBA CENTER RACI MATRIX



RESPONSIBLE
ACCOUNTABLE
CONSULTED
INFORMED

[illegible]

[illegible]

8. Provide a description of client rules

Symba Center has not provided shelter care to clients in the past. Therefore, we do not currently have a description of client's rules. Symba Center staff will develop client rules that support the well-being of clients in partnership with the Shelter Operator as outline in their duties on page 6 of the RFP. This will include incentivized participation in all activities including but not limited to, financial literacy training, job training, peer-mentorship groups, physical activity classes, medication adherence classes. Safety is the top priority and mutual respect must be always maintained.

9. Describe Health Policies related to:

- a. Possession of controlled substances: Clients who are prescribed a controlled substance, regardless of if recuperative care vs non-recuperative care must have their medication stored in a locked location secured by the shelter staff. A log will be kept by the staff to monitor the usage of the medication and client must go to the medication area for administration of these substances.
- b. Policy for drug possession: Illicit drug possession inside the Wellness Center premises will not be tolerated. This may affect clients who have substance use disorders and may be at risk of relapse due to exposure to substances. Additionally, tolerance of illicit substance on the premises will increase the likelihood of dealing inside the facility. Clients found to be in possession of a controlled substance will be required to vacate the premise for a minimum of three months.
- c. Security, use, and access of prescription medications: Non-controlled prescription medications will be managed by each individual client for non-recuperative care patients. If a client is deemed by the staff to be non-compliant with their medications, exceptions can

be made, and the client can be required to take medications facilitated and overseen by a staff member. Similar to the clients who are prescribed controlled substances, recuperative care clients will have medication administration by clinical staff.

- d. Client use of over-the-counter medications: Common over the counter medications (i.e., pain, allergy, headache, nausea, diarrhea, constipation) will be provided for clients onsite. Medications will be stored with the staff and general dosing recommendations and guidance will be provided by the clinical staff. A logbook will be kept of all OTC usage for each client to avoid overuse or overdose.

- e. Client access to emergency and medical care: Protocols for staff to follow in case of emergency are outlined in a Health Emergency handbook and can be referenced for any client reporting certain symptoms that could be indicative of an emergency. The protocol outlines steps for staff depending on the severity of symptoms including calling 911, referring patient to medical staff onsite, or offering over the counter medications to relieve symptoms. Non-emergent medical care will be offered to all clients at the shelter. Currently, Symba Center providers staff the shelter three days per week to provide onsite medical care and create referrals to other providers and specialists as needed. It's important for all new intakes to receive a physical exam, medication review, and laboratory tests. Lab tests identify infectious diseases that are detrimental to the patient and potentially spread throughout the shelter and community if not treated. Our clinical staff treat shelter clients for sexually transmitted and other communicable diseases once a diagnosis is confirmed.

- f. First aid equipment including naloxone will be supplied for all shelter staff in key locations. All staff will be trained in first aid and will be required to identify locations throughout the

premises that these supplies are located. These Health Emergency procedures described in the previous section will be updated yearly and staff trained quarterly.

- g. Our organization has provided policies and procedures for COVID-19 and Monkeypox prevention for five homeless shelter agencies throughout the High Desert. Our success in this area allowed the shelters to stay open and provide services at the onset of the pandemic. We also advise the shelters during moderate-high community spread levels on how to mitigate infection among the clients. These measures include more frequent testing and donning of PPE as precautions. Other common disease prevention policies are also developed to ensure staff and clients safety which include regularly scheduled cleanings and handwashing.

10. Describe Food Policies: Symba Center would contract with the Shelter Operator as outlined in page 6 of the RFP to ensure health department standards are met and provision for sanitary storage and preparation of food. Regarding nutritional needs, Symba Center will hire a nutritionist/dietician consultant at the shelter to review client medical history and provide recommendations for clients to improve their health. The nutritionist consultation will be required for all recuperative care clients. These clients will have specific meals prepared based on the recommendations of the nutritionist that considers heart health, kidney health, and obesity.

11. Grievance Policies and Procedures: Our organization has not provided direct shelter services, so grievance policies are not currently developed. These policies would be developed with the assistance of the Shelter Operator and City staff per page 6 of the RFP. However, Symba Center has grievance policies and whistleblower policies for patients and employees that

could be applied to clients as well. Symba Center encourages employees, volunteers and others related to the organization to report any violation of policy, procedure, or ethics; illegal activity; or other misconduct by employees, volunteers, or others related to the organization. No person who in good faith reports a violation shall suffer harassment, retaliation or adverse employment consequence. An employee, board member, or volunteer who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. Reports can be made directly to the executive director, board chair or vice chair. To the extent that the activity or misconduct involves the executive director the report should be made directly to the board chair or vice chair. Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. The recipient of a complaint will notify the sender and acknowledge receipt of the reported violation or misconduct within five business days. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation. Symba Center is certainly willing to transmit grievances and resolutions to the City and investigate/resolve grievances reported directly to the City as we have done for the past three years regarding issues we have observed at the Interim Shelter. Transparency with operations of City funds is imperative to a successful long-term partnership and contributes to client well-being. Our leadership has a strong history of providing the City with vital guidance on shelter operations and information regarding the managements of the operators.

12. Coordinated Entry System

Symba Center has participated in coordinated entry system like HMIS for our Victor Valley College students since they are our clients directly. We have not worked with the homeless shelters to provide CES entry through HMIS since most utilize the system and report for the clients, they are directly responsible for providing shelter for. We identify needs through a comprehensive and multidisciplinary approach with housing navigators, case managers and medical personnel to ensure that the client can access their entitlements and funds such as SSI. We partner with agencies that fit the need of the client for housing, medical care, mental health care, and other social services the client may need. This coordination is led by the case manager who is assigned to the client. If selected for this contract, Symba Center will work with Shelter Operators to implement our workflow into this new setting and rely on their input to assist with this process per page 6 of the RFP.

13. In-Person referrals, recuperative care

For recuperative care, there will be a triad partnership between IEHP Case Managers, Nurse Case Managers at the three local hospitals, and Symba Center Nurse Case Managers to ensure the clients are qualified for recuperative care. For non-IEHP members, the Nurse Case Managers at the hospitals will communicate closely with Symba Center Nurse Case Managers to make sure the appropriate clients are being referred to us to avoid situations where clients get transferred to the shelter who need higher level of care. If clients need a higher level of care as designated by our clinical provider, the hospital or referring provider will be responsible for ensuring transportation to a new facility. For in person referrals, we will have a back door policy to allow those clients to be referred from Outreach Team, City staff, or local agencies. We will

medically evaluate each client to see if they qualify for recuperative care based on standards and other clinical guidance recommendations. If the client is not a candidate for recuperative care, we will partner with the Shelter Operator to provide guidance for non-recuperative care clients walk-in processes per page 6 of the RFP.

14. Describe exit and re-admission policies and procedures.

Symba Center will develop exit and re-admission policies and procedures with the shelter operator for general shelter clients as this will be the shelter operator's responsibility according to page 6 of the RFP. We agree that the maximum number of days for clients to stay is 180 but we prefer an average of 90 days for length of stay. From our experience working with shelters, we believe that stern yet flexible policies and procedures are needed to ensure fairness to all clients while considering extenuating circumstances. These procedures will be developed with the input from City staff.

15. Describe overall program goals and expected outcomes on an annual basis

Our overall goal is to reduce plight and suffering by homeless individuals in the High Desert. There are no recuperative care centers in the High Desert and Symba Center is the only organization with a recuperative care contract with managed care organizations. After discussing with local hospitals, the need for a recuperative care center in the High Desert is vital to improve multiple outcomes including cost savings for local hospitals and medical plans and reduce 30-day hospital readmission rates. We will capture this data by calculating the total avoided hospital days as a result of medical respite care. Individually, we expect clients to have improved health and ability to function as a result of the successful resolution of acute conditions and stabilization of chronic conditions, improved health and ability to function as a

result of successful scheduling of elective surgery with a safe place to prepare for and recover after surgery, improved continuity of care through establishing a medical home—an ongoing relationship with a primary care provider, improved continuity of care as a result of linkage to specialty services, including podiatry, ophthalmology, oncology, radiology, and neurology, successful linkages to other needed services for respite clients, including substance abuse/mental health services and a safe transition to available housing, and recuperation from physical illness and the emotional distress and isolation that accompany homelessness.

Additionally, we aim to reduce the rate of returns to homelessness in our community, reduce the length of time an individual remains homeless, and assist client to exit with permanent housing within 90 days. Symba Center also aims to provide clients with satisfactory services and treatment and will administer surveys to clients so they can offer feedback on overall care. We expect our average length of stays for recuperative care clients to be 45 days while the average length of stay for other shelter clients will be 90 days. We estimate the total number of unduplicated clients served at the Wellness Center per year will be 10,000 people based on the current Interim Shelter utilization and estimated community utilization for non-shelters services.

16. Medical Clinic services

Symba Center's medical clinic currently operates 3-4 days per week at the Interim Shelter providing appointments, physical examinations, laboratory testing, medication prescriptions, vaccinations, and care coordination. Care coordination with specialty referrals to provide a higher level of care is vital for clients and we provide these on a continual basis. Our current goal is to provide access to care for all new intakes at the shelter within 5 days of arrival and

offer medication refills to all clients. At the newly constructed Wellness Center, we envision expanding our services to Monday through Friday 8 AM to 5 PM for primary care appointments and provide new intakes with care within 48 hours of arrival at the shelter.

As mentioned previously, Symba Center provides primary healthcare for uninsured community members which include all services we provide to the homeless population at the Interim Shelter. We provide these services in a suboptimal location at one of the local shelters that has limited space. This is not a sustainable space for patients to receive primary care long-term, however there are no other options for care in the community. We envision moving these services to the Wellness Center. Before the inception of Symba Center, these community dwelling uninsured families had no access to healthcare as we were the first free clinic providing no cost healthcare to High Desert residents. We have served thousands of patients who reside in this community and for example, provide free medications including insulin to patients with diabetes. If selected, we would continue providing these services at the Wellness Center and continue to address St. Mary's Medical Center and Kaiser Permanente San Bernardino community needs assessment goals to increase access to care in the High Desert.

17. Mental Health Services

Symba Center currently partners with another non-profit Desert Rose Trauma Recovery who offers mental health services three days per week at the Interim Wellness Center. Our organization funds Desert Rose through grants funds currently, however we plan to hire internal licensed therapists and substance use counselors to address the need and offer more comprehensive services. Currently, Desert Rose staff are available at the shelter to engage clients and offer therapy 3 days per week. At the newly constructed Wellness Center, we

envision expanding our services to Monday through Friday 8 AM to 5 PM for mental health services that include Mental Health Assessments & Evaluations, substance use counseling, individual counseling, Family Counseling, Parenting/Co-parenting, Counseling, Child Counseling, Relationship Counseling, Psychoeducation Workshops, and Psychoeducation Group Counseling. Therapists will work closely with local emergency response teams, emergency departments, and crisis centers to refer patients who need a higher level of care. In addition to serving the Wellness Center clients, we will continue serving VVC students that are part of The Village program. Any additional scheduling slots will be available for community members who have IEHP insurance. We also envision hiring a psychiatrist part-time through a consulting firm to provide telehealth services for clients needing psychotropic medications since these services are limited in the High Desert community. This provider will assist with recuperative care, medical clinic, and street medicine outreach teams once a need is identified by clinical staff.

18. Recuperative Care Services

Local hospitals in the High Desert have expressed need for recuperative care services in the area. Currently, the hospitals must send their homeless patients to facilities in Riverside or Lancaster and these services cost the systems significant funds and many High Desert residents are displaced. Symba Center is first the High Desert institution to be awarded a recuperative care contract to serve local residents. We have worked diligently with IEHP and their staff through their Cal AIM initiatives to bring these services to the High Desert. High Desert Homeless Services director is on board to begin these recuperative care services to the Interim Shelter as soon as the plan is finalized. While our organization has not provided recuperative care services in the past, our current Nurse Practitioner has spent 5 plus years providing

recuperative care at the Weingart Foundation in Los Angeles, CA. She is developing an operational plan consistent with the quality of programs elsewhere and in accordance with the National Health Care for the Homeless Council standards for respite care. Recuperative Care will operate 24 hours a day, 365 days a year with registered nurse on-call oversight. Symba Center will be reimbursed for recuperative care services by IEHP. The local hospitals will fund the stays for non-IEHP members at a to-be-determined rate that will be similar to the IEHP rate. A Recuperative Care Manager, Psychiatrist, Nurse Practitioners, Registered Nurses, Case managers, Housing Navigator, Substance Use Counselors, Occupational Therapist, Dietician, Community Health Workers and Shelter Staff Support positions will be funded through this contract. These positions will focus on ensuring clients have the resources they need to recover physically, mentally, and emotionally while assisting them with reaching their goals, accessing resources, obtaining employment, and finding stable housing. Any community member who has a need for recuperative care and qualifies will be able to be placed in our program even if the referral is not made from the hospitals or IEHP through a back door approach. Recuperative care will be for those who are at risk of hospitalization or are post-hospitalization and those who live alone with no formal supports; or those who face housing insecurity or have housing that would jeopardize their health and safety without modification, or those who meet the HUD definition of homeless. Symba Center will also provide and /or arrange for the transportation of clients to and from any follow up appointments scheduled during the client's approved length of stay. Any clients who care needs escalated to skilled nursing facility or hospital will be referred to those locations after a clinical assessment by a nurse practitioner or registered nurse.

We use the social-ecological model (SEM) to describe what helps shape health changes to show how multiple factors attribute to a person's health. The individual level would include the individual's knowledge that the program exists and an understanding of what is expected of them. People who experience homelessness may have beliefs or an attitude that prevents them from wanting to participate. The program must be presented to show what knowledge could be gained and additional social services available to individuals in the program. The relationship level of the SEM could be a barrier to people who experience homelessness. Our program will provide support from peers while recovering from a hospital stay to help the client face the psychosocial challenges associated with recovery. The community level can be used to address who will be eligible for the program and its services. Our program would work with local organizations including homeless shelters, social services non-profits, San Bernardino County Department of Public Health and major health plans to qualify individuals for other programs after they were ready to leave the respite program. The community level brings partners into the recuperative care program to provide services. This includes primary care from our clinicians to provide preventative measures including vaccines, colon cancer screenings and pap-smears. Portable mammograms will come monthly to the program to provide mammograms. Case managers will work with local health departments to assist with Supplemental Nutrition Assistance Program benefits and health insurance. Local food bank referrals and housing organizations will work with the staff to ensure services. Once discharged, the providers and case managers will ensure people who experience homelessness have a primary care provider and are followed for an extended period to reduce recidivism. The societal level of the SEM would acquire needed funding to cover program expenses which are

provided through IEHP reimbursement. The maximum length of stay at our facility will be 90 days. Following the 90 days, clients will be transferred to permanent supportive housing or the low-barrier shelter onsite.

19. Additional Services: Street Medicine/Outreach

IEHP currently is contracted with one private non-profit street medicine team in San Bernardino County and the organization does not serve the High Desert. There is a great need for increased street medicine services providing mobile medical to homeless folks in their lived environment.

As a result, IEHP has contacted our organization to develop a plan to serve Victorville and the greater High Desert area to assist homeless IEHP members with medical care. We are currently in the process of developing a contract with IEHP for 'Enhanced Care Management' to provide street medicine with our team of physicians, nurse practitioners nurses, medical assistants, and case managers. Additionally, we are the only organization in the county with a contract in place with Molina to use their RV to provide street medicine. This team will assist City of Victorville Code Enforcement and outreach teams to provide onsite services to those experiencing homelessness with the goal to encourage medical and mental treatment, build rapport and guide folks to seek services at the Wellness Center. This team will also collaborate with other local non-profits who regularly provide homeless with basic needs in their lived environment.

This model will ensure we are reaching out to the most vulnerable residents and informing them of the resources the City of Victorville has to offer. We will operate multiple days per week and will go to various locations throughout the High Desert.

Housing Transition/Navigation Services: The contract with IEHP for recuperative care also includes a separate service for Housing Transition and Navigation Services. This will offer

funding to provide case management and housing navigation services for all shelter clients (including recuperative care) and unsheltered homeless on the street on a per member per month rate. This service as outlined in the contract will assist clients with obtaining housing and include conducting a tenant screening and housing assessment, developing an individualized housing support plan based upon the housing assessment, searching for housing and presenting options, educating and engaging with landlords, and assisting in securing housing, including completion of housing applications and other required documentation. Our team will also act as an advocate for benefits, including assistance with obtaining identification and documentation for SSI eligibility, identifying and securing available resources to assist with subsidizing rent, working closely with IEHP-contracted Community Supports Housing Tenancy and Sustaining Services providers to help ensure member's housing stability, and collaborating with IEHP Housing Team as needed to address any issues that may jeopardize member's housing once member has "graduated" from Housing Transition Navigation services. Lastly, we will collaborate with other IEHP-contracted Community Supports providers as appropriate, participating in interdisciplinary care conferences (ICC) with IEHP or any other party identified as being integral to member's success in remaining housed and their overall well-being.

CITY OF VICTORVILLE, CALIFORNIA

SECTION V
FORMS

RFP FOR WELLNESS CENTER WRAPAROUND SERVICES PROVIDER - PROJECT JM23-065

CITY OF VICTORVILLE

BUDGET FOR WELLNESS CENTER WCWS PROVIDER FORM

(See instructions in RFP Section IV.B.20)

Description	Amount
Staffing/Administrative Salaries/Professional	\$ 3,781,759
Other: Contracted Consultants	\$ 52,000
Other: Shelter Operator Assistance (meals, staff, maint., cleaning, etc)	\$ 350,000
Other: Vehicle Expenses (transport & medical mobile van, gas, maint.)	\$ 144,000
Other:	\$
Facility Expenses (Insurance, Office Supplies, etc.)	\$ 100,000
Grant and Donation Administration	\$ 26,000
Licensing Services	\$ 2,500
Replacement Reserves	\$ 0
Operation and Program Expenses Totals	\$ 4,456,259
Contingency (5%)	\$ 222,812.95
Startup costs (Salaries)	\$ 500,000
Computer System and Equipment (PLO only for both WCWS and SO)	\$ 100,000
Medical Equipment/Furnishings (WCWS only)	\$ 200,000
Revenue	(Deduction from Total)
Donations (grant revenue)	\$ 1,073,000
Medical Reimbursements recup care, med. clinic, outreach/street med	\$ 5,763,370
TOTAL ANNUAL BUDGET	\$ 5,479,071.95
Anticipated Annual Escalation of Total Annual Budget	% 5%

Professional References:

1. Kevin Mahany
Director of Government Products & Enrollment at Inland Empire Health Plan
Fmr. Director of Community Health Investment at Providence St. Mary Medical Center
Phone: 760-217-5922
Email: Mahany-K@iehp.org
2. Amber Allen
Director, Student Services at Victor Valley College
Phone: 805-901-5598
Email: Amber.Allen@vvc.edu
3. Regina Weatherspoon-Bell
Executive Director, A Better Way
Fmr. Deputy Director to San Bernardino County First District Supervisor
Phone: 760-954-5747
Email: rbell@abway.org
4. Cassandra Searcy
Deputy Director of Housing & Homelessness, City of San Bernardino
Fmr. Homeless Solutions Coordinator, City of Victorville
Phone: 909-210-7767
Email: crcraw@att.net



February 15, 2023

Antoinette (Nettie) Jackson
Homeless Solutions Manager
City of Victorville
14343 Civic Drive
Victorville, CA 92392

RE: Letter of Support for City of Victorville's Wellness Center Wraparound Services Provider

Dear Ms. Jackson,

Kaiser Permanente serving San Bernardino County is pleased to support the application request that Symba Center is submitting to the City of Victorville Wellness Center to provide wraparound services at the interim Shelter. Wraparound services will include medical, mental health, case management, housing navigation, and recuperative care. Kaiser Permanente greatly appreciates the important work that Symba Center provides to local homeless shelters and homeless residents in the very underserved area of the High Desert Region. *Their assistance during the uncertainty of the pandemic and their unwavering commitment to this community has been evident through the level of services provided and rapid growth.* Kaiser Permanente is currently providing Symba Center with community grant funds to provide vulnerable populations with access to care including uninsured and homeless. Our organization has partnered with Symba Center from the beginning of the pandemic because their efforts aligned with mutual strategic priorities to improve access to care and coordination for individuals experiencing homelessness, while addressing social determinants of health to a community where such services had previously not been provided.

Kaiser Permanente supports this vital service opportunity for Symba Center to continue implementing solutions to break down barriers to obtaining health and wellness for those individuals in our community who are homeless. The Wellness Center will increase the number of shelter beds for the homeless in Victorville, and will combine a low-barrier emergency shelter, recuperative care facility, medical clinic, interim housing, and wraparound support services. Symba Center's commitment to providing these services to the community for three years and their representation on the City's Homeless Solutions Task Force to advise City staff demonstrates their capacity.

If you have questions regarding this letter, please contact me at (909) 427-5268, Martha.r.valencia@kp.org.

Sincerely,

Martha Valencia

Martha Valencia, MPH
Manager, Community Health Department, Kaiser Foundation Hospitals
Kaiser Permanente San Bernardino County Area

9961 Sierra Avenue, Fontana, CA 92335



18300 Highway 18
Apple Valley, CA 92307

760-242-2311
providence.org/stmaryapplevalley

February 15, 2023

Antoinette (Nettie) Jackson
Homeless Solutions Manager
City of Victorville
14343 Civic Drive
Victorville, CA 92392

Dear Ms. Jackson,

Providence St. Mary's Medical Center is pleased to acknowledge full support of the application request for the Wellness Center Wraparound Services Provider submitted on behalf of Symba Center. Symba Center is seeking the contract to continue providing wraparound services to the Interim Shelter. These services include medical and mental health, case management, housing navigation, recuperative care, and more. Our organization is grateful for the vital COVID-19 prevention and treatment Symba Center provides related to our local homeless shelters and High Desert homeless residents. Their assistance during the uncertainty of the pandemic and their unwavering commitment to this community has been evident through the level of services provided and rapid growth. Providence St. Mary's Medical Center is currently partnering with Symba Center on a San Bernardino County grant to provide health services to homeless shelters including COVID-19 testing and treatment, and primary care. Our organization has partnered with Symba Center from the beginning of the pandemic to provide health solutions to our community that previously had not been provided.

Providence St. Mary's Medical Center welcomes this opportunity for Symba Center to continue implementing solutions to break down barriers to obtaining health and wellness for those individuals in our community who are homeless. The Wellness Center will increase the number of shelter beds for the homeless in Victorville, and will combine a low-barrier emergency shelter, recuperative care facility, medical clinic, interim housing, and wraparound support services. Symba Center's commitment to providing these services to the community for three years and their representation on the City's Homeless Solutions Task Force to advise City staff is deserving of this contract award. Symba Center operates with integrity and follows through on their commitments.

Sincerely,

Erica Phillips, MAS, MS, CHES
Manager, Community Health Investment

RE: Letter of Support for City of Victorville's Wellness Center Wraparound Services Provider

February 14th, 2023

Antoinette (Nettie) Jackson
Homeless Solutions Manager
City of Victorville
14343 Civic Drive
Victorville, CA 92392



18422 Bear Valley Rd.
Victorville, CA 92395
<http://vvc.edu>
760-245-4271

Dear Ms. Jackson,

Victor Valley College is pleased to acknowledge full support of the application request for the Wellness Center Wraparound Services Provider submitted on behalf of Symba Center. Symba Center is seeking the contract to continue providing wraparound services to the Interim Shelter. These services include medical and mental health, case management, housing navigation, recuperative care, and more. Our organization is grateful for the vital services Symba Center has provided for our homeless community college students including medical and mental health services, COVID-19 compliance, case management, housing navigation, academic advisement, and financial literacy training. Our organization has partnered with Symba Center from the beginning of our grant program to provide health solutions to our community that previously had not been provided. Due to their successful work, we are continuing our relationship into 2023-2024 and increasing their responsibilities to manage homes rented for student housing. Their assistance during the uncertainty of the pandemic and their unwavering commitment to this community has been evident through the level of services provided and rapid growth.

Victor Valley College welcomes this opportunity for Symba Center to continue implementing solutions to break down barriers to obtaining health and wellness for those individuals in our community who are homeless. The Wellness Center will increase the number of shelter beds for the homeless in Victorville, and will combine a low-barrier emergency shelter, recuperative care facility, medical clinic, interim housing, and wraparound support services. Symba Center's commitment to providing these services to the community for three years and their representation on the City's Homeless Solutions Task Force to advise City staff is deserving of this contract award. Symba Center operates with integrity and follows through on their commitments.

If you have any questions regarding this letter, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Amber N. Allen', with a long horizontal line extending to the right.

Amber N. Allen
Director, Student Services
Amber.allen@vvc.edu
760-245-4271 ext. 2934



High Desert Homeless Services, Inc. Office 760-245-5991
14049 Amargosa Road fax 760-245-7513
Victorville, CA 92392 email: highdeserthomeless@yahoo

RE: Letter of Support for City of Victorville's Wellness Center Wraparound Services Provider

February 14th 2023

Antoinette (Nettie) Jackson
Homeless Solutions Manager
City of Victorville
14343 Civic Drive
Victorville, CA 92392

Dear Ms. Jackson,

High Desert Homeless Services is pleased to acknowledge full support of the application request for the Wellness Center Wraparound Services Provider submitted on behalf of Symba Center. Symba Center is seeking the contract to continue providing wraparound services to the client at the Interim Shelter in the newly constructed Wellness Center. These services will include medical and mental health, case management, housing navigation, recuperative care, and more. Our organization is grateful for the vital services Symba Center has provided for our Amargosa and Interim Wellness Center locations since the beginning of the pandemic. Our organizations have worked collaboratively alongside each other to serve homeless individuals in this community. Their assistance during the uncertainty of the pandemic and their unwavering commitment to this community has been evident through the level of services provided and rapid growth. Shelters throughout the High Desert would have struggled to stay open during the pandemic without their medical oversight.

HDHS welcomes this opportunity for Symba Center to continue implementing solutions to break down barriers to obtaining health and wellness for those individuals in our community who are homeless. The Wellness Center will increase the number of shelter beds for the homeless in Victorville, and will combine a low-barrier emergency shelter, recuperative care facility, medical clinic, interim housing, and wraparound support services. Symba Center's commitment to providing these services to the community for three years and their representation on the City's Homeless Solutions Task Force to advise City staff is deserving of this contract award. Symba Center operates with integrity and follows through on their commitments.

If you have any questions regarding this letter, please contact me at 760-420-6980 or jimmy.waldron@yahoo.com

Sincerely,

Jimmy Waldron, Executive Director

High Desert Homeless Services, Inc.



February 14th 2023

Ms. Antoinette (Nettie) Jackson
Homeless Solutions Manager
City of Victorville
14343 Civic Drive
Victorville, CA 92392



RE: Letter of Support for City of Victorville's Wellness Center Wraparound Services Provider

Dear Ms. Jackson,

A Better Way is pleased to acknowledge full support of the application request for the Wellness Center Wraparound Services Provider submitted on behalf of Symba Center. Symba Center is seeking the contract to continue providing wraparound services to the Interim Shelter. These services include medical and mental health, case management, housing navigation, recuperative care, and more. Our organization is grateful for the vital COVID-19 prevention and treatment Symba Center provides related to our homeless shelters and High Desert homeless residents. Their assistance during the uncertainty of the pandemic and their unwavering commitment to this community has been evident through the level of services provided and rapid growth. A Better Way clients receive medical services by Symba Center clinicians and our organization relies on Symba Center for COVID-19 tests and shelter operation changes during outbreaks.

A Better Way welcomes this opportunity for Symba Center to continue implementing solutions to break down barriers to obtaining health and wellness for those individuals in our community who are homeless. The Wellness Center will increase the number of shelter beds for the homeless in Victorville, and will combine a low-barrier emergency shelter, recuperative care facility, medical clinic, interim housing, and wraparound support services. Symba Center's commitment to providing these services to the community for three years and their representation on the City's Homeless Solutions Task Force to advise City staff is deserving of this contract award. Symba Center operates with integrity and follows through on their commitments.

If you have any questions regarding this letter, please contact me.

Sincerely,


Regina Weatherspoon-Bell
Executive Director

14114 Hesperia Rd.
Victorville, Ca. 92395

www.abway.org

Education Center 760.955.8010

Hotline 760.955.8723

VICTOR VALLEY RESCUE MISSION

An Outreach Ministry of



Changing Lives for Good

RE: Letter of Support for City of Victorville's Wellness Center Wraparound Services Provider

February 14th 2023

Antoinette (Nettie) Jackson
Homeless Solutions Manager
City of Victorville
14343 Civic Drive
Victorville, CA 92392

Dear Ms. Jackson,

Victor Valley Rescue Mission is pleased to acknowledge full support of the application request for the Wellness Center Wraparound Services Provider submitted on behalf of Symba Center. Symba Center is seeking the contract to continue providing wraparound services to the Interim Shelter. These services include medical and mental health, case management, housing navigation, recuperative care, and more. Our organization has been working with Dr. Smith even before Symba Center was organized we have full confidence in their commitment and ability to provide the services being sought, with high quality care and comprehensive solutions for the guests. VVRM is grateful for the vital COVID-19 prevention and treatment Symba Center provides related to our homeless shelters and High Desert homeless residents. Their assistance during the uncertainty of the pandemic and their unwavering commitment to this community has been evident through the level of services provided and rapid growth. Victor Valley Rescue Mission clients receive medical services by Symba Center clinicians and our organization relies on Symba Center for COVID-19 tests and shelter operation changes during outbreaks.

Victor Valley Rescue Mission welcomes this opportunity for Symba Center to continue implementing solutions to break down barriers to obtaining health and wellness for those individuals in our community who are homeless. The Wellness Center will increase the number of shelter beds for the homeless in Victorville, and will combine a low-barrier emergency shelter, recuperative care facility, medical clinic, interim housing, and wraparound support services. Symba Center's commitment to providing these services to the community for three years and their representation on the City's Homeless Solutions Task Force to advise City staff is deserving of this contract award. Symba Center operates with integrity and follows through on their commitments.

If you have any questions regarding this letter, please contact me.

Bill Edwards
Victor Valley Rescue Mission



RE: Letter of Support for City of Victorville's Wellness Center Wraparound Services Provider

February 14th 2023

Antoinette (Nettie) Jackson
Homeless Solutions Manager
City of Victorville
14343 Civic Drive
Victorville, CA 92392

Dear Ms. Jackson,

God's Hand Extended is pleased to acknowledge full support of the application request for the Wellness Center Wraparound Services Provider submitted on behalf of Symba Center. Symba Center is seeking the contract to continue providing wraparound services to the Interim Shelter. These services include medical and mental health, case management, housing navigation, recuperative care, and more. Our organization has partnered with Symba Center at the Warming Shelter in 2020 and in the Victor Valley College 'The Village' Program. Their assistance during the uncertainty of the pandemic and their unwavering commitment to this community has been evident through the level of services provided and rapid growth.

God's Hand Extended welcomes this opportunity for Symba Center to continue implementing solutions to break down barriers to obtaining health and wellness for those individuals in our community who are homeless. The Wellness Center will increase the number of shelter beds for the homeless in Victorville, and will combine a low-barrier emergency shelter, recuperative care facility, medical clinic, interim housing, and wraparound support services. Symba Center's commitment to providing these services to the community for three years and their representation on the City's Homeless Solutions Task Force to advise City staff is deserving of this contract award. Symba Center operates with integrity and follows through on their commitments.

If you have any questions regarding this letter, please contact me.

Susan Padilla – Conway

Founder God's Hand Extended



20601 Highway 18, Suite 171, Apple Valley, CA 92307

Email: godshandext@gmail.com Office: (760) 220-1961 Fax: (760) 242-8833

CITY OF VICTORVILLE, CALIFORNIA

SECTION V
FORMS

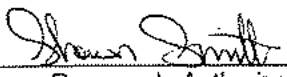
RFP FOR WELLNESS CENTER WRAPAROUND SERVICES PROVIDER - PROJECT JM23-065

CITY OF VICTORVILLE
SUBMISSION CERTIFICATION

I hereby submit to the City of Victorville the attached Proposal for the Scope of Services outlined in "RFP FOR WELLNESS CENTER WRAPAROUND SERVICES PROVIDER, RFP JM23-065". All of the following documents (check below) are completed, fully executed, and included with my proposal as required in the RFP document:

- ☒ Submission Certification
- ☒ Proposal (as described in Section IV of this RFP)
- ☒ Budget For Wellness Center WCWS Provider
- ☒ Proposer Identification (unless all required information is included in your response to the "Professional Team & Qualifications" requirements in RFP Section IV.B.2)
- ☒ Worker's Compensation Certification
- ☒ Exceptions Form
- ☒ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- ☒ Nonlobbying Certification for Federal Contract
- ☒ Acknowledgement Pages for All RFP Addenda

My signature on this Submission Certification affirms that all items listed above are fully completed and executed and are hereby submitted with the Proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my Proposal. I certify that the only person(s), company/organization, or parties interested in the Proposal as principals are named therein; that this Proposal is made without collusion with any other person(s), company/organization, or parties submitting a proposal; and that it is in all respects made in good faith without collusion or fraud. I further hereby certify that I have the authority to offer this Proposal to the City for the below listed individual or organization/company and that I have the authority to bind myself/this company/organization in a contract should I be successful in my Proposal.



Proposer's Authorized Signature
Shawn Smith Executive Director

Printed Name and Title
760-515-2464

Telephone Number

Symba Center

Company/Organization Name
2/20/23

Date Signed

CITY OF VICTORVILLE, CALIFORNIA

SECTION V
FORMS

RFP FOR WELLNESS CENTER WRAPAROUND SERVICES PROVIDER - PROJECT JM23-065

CITY OF VICTORVILLE

BUDGET FOR WELLNESS CENTER WCWS PROVIDER FORM

(See instructions in RFP Section IV.B.20)

Description	Amount
Staffing/Administrative Salaries/Professional	\$ 3,781,759
Other: Contracted Consultants	\$ 52,000
Other: Shelter Operator Assistance (meals, staff, maint., cleaning, etc)	\$ 350,000
Other: Vehicle Expenses (transport & medical mobile van, gas, maint.)	\$ 144,000
Other:	\$
Facility Expenses (Insurance, Office Supplies, etc.)	\$ 100,000
Grant and Donation Administration	\$ 26,000
Licensing Services	\$ 2,500
Replacement Reserves	\$ 0
Operation and Program Expenses Totals	\$ 4,456,259
Contingency (5%)	\$ 222,812.95
Startup costs (Salaries)	\$ 500,000
Computer System and Equipment (PLO only for both WCWS and SO)	\$ 100,000
Medical Equipment/Furnishings (WCWS only)	\$ 200,000
Revenue	(Deduction from Total)
Donations (grant revenue)	\$ 1,073,000
Medical Reimbursements recup care, med. clinic, outreach/street med	\$ 5,763,370
TOTAL ANNUAL BUDGET	\$ 5,479,071.95
Anticipated Annual Escalation of Total Annual Budget	% 5%

**SECTION V
FORMS**

RFP FOR WELLNESS CENTER WRAPAROUND SERVICES PROVIDER - PROJECT JM23-065

CITY OF VICTORVILLE

PROPOSER IDENTIFICATION

1. Legal name of Proposer: Symba Center
2. Street Address: 14049 Amargosa Road Victorville, CA 92392
3. Mailing Address: 20601 Hwy 18 Suite 171 Apple Valley, CA 92307
4. Business Telephone: 760-515-2464
5. Facsimile Telephone: 1-760-242-8833
6. Email Address: symbacenter@gmail.com
7. Type of Business:
☐ Sole Proprietor ☐ Partnership ☐ Corporation
Other: 501(c) 3 Nonprofit Corporation
If corporation, indicate State where incorporated: California
8. Business License number issued by the City where the Proposer's principal place of business is located.
Number: 000347-2022 Issuing City: Victorville
9. Federal Tax Identification Number: 84-3729902
10. Proposer's Project Manager: Shawn Smith
11. Name and Title of Person Authorized to sign legal documents on behalf of Proposer:
Shawn Smith

CITY OF VICTORVILLE, CALIFORNIA

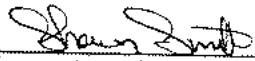
**SECTION V
FORMS**

RFP FOR WELLNESS CENTER WRAPAROUND SERVICES PROVIDER - PROJECT JM23-065

**CITY OF VICTORVILLE,
WORKERS' COMPENSATION CERTIFICATE**

The Proposer shall execute the following form to ensure compliance with the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I hereby certify that Proposer will comply with such provisions before commencing performance of the services under any contract entered into pursuant to this RFP.

 Signature	Symba Center Proposer (Organization Name)
Shawn Smith Printed Name	84-3729902 Federal Tax ID Number
Executive Director Title	2/20/23 Date

**SECTION V
FORMS**

RFP FOR WELLNESS CENTER WRAPAROUND SERVICES PROVIDER - PROJECT JM23-065

CITY OF VICTORVILLE

EXCEPTIONS FORM

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in this RFP, list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: _____ Section Title: NONE

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: NONE

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: NONE

Paragraph Number: _____ Exception Taken: _____

CITY OF VICTORVILLE, CALIFORNIA

SECTION V
FORMS

RFP FOR WELLNESS CENTER WRAPAROUND SERVICES PROVIDER - PROJECT JM23-065

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into a contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**SECTION V
FORMS**

RFP FOR WELLNESS CENTER WRAPAROUND SERVICES PROVIDER - PROJECT JM23-065

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS
(CONTINUED)**

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Shawn Smith

Name (Typed)

Executive Director, Symba Center

Title and Organization Name (Typed)



Signature

2/20/23

Date

CITY OF VICTORVILLE, CALIFORNIA

SECTION V
FORMS

RFP FOR WELLNESS CENTER WRAPAROUND SERVICES PROVIDER - PROJECT JM23-065

NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signature of Contractor/Consultant's Authorized Officer

2/20/23

Date

Shawn Smith, Executive Director
Name and Title of Consultant's/Contractor's Authorized Officer



**WELLNESS CENTER WRAPAROUND SERVICES (WCWS) PROVIDER
JM23-065**

JANUARY 26, 2023

ADDENDUM #1

The attached constitutes additional information and serves to clarify questions that arose during the solicitation period. This will be considered to be part of the City of Victorville "RFP FOR WELLNESS CENTER WRAPAROUND SERVICES (WCWS) PROVIDER, PROJECT JM23-065".

QUESTIONS / ANSWERS:

- 1) What will the cash flow, reimbursement, and/or advancements process look like?
Monthly advancements and start up costs will be reviewed and approved by the City based on demonstrated need.
- 2) Is there a cap on the number of subcontractors an organization can utilize?
No, however, a proposal scoring may be negatively impacted if a high number of subcontractors are proposed without confirmed collaboration.
- 3) Is there clarification on the level of services the medical team will be required to provide?
See Section B(1) of the RFP.
- 4) Is there a breakdown on the bed categories (men, women, families, recuperative care, mental health, etc.)?
The bed categories will fluctuate based on need.
- 5) Is the budget based on maximum capacity?
Yes, the RFP budget should assume full occupancy.
- 6) If there are a lot of updates in the addendum, can an extension be granted so that applications can be submitted after current due date?
Extension granted only to February 22, 2023.
- 7) Has the City selected its "Shelter Operator" and/or "Street Outreach Operator" or will a solicitation be forthcoming for either one of those roles? If those operators have been selected, can the City confirm the agency(s) that has been assigned to those roles?
The City currently has a contract with High Desert Homeless Services (HDHS) as the shelter operator for the interim Site at Westwinds which is set to expire on June 30, 2023. Another solicitation for a Shelter Operator shall be coming forth soon.
- 8) Do these plans call for air purification when it comes to individuals staying inside your wellness center?
At this time, the Wellness Center does not have any plans for a purification system.
- 9) Is my understanding that this pertains to the COVID Equity grant, correct?
No, this RFP is not associated with the COVID Equity grant.

EXTENSION TO RFP DUE DATE / TIME:

Due to the upcoming Federal holiday on Monday, February 20, 2023, the City has extended the RFP deadline for proposal submittals until 3:00 p.m., PST on Wednesday, February 22, 2023.

PROPOSER ACKNOWLEDGEMENT

Please confirm receipt of this Addendum #1, JM23-065 by attaching the signed acknowledgment to your RFP proposal. ***Failure to acknowledge receipt of this addendum may result in the proposal being rejected as non-responsive.*** The undersigned acknowledges receipt of ADDENDUM #1.

Should you have any questions, please feel free to contact Claudia Frias, at (760) 955-5075, Fax (760) 269-0045, email: cfrias@victorvilleca.gov.

Receipt acknowledged and conditions agreed to this 20th day of February 2023

Proposer: Symba Center - Shawn Smith

By: Shawn Smith

CITY APPROVALS:



Scott Webb, City Planner

EXHIBIT “B”

**OPERATING BUDGET AND STAFFING LIST
(as negotiated and revised by the Parties)**

[TO BE INSERTED]

20601 HWY 18, Suite 188
Apple Valley, CA 92307
(760) 515-2464
admin@symbacenter.org

May 23, 2023

Operating Budget and Staffing List (Annualized)

WCWS Wellness Center Staff					
Role	FTE	Salary	Fringe @30%	Total	Per Hour (\$)
Administrative Specialist/HR	1.00	58,240.00	17,472.00	75,712.00	\$ 28.00
Case Managers/HN	10.00	561,600.00	168,480.00	730,080.00	\$ 27.00
Occupational Therapist	0.50	46,800.00	14,040.00	60,840.00	\$45
Community Health Worker	0.00	-	-	-	\$ 18.50
Dietian Consultant	1.00	20,000.00	-	20,000.00	Per Diem
Licensed Vocational Nurse	8.50	503,880.00	151,164.00	655,044.00	\$ 28.50
LMFT Therapist	1.00	156,000.00	46,800.00	202,800.00	\$ 75.00
LMFT Associate	4.50	280,800.00	84,240.00	365,040.00	\$ 30.00
Medical Director	0.00	-	-	-	Salary
Nurse Practitioner (medical recup)	0.50	72,500.00	21,750.00	94,250.00	Salary
Nurse Practitioner (psych recup)	0.50	72,500.00	21,750.00	94,250.00	Salary
Peer Support Specialist	0.00	-	-	-	\$ 18.00
Registered Nurse Case Manager	1.00	87,360.00	26,208.00	113,568.00	\$ 42.00
On call time				56,420.00	
Substance Abuse Counselor	2.00	112,320.00	33,696.00	146,016.00	\$ 27.00
Wellness Services Director	0.75	120,000.00		120,000.00	Salary
Wellness Center Manager	1.00	120,000.00	36,000.00	156,000.00	Salary
Total	32.25	2,212,000.00	621,600.00	2,890,020.00	

Operating Budget and Staffing List (Annualized)

WCWS Interim Shelter Staff					
Role	FTE	Salary	Fringe @30%	Total	Per Hour (\$)
Administrative Specialist/HR	1.00	58,240.00	17,472.00	75,712.00	\$ 28.00
Case Managers/HN	5.00	280,800.00	84,240.00	365,040.00	\$ 27.00
Occupational Therapist	0.50	46,800.00	14,040.00	60,840.00	\$ 45.00
Community Health Worker	0.00	-	-	-	\$ 18.50
Dietian Consultant	0.50	10,000.00	-	10,000.00	Per Diem
Licensed Vocational Nurse	4.50	266,760.00	80,028.00	346,788.00	\$ 28.50
LMFT Therapist	1.00	156,000.00	46,800.00	202,800.00	\$ 75.00
LMFT Associate	2.00	124,800.00	37,440.00	162,240.00	\$ 30.00
Medical Director	0.00	-	-	-	Salary
Nurse Practitioner (medical recup)	0.50	72,500.00	21,750.00	94,250.00	Salary
Nurse Practitioner (psych recup)	0.50	72,500.00	21,750.00	94,250.00	Salary
Peer Support Specialist	0.00	-	-	-	\$ 18.00
Registered Nurse Case Manager	1.00	87,360.00	26,208.00	113,568.00	\$ 42.00
on call time				14,105.00	
Substance Abuse Counselor	1.00	56,160.00	16,848.00	73,008.00	\$ 27.00
Wellness Services Director	0.75	120,000.00	36,000.00	156,000.00	Salary
Wellness Services Manager	1.00	120,000.00	36,000.00	156,000.00	Salary
Total	19.25	1,471,920.00	438,576.00	1,924,601.00	

Operating Budget and Staffing List (Annualized)

WCWS Operating Expenses		
Professional Development (Training, etc)	\$ 4,500.00	
Payroll / Accounting	\$ 12,000.00	
Grant Management	\$ 7,800.00	
Office Expenses	\$ 40,000.00	
OTC medications/medical supplies for recuperative care	\$ 90,000.00	
Software		
Computers		
Insurance	\$ 12,500.00	
Gas/Vehicle/Travel	\$ 22,000.00	
Vehicle Lease	\$ 11,520.00	2 vehicles @ \$480 per month
License/Fees	\$ 2,500.00	
Membership Fees	\$ 5,000.00	
Miscellaneous Fees	\$ 10,000.00	
Total Operating	\$ 217,820.00	

EXHIBIT “C”

Diagram of Wellness Center Campus

[TO BE INSERTED]

Note: the subject campus map is provided to give a general understanding of campus layout and is subject to change.

Note: the subject campus map is provided to give a general understanding of campus layout and is subject to change.



PHASE - 1

- 1 FAMILY SHELTERS:
7 CONNECT SHELTERS 800 SF EACH = 5,600 SF
• 7 DOUBLE BED UNIT 1.4 = 98 BEDS (TOTAL)
• 1 FAMILY BATH UNIT (0-ADA ACCESSIBLE) = 7
• 7 BATH (TOTAL)
- 2 RECREATIVE CARE SHELTERS-B:
(8 CONNECT SHELTERS 800 SF) EACH = 2,000 SF
• 8 SINGLE BED UNIT 1.7 = 136 BEDS
• 8 FAMILY BED UNIT 1.7 = 21 BEDS
• 28 BEDS (TOTAL)
• 1 FAMILY BATH UNIT (0-ADA ACCESSIBLE) = 7
• 7 BATH (TOTAL)
- 3 RECREATIVE CARE SHELTERS-B:
(8 CONNECT SHELTERS 800 SF) EACH = 2,000 SF
• 8 SINGLE BED UNIT 1.7 = 136 BEDS
• 8 FAMILY BED UNIT 1.7 = 21 BEDS (TOTAL)
• 6 COMMON BATH UNIT (0-ADA ACCESSIBLE) = 42 BATH
• 42 BATH (TOTAL)
- 4 NAVIGATION SHELTERS-A:
7 CONNECT SHELTERS 800 SF) EACH = 5,600 SF
• 4 SINGLE BED UNIT 1.2 = 48 BEDS
• 2 DOUBLE BED UNIT 1.4 = 28 BEDS (TOTAL)
• 76 BEDS (TOTAL)
• 4 BATH (TOTAL)
- 5 NAVIGATION SHELTERS-B:
7 CONNECT SHELTERS 800 SF) EACH = 5,600 SF
• 4 SINGLE BED UNIT 1.2 = 48 BEDS
• 2 DOUBLE BED UNIT 1.4 = 28 BEDS (TOTAL)
• 6 COMMON BATH UNIT (0-ADA ACCESSIBLE) = 42 BATH (TOTAL)
- 6 NAVIGATION SHELTERS-C:
7 CONNECT SHELTERS 800 SF) EACH = 5,600 SF
• 4 SINGLE BED UNIT 1.2 = 48 BEDS
• 2 DOUBLE BED UNIT 1.4 = 28 BEDS (TOTAL)
• 6 COMMON BATH UNIT (0-ADA ACCESSIBLE) = 42 BATH (TOTAL)
- 7 BEHAVIOR HEALTH SHELTERS
(7 CONNECT SHELTERS 800 SF) EACH = 5,600 SF
• 4 SINGLE BED UNIT 1.2 = 48 BEDS
• 2 DOUBLE BED UNIT 1.4 = 28 BEDS (TOTAL)
• 6 COMMON BATH UNIT (0-ADA ACCESSIBLE) = 42 BATH (TOTAL)
- 8 CAFETERIA (CONNECT SHELTERS) - 4,000 SF.
(SEE ENLARGED PLAN ON A-2.2)
• KITCHEN AREA = 1,000 SF
• TOILET = 300 SF
• LAUNDRY ROOM = 100 SF
• CORTIAL ROOM = 100 SF
• COMMON ROOM = 500 SF
- 9 WELLNESS CENTER -
(CONNECT SHELTERS) - 2,400 SF.
(SEE ENLARGED PLAN ON A-2.0)
- 10 RECREATIVE CARE CENTER - 1,600 SF.
(CONNECT SHELTERS AND ENTRY
(CONNECT SHELTERS)
(SEE ENLARGED PLAN ON A-2.0)
• SECURITY CHECK AREA = 500 SF
- 11 EXAM/CLINIC CENTER - 1,600 SF.
(CONNECT SHELTERS
(SEE ENLARGED PLAN ON A-2.0)
- 12 CENTRAL COURTYARD (ELEVATED)
(SEE LANDSCAPE PLAN)
- 13 SERVICE PARKING STALLS
LOADING / UNLOADING AREA
PARKING AREA / DRIVEWAYS
(APPROX. CONC. PARKING FINISH)
- 14 BUS STOP
LOADING / UNLOADING
- 15 TUBULAR STEEL, DRIVEWAY (GROUNDED)
SLURRY WALL (MANUAL OPERATIONS)
(SHALL BE EQUIPPED WITH KNOTS
(NO LOCK ACTUATION DEVICES))
- 17 DRIVEWAY INCLINE AREA
(SEE LANDSCAPE PLAN)
- 18 COVERED AND ENCLOSED TRASH
ENCLOSURE WITH (8) 3-CUBIC YARD BIN
(WITH 2) DECORATIVE CITY WALLS
(SEE ENLARGED PLAN AND CITY
STANDARDS DETAIL ON A-0.5)
- 19 OPEN SPACE AREA
(SEE ENLARGED PLAN)
- 20 20'-0" WIDE FIRE TRUCK LOOP
ACCESS ROAD (CONCRETE PARKING
FINISH WITH ZERO INCH CURB)
- 21 7'-0" HIGH TUBULAR STEEL FRAME (WITH
18" W/ 4" DECORATIVE CITY WALLS)
WALL PLASTER AT 16'-0" O.C. MAXIMUM
- 22 6'-0" HIGH TUBULAR STEEL FRAME
AT THE PROPERTY LINE
- 23 SHORT-TERM BICYCLE PARKING AREA
(MIN. 2' - 6' LONG BICYCLE PARKING
SPACE WITH ANCHORED RACK TYPICAL
AT 8' SPACES (SEE ANCHORED RACK
DETAIL ON A-0.5))

24 COVERED AND ENCLOSED LONG-TERM

- [illegible]

PHASE - 2

- (A) ADDITIONAL PARKING AREA
(FUTURE IMPROVEMENTS)
- (B) WELLNESS COTTAGES
(30 UNITS) PERMANENT SUPPORTIVE
HOUSING (PSH) FACILITY
(FUTURE IMPROVEMENTS)

ARCHITECTS

CMC

AND ENGINEERS

703 PHILLIPS DRIVE

CITY OF INDUSTRY, CA 91748
PHONE : (626) 569-1810

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REVISIONS

No.	NOTE	DATE
6	CITY CHANGE	05-15-2023

PROJECT OWNER	
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14343 CIVIC DRIVE
VICTORVILLE, CA 92392
PHONE : (760) 955-5000



PROJECT NAME

PROPOSED VICTORVILLE WELLNESS CENTER

VICTORVILLE, CALIFORNIA

DRN	ECOLR	DRAWING NAME	
CHK	MCCHUNG	SITE PLAN	
VERSION No.	DATE	DRAWING NO.	DIB NAME
		A-10	

MASTER SITE PLAN

	$1^{\circ}=40'-0''$
	SCALE

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