



REPORT TO THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO AND THE SAN DIEGO CITY COUNCIL

DATE ISSUED: June 4, 2020

REPORT NO: HAR20-019

ATTENTION:

Council President and Members of the City Council
Chair and Members of the Housing Authority of the City of San Diego
For the Agenda of June 16, 2020

SUBJECT: Approval of the Fiscal Year 2021 Operating Agreements for the City of San Diego Bridge Shelters Located at 1501 Newton Avenue, San Diego, 92113; 202 C Street, San Diego, 92101; 2801 ½ Sports Arena Boulevard, San Diego, 92110; and 1710 Imperial Avenue, San Diego, 92101; and Approval of a Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the Oversight and Administration of the City's Bridge Shelters

COUNCIL DISTRICT: Citywide

REQUESTED ACTION:

That the Housing Authority of the City of San Diego (Housing Authority) authorize the President & Chief Executive Officer of the San Diego Housing Commission (Housing Commission), or designee, to execute operating agreements, with two one-year options to renew, with Alpha Project for the Homeless to operate the City of San Diego's Bridge Shelter located at 1501 Newton Avenue, San Diego, 92113 and Father Joe's Villages to operate the City of San Diego's Bridge Shelter located at 202 C Street, for the initial term of July 1, 2020, through June 30, 2021; execute an initial operating agreement for a six-month term with Veteran's Village of San Diego, using a sole source procurement process, to operate the City of San Diego's Bridge Shelter located at an interim site location as designated by the City of San Diego; execute the first of two one-year options to renew with Alpha Project for the Homeless to operate the City of San Diego's Bridge Shelter located at 1710 Imperial Avenue, San Diego, 92101; and that the Housing Authority and San Diego City Council approve the Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the oversight and administration of the City's Bridge Shelters.

STAFF RECOMMENDATION

That the Housing Authority of the City of San Diego (Housing Authority) and the San Diego City Council (City Council) take the following actions:

Housing Authority:

- 1) Approve an operating agreement with Alpha Project for the Homeless (Alpha Project) for an initial term of July 1, 2020, through June 30, 2021, with two one-year options to renew, to

operate the City of San Diego's Bridge Shelter located at 1501 Newton Avenue, San Diego, 92113, or alternative locations as designated by the City of San Diego (City), on terms and conditions as set forth in the agreement (Alpha Newton Agreement), as it may be amended upon advice of the San Diego Housing Commission's (Housing Commission) General Counsel; and authorize the execution of the Alpha Newton Agreement in the amount of \$6,403,714.32 for the operating period of July 1, 2020, through June 30, 2021, upon the execution of the proposed Homeless Housing, Assistance and Prevention (HHAP) Program MOU between the City and the Housing Commission, and the appropriation of said funds by the City;

- 2) Approve an operating agreement with Father Joe's Villages (FJV) for an initial term of July 1, 2020, through June 30, 2021, with two one-year options to renew, to operate the City of San Diego's Bridge Shelter located at 202 C Street, San Diego, 92101, or alternative locations as designated by the City, on terms and conditions as set forth in the agreement (FJV Agreement), as it may be amended upon advice of the Housing Commission's General Counsel; and authorize the execution of the FJV Agreement in the amount of \$4,747,087.40 for the operating period of July 1, 2020, through June 30, 2021, upon the execution of the proposed HHAP MOU between the City and the Housing Commission, and the appropriation of said funds by the City;
- 3) Approve a six-month operating agreement with Veterans Village of San Diego (VVSD), using a sole source procurement process, for a term of July 1, 2020, through December 31, 2020, or a shorter term with prorated budget, as determined by the Housing Commission to operate the City of San Diego's Bridge Shelter located at an interim site location(s) as designated by the City, on terms and conditions as set forth in the agreement (VVSD Agreement), as it may be amended upon advice of the Housing Commission's General Counsel; and authorize the execution of an agreement with VVSD in the amount of \$1,955,443.05 for six months for the operating period of July 1, 2020, through December 31, 2020, to provide bridge housing and emergency shelter services to persons experiencing homelessness in the City of San Diego, consisting of the following funding source for the initial operating term: City General Funds in the amount of \$1,955,443.05 for the FY 2021 operational budget, allocated by the Housing Commission, contingent upon the appropriation of said funds by the City of San Diego;
- 4) Approve exercising the first of two one-year options to renew and entering into an operating agreement with Alpha Project for the term of July 1, 2020, through June 30, 2021, to operate the City of San Diego's Bridge Shelter located at 1710 Imperial Avenue, San Diego, 92101, or alternative locations as designated by the City, on terms and conditions as set forth in the agreement (Alpha Imperial Agreement), as it may be amended upon advice of General Counsel of the San Diego Housing Commission (Housing Commission); and authorize the execution of the Alpha Imperial Agreement in the amount of \$2,811,328.25 for the operating period of July 1, 2020, through June 30, 2021, upon the execution of the proposed HHAP MOU between the City and the Housing Commission, and the appropriation of said funds by the City;

- 5) Authorize the Housing Commission's President & Chief Executive Officer (President & CEO), or designee, to execute all necessary documents and instruments that are necessary and/or appropriate to implement these approvals, in a form and format approved by General Counsel, and to take such actions necessary and/or appropriate to implement these approvals;
- 6) Authorize the Housing Commission's President & CEO, or designee, to substitute funding sources and/or increase compensation by not more than 20 percent of the total agreement amount for the proposed agreements, if necessary, without further action by the Housing Commission Board of Commissioners (Board), but only if and to the extent that funds are determined to be available for such purposes; and
- 7) Authorize the execution of the Memorandum of Understanding (MOU) between the City of San Diego and the Housing Commission for the oversight and administration of the City's Bridge Shelters.

City Council:

Authorize the execution of the Memorandum of Understanding (MOU) between the City of San Diego and the Housing Commission for the oversight and administration of the City's Bridge Shelters.

SUMMARY

The Housing Commission administers the contracts for the City of San Diego's (City) Bridge Shelter Programs based on an MOU between the Housing Commission and the City that first took effect on November 14, 2017. A renewal of the MOU between the City and the Housing Commission through June 30, 2019, was approved by the Housing Commission Board on May 4, 2018, and by the Housing Authority and City Council on May 22, 2018. A renewal of the MOU between the City and the Housing Commission through June 30, 2020, was approved by the Housing Commission Board on May 3, 2019, and the Housing Authority and City Council on June 11, 2019.

Upon the execution of the HHAP MOU between the City and the Housing Commission, the proposed actions referenced in this report will allow the Housing Commission to enter into the Agreements with Alpha Project, FJV and VVSD in amounts referenced within this report to provide for the continued operations of the Bridge Shelters located at 1501 Newton Avenue; 1710 Imperial Avenue; 202 C Street; and 2801 ½ Sports Arena Boulevard respectively; allow for the initial operating term and subsequent option terms, not to exceed two years, for the Bridge Shelters located at 1501 Newton Avenue and 202 C Street; , and allow for the continued operations for the Bridge Shelter located at 1710 Imperial Avenue for a one-year renewal term, and for the Bridge Shelter located at 2801 ½ Sports Arena Boulevard, for no more than a six-month term, through December 31, 2020, contingent upon the appropriation of funds by the City of San Diego.

Execution of the operator agreements as set forth in this report is contingent on the execution and approval of HHAP MOU between the City and the Housing Commission. All HHAP grant terms will be included in the operator agreements; therefore, the operator agreements attached to this report are considered a draft form.

PROGRAM OVERVIEW

The City of San Diego's Bridge Shelters located at 1501 Newton Avenue, San Diego, CA 92113; 202 C Street, San Diego, CA 92101; 2801 ½ Sports Arena Boulevard, San Diego, CA 92110; and 1710 Imperial Avenue, San Diego, CA 92101, will provide bridge housing year-round (365 days per year) in alignment with Housing First principles, for up to 941¹ persons experiencing homelessness in the City. The programs will provide safe, low-barrier, bridge housing, as well as stabilization and supportive services, to prepare persons experiencing homelessness for the most appropriate longer-term or permanent housing interventions, contributing to the regional goals of ensuring instances of homelessness are rare, brief and non-recurring. The programs operated by Alpha Project will serve single adults experiencing homelessness. The program operated by FJV will serve single adult women, families with children, and transitional-aged youth (TAY). The program operated by VVSD will serve veterans.

Operator Experience

Alpha Project is a well-established homeless service provider with more than 20 years of experience meeting the needs of individuals and families experiencing homelessness. The organization has evolved over that time to keep pace with best practices, following nationwide models. Through its array of housing and supportive services, Alpha Project serves more than 4,000 men, women and children on an annual basis. The organization follows a Housing First model, which recognizes the need to provide housing and shelter without preconditions, in conjunction with the provision of supportive services. Alpha Project has been serving families experiencing homelessness since 1995 through permanent supportive housing programs, and in the past several years, through federally funded rapid rehousing programs. They also have many years of experience in successfully operating several shelters, including the City of San Diego's Winter Shelter from Fiscal Year 2010 to Fiscal Year 2015, the City of San Diego's temporary campground that was opened during the fall of 2017 in response to the City's health crisis, and the City of San Diego's Bridge Shelter program for flexible populations, which opened in November 2019 and serves 139 individuals daily. Alpha Project also currently operates the Bridge Shelter program for single adults, located at 1501 Newton Avenue, San Diego, 92113, which opened in December 2017 and serves 324 individuals daily. In addition to its portfolio of interim shelters, rapid rehousing and permanent supportive housing programs, Alpha Project coordinates a variety of services for its clients, including substance abuse treatment, employment readiness and placement, transportation assistance and healthcare, and has developed innovative programs that support persons with lived experience to engage with the local community, and provide peer-to-peer outreach through their Wheels of Change and Take Back the Streets programs.

FJV has empowered individuals and families experiencing homelessness and poverty to achieve self-sufficiency for 70 years. As one of San Diego's largest residential homeless service providers, FJV houses more than 2,000 persons daily and typically serves more than 14,000 individuals per year. Housing solutions offered by FJV include transitional housing, rapid rehousing, interim housing, permanent supportive housing and affordable housing. FJV currently operates the Day Center for Homeless Adults located at 17th and Imperial in the East Village neighborhood of

¹ Total bed capacity per shelter may change based on future and/ or ongoing social distancing requirements issued by County of San Diego Department of Public Health. Any reduction in the approved budget due to changes in bed capacity will be reflected through administrative amendments to the budget. Note that this would not be a one-for-one reduction in costs, as some economies of scale may be lost in a reduced bed capacity scenario.

Downtown San Diego, the Bridge Shelter for single adult women, families with children, and TAY at 202 C Street, San Diego, CA 92101, a TAY rapid rehousing program, Interim Shelter beds at the Paul Mirabile Center located on their main campus in East Village, a permanent supportive housing program, and part of the City of San Diego's Inclement Weather Shelter program. FJV provides for the basic services to meet the most fundamental needs of clients while also generating opportunities for engagement toward housing stability. The organization follows a Housing First model, which recognizes the need to provide housing and shelter without preconditions, in conjunction with the provision of supportive services to ensure low-barrier entry into housing programs.

VVSD has served the veteran population since 1981 and offers a full range of comprehensive, innovative services for military veterans, including appropriate housing solutions, homeless court, employment and training, rehabilitation and mental health services. Each year VVSD provides services to more than 3,000 veterans throughout the County of San Diego. VVSD offers housing option to veterans who are homeless or at imminent risk of becoming homeless. Housing options include permanent supportive housing, bridge housing, and transitional housing, each solution including case management and supportive services. VVSD has adapted program models to incorporate national best practices and the Housing First model into housing and delivery of services. VVSD coordinates the annual "Stand Down" event, three-day, two-night intervention program supporting more than 800 veterans experiencing homelessness and their families. The event is supported by more than 3,000 volunteers and more than 150 service providers.

Program Design

The Bridge Shelters will provide persons who are experiencing homelessness and have not been successfully diverted from the homeless assistance system with bridge housing, emergency shelter and diverse on-site supportive services, including but not limited to, stabilization and housing relocation services.

The Bridge Shelters will utilize trauma-informed care, motivational interviewing, and a harm reduction model, which does not require sobriety but addresses heavy drinking and/or drug use and its consequences. The system design will effectively serve participants in a welcoming and solutions-focused environment. All services will be easily accessible and evaluated for effectiveness on a regular basis.

Alpha Project, FJV and VVSD will adhere to all Regional Task Force on the Homeless (RTFH) performance standards and requirements, including recommendations from the RTFH regional planning process for creation of a Homeless Crisis Response System.

The Bridge Shelters will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies.

Program Components

- 1) Housing First program with low barriers to entry and operations;
- 2) Housing-focused program that aims to resolve clients' homelessness as quickly as possible while meeting clients' basic needs;

- 3) Participate in intakes, screenings, assessments and case conferencing or other integral components of CES as appropriate and established by RTFH community standards and policies;
- 4) Access to case management services, including but not limited to:
 - a) A formal intake and move-in process, as defined by program policies and procedures;
 - b) Self-sufficiency needs assessment, as established by the Contractor based on best practices for the population served, or as established by RTFH community standards and policies;
 - c) Development of client housing plan, including stabilization strategies and client goals and objectives;
 - d) Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate, including an area where supportive services and permanent housing staff from partner agencies can connect with clients;
 - e) Assistance in locating safe and affordable permanent or other longer-term housing opportunities for clients, including determining diversion opportunities or housing interventions outside of CES;
 - f) Assistance with housing applications and supportive and subsidized housing paperwork; and
 - g) Advocacy for clients with prospective landlords.
- 5) Basic Services, including but not limited to:
 - a) Appropriate 24-hour residential services and staffing;
 - b) A maximum of 324 beds at the Newton Avenue site and 288 beds at the C Street site for persons experiencing homelessness in a temporary sprung structure and a brick-and-mortar building, respectively, that demonstrate compliance with all permitting and regulatory requirements; any adjustments to the bed count must be approved by the Housing Commission and the City, and be in compliance with all permitting and regulatory requirements;
 - c) At least two meals per day;
 - d) Showers, wash stations, restrooms, laundry facilities, and belongings storage for clients, in an environment compliant with the Americans with Disabilities Act (ADA);
 - e) Routine operating supplies, including but not limited to hygiene products;
 - f) Telephone access and message services, including an ADA-compliant telephone as supplied by the Commission;
 - g) Janitorial and routine maintenance services;
 - h) Waste removal and disposal services;
 - i) Regularly laundered linens;
 - j) Access to testing for communicable diseases provided directly by the City or County of San Diego (including but not limited to Hepatitis A); and
 - k) Any other services as set forth in the Budgets attached to the respective Agreements.

- 6) Quarterly collection of client satisfaction data and quarterly reporting to the Housing Commission, summarizing how client satisfaction data was collected during the reporting period, the assessment of the data, and how the findings were incorporated into service delivery and program design.

General Standards

Alpha Project, VVSD and FJV will:

- Maintain a Community Engagement/Good Neighbor Plan for the area surrounding their respective program sites;
- Provide quarterly reporting to the Housing Commission on community engagement efforts, as described in Contractor's Community Engagement/Good Neighbor Plan;
- Designate a point-of-contact who is available at all times to address issues that may arise at the respective program sites and coordinate security issues with SDPD;
- Conduct outreach and engagement efforts in the geographic locations where individuals and families experiencing homelessness reside in the City;
- Provide 24-hour security and site control to ensure a safe environment at the respective program sites for clients, volunteers and others who may come in contact with the program;
- Report all critical incidents to the Housing Commission as soon as possible, but no more than 24 hours after the incident occurred;
- Maintain an emergency preparedness plan, and provide a copy of the plan to the Housing Commission;
- Participate in CES as established by RTFH;
- Support the efforts of the RTFH and the Youth Homelessness Demonstration Program Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth (TAY) experiencing homelessness;
- Participate in and utilize the 2-1-1 database, Community Information Exchange, to the maximum extent possible that aligns with the program's objectives and services and is appropriate for the model of service delivery;
- Actively participate in compliance and performance monitoring and improvement activities required by the Housing Commission;
- Participate in any Housing Focused Shelter training provided by the Housing Commission or RTFH as directed by the Housing Commission;
- Maintain appropriate policies and procedures for Bridge Shelter operations, including intake and low-barrier guidelines for community living, which will be displayed on-site at all times, and various means for participants to provide feedback to and input into the shelter;
- Enter and maintain data in the RTFH-approved Homeless Management Information System (HMIS), comply with the HMIS Policies and Procedures in effect during the period of this Agreement, including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry;
- Maintain a written drug and alcohol free policy for staff that is posted/displayed at the respective program sites at all times, which will include and describe the disciplinary

action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol; and

- Administering contracts with a third-party vendor for the provision of showers, hand washing stations, restrooms, and laundry facilities as well as the daily cleaning and ongoing maintenance of these items.

Property Management

Alpha Project, VVSD and FJV will:

- Maintain a secure and healthful environment for delivery of all services;
- Provide for site control, prompt maintenance and repair, utilities, security, janitorial services, and waste removal and disposal; and
- Maintain a fire escape emergency plan, fire watch, and comply with Fire Marshal inspections and recertifications as needed.

The City is the lessee of the Newton Avenue program site.

- Alpha Project may be required to execute a tenancy agreement with the City, setting forth all of Alpha Project's maintenance and repair obligations and any other responsibilities related to site control, if and to the extent required by the City.
- Other and further obligations as are set forth in the Scope of Work referenced in the final contract.

The City is the owner of the C Street program site.

- FJV may be required to execute a tenancy agreement with the City, setting forth all of FJV's maintenance and repair obligations and any other responsibilities related to site control, if and to the extent required by the City.
- Other and further obligations as are set forth in the Scope of Work referenced in the final contract.

VVSD will:

- Maintain a secure and healthful environment for delivery of all services;
- Provide for site control, prompt maintenance and repair, utilities, security, janitorial services, and waste removal and disposal; and
- Maintain a fire escape emergency plan, fire watch, and comply with Fire Marshal inspections and recertifications as needed

The City is the lessee of the program site.

- VVSD may be required to execute a tenancy agreement with the City, setting forth all of VVSD's maintenance and repair obligations and any other responsibilities related to site control, if and to the extent required by the City.
- Other and further obligations as are set forth in the Scope of Work referenced in the final contract.

CONTRACT SELECTION PROCESS

On January 24, 2020, the Housing Commission issued a Request for Proposals (RFP) for the operation of the Bridge Shelter located at 1501 Newton Avenue and an RFP for the operation of the Bridge Shelter located at 202 C Street, seeking contractors to operate the Shelters. Both RFPs were posted and made available for download on the PlanetBids website through both the Housing Commission and the City's portals. Through the PlanetBids system, 106 vendors were notified. A pre-proposal meeting was held on January 30, 2020. Representatives from two agencies were in attendance.

At the RFP closing February 21, 2020, 1 proposal was received for each RFP. Subsequent to the closing, a responsiveness review was conducted with all proposals determined to be responsive. A source selection committee evaluated, scored and ranked the responses based on the following criteria: Operations and Supportive Services, Program Concept and Case Management Plan, Organizational Experience and Capacity, Community Considerations and Projected Costs. After a comprehensive review and consideration, the selection committee recommended the Housing Commission enter into negotiations and subsequently award the contracts to Alpha Project and FJV. If the Housing Authority approves, the contracts will be executed.

The Housing Commission requests to award the six-month contract to VVSD using a non-competitive process to continue operating the City's Bridge Shelter located at 2801 ½ Sports Arena Boulevard, San Diego, 92110. A sole source justification process was also utilized in Fiscal Year 2018 when VVSD was awarded the contract to operate the Veteran Bridge Shelter following the declaration of a local health emergency due to a threat to public health caused by the spread of the Hepatitis A virus. The sole source was justified in part due to an FY 2015 contract awarded to VVSD to operate a Housing Our Heroes Project after it successfully responded to an RFP issued by SDHC. VVSD operated the program through its sunset on October 31, 2018, and performed per contract requirements. Staff thus requested a sole source contract with VVSD to operate the Veteran Bridge Shelter based on that procurement as a prudent and justified procurement method due to the fact that procurement of said services would potentially cause unnecessary delay and perpetuate the Hepatitis A infection among homeless populations. The request was approved by both the Housing Commission Board and Housing Authority, and the contract was awarded in accordance with the Housing Commission's Statement of Procurement Policy Section 14.2.

The sole source procurement process will be utilized again due to the pending sale of the property, owned by the United State Navy, where the Veteran Bridge Shelter is located. The timing of the need to transition from the Navy property to a new site remains undetermined. Since the shelter at its current location is not anticipated to continue beyond December 31, 2020, at the latest, Housing Commission staff have determined the most appropriate approach to awarding the contract is a sole source procurement process to continue operations, mitigate potential service gaps, and ensure no unnecessary disruption for clients. Moreover, VVSD has performed per contract requirements in the operation of the Veteran Bridge Shelter. VVSD follows a Housing First model, which recognizes the need to provide housing and shelter without preconditions, in conjunction with the provision of supportive services to ensure low-barrier entry into housing programs.

A procurement process is not required for the Bridge Shelter located at 1710 Imperial Avenue since the contract was previously award to Alpha Project to operate the Bridge Shelter and is undergoing a renewal process to exercise the first of two one-year option to renew.

AFFORDABLE HOUSING IMPACT

As San Diegans continue to live in a City-declared housing emergency “shelter crisis,” the need for immediate housing assistance is critical to the well-being of community members. The Bridge Shelters serve this purpose by providing bridge housing and emergency shelter services to persons experiencing homelessness. Participants in this program represent some of San Diego’s most vulnerable citizens, as 100 percent of participants are homeless, with low-to-moderate incomes.

FISCAL CONSIDERATIONS

The City of San Diego will fund these Bridge Shelter programs with City funds in the total amount of \$15,917,573.02. The funding sources for FY2021 will be City General Funds for VVSD, and Homeless Housing, Assistance, and Prevention Program (HHAP) funds for Alpha (Newton and Imperial) and FJV Bridge Shelters. The allocation of HHAP funds as set forth herein will occur upon execution of an MOU transferring HHAP funds and obligations under the grant agreement to the Housing Commission.

Upon the approval and execution of the HHAP MOU, the table below provides an overview of the funding allocations:

Operator	FY 2021	FY 2022*	FY 2023*
Alpha Project (Newton)	\$6,403,714.32	\$6,403,714.32	\$6,403,714.32
FJV	\$4,747,087.40	\$4,747,087.40	\$4,747,087.40
VVSD* (6 months)	\$1,955,443.05		
Alpha Project (Imperial)	\$2,811,328.25	\$2,811,328.25	\$2,811,328.25
TOTAL	\$15,917,573.02	\$13,962,129.97	\$13,962,129.97

*It is anticipated that the City will commit state Homeless Housing, Assistance, and Prevention Program (HHAPP) funding toward future option year renewals. Option years will be exercised contingent upon the appropriation of said funds by the City for that purpose.

EQUAL OPPORTUNITY/CONTRACTING

Alpha Project, FJV and VVSD are local nonprofits. As nonprofits, Alpha Project, FJV and VVSD are not subject to the requirement to submit a Workforce Report.

PREVIOUS COUNCIL and/or COMMITTEE ACTION

On December 10, 2019, the Housing Authority authorized the sixth amendment to the MOU to

expand the Bridge Shelter for Families and Single Women, located at Golden Hall at 202 C Street, San Diego, 92101, and to allocate funds to provide services to transitional-aged youth at the Golden Hall Bridge Shelter (Resolution No. HA-1838).

On October 15, 2019, the Housing Authority approved a one-year operating agreement with Alpha Project and two options to renew the Agreement to operate a fourth Bridge Shelter located at 1710 Imperial Avenue, San Diego, 92101. The MOU for oversight and administration of the City's Bridge Shelter program was amended to include the new City of San Diego Bridge Shelter located at 1710 Imperial Avenue, San Diego, 92101 (Resolution No. HA-1835).

The most current renewal of the MOU for oversight and administration of the Bridge Shelters from July 1, 2019, through June 30, 2020, was approved by the Housing Authority (Resolution HA-1817) and City Council (Resolution R-312514) on June 11, 2019. This resolution included a fourth amendment to provide for continued operations of the Women and Family Program at Golden Hall, 202 C Street, San Diego, CA 92101.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders for this project include: shelter residents and Alpha Project and FJV as the sub-recipients administering the Bridge Shelter programs. The programs are expected to have a positive impact on the community as it will provide shelter and services to 612 persons otherwise experiencing homelessness.

ENVIRONMENTAL REVIEW

Based on funding sources, the Environmental Reviews for the Bridge Shelters are as follow:

Bridge Shelter for Families and Single Women (Father Joe's Villages):

This project is not subject to CEQA pursuant to California Government Code section 8698.4, which provides that actions taken by a city to lease, convey, or encumber land owned by a city, or to facilitate the lease, conveyance, or encumbrance of land owned by the local government for, or to provide financial assistance to, a homeless shelter is not subject to CEQA. In addition, this activity is not subject to CEQA pursuant to Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Since there are no federal funds being used for this action, National Environmental Policy Act environmental clearances are not required at this time.

Bridge Shelters for Single Adults (Alpha Project) and Bridge Shelter for Veterans (VVSD):

The activities described in the report are not a project as defined in California Environmental Quality Act (CEQA) Section 15378(b)(5) as they are administrative activities of government that will not result in direct or indirect physical changes in the environment and, therefore, are not subject to CEQA pursuant to Section 15060(c)(3) of the State CEQA Guidelines. Nevertheless, they would be categorically exempt under multiple separate provisions of CEQA, including Section 15301 for existing facilities involving negligible or no expansion of the existing use. This determination is not appealable and a Notice of Right to Appeal the Environmental Determination (NORA) is not required. A final reservation of federal funds shall occur only upon satisfactory completion of a National Environmental Policy Act (NEPA) review. A preliminary determination has defined the activities contemplated herein, including operation of the facility, to be categorically excluded from NEPA pursuant to Section 58.35(b)(2) and 93) and exempt per Section 58.34(a)(3) and (4) of Title 24 of the Code of Federal Regulations. The parties agree that the

provision of any federal funds to the project is conditioned on the City of San Diego's final NEPA review and approval.

COVID-19 Operations

Activities described in the report relating to temporary operations at alternative sites in response to the COVID-19 pandemic are exempt from CEQA pursuant to CEQA Guidelines Sections 15269(c) (Emergency Projects) and 15359 (Emergency). This action is necessary to prevent or mitigate an emergency, and is also necessary to address a sudden and unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate the loss of, or damage to, life, health, property, or essential public services related to the novel coronavirus – COVID-19 pandemic. The COVID-19 pandemic, if left unaddressed, will result in an immediate short-term public health crisis, and this action is necessary to prevent or mitigate loss of life, health, and essential public services. The action involves immediate action necessary to provide social distancing within the City's homeless facilities necessary to mitigate the COVID-19 pandemic.

The Amendment to the Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the oversight and administration of the City's Bridge Shelters and Other Actions Related to Operation of the Bridge Shelters located at 1501 Newton Avenue and 202 C Street are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense) which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The Common Sense Exemption is applicable where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This would not, on its own accord, cause a significant effect on the environment.

Respectfully submitted,

Approved by,



Lisa Jones
Senior Vice President
Staff
Homeless Housing Innovations

Jeff Davis
Executive Vice President & Chief of
San Diego Housing Commission

Attachments:

1. Alpha Newton Draft Agreement
2. Alpha Imperial Draft Agreement
3. FJV Draft Agreement
4. VVSD Draft Agreement
5. Bridge Shelters Final MOU

Docket materials are available online in the "Governance & Legislative Affairs" section of the San Diego Housing Commission website at www.sdhc.org.

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR CITY OF SAN DIEGO BRIDGE SHELTER FOR SINGLE ADULTS
WITH
ALPHA PROJECT FOR THE HOMELESS

Contract No. HHI-20-20

THIS AGREEMENT, entered into this _____ day of _____ 2020,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
(619) 231-9400

and the Contractor:

ALPHA PROJECT FOR THE HOMELESS
3737 Fifth Avenue, Suite 203
San Diego, California 92103
(619) 542-1877

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate the City of San Diego Bridge Shelter for Single Adults (the “Program”) as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Work, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. HHAP Grant Agreement, Contract Attachment No. 4

103. TIME OF PERFORMANCE

a. Initial Term

All services required pursuant to this Agreement shall commence effective July 1, 2020 through June 30, 2021.

b. Option to Extend Term

The President and Chief Executive Officer of the Commission, or his or her designee, may at his/her election extend the term of the Agreement to the Contractor for two additional one-year terms, by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions set forth as set forth in Section 225. The Option Periods shall only be available to Commission in the event that Commission obtains the appropriate approvals from the Housing Commission Board and the Housing Authority of the City of San Diego ("Housing Authority").

Only one option may be exercised at any one time during any term of the Agreement. The option to extend the Agreement may be granted by the Commission in its sole discretion and is dependent upon the availability of funds and budget approval by the Housing Authority. The compensation to be paid the Contractor during any optional terms shall be the compensation set forth in Contract Attachment No. 3.

Nothing contained in this Agreement shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 225 herein.

104. **COMPENSATION AND METHOD OF PAYMENT**

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule," attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of SIX MILLION FOUR HUNDRED THREE THOUSAND SEVEN HUNDRED FOURTEEN AND 32/100 DOLLARS (\$6,403,714.32). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission. Commission pre-approved line item budget adjustments are permitted given that in no event will the total compensation exceed the maximum compensation as set forth herein. Further, in no event shall the revised line item exceed the amount

that is reasonable for the line item.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("Housing Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement. Provided the Contractor is not in default under the terms of this Agreement, the Commission shall compensate Contractor for all accrued costs/expenses incurred pursuant to this Agreement up until the effective date of cancellation or termination of this Agreement by the Commission.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the Contractor's staff. Such requisition shall at a minimum: (1) reference the contract number assigned hereto; (2) reference the purchase order assigned; (3) describe the services performed in detail, as specified in Contract Attachment No. 2; and (4) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

Upon execution of this Agreement, the Commission will disburse one month's worth of funding in advance by the first of each month. Contractor will provide proof of spending by the 18th of the following month. Upon reconciliation, any variances will be deducted from or added to the following disbursement. The Commission reserves the right to delay disbursement if proof of spending is not submitted in a timely manner. Contractor will return any unspent funds within 30 days of the Commission's fiscal year end.

d. Funding Source

During the initial term of this Agreement and during any Option Periods, where exercised, Commission retains the right to modify the funding source(s) as necessary, including but not limited to, HHAP funds, City General Funds, unrestricted local funds, and federal funds to the extent available and permitted.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

Signature Page to Agreement for City of San Diego Bridge Shelter for Single Adults services with Alpha Project For The Homeless (Contract No. HHI-20-20):

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

ALPHA PROJECT FOR THE HOMELESS

By: _____
Robert McElroy
CEO/President

Date: _____

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Jeff Davis
Executive Vice President and Chief of Staff

Date: _____

By: _____
Lisa Jones
Senior Vice President of Homeless Housing Innovations

Date: _____

By: _____
Debra Fischle-Faulk
Vice President of Procurement and Compliance

Date: _____

Approved as to Form:

Christensen & Spath LLP

By: _____
Charles Christensen
General Counsel for San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the Contractor as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission or where it is already in the public domain through no fault of the Contractor. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as authorized by the Commission or where it is already in the public domain through no fault of the Contractor. Nothing contained herein shall preclude Contractor from discussing Contractor's operations of the Temporary Bridge Shelter for Single Adult Women and Families.

204. Conflict of Interest

(a) For the duration of this Agreement, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Housing Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either.

Should no agreement regarding modification be reached, Commission may terminate this Agreement with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee. The liability of the Contractor under the terms of this Section 205 shall be capped at the amount of \$2,000,000.00 per occurrence, except that no cap shall apply to any claim arising from the Contractor's sole gross negligence or sole willful misconduct.

206. Insurance

(a) Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below:

		Initials			Initials
<input checked="" type="checkbox"/>	General Liability \$2,000,000.00	_____	<input checked="" type="checkbox"/>	Workers Compensation \$1,000,000.00	_____
<input checked="" type="checkbox"/>	Automobile Liability \$500,000.00	_____	<input type="checkbox"/>	Other: \$	_____

(b) This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The Commission, the Authority, and the City of San Diego ("City"), shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Commission, the Authority, and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

(c) If the box shown below, marked "Errors and Omissions" is checked and initialed, then professional errors and omissions liability coverage is also required in the amount stated below:

		Initials
<input checked="" type="checkbox"/>	Errors and Omissions \$1,000,000.00	_____

(d) For any claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required to be purchased and maintained by the Contractor shall be primary and non-contributory to any insurance carried by the Commission, the Housing Authority and/or the City of San Diego.

(e) All insurance required to be purchased and maintained by the Contractor shall be endorsed with a waiver of subrogation. Contractor's insurers, in their endorsements, agree to waive all rights of subrogation against the Commission, the Housing Authority, the City of San Diego, and their employees and agents for losses paid by Contractor's insurers that arise out of or in connection with Contractor's performance under this Agreement.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Agreement, the Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the Contractor will report to the project manager, payments made to all vendors by month, contract to date and percentage of overall contract value.

(b) Contractor and each subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Work Force Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.

(c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law.

(d) If any underrepresentation is found after submission of Contractor's workforce report, the Commission may request an Equal Employment Opportunity Plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within thirty (30) days. Once the EEOP has been approved by the Commission, the Contractor must adhere to said plan. In the case of multi-year contracts, the Contractor will be required to submit annual workforce reports and EEOP updates as requested.

(e) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be disbarred from participating in Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

(a) No services covered by this Agreement shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors,

and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated. Such efforts shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (v) using the services and assistance of the Small Business Commerce.

(i) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(ii) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(iii) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(iv) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

211. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the

Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Agreement may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Specifications/Scope of Work of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Agreement.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority, or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

(a) Termination for Convenience. This Agreement may be terminated by the Commission on thirty (30) days' written notice to the Contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

(b) Termination for Lack of Funding. Should funding become unavailable at any point during any term of this Agreement, Commission may terminate this Agreement upon thirty (30) days written notice.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this

Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

This Agreement represents the sole and entire agreement between the Commission and Contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Laws of State of California

This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the

Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

(b) Establish a drug-free awareness program to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace.

(ii) The Contractor's policy of maintaining a drug-free workplace.

(iii) Any available drug counseling, rehabilitation and employee assistance programs.

(iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by subdivision 221(a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is not contemplated that the work performed under this Agreement constitutes a public work. If at any time work does trigger additional labor provisions, it is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

☐ If checked, additional state prevailing wage terms are contained in Attachment No. 6.

☐ If checked, additional federal prevailing wage terms are contained in Attachment No. 6.

224. Contract Work Hours and Safety Standards Act

In the event Contractor's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$100,000, and uses Federal funds, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

225. Extension of Contract Term

(a) Provided, that the Contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be exercised by the Contractor.

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the Contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.

(e) The Commission and Housing Authority hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a prorata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the Commission and/or Housing Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of

Services.

226. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall assure that each principal of the Contractor that is supervising the Contractor's work under this Agreement shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700) with the City Clerk's Office of the City of San Diego, a copy of which is attached to this Agreement, if applicable, at the following times:

- (a) Upon execution of this Agreement;
- (b) Annually on or before April 1 of each year;
- (c) Within thirty (30) days after completion of the Agreement.

Said form will be filed within ten (10) days of written notice from the Commission to the Contractor.

227. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- (a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- (b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

228. Section 3 Contract Clauses (as applicable)

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a

notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

229. Audit Requirements

Where this Agreement is funded by federal funding, 24 CFR 84.26 requires that nonprofit institutions and institutions of higher education shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All entities other than non-profit institutions shall be subject to the audit requirements of HUD or the prime recipient as incorporated into the award document.

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to

those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

230. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence 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;

(b) If any funds other than Federal appropriated funds have been 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions;

(c) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and

(d) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 U.S.C. 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

231. Energy Conservation.

Provided this Agreement uses Federal funds, Contractor hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

232. Disputes.

Provided that any source of funds for this Agreement is obtained from Federal sources, then this Agreement shall be subject to the Contract Disputes Act of 1978, as amended, (41 USC 601-613), and except as expressly otherwise provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under the terms of this clause by litigation in State Court. If this Agreement is solely funded from Non-Federal funds, then all disputes shall be resolved by litigation in San Diego County Superior Court, Downtown Branch, after first attempting resolution of the

dispute through non-binding mediation.

233. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. The Commission and Contractor agree that in order to expedite the execution process, facsimile or electronically conveyed signatures will be considered and accepted as legally binding.

234. Sanitary Conditions

Contractor shall maintain sanitary conditions at the Program Location for the duration of the Agreement, as determined by Commission in its sole discretion.

235. Remedies Upon Default

The failure of the Contractor to perform each and every, covenant of the Contractor, in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the scope of work (in the case of Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, the achievement of good faith efforts to meet the goals, outcomes, and outputs shall constitute compliance), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize health, safety or the general welfare of the clients of the Contractor and/or members of the public, the Commission shall give seven (7) day-notice written to cure any breach to the Contractor. In the event that a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to cancel the Contractor's right to proceed and to cause another contractor or the Commission to take over the duties under the terms of the contract, to sue for damages, specific performance and/or to seek an injunction, among other remedies. In determining whether there is a breach by Contractor concerning Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, good faith efforts as reasonably determined by the Commission shall not constitute a breach. In the event of life, safety and/or general welfare of the clients of the Contractor or the general public arises, the Commission shall have the right to terminate the Contractor's right to continue to proceed with without a notice to cure. In addition, the Commission shall have the right to recoup any and all monies that may have been advanced to the Contractor and that have not been earned.

The failure of the Commission to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. The Contractor shall give seven (7) days written notice to cure any breach to the Commission. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the "City") and the San Diego Housing Commission's (the "Commission") comprehensive approach to ending homelessness, Contractor will operate the City of San Diego Bridge Shelter for Single Adults (the "Program"). Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier bridge housing and emergency shelter, as well as stabilization and supportive services, to prepare persons experiencing homelessness for the most appropriate permanent or other longer-term housing solutions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

The Program supports the City of San Diego's Community Action Plan (the "Action Plan"), which provides a roadmap for addressing and ending homelessness in the City. The Action Plan identifies Bridge Shelters as critical entry points to the City's Crisis Response System, and necessary to facilitate permanent housing placements. The Program is an important component to the vision, principles, and strategies identified within the Action Plan for a more comprehensive, humane, and effective approach to addressing and ending homelessness in San Diego.

2. PROGRAM SITE LOCATION

Contractor will operate the Program at the cul-de-sac of 16th and Newton Avenue in San Diego, CA. The Program will operate seven days per week, 24 hours per day, including holidays ("Program Operating Schedule").

3. ADMINISTRATIVE OFFICE LOCATION

Contractor will maintain an administrative office at 3737 5th Ave #203, San Diego, CA 92103. The days and hours of operation are Monday through Friday from 8:00AM to 5:00PM.

4. PROGRAM DESCRIPTION

The Program will provide persons who are experiencing homelessness and have not been successfully diverted from the homeless assistance system, with bridge housing, emergency shelter, and diverse onsite supportive services, including but not limited to, stabilization and housing relocation services. The Program is intended to be a short-term solution to assist individuals in transitioning to the most appropriate longer term or permanent housing resource available in the community. All services provided by the Program are focused on supporting an individual to access permanent or other longer term housing as quickly as possible.

The Program will utilize trauma-informed care, motivational interviewing, and a harm reduction model. The Contractor's corporate culture must support this environment and be reflected in client interactions and within the daily operations of the Program. The system design will serve clients in a welcoming and solutions-focused environment. All services must be client-centered, housing-focused, and easily accessible to clients. Services must be

evaluated for effectiveness and adherence to approved policies and procedures on a regular basis with course corrections implemented as necessary to maintain program fidelity.

The Contractor will adhere to all Regional Task Force on the Homeless (RTFH) performance standards and requirements.

The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies.

5. PROGRAM SERVICES

Contractor shall ensure the following services are provided under this Agreement:

a. Target Population/Geographical Area

The Program will prioritize single adults experiencing homelessness who are enrolled in a permanent housing intervention and in the process of identifying permanent housing. All other beds will be prioritized for persons experiencing unsheltered homelessness within the City who require immediate shelter and access to services.

b. Program Eligibility

1) Each Program client will be:

- a) Persons who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4);
- b) Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and
- c) Age 18 or older.

2) In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility and continued stay include, but are not limited to, the following:

- a) Sobriety and/or commitment to be drug-free;
- b) Requirements to take medication if the client has a mental illness;
- c) Participation in religious services or activities;
- d) Participation in drug treatment services (including NA/AA);
- e) Payment or ability to pay; nor
- f) Identification.

c. Program Components

1) Housing First program with low barriers to entry and operations;

- 2) Housing-focused program which aims to resolve clients' homelessness as quickly as possible while also meeting client's basic needs;
- 3) Participation in intakes, screenings, assessments, and case conferencing or other integral components of CES as appropriate and established by RTFH community standards and policies;
- 4) Access to case management services, including but not limited to:
 - a) A formal intake and move-in process, as defined by Program policies and procedures;
 - b) Self-sufficiency needs assessment, as established by the Contractor based on best practices for the population served, or as established by RTFH community standards and policies;
 - c) Development of client housing plan, including stabilization strategies and client goals and objectives;
 - d) Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate; including an area where supportive services and permanent housing staff from partner agencies can connect with clients;
 - e) Assistance in locating safe and affordable permanent or other longer-term housing for clients; including determining diversion opportunities or housing interventions outside of CES when appropriate;
 - f) Assistance with housing applications and supportive and subsidized housing paperwork;
 - g) Advocacy for clients with prospective landlords;
- 5) Basic Services, including but not limited to:
 - a) Appropriate 24-hour residential services and staffing;
 - b) A maximum of 324 beds for persons experiencing homelessness in one (1) temporary Sprung structure that demonstrates compliance with all permitting and regulatory requirements; any adjustments to the bed count must be approved by the Commission and the City, and be in compliance with all permitting and regulatory requirements;
 - c) At least two (2) meals per day;
 - d) Showers, wash stations, restrooms, laundry facilities and/or laundry services, and belongings storage for clients, in an ADA-compliant environment;
 - e) Routine operating and client supplies, including but not limited to hygiene products, basic medical supplies, and cleaning supplies;

- f) Transportation costs for clients such as public transit passes and in-county travel assistance;
 - g) Telephone access and message services, including an ADA-compliant telephone as supplied by the Commission;
 - h) Janitorial and routine maintenance services;
 - i) Waste removal and disposal services;
 - j) Regularly laundered linens;
 - k) Access to testing for communicable diseases provided directly by the City or County of San Diego); and
 - l) Utilities.
- 6) Quarterly collection of client satisfaction data and quarterly reporting to the Commission summarizing how client satisfaction data was collected during the reporting period, the assessment of the data, and how the findings were incorporated into service delivery and program design.
- 7) Outreach
- a) The City's homeless crisis response system and approach to conducting outreach to persons experiencing unsheltered homelessness continues to develop. A more targeted approach to engagement and deeper coordination of outreach efforts across the City, based on emerging best practice, is a critical focus for the City and the Commission. As such, expectations related to service model delivery, and outcome data points related to unsheltered outreach may change significantly during the contracted period. The Contractor is expected to comply with oversight, coordinating efforts, policy and practice direction and modification to program design as directed by the Commission or a designated appointee. The Commission and the City may also consider creating outreach programming independent of the individual shelter programs, therefore approval of proposed budgets and staffing related to outreach efforts is not guaranteed.
 - b) Contractor shall conduct outreach and engagement efforts in the geographic locations where individuals and families experiencing homelessness reside in the City, including streets and parks, with the goals of:
 - (1) Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
 - (2) Determining diversion opportunities or housing interventions outside of CES when appropriate;
 - (3) Administering the community triage and/or common assessment tool, as appropriate and as established by RTFH community standards and policies, or referring individuals to access sites;

- (4) Make efforts to maintain contact with known individuals as frequently as possible to foster deeper engagement and linkage to community resources and longer term and permanent housing options frequently as possible;
- (5) Addressing basic needs, including but not limited to, access to food, clothing, and safety;
- (6) Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate; and
- (7) Maintaining documentation of outreach efforts and clients' choice to accept or refuse resource referrals/opportunities, in a form and format determined by the Commission or as established by RTFH community standards and policies.

d. *Community Engagement*

- 1) Maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Program site, including but not limited to:
 - a) Methodologies for maintaining a clean and safe environment;
 - b) Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
 - c) Providing opportunities for electronic and/or written community feedback; and
 - d) Demonstrates community input has been reviewed and incorporated into operations plan, as appropriate.
- 2) Contractor must provide quarterly reporting to the Commission on community engagement efforts, as described in Contractor's Community Engagement/Good Neighbor Plan.

e. *Security and Site Control*

- 1) Designate a point-of-contact who is available at all times to address issues that may arise at the Program site and coordinate security issues with the SDPD;
- 2) Provide 24-hour security and site control to ensure a safe environment at the Program site for clients, volunteers, and others who may come in contact with the Program.
 - a) Security staffing plans must include any recommendations made by SDPD to ensure site control;
 - b) Security staff will control access to the ingress/egress points, with additional security staff members patrolling the perimeter of the facility and the dormitory areas;
 - c) Security will be responsible for monitoring occupants, enforcing no smoking rules, reporting any emergency situations to the fire or police department, directing occupants to the exits, and directing emergency responders to incident locations;

- d) Staff must be trained on all emergency protocols, including how to alert and evacuate all clients in the event of a fire or emergency; and
 - e) Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage.
- 3) Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred. A critical incident is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of an individual involved with the Program.

f. ***Emergency Preparedness***

Contractor will maintain an emergency preparedness plan, and provide a copy of the plan to the Commission within 60 days of contract effective date. Contractor must provide current emergency preparedness plan at any time during the term of this Agreement within 15 calendar days of request by the Commission. The plan must include, at a minimum:

- 1) Identification of the person(s) at the Program site who is responsible for the initial response and subsequent action to be taken in the event of an emergency (“who’s in charge”) during each shift.
- 2) Emergency phone numbers and resources, as well as a contact protocol for Contractor and Commission staff, accessible to all staff and security at the Program site at all times.
- 3) Emergency evacuation plan, posted/displayed at the Program site at all times, which includes at a minimum:
 - a) Map of designated meeting locations for evacuees;
 - b) Plan for immediate evacuation;
 - c) Plan for delayed evacuation;
 - d) Shelter-in-place procedure; and
 - e) Re-entry procedure.
- 4) Fire escape emergency plan, a fire watch at all times (including hourly logs), and compliance with Fire Marshal inspections and recertifications as needed.
- 5) Emergency procedures for the following events:
 - a) Fire;
 - b) Earthquake;
 - c) Flood;
 - d) Wildfire;
 - e) Tsunami;

- f) Gas leak;
 - g) Power outage;
 - h) Medical emergencies;
 - i) Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations
- 6) Locations of emergency equipment and supplies, posted/displayed at the Program site at all times.
 - 7) Locations of utility and sprinkler shutoffs, posted/displayed at the Program site at all times.

g. *System Coordination*

1) *Coordinated Entry System (CES)*

Contractor will participate in CES as established by RTFH and focus on:

- a) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program clients, when appropriate and as established by RTFH; and
- b) Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.

2) *Youth Homeless Demonstration Program (YHDP)*

- a) To support the efforts of the RTFH and the YHDP Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth (TAY) experiencing homelessness, Contractor staff will participate in trainings related to youth-specific service delivery, when and as determined by the Commission.
- b) In accordance with the YHDP Coordinated Community Plan, Contractor will work with the Commission, RTFH, and the Youth Action Board (YAB) to incorporate suggested program and service changes as applicable to ensure safe and stable environments for TAY.

3) *2-1-1 San Diego Participation*

The Contractor must list the Program along with relevant Program details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, the Contractor must have updated and/or approved the Program service listing in the 2-1-1 San Diego database within the past 12 months. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

4) ***Community Information Exchange (CIE)***

Contractor must participate in and utilize the 2-1-1 database, CIE, to the maximum extent possible that aligns with the Program's objectives and services and is appropriate for the model of service delivery. At minimum, this utilization must include access for direct service staff to log into CIE to view client profiles to aid in the creation of service plans and coordination of care. The Contractor is expected to work with 2-1-1 to identify and implement the most appropriate level of integration for the Program; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

6. PROGRAM STANDARDS AND PERFORMANCE MONITORING

a. ***Compliance, Performance Monitoring, and Improvement Activities***

- 1) Contractor must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
- 2) Contractor will attend and contribute to any meetings or trainings (sharing Contractor's expertise and learning from others), and partner with the Commission in a collaborative improvement process by identifying and implementing improvements.
- 3) Contractor must comply with requirements for care and maintenance of facilities, including participation in semiannual facility inspections by Commission staff, performance of required maintenance, and timely notification of any issues at facilities to Commission staff.
- 4) Commission staff involved in monitoring and/or administering the agreement, and providing guidance or technical support to the Contractor, may visit the Program Site from time to time. Generally, these visits will be prescheduled but that may not always be possible. When Commission staff make unscheduled visits they will do what they can to minimize any disruption and will not unnecessarily ask direct service delivery staff to redirect their time towards the unscheduled visit. However, any cooperation/communication Commission staff may be needed from site staff is expected.
- 5) Contractor shall submit complete policies and procedures to the Commission for review as set forth herein within 60 calendar days of contract effective date. Contractor must provide current policies and procedures at any time during the term of this agreement within 15 calendar days of request by the Commission. Any changes to the policies and procedures shall be submitted to the Commission for review. The Commission reserves the right to request changes to program policies and procedures throughout the term of the Agreement.. Program policies and procedures must include, at a minimum, the following components:
 - a) Project design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, and diversion strategies, including plan for how internal and external resources and partnerships will be utilized to maximize services provided to clients.

- b) Service description and delivery method for the following:
 - (1) Diversion
 - (2) Intake process and eligibility criteria
 - (3) Housing location and system navigation; and
 - (4) Case management including assessment, development of housing plan, case note documentation, issuance of RTFH-approved triage tool for all Program clients, when needed and appropriate.
- c) Program exit procedures/termination policies
- d) Procedure for verifying and documenting homelessness that is compliant with HUD's recordkeeping and reporting requirements and RTFH's community standards, including third-party due diligence after project entry. The procedures must require documentation at intake of the evidence relied upon to establish and verify homelessness and must establish the order of priority for obtaining evidence. Lack of third party documentation should not be a barrier to project entry if the participant is otherwise eligible.
- e) Low barrier guidelines based on Housing First principles, which will be displayed on site at all times; the following criteria may not be used to determine Program eligibility and continued stay:
 - (1) Sobriety and/or commitment to be drug-free
 - (2) Requirements to take medication if the resident has a mental illness
 - (3) Participation in religious services or activities
 - (4) Payment or ability to pay
 - (5) Identification
- f) Contraband control and confiscation policy
- g) Critical incident reporting policies and procedures
- h) Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design
- i) Client grievance policies and procedures
- j) Client confidentiality and privacy/consent (ROI)
- k) Progressive disciplinary policy for clients and procedures for client appeals
- l) Service Agreement/Terms of Service which include reference to violations that lead to immediate termination
- m) Violence Against Women Act (VAWA) policies and procedures and notice of occupancy rights under VAWA; See §§ 574.604(a)(2), 576.409(f), and

578.99(j)(9); The Federal Register publication FR-5720-F-03 reauthorizing the Violence Against Women Act of 2013 can be viewed and referenced at <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

- n) Biohazard waste policies and procedures
 - o) Reasonable Accommodation Requests/Appeal process
 - p) Notice of privacy practices to be provided to clients
 - q) Rights of Persons Served
 - r) Any policy describing how households or individuals outside of the target population are served and/or any exclusionary policies
 - s) Housing First fidelity policies and description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles
- (1) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the Program does not:
 - (a) Require a minimum level of income at entry;
 - (b) Screen out for substance use;
 - (c) Screen out for criminal record except as mandated by Federal, State, or local regulations;
 - (d) Screen out persons with history of victimization (domestic violence, assault, abuse); and
 - (e) Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
 - (2) In addition, the Program does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Program clients determine they want assistance moving into permanent housing.
- t) Mandated reporting staff training and procedures.
 - u) Educational Assurances, if applicable.

b. *Staffing and Training*

Nothing herein shall be interpreted to result in or conclude that the Commission is a joint employer with the Contractor.

- 1) Contractor's job descriptions for supervising case manager, case manager and housing specialist positions must align with mutually agreed upon job descriptions developed by the Commission and the Contractor for all work performed pursuant to this Agreement.

- 2) Contractor shall, upon employment or promotion of staff for any of the above positions, certify in writing to the Commission that Contractor's employees possess the appropriate level of job skills and job knowledge to perform work as set forth in the mutually agreed upon job descriptions.
- 3) Contractor will participate in any Housing Focused Shelter training provided by the Commission or RTFH as directed by the Commission and participate in any future assessments that may be conducted through a third party consultant to assist the Commission, the City and the Contractor in ensuring program design best meets the needs of the population being served, is focused on exits to permanent housing, and aligns with national best practices and regional standards as determined by the Commission and RTFH.
- 4) Contractor will provide documentation of annual training on all mandated subjects (listed below) to all Program operations staff, regardless of length of service;
- 5) Contractor will ensure that all service staff funded by this Program participate in all required trainings as determined by the Commission, which at a minimum will include Homelessness Prevention and Shelter Diversion, Trauma Informed Care, Motivational Interviewing, Harm Reduction, and operating a Housing-Focused shelter program; and
- 6) Contractor will maintain a written drug and alcohol free policy for staff that is posted/displayed at the Program site at all times, which will include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol.

c. ***Housing First¹***

In alignment with HUD, all homeless programming will adhere to Housing First principles as noted below:

- 1) Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements.
- 2) Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

d. ***Program Records***

1) ***Recordkeeping***

- a) The Contractor shall maintain all records required by the Federal regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, City, U.S. Government, or their authorized agent(s),

¹ United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

all Program-related records, documents, and any other financial data or records for review.

- b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files must be password accessible only.
- c) The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

2) ***Homeless Management Information System (HMIS)***

Contractor will enter and maintain data in the RTFH-approved HMIS. Contractor will comply with the HMIS Policies and Procedures in effect during the period of this Agreement including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.

e. ***Mandatory Attendance***

Throughout the year the Commission will host periodic roundtable meetings where the Commission can share information, discuss best practices, and provide technical assistance to providers. Attendance is required at roundtable meetings, including but not limited to, attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.

f. ***Match and Leverage Commitments***

All projects shall provide summary documentation of any matching funds through leveraged or in-kind resources used to enhance program services and operations within 30 days following the end of the Agreement term.

7. **PROGRAM OUTCOMES**

- a. Contractor agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through monthly and term-end reports in a form, format, and submission timeline determined by the Commission and/or the City. Delays in responding to inquiries from the Commission regarding monthly and term-end reports may result in an action of noncompliance.
- b. If stated benchmarks are not met, Contractor may be required to submit a corrective action plan in a form and format determined by the Commission.
- c. For the Agreement term, Contractor shall use good faith efforts to accomplish the following primary Program outcomes and targets:

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
	# of Persons Served	Reporting Only

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Efficient Number of Households Served	# of Persons Exiting the Program monthly	
	# of Persons Remaining in the Program monthly (persons who entered in a previous month and did not exit in the current reporting month) (“Stayers”)	
	Client Demographics/Characteristics	
Exits	Positive Outcome	At least 30% exit to Permanent or Other Longer-Term Housing ²
	Negative Outcome	Less than 20% leave program due to noncompliance with program rules (involuntary exit)
	Exits to Emergency Shelters & Places Not Meant for Human Habitation	Reporting Only
Length of Participation	Average Length of Stay for All Persons Exiting the Program	Reporting Only
	Average Length of Stay for Persons Exiting the Program to Permanent Housing	150 days or less
	Average Length of Stay for All “Stayers” in the Program	Reporting Only
	Length of Participation in Days for all “Stayers”	

² “Other Longer-Term Housing” includes the following destinations, as captured by HMIS: transitional housing for homeless persons (including homeless youth); staying or living with family, temporary tenure; staying or living with friends, temporary tenure; safe haven; foster care home or foster care group home; substance abuse treatment facility or detox center; and long-term care facility or nursing home.

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Housing Stability	Recidivism	No more than 12% of clients exiting to permanent housing return to shelter, safe haven, or supportive services within 6 months of exiting the Program
Improved Self-Sufficiency	% of Adults who entered with income from any source and retained the income at exit	Reporting Only
	% of Adults who gained or increased income from any source at exit	
	% of Adults who entered with employment income and retained the income at exit	
	% of Adults who gained or increased employment income at exit	
Efficient and Effective Use of Community Resources	Occupancy Rate	At least 95%
	Number of Individuals on Program Waitlist	Reporting Only

8. REQUESTS FOR REIMBURSEMENT (“RFR”)

- a. Contractor must complete monthly RFR submittals, including all required supporting documentation, in a form and format determined by the Commission and/or the City, no later than the 15th day of the month after each reporting period, irrespective of the day of the week when the 15th falls.
 - 1) Contractor is subject to all supporting documentation requirements described in the City’s Economic Development Department Operating Manual in effect during the Agreement term. Supporting documentation includes, but is not limited to: legible copies of all pages of invoices and receipts; copies of dated timesheets, approved by the employee; copies of payroll service documents; proof of payment with the check number listed on the bank statement, a copy of the canceled check, or a proof of electronic fund transfer.

- 2) Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.
 - 3) If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.
- b. If all supporting documentation is submitted properly in the RFR submittal, the Commission will attempt to process payment no later than the thirtieth (30th) day of the month in which the RFR was submitted.
 - c. Any delay in the approval of monthly or year-end reporting described herein, as a result of the Contractor's lack of timely response to inquiries from the Commission, may result in delayed reimbursement.

9. REVERSION

Upon the expiration, breach, or termination of this Agreement, the Contractor agrees Commission may reallocate any and all compensation on hand at the time of the expiration or termination or breach, together with any and all accounts receivables attributable to the use of the Compensation, as Commission shall determine in its sole discretion. Commission may procure alternative and/or additional Contractors to perform work in compliance with Commission's Procurement Policy.

10. MEDIA/COMMUNICATIONS

Contractor shall coordinate with and seek the prior written consent and permission of Commission's Communications and Legislative Affairs Department before distributing any printed or electronic materials specific to the Program or of the Program experience of clients funded through this Agreement. Commission's permission shall not be unreasonably withheld, conditioned or delayed and should Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, Commission's approval shall be deemed to have been given.

Contractor further agrees, recognizing the urgency with which media frequently makes requests for information, Contractor shall exhibit a good faith effort to immediately consult with Commission prior to responding to such inquiries.

11. CLOSE-OUTS

- a. Upon the Program closing date, Contractor shall:
 - 1) Return all equipment, less normal wear associated with operating the Program, to a storage site identified by the Commission or City and remove all such items from the Program site; and
 - 2) Return the site to the same condition as received.
- b. Contractor shall be responsible for completing and submitting a close-out packet to include information such as but not limited to total number of clients housed, Program

accomplishments, demographics and financial summary of award for each applicable funding source.

- c. Contractor's obligation to Commission shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:
 - 1) Making final payments;
 - 2) Disposing of Program assets, including the return of all unused materials, Program income balances, and accounts receivable to the Commission; and
 - 3) Determining the custodianship of records.
- d. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period Commission has control over funds related to this Program.

12. COVID-19 EMERGENCY RESPONSE

- a. Services provided under this Agreement shall include the provision of services at other sites as may be deemed necessary or appropriate as determined by the City of San Diego and directed by the Commission to best serve client needs under County, State or Federal directions or restrictions related to mitigating the spread of COVID-19.
- b. While operating under COVID-19 emergency response activities; the number of beds the Contractor is expected to support under the current detailed staffing numbers and related expenses as reflected in the approved budget, will be determined based on the Contractor's, the City's and the City's enlisted partners ability to logistically support the assigned number of beds.
- c. Any necessary adjustments to specific line item amounts as detailed in the Contract Attachment No. 3, will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.
- d. Any proposed increases to the overall budget may be requested in writing by the Contractor. Such requests may be reviewed and approved by the Commission in its sole discretion.

13. DEFINITIONS

TERM	DEFINITION
2-1-1 San Diego³	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.

³ "What is 2-1-1 San Diego." *2-1-1 San Diego*, 211sandiego.org/mission-values/what-is-211/.

TERM	DEFINITION
Bridge Housing⁴	<p>Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible.</p> <p>Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>
Chronically Homeless⁵	<p>A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>

⁴ “Regional Task Force on the Homeless – Community Standards.” *San Diego Regional Task Force on the Homeless*, January 2018, p. 23, www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf.

⁵ “Defining Chronically Homeless Final Rule.” *HUD EXCHANGE*, vol. 80. No. 233, Dec. 2015, p. 75793. *Federal Register*, <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

TERM	DEFINITION
Community Development Block Grant⁶	The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.
Continuum of Care⁷	The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
Coordinated Entry System⁸	The Coordinated Entry System (CES) functions throughout the San Diego region and connects individuals and families experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless (RTFH). Information provided by homeless individuals and entered into the Homeless Management Information System (HMIS) is utilized by RTFH to triage homeless San Diegans into the most appropriate housing intervention.
Critical Incident Report⁹	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.

⁶ “Community Development Block Grant Program – CDBG.” *HUD.GOV*, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

⁷ “Continuum of Care (CoC) Program.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

⁸ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, 23 Jan. 2018, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf

⁹ “Critical Incident Reporting Policy.” *Department of Human Services Medical Services Division-MFP*, www.nd.gov/dhs/info/pubs/mfp/docs/critical-incidents-reporting-policy.pdf.

TERM	DEFINITION
Diversion¹⁰	A strategy used to prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.
Emergency Shelter¹¹	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Matching Funds¹²	The term “matching funds” refers to the amount of project funding that a grantee agrees to provide in return for being awarded partial funding of the same project.
Homeless¹³	<p><u>Category 1:</u> Individual or Family who lacks a fixed, regular, and nighttime residence, meaning:</p> <ul style="list-style-type: none"> • Has a primary nighttime residence that is a public or private place not meant for human habitation; • Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or • Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. <p><u>Category 2:</u> Individual or family who will imminently lose their primary nighttime residence, if:</p> <ul style="list-style-type: none"> • Residence will be lost within 14 days of the date of application for homeless assistance; • No subsequent residence has been identified; and

¹⁰ “Closing the Front Door: Creating a Successful Diversion Program for Homeless Families.” *National Alliance to End Homelessness*, endhomelessness.org/wp-content/uploads/2011/08/creating-a-successul-diversion-program.pdf

¹¹ “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

¹² “Glossary of Terms.” *U.S. Department of Homeland Security*, www.fema.gov/glossary-terms

¹³ “HEARTH Homeless Definition Final Rule.” HUD Exchange, vol. 76, No. 233, Dec. 2011, p. 75999. *Federal Register*, www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf.

TERM	DEFINITION
	<ul style="list-style-type: none"> • The individual or family lacks the resources or support networks needed to obtain other permanent housing. <p><u>Category 4:</u> Any individual or family who:</p> <ul style="list-style-type: none"> • Is fleeing, or is attempting to flee, domestic violence; • Has no other residence; and • Lacks the resources or support networks to obtain other permanent housing.
Homeless Assistance Standards¹⁴	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego.
Homeless Emergency Assistance and Rapid Transition to Housing Act¹⁵	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial changes, including a consolidation of the U.S. Department of Housing and Urban Development's (HUD) competitive grant programs.
Homeless Management Information System¹⁶	A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The San Diego regional HMIS software is called Clarity.
Housing First¹⁷	Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.

¹⁴ "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, www.rtfhdsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

¹⁵ "The McKinney-Vento Homeless Assistance Act, As Amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009." *HUD EXCHANGE*, May 2009, www.hudexchange.info/resources/documents/HomelessAssistanceActAmendedbyHEARTH.pdf

¹⁶ "Homeless Management Information System." *HUD EXCHANGE*, www.hudexchange.info/programs/hmis/.

¹⁷ "Housing First in Permanent Supportive Housing." *HUD EXCHANGE*, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf.

TERM	DEFINITION
Integrated Homeless Outreach Team¹⁸	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing¹⁹	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night.
Memorandum of Understanding²⁰	A Memorandum of Understanding (MOU) is a formal, written agreement between two or more parties that establishes a partnership. Unless an MOU affirmatively states that parties do not intend to be legally bound by its terms, it will generally be considered a binding agreement.
McKinney-Vento Act²¹	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.
Permanent Housing²²	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program client must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless

¹⁸ “Homeless Outreach Team (HOT).” *The City of San Diego*, www.sandiego.gov/homeless-services/programs/hot.

¹⁹ “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, p. 23, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

²⁰ “Establishing a Memorandum of Understanding.” *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

²¹ “Law & Guidance, Part C – Homeless Education.” *U.S. Department of Education*, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg116.html.

²² “Continuum of Care (CoC) Program Eligibility Requirements.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

TERM	DEFINITION
	persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team²³	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless²⁴	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego as well as tracking regional data on the homeless. RTFH is also the administrator of the central HMIS for the region.
San Diego Housing Commission and SDHC²⁵	The San Diego Housing Commission or SDHC (when used in this document these terms are synonymous) provides affordable, safe, and quality homes for low- and moderate-income families and individuals in the City of San Diego.
U.S. Department of Housing and Urban Development²⁶	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all. HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.
U.S. Interagency Council on Homelessness²⁷	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.

²³ "Psychiatric Emergency Response Team: Improving and Enriching Lives." *Community Research Foundation*, 2010. www.comresearch.org/pert.php.

²⁴ "San Diego Regional task Force on the Homeless Website." San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

²⁵ "San Diego Housing Commission-About Us." *San Diego Housing Commission*. www.sdhc.org/about-us/

²⁶ "HUD.GOV-About HUD." *U.S. Department of Housing and Urban Development*, www.hud.gov/about.

²⁷ "About USICH." *United States Interagency Council on Homelessness*, www.usich.gov/about-usich/.

TERM	DEFINITION
Veteran ²⁸	<p>Low to Moderate Income (LMI) veterans who served in the armed forces of the United States on federal active duty for reasons other than training and who were discharged or released therefrom. Individuals who served in the National Guard or Reserves are classified as Veterans only if they were called or ordered to active duty, not counting the four to six months for initial training or yearly summer camps. Service as a civilian employee or civilian volunteer for the Red Cross, United Service Organizations (USO), Public Health Service, or War or Defense Department is not considered active duty. For Merchant Marine service, only service during World War II is considered active duty, and no other period of service.</p>
Violence Against Women Act (VAWA) ²⁹	<p>The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely on the basis that an individual is a victim of domestic violence, dating violence, stalking or sexual assault. VAWA applies to all individuals regardless of sex, gender identity, or sexual orientation. Under most circumstances, a survivor need only to self-certify in order to exercise rights under VAWA, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections under VAWA.</p> <p>VAWA includes housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD's core housing and homelessness programs.³⁰ These protections apply to certain housing programs subsidized by HUD even where there is no lease, including shelters, temporary housing, short-term supported housing, and safe havens.</p> <p>VAWA's housing protections include emergency transfers which allow survivors to move to another safe and available unit if they fear for their life and safety. Additionally, covered housing providers cannot deny tenancy or occupancy rights based solely on adverse economic and criminal consequences that are a direct result of being a survivor, such as damage to survivor's property causing eviction and poor rental history.³¹</p>
Vulnerability Index – Service Prioritization	<p>The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) is an evidence based common assessment tool</p>

²⁸ “FY 2018 CDBG Request for Qualifications (RFQ) Frequently Asked Questions (FAQ).” The City of San Diego, 2 Nov, 2016, p. 5, www.sandiego.gov/sites/default/files/fy18cdbgfaq1.pdf.

²⁹ <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

³⁰ https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act

³¹ <https://archives.hud.gov/news/2016/pr16-159.cfm>

TERM	DEFINITION
and Decision Assistance Tool³²	containing a set of questions designed for initial screening to quickly assess the health and social needs of people experiencing homelessness and match them with the most appropriate support and housing interventions that are available. This tool examines and scores an individual or family's vulnerability level, and provides a basis for prioritizing clients for housing opportunities.

³² "Coordinated Entry System (CES) Policies and Procedures." *San Diego Regional Task Force on the Homeless*, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf.

CONTRACT ATTACHMENT NO. 3 COMPENSATION SCHEDULE

A detailed budget as agreed to by the parties is incorporated herein by this reference. Any necessary adjustments to specific line item amounts included in the detailed budget will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.

Contractor shall submit requests for reimbursements and invoices in compliance with the approved detailed budget.



SAN DIEGO
HOUSING
COMMISSION

SAN DIEGO HOUSING COMMISSION SUBRECIPIENT PROJECT BUDGET SUMMARY

Fiscal Year: 2021

Project Name: Bridge Shelter for Single Adults (16th & Newton)

Provider Name: Alpha Project for the Homeless

Total Funding Amount: \$ 6,403,714.32

SPENDING CATEGORIES		OTHER FUNDING SOURCES			TOTAL PROJECT BUDGET
		[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	
PERSONNEL EXPENSES (PE)	\$ 3,555,513.52	\$ -	\$ -	\$ -	\$ 3,555,513.52
NON-PERSONNEL EXPENSES (NPE)	\$ 2,848,200.80	\$ -	\$ -	\$ -	\$ 2,848,200.80
FAIC BUDGET	N/A				N/A
TOTAL BUDGET	\$ 6,403,714.32	\$ -	\$ -	\$ -	\$ 6,403,714.32

CONTRACT ATTACHMENT NO. 4
HHAP GRANT AGREEMENT (to be inserted upon receipt from the State of California)

DRAFT

**EXERCISE OF FIRST OPTION AND SECOND AMENDMENT TO
SAN DIEGO HOUSING COMMISSION AGREEMENT
FOR
BRIDGE SHELTER
WITH
ALPHA PROJECT FOR THE HOMELESS
AGREEMENT NO. HHI-20-11.1**

WHEREAS, the San Diego Housing Commission (“Commission”) and Alpha Project For The Homeless (“Contractor”) entered into that certain Agreement for Bridge Shelter (the “Agreement”), dated October 23, 2019.

WHEREAS, a novel coronavirus, also known as COVID-19, poses a serious public health threat for infectious disease.

WHEREAS, the County of San Diego declared a public health emergency to deal with the COVID-19 virus on February 19, 2020.

WHEREAS, Mayor Kevin L. Faulconer issued a State of Emergency for the City of San Diego on March 12, 2020. The order follows updates from the County of San Diego and Governor Gavin Newsom regarding the threat of the COVID-19 virus.

WHEREAS, the City of San Diego has repurposed the San Diego Convention Center and other City-owned properties as temporary shelters for individuals experiencing homelessness in order to allow greater physical distancing within existing shelter facilities, including the Temporary Bridge Shelter at the cul-de-sac of 16th Street and Newton Avenue in San Diego, California.

WHEREAS, the City of San Diego and the San Diego Housing Commission have worked collaboratively with other regional and local agencies to ensure more individuals experiencing homelessness throughout the City have access to health services, mental health support, and reliable food sources during this public health emergency.

WHEREAS, the City of San Diego transferred the responsibilities of administering various vendor facility contracts to Contractor.

WHEREAS, the Commission and Contractor amended the Agreement to include new operating site locations and activities during the public health emergency.

WHEREAS, the Commission and Contractor wish to amend and replace the previous “Specifications/Scope of Work” contained in Contract Attachment No. 2 in its entirety as contemplated by the amended “Specifications/Scope of Work” attached hereto as Exhibit 1.

WHEREAS, the Commission desires to exercise the First of two options contained in Section 103 of the Agreement in order to provide a continuation of services under the Agreement's amended "Specifications/Scope of Work" contained in Contract Attachment No. 2.

NOW THEREFORE, the parties hereby agree as follows:

1. Term of First Option. The Commission exercises the first option contained in Section 103 of the Agreement. The term of the first option period shall commence effective July 1, 2020 and continue through June 30, 2021.
2. Compensation during First Option Period. The total compensation for all services performed and/or materials and goods supplied pursuant to the Agreement during the First Option shall be on the same terms and conditions as set forth in the Agreement and shall not exceed the amount of TWO MILLION EIGHT HUNDRED ELEVEN THOUSAND THREE HUNDRED TWENTY EIGHT AND 25/100 DOLLARS (\$2,811,328.25).
3. Contract Attachment No. 2 "Specifications/Scope of Work." Contract Attachment No. 2 "Specifications/Scope of Work" is hereby amended and restated in its entirety, and is attached as Exhibit 1 to this First Option and Second Amendment.
4. Contract Attachment No. 3 "Compensation Schedule." Contract Attachment No. 3 "Compensation Schedule" is hereby amended and is attached as Exhibit 2 to this First Option and Second Amendment.
5. Contract Attachment No. 4 "HHAP Grant Agreement." Contract Attachment No. 4 is hereby added to this Agreement as attached hereto as Exhibit 3 to this First Option and Second Amendment.
6. No Novation. The parties hereto acknowledge and agree that except for the changes set forth herein to amend the Agreement and exercise the First option under the Agreement, all of the terms and provisions of the Agreement are hereby acknowledged by the parties to be valid and are hereby recognized, renewed, extended and continued in full force and effect.
7. Counterparts. This Exercise of First Option and Second Amendment may be executed in any number of counterparts and, as so executed the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have caused this EXERCISE OF FIRST OPTION AND SECOND AMENDMENT to be executed this _____ day of _____, 2020.

CONTRACTOR:

ALPHA PROJECT FOR THE HOMELESS

By: _____
Robert McElroy
CEO/President

Date: _____

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Jeff Davis
Executive Vice President & Chief of Staff

Date: _____

By: _____
Lisa Jones
Senior Vice President of Homeless Housing Innovations

Date: _____

By: _____
Debra Fischle-Faulk
Vice President of Procurement & Compliance

Date: _____

Approved as to Form:

Christensen & Spath LLP

By: _____
Charles Christensen
General Counsel for San Diego Housing Commission

Date: _____

EXHIBIT 1

CONTRACT ATTACHMENT NO. 2 SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the "City") and the San Diego Housing Commission's (the "Commission") comprehensive approach to ending homelessness, Contractor will operate the City of San Diego Bridge Shelter at 1710 Imperial Avenue (the "Program"). Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier bridge housing and emergency shelter, as well as stabilization and supportive services, to prepare persons experiencing homelessness for the most appropriate permanent or other longer-term housing solutions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

The Program supports the City of San Diego's Community Action Plan (the "Action Plan"), which provides a roadmap for addressing and ending homelessness in the City. The Action Plan identifies Bridge Shelters as critical entry points to the City's Crisis Response System, and necessary to facilitate permanent housing placements. The Program is an important component to the vision, principles, and strategies identified within the Action Plan for a more comprehensive, humane, and effective approach to addressing and ending homelessness in San Diego.

2. PROGRAM SITE LOCATION

Contractor will operate the Program at 1710 Imperial Avenue in San Diego, CA ("Program Site"). The Program will operate seven days per week, 24 hours per day, including holidays. Contractor may be required to enter into an agreement for occupancy of the Program Site with the City. The City shall determine an appropriate agreement for Contractor's occupancy of the Program Site.

3. ADMINISTRATIVE OFFICE LOCATION

Contractor will maintain an administrative office at 3737 5th Ave #203, San Diego, CA 92103. The days and hours of operation are Monday through Friday from 8:00AM to 5:00PM.

4. PROGRAM DESCRIPTION

The Program will provide persons who are experiencing homelessness and have not been successfully diverted from the homeless assistance system, with bridge housing, emergency shelter, and diverse onsite supportive services, including but not limited to, stabilization and housing relocation services. The Program is intended to be a short-term solution to assist individuals in transitioning to the most appropriate longer term or permanent housing resource available in the community. All services provided by the Program are focused on supporting an individual to access permanent or other longer term housing as quickly as possible.

The program's target population will be flexible in nature and the shelter may serve more than one sub-population at a time. Final determination of targeted population/sub-populations will be determined by the Commission and the Commission will work with the Contractor throughout the term of the agreement to re-align budget and/or staffing resources to best meet needs of the determined population/sub-populations.

The Program will utilize trauma-informed care, motivational interviewing, and a harm reduction model. The Contractor's corporate culture must support this environment and be reflected in client interactions and within the daily operations of the Program. The system design will serve clients in a welcoming and solutions-focused environment. All services must be client-centered, housing-focused, and easily accessible to clients. Services must be evaluated for effectiveness and adherence to approved policies and procedures on a regular basis with course corrections implemented as necessary to maintain program fidelity.

The Contractor will adhere to all Regional Task Force on the Homeless (RTFH) performance standards and requirements. The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies.

5. PROGRAM SERVICES

Contractor shall ensure the following services are provided under this Agreement:

a. *Target Population/Geographical Area*

In general, the Program will prioritize persons experiencing homelessness who have been enrolled in a permanent housing intervention or are in the process of identifying permanent housing. All other beds will be prioritized for persons experiencing unsheltered homelessness within the City who require immediate shelter and access to services. The Program's target population may be flexible in nature and the Program may serve more than one sub-population at a time. Final determination of targeted population/sub-populations will be made by the Commission and the Commission will work with the Contractor throughout the term of the agreement to re-align budget and/or staffing resources to best meet needs of the determined population/sub-populations.

b. *Program Eligibility*

- 1) Each Program client will be:
 - a) Persons who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4);
 - b) Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and
 - c) Age 18 or older.
- 2) In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility and continued stay include, but are not limited to, the following:
 - a) Sobriety and/or commitment to be drug-free;

- b) Requirements to take medication if the client has a mental illness;
- c) Participation in religious services or activities;
- d) Participation in drug treatment services (including NA/AA);
- e) Payment or ability to pay; nor
- f) Identification.

c. ***Program Components***

- 1) Housing First program with low barriers to entry and operations;
- 2) Housing-focused program which aims to resolve clients' homelessness as quickly as possible while also meeting client's basic needs;
- 3) Participation in intakes, screenings, assessments, and case conferencing or other integral components of CES as appropriate and established by RTFH community standards and policies;
- 4) Access to case management services, including but not limited to:
 - a) A formal intake and move-in process, as defined by Program policies and procedures;
 - b) Self-sufficiency needs assessment, as established by the Contractor based on best practices for the population served, or as established by RTFH community standards and policies;
 - c) Development of client housing plan, including stabilization strategies and client goals and objectives;
 - d) Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate; including an area where supportive services and permanent housing staff from partner agencies can connect with clients;
 - e) Assistance in locating safe and affordable permanent or other longer-term housing for clients; including determining diversion opportunities or housing interventions outside of CES when appropriate;
 - f) Assistance with housing applications and supportive and subsidized housing paperwork;
 - g) Advocacy for clients with prospective landlords;
- 5) Basic Services, including but not limited to:
 - a) Appropriate 24-hour residential services and staffing;
 - b) A maximum of 139 beds for persons experiencing homelessness in one (1) temporary Sprung structure that demonstrates compliance with all permitting and regulatory requirements; any adjustments to the bed count must be approved by the Commission and the City, and be in compliance with all permitting and regulatory requirements;

- c) At least two (2) meals per day;
- d) Showers, wash stations, restrooms, laundry facilities and/or laundry services, and belongings storage for clients, in an ADA-compliant environment;
- e) Routine operating and client supplies, including but not limited to hygiene products, basic medical supplies, and cleaning supplies;
- f) Telephone access and message services, including an ADA-compliant telephone as supplied by the Commission;
- g) Janitorial and routine maintenance services;
- h) Facility repairs and maintenance including, but not limited to, pest control, technology repairs, and general repairs;
- i) Waste removal and disposal services;
- j) Regularly laundered linens;
- k) Access to testing for communicable diseases provided directly by the City or County of San Diego;
- l) Utilities;
- 6) Quarterly collection of client satisfaction data and quarterly reporting to the Commission summarizing how client satisfaction data was collected during the reporting period, the assessment of the data, and how the findings were incorporated into service delivery and program design.

d. ***Community Engagement***

Maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Program site, including but not limited to:

- 1) Methodologies for maintaining a clean and safe environment;
- 2) Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
- 3) Providing opportunities for electronic and/or written community feedback; and
- 4) Demonstrates community input has been reviewed and incorporated into operations plan, as appropriate.

e. ***Security and Site Control***

- 1) Designate a point-of-contact who is available at all times to address issues that may arise at the Program site and coordinate security issues with the SDPD;
- 2) Provide 24-hour security and site control to ensure a safe environment at the Program site for clients, volunteers, and others who may come in contact with the Program.
 - a) Security staffing plans must include any recommendations made by SDPD to ensure site control;

- b) Security staff will control access to the ingress/egress points, with additional security staff members patrolling the perimeter of the facility and the dormitory areas;
 - c) Security will be responsible for monitoring occupants, enforcing no smoking rules, reporting any emergency situations to the fire or police department, directing occupants to the exits and directing emergency responders to incident locations;
 - d) Staff must be trained on all emergency protocols, including how to alert and evacuate all clients in the event of a fire or emergency; and
 - e) Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage.
- 3) Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred. A critical incident is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of an individual involved with the Program.

f. ***Emergency Preparedness***

Contractor will maintain an emergency preparedness plan, and provide a copy of the plan to the Commission within 60 days of contract effective date. Contractor must provide current emergency preparedness plan at any time during the term of this Agreement within 15 calendar days of request by the Commission. The plan must include, at a minimum:

- 1) Identification of the person(s) at the Program site who is responsible for the initial response and subsequent action to be taken in the event of an emergency (“who’s in charge”) during each shift.
- 2) Emergency phone numbers and resources, as well as a contact protocol for Contractor and Commission staff, accessible to all staff and security at the Program site at all times.
- 3) Emergency evacuation plan, posted/displayed at the Program site at all times, which includes at a minimum:
 - a) Map of designated meeting locations for evacuees;
 - b) Plan for immediate evacuation;
 - c) Plan for delayed evacuation;
 - d) Shelter-in-place procedure; and
 - e) Re-entry procedure.
- 4) Fire escape emergency plan, a fire watch at all times (including hourly logs), and compliance with Fire Marshal inspections and recertifications as needed.
- 5) Emergency procedures for the following events:

- a) Fire;
 - b) Earthquake;
 - c) Flood;
 - d) Wildfire;
 - e) Tsunami;
 - f) Gas leak;
 - g) Power outage;
 - h) Medical emergencies;
 - i) Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations
- 6) Locations of emergency equipment and supplies, posted/displayed at the Program site at all times.
 - 7) Locations of utility and sprinkler shutoffs, posted/displayed at the Program site at all times.

g. ***System Coordination***

1) ***Coordinated Entry System (CES)***

Contractor will participate in CES as established by RTFH and focus on:

- a) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program clients, when appropriate and as established by RTFH; and
- b) Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.

2) ***Youth Homeless Demonstration Program (YHDP)***

- a) To support the efforts of the RTFH and the YHDP Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth (TAY) experiencing homelessness, Contractor staff will participate in trainings related to youth-specific service delivery, when and as determined by the Commission.
- b) In accordance with the YHDP Coordinated Community Plan, Contractor will work with the Commission, RTFH, and the Youth Action Board (YAB) to incorporate suggested program and service changes as applicable to ensure safe and stable environments for TAY.

3) ***2-1-1 San Diego Participation***

The Contractor must list the Program along with relevant Program details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, the Contractor must have updated and/or approved the Program service

listing in the 2-1-1 San Diego database within the past 12 months. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

4) ***Community Information Exchange (CIE)***

Contractor must participate in and utilize the 2-1-1 database, CIE, to the maximum extent possible that aligns with the Program's objectives and services and is appropriate for the model of service delivery. At minimum, this utilization must include access for direct service staff to log into CIE to view client profiles to aid in the creation of service plans and coordination of care. The Contractor is expected to work with 2-1-1 to identify and implement the most appropriate level of integration for the Program; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

6. PROGRAM STANDARDS AND PERFORMANCE MONITORING

a. ***Compliance, Performance Monitoring, and Improvement Activities***

- 1) Contractor must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
- 2) Contractor will attend and contribute to any meetings or trainings (sharing Contractor's expertise and learning from others), and partner with the Commission in a collaborative improvement process by identifying and implementing improvements.
- 3) Contractor must comply with requirements for care and maintenance of facilities, including participation in semiannual facility inspections by Commission staff, performance of required maintenance, and timely notification of any issues at facilities to Commission staff.
- 4) Commission staff involved in monitoring and/or administering the agreement, and providing guidance or technical support to the Contractor, may visit the Program Site from time to time. Generally, these visits will be prescheduled but that may not always be possible. When Commission staff make unscheduled visits they will do what they can to minimize any disruption and will not unnecessarily ask direct service delivery staff to redirect their time towards the unscheduled visit. However, any cooperation/communication Commission staff may be needed from site staff is expected.
- 5) Contractor shall submit complete policies and procedures to the Commission for review as set forth herein within 60 calendar days of contract effective date. Contractor must provide current policies and procedures at any time during the term of this agreement within 15 calendar days of request by the Commission. Any changes to the policies and procedures shall be submitted to the Commission for review. The Commission reserves the right to request changes to program policies and procedures throughout the term of the Agreement. Program policies and procedures must include, at a minimum, the following components:
 - a) Project design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, and diversion strategies, including plan for how internal and

external resources and partnerships will be utilized to maximize services provided to clients.

- b) Service description and delivery method for the following:
 - (1) Diversion
 - (2) Intake process and eligibility criteria
 - (3) Housing location and system navigation; and
 - (4) Case management including assessment, development of housing plan, case note documentation, issuance of RTFH-approved triage tool for all Program clients, when needed and appropriate.
- c) Program exit procedures/termination policies
- d) Procedure for verifying and documenting homelessness that is compliant with HUD's recordkeeping and reporting requirements and RTFH's community standards, including third-party due diligence after project entry. The procedures must require documentation at intake of the evidence relied upon to establish and verify homelessness and must establish the order of priority for obtaining evidence. Lack of third party documentation should not be a barrier to project entry if the participant is otherwise eligible.
- e) Low barrier guidelines based on Housing First principles, which will be displayed on site at all times; the following criteria may not be used to determine Program eligibility and continued stay:
 - (5) Sobriety and/or commitment to be drug-free
 - (6) Requirements to take medication if the resident has a mental illness
 - (7) Participation in religious services or activities
 - (8) Payment or ability to pay
 - (9) Identification
- f) Contraband control and confiscation policy
- g) Critical incident reporting policies and procedures
- h) Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design
- i) Client grievance policies and procedures
- j) Client confidentiality and privacy/consent (ROI)
- k) Progressive disciplinary policy for clients and procedures for client appeals
- l) Service Agreement/Terms of Service which include reference to violations that lead to immediate termination

- m) Violence Against Women Act (VAWA) policies and procedures and notice of occupancy rights under VAWA; See §§ 574.604(a)(2), 576.409(f), and 578.99(j)(9); The Federal Register publication FR-5720-F-03 reauthorizing the Violence Against Women Act of 2013 can be viewed and referenced at <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.
- n) Biohazard waste policies and procedures
- o) Reasonable Accommodation Requests/Appeal process
- p) Notice of privacy practices to be provided to clients
- q) Rights of Persons Served
- r) Any policy describing how households or individuals outside of the target population are served and/or any exclusionary policies
- s) Housing First fidelity policies and description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles
- (10) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the Program does not:
 - (a) Require a minimum level of income at entry;
 - (b) Screen out for substance use;
 - (c) Screen out for criminal record except as mandated by Federal, State, or local regulations;
 - (d) Screen out persons with history of victimization (domestic violence, assault, abuse); and
 - (e) Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
- (11) In addition, the Program does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Program clients determine they want assistance moving into permanent housing.
- t) Mandated reporting staff training and procedures.
- u) Educational Assurances, if applicable.

b. *Staffing and Training*

Nothing herein shall be interpreted to result in or conclude that the Commission is a joint employer with the Contractor.

- 1) Contractor's job descriptions for supervising case manager, case manager and housing specialist positions must align with mutually agreed upon job descriptions

developed by the Commission and the Contractor for all work performed pursuant to this Agreement.

- 2) Contractor shall, upon employment or promotion of staff for any of the above positions, certify in writing to the Commission that Contractor's employees possess the appropriate level of job skills and job knowledge to perform work as set forth in the mutually agreed upon job descriptions.
- 3) Contractor will participate in any Housing Focused Shelter training provided by the Commission or RTFH as directed by the Commission and participate in any future assessments that may be conducted through a third party consultant to assist the Commission, the City and the Contractor in ensuring program design best meets the needs of the population being served, is focused on exits to permanent housing, and aligns with national best practices and regional standards as determined by the Commission and RTFH.
- 4) Contractor will provide documentation of annual training on all mandated subjects (listed below) to all Program operations staff, regardless of length of service;
- 5) Contractor will ensure that all service staff funded by this Program participate in all required trainings as determined by the Commission, which at a minimum will include Homelessness Prevention and Shelter Diversion, Trauma Informed Care, Motivational Interviewing, Harm Reduction, and operating a Housing-Focused shelter program; and
- 6) Contractor will maintain a written drug and alcohol free policy for staff that is posted/displayed at the Program site at all times, which will include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol.

c. ***Housing First¹***

In alignment with HUD, all homeless programming will adhere to Housing First principles as noted below:

- 1) Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements.
- 2) Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

d. ***Program Records***

1) ***Recordkeeping***

- a) The Contractor shall maintain all records required by the Federal regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, City, U.S. Government, or their authorized

¹ United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

agent(s), all Program-related records, documents, and any other financial data or records for review.

- b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files must be password accessible only.
- c) The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

2) ***Homeless Management Information System (HMIS)***

Contractor will enter and maintain data in the RTFH-approved HMIS. Contractor will comply with the HMIS Policies and Procedures in effect during the period of this Agreement including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.

e. ***Mandatory Attendance***

Throughout the year the Commission will host periodic roundtable meetings where the Commission can share information, discuss best practices, and provide technical assistance to providers. Attendance is required at roundtable meetings, including but not limited to, attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.

f. ***Match and Leverage Commitments***

All projects shall provide summary documentation of any matching funds through leveraged or in kind resources used to enhance programs services and operations within 30 days following the end of the Agreement term.

7. **PROGRAM OUTCOMES**

- a. Contractor agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through monthly and term-end reports in a form, format, and submission timeline determined by the Commission and/or the City. Delays in responding to inquiries from the Commission regarding monthly and term-end reports may result in an action of noncompliance.
- b. If stated benchmarks are not met, Contractor may be required to submit a corrective action plan in a form and format determined by the Commission.
- c. For the Agreement term, Contractor shall use good faith efforts to accomplish the following primary Program outcomes and targets:

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Efficient Number of	# of Persons Served	Reporting Only

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Households Served	# of Persons Exiting the Program monthly	
	# of Persons Remaining in the Program monthly (persons who entered in a previous month and did not exit in the current reporting month) (“Stayers”)	
	Client Demographics/Characteristics	
Exits	Positive Outcome	At least 30% exit to Permanent or Other Longer-Term Housing ²
	Negative Outcome	Less than 20% leave program due to noncompliance with program rules (involuntary exit)
	Exits to Emergency Shelters & Places Not Meant for Human Habitation	Reporting Only
Length of Participation	Average Length of Stay for All Persons Exiting the Program	Reporting Only
	Average Length of Stay for Persons Exiting the Program to Permanent Housing	150 days or less
	Average Length of Stay for All “Stayers” in the Program	Reporting Only
	Length of Participation in Days for all “Stayers”	

² “Other Longer-Term Housing” includes the following destinations, as captured by HMIS: transitional housing for homeless persons (including homeless youth); staying or living with family, temporary tenure; staying or living with friends, temporary tenure; safe haven; foster care home or foster care group home; substance abuse treatment facility or detox center; and long-term care facility or nursing home.

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Housing Stability	Recidivism	No more than 12% of clients exiting to permanent housing return to shelter, safe haven, or supportive services within 6 months of exiting the Program
Improved Self-Sufficiency	% of Adults who entered with income from any source and retained the income at exit	Reporting Only
	% of Adults who gained or increased income from any source at exit	
	% of Adults who entered with employment income and retained the income at exit	
	% of Adults who gained or increased employment income at exit	
Efficient and Effective Use of Community Resources	Occupancy Rate	At least 95%
	Number of Individuals on Program Waitlist	Reporting Only

8. REQUESTS FOR REIMBURSEMENT (“RFR”)

- a. Contractor must complete monthly RFR submittals, including all required supporting documentation, in a form and format determined by the Commission and/or the City, no later than the 15th day of the month after each reporting period, irrespective of the day of the week when the 15th falls.
 - 1) Contractor is subject to all supporting documentation requirements described in the City’s Economic Development Department Operating Manual in effect during the Agreement term. Supporting documentation includes, but is not limited to: legible copies of all pages of invoices and receipts; copies of dated timesheets, approved by the employee; copies of payroll service documents; proof of payment with the check number listed on the bank statement, a copy of the canceled check, or a proof of electronic fund transfer.

- 2) Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.
 - 3) If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.
- b. If all supporting documentation is submitted properly in the RFR submittal, the Commission will attempt to process payment no later than the thirtieth (30th) day of the month in which the RFR was submitted.
 - c. Any delay in the approval of monthly or year-end reporting described herein, as a result of the Contractor's lack of timely response to inquiries from the Commission, may result in delayed reimbursement.

9. REVERSION

Upon the expiration, breach, or termination of this Agreement, the Contractor agrees Commission may reallocate any and all compensation on hand at the time of the expiration or termination or breach, together with any and all accounts receivables attributable to the use of the Compensation, as Commission shall determine in its sole discretion. Commission may procure alternative and/or additional Contractors to perform work in compliance with Commission's Procurement Policy.

10. MEDIA/COMMUNICATIONS

Contractor shall coordinate with and seek the prior written consent and permission of Commission's Communications and Legislative Affairs Department before distributing any printed or electronic materials specific to the Program or of the Program experience of clients funded through this Agreement. Commission's permission shall not be unreasonably withheld, conditioned or delayed and should Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, Commission's approval shall be deemed to have been given.

Contractor further agrees, recognizing the urgency with which media frequently makes requests for information, Contractor shall exhibit a good faith effort to immediately consult with Commission prior to responding to such inquiries.

11. CLOSE-OUTS

- a. Upon the Program closing date, Contractor shall:
 - 1) Return all equipment, less normal wear associated with operating the Program, to a storage site identified by the Commission or City and remove all such items from the Program site; and
 - 2) Return the site to the same condition as received.
- b. Contractor shall be responsible for completing and submitting a close-out packet to include information such as but not limited to total number of clients housed, Program accomplishments, demographics and financial summary of award for each applicable funding source.

- c. Contractor's obligation to Commission shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:
 - 1) Making final payments;
 - 2) Disposing of Program assets, including the return of all unused materials, Program income balances, and accounts receivable to the Commission; and
 - 3) Determining the custodianship of records.
- d. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period Commission has control over funds related to this Program.

12. COVID-19 EMERGENCY RESPONSE

- a. Services provided under this Agreement shall include the provision of services at other sites as may be deemed necessary or appropriate as determined by the City of San Diego and directed by the Commission to best serve client needs under County, State or Federal directions or restrictions related to mitigating the spread of COVID-19.
- b. While operating under COVID-19 emergency response activities; the number of beds the Contractor is expected to support under the current detailed staffing numbers and related expenses as reflected in the approved budget, will be determined based on the Contractor's, the City's and the City's enlisted partners ability to logistically support the assigned number of beds.
- c. Any necessary adjustments to specific line item amounts as detailed in the Contract Attachment No. 3, will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.
- d. Any proposed increases to the overall budget may be requested in writing by the Contractor. Such requests may be reviewed and approved by the Commission in its sole discretion.

13. DEFINITIONS

TERM	DEFINITION
2-1-1 San Diego³	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing⁴	Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible. Bridge Housing is specifically defined as a temporary housing program for

³ "What is 2-1-1 San Diego." *2-1-1 San Diego*, 211sandiego.org/mission-values/what-is-211/.

⁴ "Regional Task Force on the Homeless – Community Standards." *San Diego Regional Task Force on the Homeless*, January 2018, p. 23, www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf.

TERM	DEFINITION
	<p>individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>
Chronically Homeless⁵	<p>A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
Community Development Block Grant⁶	<p>The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.</p>
Continuum of Care⁷	<p>The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.</p>

⁵ “Defining Chronically Homeless Final Rule.” *HUD EXCHANGE*, vol. 80. No. 233, Dec. 2015, p. 75793. *Federal Register*, <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

⁶ “Community Development Block Grant Program – CDBG.” *HUD.GOV*, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

⁷ “Continuum of Care (CoC) Program.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

TERM	DEFINITION
Coordinated Entry System⁸	The Coordinated Entry System (CES) functions throughout the San Diego region and connects individuals and families experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless (RTFH). Information provided by homeless individuals and entered into the Homeless Management Information System (HMIS) is utilized by RTFH to triage homeless San Diegans into the most appropriate housing intervention.
Critical Incident Report⁹	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.
Diversion¹⁰	A strategy used to prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.
Emergency Shelter¹¹	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Matching Funds¹²	The term “matching funds” refers to the amount of project funding that a grantee agrees to provide in return for being awarded partial funding of the same project.
Homeless¹³	<p><u>Category 1: Individual or Family who lacks a fixed, regular, and nighttime residence, meaning:</u></p> <ul style="list-style-type: none"> Has a primary nighttime residence that is a public or private place

⁸ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, 23 Jan. 2018, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf

⁹ “Critical Incident Reporting Policy.” *Department of Human Services Medical Services Division-MFP*, www.nd.gov/dhs/info/pubs/mfp/docs/critical-incidents-reporting-policy.pdf.

¹⁰ “Closing the Front Door: Creating a Successful Diversion Program for Homeless Families.” *National Alliance to End Homelessness*, endhomelessness.org/wp-content/uploads/2011/08/creating-a-successful-diversion-program.pdf

¹¹ “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

¹² “Glossary of Terms.” *U.S. Department of Homeland Security*, www.fema.gov/glossary-terms

¹³ “HEARTH Homeless Definition Final Rule.” HUD Exchange, vol. 76, No. 233, Dec. 2011, p. 75999. *Federal Register*, www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf.

TERM	DEFINITION
	<p>not meant for human habitation;</p> <ul style="list-style-type: none"> • Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or • Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. <p><u>Category 2:</u> Individual or family who will imminently lose their primary nighttime residence, if:</p> <ul style="list-style-type: none"> • Residence will be lost within 14 days of the date of application for homeless assistance; • No subsequent residence has been identified; and • The individual or family lacks the resources or support networks needed to obtain other permanent housing. <p><u>Category 4:</u> Any individual or family who:</p> <ul style="list-style-type: none"> • Is fleeing, or is attempting to flee, domestic violence; • Has no other residence; and • Lacks the resources or support networks to obtain other permanent housing.
Homeless Assistance Standards¹⁴	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego.
Homeless Emergency Assistance and Rapid Transition to Housing Act¹⁵	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial changes, including a consolidation of the U.S. Department of Housing and Urban Development's

¹⁴ "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

¹⁵ "The McKinney-Vento Homeless Assistance Act, As Amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009." *HUD EXCHANGE*, May 2009, www.hudexchange.info/resources/documents/HomelessAssistanceActAmendedbyHEARTH.pdf

TERM	DEFINITION
	(HUD) competitive grant programs.
Homeless Management Information System¹⁶	A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The San Diego regional HMIS software is called Clarity.
Housing First¹⁷	Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.
Integrated Homeless Outreach Team¹⁸	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing¹⁹	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night.
Memorandum of Understanding²⁰	A Memorandum of Understanding (MOU) is a formal, written agreement between two or more parties that establishes a partnership. Unless an MOU affirmatively states that parties do not intend to be legally bound by its terms, it will generally be considered a binding agreement.
McKinney-Vento Act²¹	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.

¹⁶ “Homeless Management Information System.” *HUD EXCHANGE*, www.hudexchange.info/programs/hmis/.

¹⁷ “Housing First in Permanent Supportive Housing.” *HUD EXCHANGE*, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf.

¹⁸ “Homeless Outreach Team (HOT).” *The City of San Diego*, www.sandiego.gov/homeless-services/programs/hot.

¹⁹ “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, p. 23, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

²⁰ “Establishing a Memorandum of Understanding.” *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

²¹ “Law & Guidance, Part C – Homeless Education.” *U.S. Department of Education*, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg116.html.

TERM	DEFINITION
Permanent Housing ²²	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program client must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team ²³	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless ²⁴	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego as well as tracking regional data on the homeless. RTFH is also the administrator of the central HMIS for the region.
San Diego Housing Commission and SDHC ²⁵	The San Diego Housing Commission or SDHC (when used in this document these terms are synonymous) provides affordable, safe, and quality homes for low- and moderate-income families and individuals in the City of San Diego.
U.S. Department of Housing and Urban Development ²⁶	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all. HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.

²² "Continuum of Care (CoC) Program Eligibility Requirements." *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

²³ "Psychiatric Emergency Response Team: Improving and Enriching Lives." *Community Research Foundation*, 2010. www.comresearch.org/pert.php.

²⁴ "San Diego Regional task Force on the Homeless Website." San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

²⁵ "San Diego Housing Commission-About Us." *San Diego Housing Commission*. www.sdhc.org/about-us/

²⁶ "HUD.GOV-About HUD." *U.S. Department of Housing and Urban Development*, www.hud.gov/about.

TERM	DEFINITION
U.S. Interagency Council on Homelessness ²⁷	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
Veteran ²⁸	Low to Moderate Income (LMI) veterans who served in the armed forces of the United States on federal active duty for reasons other than training and who were discharged or released therefrom. Individuals who served in the National Guard or Reserves are classified as Veterans only if they were called or ordered to active duty, not counting the four to six months for initial training or yearly summer camps. Service as a civilian employee or civilian volunteer for the Red Cross, United Service Organizations (USO), Public Health Service, or War or Defense Department is not considered active duty. For Merchant Marine service, only service during World War II is considered active duty, and no other period of service.
Violence Against Women Act (VAWA) ²⁹	<p>The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely on the basis that an individual is a victim of domestic violence, dating violence, stalking or sexual assault. VAWA applies to all individuals regardless of sex, gender identity, or sexual orientation. Under most circumstances, a survivor need only to self-certify in order to exercise rights under VAWA, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections under VAWA.</p> <p>VAWA includes housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD's core housing and homelessness programs.³⁰ These protections apply to certain housing programs subsidized by HUD even where there is no lease, including shelters, temporary housing, short-term supported housing, and safe havens.</p> <p>VAWA's housing protections include emergency transfers which allow survivors to move to another safe and available unit if they fear for their life and safety. Additionally, covered housing providers cannot deny tenancy or occupancy rights based solely on adverse economic and criminal consequences that are a direct result of being a survivor, such as damage to survivor's property causing eviction and poor rental history.³¹</p>
Vulnerability Index – Service Prioritization	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) is an evidence based common assessment tool containing a set

²⁷ “About USICH.” *United States Interagency Council on Homelessness*, www.usich.gov/about-usich/.

²⁸ “FY 2018 CDBG Request for Qualifications (RFQ) Frequently Asked Questions (FAQ).” The City of San Diego, 2 Nov, 2016, p. 5, www.sandiego.gov/sites/default/files/fy18cdbgfaq1.pdf.

²⁹ <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

³⁰ https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act

³¹ <https://archives.hud.gov/news/2016/pr16-159.cfm>

TERM	DEFINITION
and Decision Assistance Tool³²	of questions designed for initial screening to quickly assess the health and social needs of people experiencing homelessness and match them with the most appropriate support and housing interventions that are available. This tool examines and scores an individual or family’s vulnerability level, and provides a basis for prioritizing clients for housing opportunities.

³² “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf.

EXHIBIT 2

CONTRACT ATTACHMENT NO. 3 COMPENSATION SCHEDULE OPTION PERIOD (JULY 1, 2020 – JUNE 30, 2021)

A detailed budget as agreed to by the parties is incorporated herein by this reference. Any necessary adjustments to specific line item amounts included in the detailed budget will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.

Contractor shall submit requests for reimbursements and invoices in compliance with the approved detailed budget.



SAN DIEGO
HOUSING
COMMISSION

SAN DIEGO HOUSING COMMISSION SUBRECIPIENT PROJECT BUDGET SUMMARY

Fiscal Year: 2021

Project Name: Bridge Shelter for Single Adults (Imperial Avenue)

Provider Name: Alpha Project for the Homeless

Total Funding Amount: \$ 2,811,328.25

SPENDING CATEGORIES		OTHER FUNDING SOURCES			TOTAL PROJECT BUDGET
		[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	
PERSONNEL EXPENSES (PE)	\$ 1,749,453.60	\$ -	\$ -	\$ -	\$ 1,749,453.60
NON-PERSONNEL EXPENSES (NPE)	\$ 1,061,874.65	\$ -	\$ -	\$ -	\$ 1,061,874.65
FAIC BUDGET	N/A				N/A
TOTAL BUDGET	\$ 2,811,328.25	\$ -	\$ -	\$ -	\$ 2,811,328.25

EXHIBIT 3
CONTRACT ATTACHMENT NO. 4
HHAP GRANT AGREEMENT (to be inserted upon receipt from the State of California)

DRAFT

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR CITY OF SAN DIEGO BRIDGE SHELTER
FOR SINGLE ADULT WOMEN, FAMILIES, AND TRANSITIONAL AGE YOUTH
WITH
ST. VINCENT DE PAUL VILLAGE, INC. dba FATHER JOE'S VILLAGES

Contract No. HHI-20-21

THIS AGREEMENT, entered into this _____ day of _____ 2020,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
(619) 231-9400

and the Contractor:

ST. VINCENT DE PAUL, INC. dba FATHER
JOE'S VILLAGES
3350 E. Street
San Diego, California 92102
(619) 446-2100

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate the City of San Diego Bridge Shelter for Single Adult Women, Families, and Transitional Age Youth (the "Program") as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Work, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. HHAP Grant Agreement, Contract Attachment No. 4

103. TIME OF PERFORMANCE

- a. Initial Term

All services required pursuant to this Agreement shall commence effective July 1, 2020 through June 30, 2021.

b. Option to Extend Term

The President and Chief Executive Officer of the Commission, or his or her designee, may at his/her election extend the term of the Agreement to the Contractor for two additional one-year terms, by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions set forth as set forth in Section 225. The Option Periods shall only be available to Commission in the event that Commission obtains the appropriate approvals from the Housing Commission Board and the Housing Authority of the City of San Diego ("Housing Authority").

Only one option may be exercised at any one time during any term of the Agreement. The option to extend the Agreement may be granted by the Commission in its sole discretion and is dependent upon the availability of funds and budget approval by the Housing Authority. The compensation to be paid the Contractor during any optional terms shall be the compensation set forth in Contract Attachment No. 3.

Nothing contained in this Agreement shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 225 herein.

104. **COMPENSATION AND METHOD OF PAYMENT**

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule," attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of FOUR MILLION SEVEN HUNDRED FORTY SEVEN THOUSAND EIGHTY SEVEN AND 40/100 DOLLARS (\$4,747,087.40). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission. Commission pre-approved line item budget adjustments are

permitted given that in no event will the total compensation exceed the maximum compensation as set forth herein. Further, in no event shall the revised line item exceed the amount that is reasonable for the line item.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego (“Housing Authority”) fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement. Provided the Contractor is not in default under the terms of this Agreement, the Commission shall compensate Contractor for all accrued costs/expenses incurred pursuant to this Agreement up until the effective date of cancellation or termination of this Agreement by the Commission.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the Contractor’s staff. Such requisition shall at a minimum: (1) reference the contract number assigned hereto; (2) reference the purchase order assigned; (3) describe the services performed in detail, as specified in Contract Attachment No. 2; and (4) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

Upon execution of this Agreement, the Commission will disburse one month’s worth of funding in advance by the first of each month. Contractor will provide proof of spending by the 18th of the following month. Upon reconciliation, any variances will be deducted from or added to the following disbursement. The Commission reserves the right to delay disbursement if proof of spending is not submitted in a timely manner. Contractor will return any unspent funds within 30 days of the Commission’s fiscal year end.

d. Funding Source

During the initial term of this Agreement and during any Option Periods, where exercised, Commission retains the right to modify the funding source(s) as necessary, including but not limited to, HHAP funds, City General Funds, unrestricted local funds, and federal funds to the extent available and permitted.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

Signature Page to Agreement for City of San Diego Bridge Shelter for Single Adult Women, Families, and Transitional Age Youth services with Father Joe's Villages (Contract No. HHI-20-21):

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:
FATHER JOE'S VILLAGES

By: _____ Date: _____
Bill Bolstad
Chief Operating Officer

COMMISSION:
SAN DIEGO HOUSING COMMISSION

By: _____ Date: _____
Jeff Davis
Executive Vice President and Chief of Staff

By: _____ Date: _____
Lisa Jones
Senior Vice President of Homeless Housing Innovations

By: _____ Date: _____
Debra Fischle-Faulk
Vice President of Procurement and Compliance

Approved as to Form:
Christensen & Spath LLP

By: _____ Date: _____
Charles Christensen
General Counsel for San Diego Housing Commission

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the Contractor as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission or where it is already in the public domain through no fault of the Contractor. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as authorized by the Commission or where it is already in the public domain through no fault of the Contractor. Nothing contained herein shall preclude Contractor from discussing Contractor's operations of the Temporary Bridge Shelter for Single Adult Women and Families.

204. Conflict of Interest

(a) For the duration of this Agreement, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Housing Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either.

Should no agreement regarding modification be reached, Commission may terminate this Agreement with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee. The liability of the Contractor under the terms of this Section 205 shall be capped at the amount of \$2,000,000.00 per occurrence, except that no cap shall apply to any claim arising from the Contractor's sole gross negligence or sole willful misconduct.

206. Insurance

(a) Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below:

		Initials			Initials
<input checked="" type="checkbox"/>	General Liability \$2,000,000.00	_____	<input checked="" type="checkbox"/>	Workers Compensation \$1,000,000.00	_____
<input checked="" type="checkbox"/>	Automobile Liability \$500,000.00	_____	<input type="checkbox"/>	Other: \$	_____

(b) This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The Commission, the Authority, and the City of San Diego (“City”), shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Commission, the Authority, and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

(c) If the box shown below, marked “Errors and Omissions” is checked and initialed, then professional errors and omissions liability coverage is also required in the amount stated below:

		Initials
<input checked="" type="checkbox"/>	Errors and Omissions \$1,000,000.00	_____

(d) For any claims arising out of or in connection with Contractor’s performance under this Agreement, the insurance required to be purchased and maintained by the Contractor shall be primary and non-contributory to any insurance carried by the Commission, the Housing Authority and/or the City of San Diego.

(e) All insurance required to be purchased and maintained by the Contractor shall be endorsed with a waiver of subrogation. Contractor’s insurers, in their endorsements, agree to waive all rights of subrogation against the Commission, the Housing Authority, the City of San Diego, and their employees and agents for losses paid by Contractor’s insurers that arise out of or in connection with Contractor’s performance under this Agreement.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Agreement, the Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the Contractor will report to the project manager, payments made to all vendors by month, contract to date and percentage of overall contract value.

(b) Contractor and each subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Work Force Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.

(c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law.

(d) If any underrepresentation is found after submission of Contractor's workforce report, the Commission may request an Equal Employment Opportunity Plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within thirty (30) days. Once the EEOP has been approved by the Commission, the Contractor must adhere to said plan. In the case of multi-year contracts, the Contractor will be required to submit annual workforce reports and EEOP updates as requested.

(e) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be disbarred from participating in Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

(a) No services covered by this Agreement shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors,

and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated. Such efforts shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (v) using the services and assistance of the Small Business Commerce.

(i) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(ii) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(iii) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(iv) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

211. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the

Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Agreement may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Specifications/Scope of Work of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Agreement.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority, or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

(a) Termination for Convenience. This Agreement may be terminated by the Commission on thirty (30) days' written notice to the Contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

(b) Termination for Lack of Funding. Should funding become unavailable at any point during any term of this Agreement, Commission may terminate this Agreement upon thirty (30) days written notice.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this

Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

This Agreement represents the sole and entire agreement between the Commission and Contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Laws of State of California

This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the

Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

(b) Establish a drug-free awareness program to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace.

(ii) The Contractor's policy of maintaining a drug-free workplace.

(iii) Any available drug counseling, rehabilitation and employee assistance programs.

(iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by subdivision 221(a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is not contemplated that the work performed under this Agreement constitutes a public work. If at any time work does trigger additional labor provisions, it is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

☐ If checked, additional state prevailing wage terms are contained in Attachment No. 6.

☐ If checked, additional federal prevailing wage terms are contained in Attachment No. 6.

224. Contract Work Hours and Safety Standards Act

In the event Contractor's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$100,000, and uses Federal funds, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

225. Extension of Contract Term

(a) Provided, that the Contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be exercised by the Contractor.

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the Contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.

(e) The Commission and Housing Authority hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a prorata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the Commission and/or Housing Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of

Services.

226. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall assure that each principal of the Contractor that is supervising the Contractor's work under this Agreement shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700) with the City Clerk's Office of the City of San Diego, a copy of which is attached to this Agreement, if applicable, at the following times:

- (a) Upon execution of this Agreement;
- (b) Annually on or before April 1 of each year;
- (c) Within thirty (30) days after completion of the Agreement.

Said form will be filed within ten (10) days of written notice from the Commission to the Contractor.

227. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- (a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- (b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

228. Section 3 Contract Clauses (as applicable)

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a

notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

229. Audit Requirements

Where this Agreement is funded by federal funding, 24 CFR 84.26 requires that nonprofit institutions and institutions of higher education shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All entities other than non-profit institutions shall be subject to the audit requirements of HUD or the prime recipient as incorporated into the award document.

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to

those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

230. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence 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;

(b) If any funds other than Federal appropriated funds have been 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions;

(c) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and

(d) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 U.S.C. 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

231. Energy Conservation.

Provided this Agreement uses Federal funds, Contractor hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

232. Disputes.

Provided that any source of funds for this Agreement is obtained from Federal sources, then this Agreement shall be subject to the Contract Disputes Act of 1978, as amended, (41 USC 601-613), and except as expressly otherwise provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under the terms of this clause by litigation in State Court. If this Agreement is solely funded from Non-Federal funds, then all disputes shall be resolved by litigation in San Diego County Superior Court, Downtown Branch, after first attempting resolution of the

dispute through non-binding mediation.

233. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. The Commission and Contractor agree that in order to expedite the execution process, facsimile or electronically conveyed signatures will be considered and accepted as legally binding.

234. Sanitary Conditions

Contractor shall maintain sanitary conditions at the Program Location for the duration of the Agreement, as determined by Commission in its sole discretion.

235. Remedies Upon Default

The failure of the Contractor to perform each and every, covenant of the Contractor, in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the scope of work (in the case of Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, the achievement of good faith efforts to meet the goals, outcomes, and outputs shall constitute compliance), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize health, safety or the general welfare of the clients of the Contractor and/or members of the public, the Commission shall give seven (7) day-notice written to cure any breach to the Contractor. In the event that a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to cancel the Contractor's right to proceed and to cause another contractor or the Commission to take over the duties under the terms of the contract, to sue for damages, specific performance and/or to seek an injunction, among other remedies. In determining whether there is a breach by Contractor concerning Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, good faith efforts as reasonably determined by the Commission shall not constitute a breach. In the event of life, safety and/or general welfare of the clients of the Contractor or the general public arises, the Commission shall have the right to terminate the Contractor's right to continue to proceed without a notice to cure. In addition, the Commission shall have the right to recoup any and all monies that may have been advanced to the Contractor and that have not been earned.

The failure of the Commission to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. The Contractor shall give seven (7) days written notice to cure any breach to the Commission. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the "City") and the San Diego Housing Commission's (the "Commission") comprehensive approach to ending homelessness, Contractor will operate the City of San Diego Bridge Shelter for Single Women, Families, and Transitional Age Youth (TAY) (the "Program"). Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier bridge housing and emergency shelter, as well as stabilization and supportive services, to prepare persons experiencing homelessness for the most appropriate permanent or other longer-term housing solutions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

The Program supports the City of San Diego's Community Action Plan (the "Action Plan"), which provides a roadmap for addressing and ending homelessness in the City. The Action Plan identifies Bridge Shelters as critical entry points to the City's Crisis Response System, and necessary to facilitate permanent housing placements. The Program is an important component to the vision, principles, and strategies identified within the Action Plan for a more comprehensive, humane, and effective approach to addressing and ending homelessness in San Diego.

2. PROGRAM SITE LOCATION

Contractor will operate the Program at 202 C Street, San Diego, CA 92101 ("Golden Hall"). The Program will operate seven days per week, 24 hours per day, including holidays ("Program Operating Schedule").

3. ADMINISTRATIVE OFFICE LOCATION

Contractor will maintain an administrative office at 3350 E Street, San Diego, CA 92102. The days and hours of operation are Monday through Friday from 8:00AM to 5:00PM.

4. PROGRAM DESCRIPTION

The Program will provide persons who are experiencing homelessness and have not been successfully diverted from the homeless assistance system, with bridge housing, emergency shelter, and diverse onsite supportive services, including but not limited to, stabilization and housing relocation services. The Program is intended to be a short-term solution to assist individuals in transitioning to the most appropriate longer term or permanent housing resource available in the community. All services provided by the Program are focused on supporting an household to access permanent or other longer term housing as quickly as possible.

The Program will utilize trauma-informed care, motivational interviewing, and a harm reduction model. The Contractor's corporate culture must support this environment and be reflected in client interactions and within the daily operations of the Program. The system design will serve clients in a welcoming and solutions-focused environment. All services must be client-centered, housing-focused, and easily accessible to clients. Services must be

evaluated for effectiveness and adherence to approved policies and procedures on a regular basis with course corrections implemented as necessary to maintain program fidelity.

The Contractor will adhere to all Regional Task Force on the Homeless (RTFH) performance standards and requirements.

The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies.

5. PROGRAM SERVICES

Contractor shall ensure the following services are provided under this Agreement:

a. Target Population/Geographical Area

The Program will prioritize single adult women, families with children, and TAY experiencing homelessness who are enrolled in a permanent housing intervention and in the process of identifying permanent housing. All other beds will be prioritized for persons experiencing unsheltered homelessness within the City who require immediate shelter and access to services.

b. Program Eligibility

- 1) Each Program client will be:
 - a) Persons who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4);
 - b) Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and
 - c) A single adult female age 18 or older, a member of a household with minor children, or a single adult ages 18 to 24.
- 2) In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility and continued stay include, but are not limited to, the following:
 - a) Sobriety and/or commitment to be drug-free;
 - b) Requirements to take medication if the client has a mental illness;
 - c) Participation in religious services or activities;
 - d) Participation in drug treatment services (including NA/AA);
 - e) Payment or ability to pay; nor
 - f) Identification, with the exception of any necessary documentation to prove custodial relationship between minor(s) and adult(s) in a household.

c. *Program Components*

- 1) Housing First program with low barriers to entry and operations;
- 2) Housing-focused program which aims to resolve clients' homelessness as quickly as possible while also meeting client's basic needs;
- 3) Participation in intakes, screenings, assessments, and case conferencing or other integral components of CES as appropriate and established by RTFH community standards and policies;
- 4) Access to case management services, including but not limited to:
 - a) A formal intake and move-in process, as defined by Program policies and procedures;
 - b) Self-sufficiency needs assessment, as established by the Contractor based on best practices for the population served, or as established by RTFH community standards and policies;
 - c) Development of client housing plan, including stabilization strategies and client goals and objectives;
 - d) Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate; including an area where supportive services and permanent housing staff from partner agencies can connect with clients;
 - e) Assistance in locating safe and affordable permanent or other longer-term housing for clients; including determining diversion opportunities or housing interventions outside of CES when appropriate;
 - f) Assistance with housing applications and supportive and subsidized housing paperwork;
 - g) Advocacy for clients with prospective landlords;
- 5) Basic Services, including but not limited to:
 - a) Appropriate 24-hour residential services and staffing;
 - b) A maximum of 270 beds and 18 cribs for persons experiencing homelessness that demonstrates compliance with all permitting and regulatory requirements; any adjustments to the bed count must be approved by the Commission and the City, and be in compliance with all permitting and regulatory requirements;
 - c) At least two (2) meals per day;
 - d) Showers, wash stations, restrooms, laundry facilities and/or laundry services, and belongings storage for clients, in an ADA-compliant environment;
 - e) Routine operating and client supplies, including but not limited to hygiene products, basic medical supplies, and cleaning supplies;

- f) Transportation costs for clients such as public transit passes and in-county travel assistance;
 - g) Telephone access and message services, including an ADA-compliant telephone as supplied by the Commission;
 - h) Janitorial and routine maintenance services;
 - i) Waste removal and disposal services;
 - j) Regularly laundered linens;
 - k) Mail services;
 - l) Access to testing for communicable diseases provided directly by the City or County of San Diego; and
 - m) Utilities;
- 6) Quarterly collection of client satisfaction data and quarterly reporting to the Commission summarizing how client satisfaction data was collected during the reporting period, the assessment of the data, and how the findings were incorporated into service delivery and program design.
- 7) Outreach
- a) The City's homeless crisis response system and approach to conducting outreach to persons experiencing unsheltered homelessness continues to develop. A more targeted approach to engagement and deeper coordination of outreach efforts across the City, based on emerging best practice, is a critical focus for the City and the Commission. As such, expectations related to service model delivery, and outcome data points related to unsheltered outreach may change significantly during the contracted period. The Contractor is expected to comply with oversight, coordinating efforts, policy and practice direction and modification to program design as directed by the Commission or a designated appointee. The Commission and the City may also consider creating outreach programming independent of the individual shelter programs, therefore approval of proposed budgets and staffing related to outreach efforts is not guaranteed.
 - b) Contractor shall conduct outreach and engagement efforts in the geographic locations where individuals and families experiencing homelessness reside in the City, including streets and parks, with the goals of:
 - (1) Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
 - (2) Determining diversion opportunities or housing interventions outside of CES when appropriate;

- (3) Administering the community triage and/or common assessment tool, as appropriate and as established by RTFH community standards and policies, or referring individuals to access sites;
- (4) Make efforts to maintain contact with known individuals as frequently as possible to foster deeper engagement and linkage to community resources and longer term and permanent housing options frequently as possible;
- (5) Addressing basic needs, including but not limited to, access to food, clothing, and safety;
- (6) Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate; and
- (7) Maintaining documentation of outreach efforts and clients' choice to accept or refuse resource referrals/opportunities, in a form and format determined by the Commission or as established by RTFH community standards and policies.
- 8) Coordination with service providers contracted directly by the Commission to provide case management services to meet the unique needs of the TAY subpopulation, including but not limited to:
 - a) Training staff on partnering with TAY providers to ensure client services are seamless and effective; and
 - b) Participation in any TAY subpopulation-specific training as directed by the Commission;

d. *Community Engagement*

- 1) Maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Program site, including but not limited to:
 - a) Methodologies for maintaining a clean and safe environment;
 - b) Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
 - c) Providing opportunities for electronic and/or written community feedback; and
 - d) Demonstrates community input has been reviewed and incorporated into operations plan, as appropriate.
- 2) Contractor must provide quarterly reporting to the Commission on community engagement efforts, as described in Contractor's Community Engagement/Good Neighbor Plan.

e. *Security and Site Control*

- 1) Designate a point-of-contact who is available at all times to address issues that may arise at the Program site and coordinate security issues with the SDPD;

- 2) Provide 24-hour security and site control to ensure a safe environment at the Program site for clients, volunteers, and others who may come in contact with the Program.
 - a) No less than two staff members must be onsite for the maximum of 150 participants located in the Copper and Silver Rooms at Golden Hall;
 - (1) Staff must be trained on all emergency protocols, including how to alert and evacuate all participants in the event of a fire or emergency;
 - (2) Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage;
 - b) Four trained security staff members will control access to the ingress/egress points; two additional security staff members will patrol the perimeter of the facility and the dormitory areas;
 - c) Security will be responsible for monitoring occupants, enforcing no smoking rules, reporting any emergency situations to the fire or police department, notifying occupants in the event of a manual pull station activation, directing occupants to the exits and directing emergency responders to incident locations;
 - d) Staff must be trained on all emergency protocols, including how to alert and evacuate all clients in the event of a fire or emergency; and
 - e) Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage.
- 3) Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred. A critical incident is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of an individual involved with the Program.

f. ***Emergency Preparedness***

Contractor will maintain an emergency preparedness plan, and provide a copy of the plan to the Commission within 60 days of contract effective date. Contractor must provide current emergency preparedness plan at any time during the term of this Agreement within 15 calendar days of request by the Commission. The plan must include, at a minimum:

- 1) Identification of the person(s) at the Program site who is responsible for the initial response and subsequent action to be taken in the event of an emergency (“who’s in charge”) during each shift.
- 2) Emergency phone numbers and resources, as well as a contact protocol for Contractor and Commission staff, accessible to all staff and security at the Program site at all times.
- 3) Emergency evacuation plan, posted/displayed at the Program site at all times, which includes at a minimum:
 - a) Map of designated meeting locations for evacuees;

- b) Plan for immediate evacuation;
 - c) Plan for delayed evacuation;
 - d) Shelter-in-place procedure; and
 - e) Re-entry procedure.
- 4) Fire escape emergency plan, a fire watch at all times (including hourly logs), and compliance with Fire Marshal inspections and recertifications as needed.
- 5) Emergency procedures for the following events:
- a) Fire;
 - b) Earthquake;
 - c) Flood;
 - d) Wildfire;
 - e) Tsunami;
 - f) Gas leak;
 - g) Power outage;
 - h) Medical emergencies;
 - i) Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations
- 6) Locations of emergency equipment and supplies, posted/displayed at the Program site at all times.
- 7) Locations of utility and sprinkler shutoffs, posted/displayed at the Program site at all times.

g. ***System Coordination***

1) ***Coordinated Entry System (CES)***

Contractor will participate in CES as established by RTFH and focus on:

- a) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program clients, when appropriate and as established by RTFH; and
- b) Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.

2) ***Youth Homeless Demonstration Program (YHDP)***

- a) To support the efforts of the RTFH and the YHDP Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth

(TAY) experiencing homelessness, Contractor staff will participate in trainings related to youth-specific service delivery, when and as determined by the Commission.

- b) In accordance with the YHDP Coordinated Community Plan, Contractor will work with the Commission, RTFH, and the Youth Action Board (YAB) to incorporate suggested program and service changes as applicable to ensure safe and stable environments for TAY.

3) ***2-1-1 San Diego Participation***

The Contractor must list the Program along with relevant Program details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, the Contractor must have updated and/or approved the Program service listing in the 2-1-1 San Diego database within the past 12 months. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

4) ***Community Information Exchange (CIE)***

Contractor must participate in and utilize the 2-1-1 database, CIE, to the maximum extent possible that aligns with the Program's objectives and services and is appropriate for the model of service delivery. At minimum, this utilization must include access for direct service staff to log into CIE to view client profiles to aid in the creation of service plans and coordination of care. The Contractor is expected to work with 2-1-1 to identify and implement the most appropriate level of integration for the Program; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

6. **PROGRAM STANDARDS AND PERFORMANCE MONITORING**

a. ***Compliance, Performance Monitoring, and Improvement Activities***

- 1) Contractor must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
- 2) Contractor will attend and contribute to any meetings or trainings (sharing Contractor's expertise and learning from others), and partner with the Commission in a collaborative improvement process by identifying and implementing improvements.
- 3) Contractor must comply with requirements for care and maintenance of facilities, including participation in semiannual facility inspections by Commission staff, performance of required maintenance, and timely notification of any issues at facilities to Commission staff.
- 4) Commission staff involved in monitoring and/or administrating the agreement, and providing guidance or technical support to the Contractor, may visit the Program Site from time to time. Generally, these visits will be prescheduled but that may not always be possible. When Commission staff make unscheduled visits they will do what they can to minimize any disruption and will not unnecessarily ask direct service delivery

staff to redirect their time towards the unscheduled visit. However, any cooperation/communication Commission staff may be needed from site staff is expected.

- 5) Contractor shall submit complete policies and procedures to the Commission for review as set forth herein within 60 calendar days of contract effective date. Contractor must provide current policies and procedures at any time during the term of this agreement within 15 calendar days of request by the Commission. Any changes to the policies and procedures shall be submitted to the Commission for review. The Commission reserves the right to request changes to program policies and procedures throughout the term of the Agreement. Program policies and procedures must include, at a minimum, the following components:
 - a) Project design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, and diversion strategies, including plan for how internal and external resources and partnerships will be utilized to maximize services provided to clients.
 - b) Service description and delivery method for the following:
 - (1) Diversion
 - (2) Intake process and eligibility criteria
 - (3) Housing location and system navigation; and
 - (4) Case management including assessment, development of housing plan, case note documentation, issuance of RTFH-approved triage tool for all Program clients, when needed and appropriate.
 - c) Program exit procedures/termination policies
 - d) Procedure for verifying and documenting homelessness that is compliant with HUD's recordkeeping and reporting requirements and RTFH's community standards, including third-party due diligence after project entry. The procedures must require documentation at intake of the evidence relied upon to establish and verify homelessness and must establish the order of priority for obtaining evidence. Lack of third party documentation should not be a barrier to project entry if the participant is otherwise eligible.
 - e) Low barrier guidelines based on Housing First principles, which will be displayed on site at all times; the following criteria may not be used to determine Program eligibility and continued stay:
 - (1) Sobriety and/or commitment to be drug-free
 - (2) Requirements to take medication if the resident has a mental illness
 - (3) Participation in religious services or activities
 - (4) Payment or ability to pay

(5) Identification

- f) Contraband control and confiscation policy
 - g) Critical incident reporting policies and procedures
 - h) Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design
 - i) Client grievance policies and procedures
 - j) Client confidentiality and privacy/consent (ROI)
 - k) Progressive disciplinary policy for clients and procedures for client appeals
 - l) Service Agreement/Terms of Service which include reference to violations that lead to immediate termination
 - m) Violence Against Women Act (VAWA) policies and procedures and notice of occupancy rights under VAWA; See §§ 574.604(a)(2), 576.409(f), and 578.99(j)(9); The Federal Register publication FR-5720-F-03 reauthorizing the Violence Against Women Act of 2013 can be viewed and referenced at <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.
 - n) Biohazard waste policies and procedures
 - o) Reasonable Accommodation Requests/Appeal process
 - p) Notice of privacy practices to be provided to clients
 - q) Rights of Persons Served
 - r) Any policy describing how households or individuals outside of the target population are served and/or any exclusionary policies
 - s) Housing First fidelity policies and description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles
- (1) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the Program does not:
- (a) Require a minimum level of income at entry;
 - (b) Screen out for substance use;
 - (c) Screen out for criminal record except as mandated by Federal, State, or local regulations;
 - (d) Screen out persons with history of victimization (domestic violence, assault, abuse); and

- (e) Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
- (2) In addition, the Program does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Program clients determine they want assistance moving into permanent housing.
- t) Mandated reporting staff training and procedures.
- u) Educational Assurances, if applicable.

b. *Staffing and Training*

Nothing herein shall be interpreted to result in or conclude that the Commission is a joint employer with the Contractor.

- 1) Contractor's job descriptions for supervising case manager, case manager and housing specialist positions must align with mutually agreed upon job descriptions developed by the Commission and the Contractor for all work performed pursuant to this Agreement.
- 2) Contractor shall, upon employment or promotion of staff for any of the above positions, certify in writing to the Commission that Contractor's employees possess the appropriate level of job skills and job knowledge to perform work as set forth in the mutually agreed upon job descriptions.
- 3) Contractor will participate in any Housing Focused Shelter training provided by the Commission or RTFH as directed by the Commission and participate in any future assessments that may be conducted through a third party consultant to assist the Commission, the City and the Contractor in ensuring program design best meets the needs of the population being served, is focused on exits to permanent housing, and aligns with national best practices and regional standards as determined by the Commission and RTFH.
- 4) Contractor will provide documentation of annual training on all mandated subjects (listed below) to all Program operations staff, regardless of length of service;
- 5) Contractor will ensure that all service staff funded by this Program participate in all required trainings as determined by the Commission, which at a minimum will include Homelessness Prevention and Shelter Diversion, Trauma Informed Care, Motivational Interviewing, Harm Reduction, and operating a Housing-Focused shelter program; and
- 6) Contractor will maintain a written drug and alcohol free policy for staff that is posted/displayed at the Program site at all times, which will include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol.

c. ***Housing First***¹

In alignment with HUD, all homeless programming will adhere to Housing First principles as noted below:

- 1) Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements.
- 2) Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

d. ***Program Records***

1) ***Recordkeeping***

- a) The Contractor shall maintain all records required by the Federal regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, City, U.S. Government, or their authorized agent(s), all Program-related records, documents, and any other financial data or records for review.
- b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files must be password accessible only.
- c) The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

2) ***Homeless Management Information System (HMIS)***

Contractor will enter and maintain data in the RTFH-approved HMIS. Contractor will comply with the HMIS Policies and Procedures in effect during the period of this Agreement including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.

e. ***Mandatory Attendance***

Throughout the year the Commission will host periodic roundtable meetings where the Commission can share information, discuss best practices, and provide technical assistance to providers. Attendance is required at roundtable meetings, including but not limited to, attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.

¹ United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

f. ***Match and Leverage Commitments***

All projects shall provide summary documentation of any matching funds through leveraged or in kind resources used to enhance programs services and operations within 30 days following the end of the Agreement term.

7. PROGRAM OUTCOMES

- a. Contractor agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through monthly and term-end reports in a form, format, and submission timeline determined by the Commission and/or the City. Delays in responding to inquiries from the Commission regarding monthly and term-end reports may result in an action of noncompliance.
- b. If stated benchmarks are not met, Contractor may be required to submit a corrective action plan in a form and format determined by the Commission.
- c. For the Agreement term, Contractor shall use good faith efforts to accomplish the following primary Program outcomes and targets:

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Efficient Number of Households Served	# of Persons/Households Served	Reporting Only
	# of Persons/Households Exiting the Program monthly	
	# of Persons/Households Remaining in the Program monthly (persons who entered in a previous month and did not exit in the current reporting month) (“Stayers”)	
	Client Demographics/Characteristics	
Exits	Positive Outcome	At least 30% exit to Permanent or Other Longer-Term Housing ²

² “Other Longer-Term Housing” includes the following destinations, as captured by HMIS: transitional housing for homeless persons (including homeless youth); staying or living with family, temporary tenure; staying or living with friends, temporary tenure; safe haven; foster care home or foster care group home; substance abuse treatment facility or detox center; and long-term care facility or nursing home.

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
	Negative Outcome	Less than 20% leave program due to noncompliance with program rules (involuntary exit)
	Exits to Emergency Shelters & Places Not Meant for Human Habitation	Reporting Only
Length of Participation	Average Length of Stay for All Persons Exiting the Program	Reporting Only
	Average Length of Stay for Persons Exiting the Program to Permanent Housing	150 days or less
	Average Length of Stay for All “Stayers” in the Program	Reporting Only
	Length of Participation in Days for all “Stayers”	
Housing Stability	Recidivism	No more than 12% of clients exiting to permanent housing return to shelter, safe haven, or supportive services within 6 months of exiting the Program
Improved Self-Sufficiency	% of Adults who entered with income from any source and retained the income at exit	Reporting Only
	% of Adults who gained or increased income from any source at exit	
	% of Adults who entered with employment income and retained the income at exit	
	% of Adults who gained or increased employment income at exit	

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Efficient and Effective Use of Community Resources	Occupancy Rate	At least 95%
	Number of Individuals on Program Waitlist	Reporting Only

8. REQUESTS FOR REIMBURSEMENT (“RFR”)

- a. Contractor must complete monthly RFR submittals, including all required supporting documentation, in a form and format determined by the Commission and/or the City, no later than the 15th day of the month after each reporting period, irrespective of the day of the week when the 15th falls.
 - 1) Contractor is subject to all supporting documentation requirements described in the City’s Economic Development Department Operating Manual in effect during the Agreement term. Supporting documentation includes, but is not limited to: legible copies of all pages of invoices and receipts; copies of dated timesheets, approved by the employee; copies of payroll service documents; proof of payment with the check number listed on the bank statement, a copy of the canceled check, or a proof of electronic fund transfer.
 - 2) Failure to submit appropriate supporting documentation, or respond to the Commission’s inquiries for documentation, may result in requested amount being disallowed.
 - 3) If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.
- b. If all supporting documentation is submitted properly in the RFR submittal, the Commission will attempt to process payment no later than the thirtieth (30th) day of the month in which the RFR was submitted.
- c. Any delay in the approval of monthly or year-end reporting described herein, as a result of the Contractor’s lack of timely response to inquiries from the Commission, may result in delayed reimbursement.

9. REVERSION

Upon the expiration, breach, or termination of this Agreement, the Contractor agrees Commission may reallocate any and all compensation on hand at the time of the expiration or termination or breach, together with any and all accounts receivables attributable to the use of the Compensation, as Commission shall determine in its sole discretion. Commission may procure alternative and/or additional Contractors to perform work in compliance with Commission’s Procurement Policy.

10. MEDIA/COMMUNICATIONS

Contractor shall coordinate with and seek the prior written consent and permission of Commission's Communications and Legislative Affairs Department before distributing any printed or electronic materials specific to the Program or of the Program experience of clients funded through this Agreement. Commission's permission shall not be unreasonably withheld, conditioned or delayed and should Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, Commission's approval shall be deemed to have been given.

Contractor further agrees, recognizing the urgency with which media frequently makes requests for information, Contractor shall exhibit a good faith effort to immediately consult with Commission prior to responding to such inquiries.

11. CLOSE-OUTS

- a. Upon the Program closing date, Contractor shall:
 - 1) Return all equipment, less normal wear associated with operating the Program, to a storage site identified by the Commission or City and remove all such items from the Program site; and
 - 2) Return the site to the same condition as received.
- b. Contractor shall be responsible for completing and submitting a close-out packet to include information such as but not limited to total number of clients housed, Program accomplishments, demographics and financial summary of award for each applicable funding source.
- c. Contractor's obligation to Commission shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:
 - 1) Making final payments;
 - 2) Disposing of Program assets, including the return of all unused materials, Program income balances, and accounts receivable to the Commission; and
 - 3) Determining the custodianship of records.
- d. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period Commission has control over funds related to this Program.

12. COVID-19 EMERGENCY RESPONSE

- a. Services provided under this Agreement shall include the provision of services at other sites as may be deemed necessary or appropriate as determined by the City of San Diego and directed by the Commission to best serve client needs under County, State or Federal directions or restrictions related to mitigating the spread of COVID-19.
- b. While operating under COVID-19 emergency response activities; the number of beds the Contractor is expected to support under the current detailed staffing numbers and related

expenses as reflected in the approved budget, will be determined based on the Contractor's, the City's and the City's enlisted partners ability to logistically support the assigned number of beds.

- c. Any necessary adjustments to specific line item amounts as detailed in the Contract Attachment No. 3, will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.
- d. Any proposed increases to the overall budget may be requested in writing by the Contractor. Such requests may be reviewed and approved by the Commission in its sole discretion.

13. **DEFINITIONS**

TERM	DEFINITION
2-1-1 San Diego³	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing⁴	Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible. Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.
Chronically Homeless⁵	A "chronically homeless" individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. To meet the "chronically homeless" definition, the individual also must have been living as described above continuously for at least 12

³ "What is 2-1-1 San Diego." *2-1-1 San Diego*, 211sandiego.org/mission-values/what-is-211/.

⁴ "Regional Task Force on the Homeless – Community Standards." *San Diego Regional Task Force on the Homeless*, January 2018, p. 23, www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf.

⁵ "Defining Chronically Homeless Final Rule." *HUD EXCHANGE*, vol. 80. No. 233, Dec. 2015, p. 75793. *Federal Register*, <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

TERM	DEFINITION
	<p>months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
Community Development Block Grant⁶	<p>The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.</p>
Continuum of Care⁷	<p>The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.</p>
Coordinated Entry System⁸	<p>The Coordinated Entry System (CES) functions throughout the San Diego region and connects individuals and families experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless (RTFH). Information provided by homeless individuals and entered into the Homeless Management Information</p>

⁶ “Community Development Block Grant Program – CDBG.” *HUD.GOV*, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

⁷ “Continuum of Care (CoC) Program.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

⁸ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, 23 Jan. 2018, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf

TERM	DEFINITION
	System (HMIS) is utilized by RTFH to triage homeless San Diegans into the most appropriate housing intervention.
Critical Incident Report⁹	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.
Diversion¹⁰	A strategy used to prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.
Emergency Shelter¹¹	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Matching Funds¹²	The term “matching funds” refers to the amount of project funding that a grantee agrees to provide in return for being awarded partial funding of the same project.

⁹ “Critical Incident Reporting Policy.” *Department of Human Services Medical Services Division-MFP*, www.nd.gov/dhs/info/pubs/mfp/docs/critical-incidents-reporting-policy.pdf.

¹⁰ “Closing the Front Door: Creating a Successful Diversion Program for Homeless Families.” *National Alliance to End Homelessness*, endhomelessness.org/wp-content/uploads/2011/08/creating-a-successul-diversion-program.pdf

¹¹ “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

¹² “Glossary of Terms.” *U.S. Department of Homeland Security*, www.fema.gov/glossary-terms

TERM	DEFINITION
Homeless¹³	<p><u>Category 1:</u> Individual or Family who lacks a fixed, regular, and nighttime residence, meaning:</p> <ul style="list-style-type: none"> • Has a primary nighttime residence that is a public or private place not meant for human habitation; • Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or • Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. <p><u>Category 2:</u> Individual or family who will imminently lose their primary nighttime residence, if:</p> <ul style="list-style-type: none"> • Residence will be lost within 14 days of the date of application for homeless assistance; • No subsequent residence has been identified; and • The individual or family lacks the resources or support networks needed to obtain other permanent housing. <p><u>Category 4:</u> Any individual or family who:</p> <ul style="list-style-type: none"> • Is fleeing, or is attempting to flee, domestic violence; • Has no other residence; and • Lacks the resources or support networks to obtain other permanent housing.
Homeless Assistance Standards¹⁴	<p>The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego.</p>
Homeless Emergency Assistance and Rapid	<p>The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial</p>

¹³ "HEARTH Homeless Definition Final Rule." HUD Exchange, vol. 76, No. 233, Dec. 2011, p. 75999. *Federal Register*, www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf.

¹⁴ "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

TERM	DEFINITION
Transition to Housing Act¹⁵	changes, including a consolidation of the U.S. Department of Housing and Urban Development's (HUD) competitive grant programs.
Homeless Management Information System¹⁶	A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The San Diego regional HMIS software is called Clarity.
Housing First¹⁷	Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.
Integrated Homeless Outreach Team¹⁸	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing¹⁹	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night.

¹⁵ "The McKinney-Vento Homeless Assistance Act, As Amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009." *HUD EXCHANGE*, May 2009, www.hudexchange.info/resources/documents/HomelessAssistanceActAmendedbyHEARTH.pdf

¹⁶ "Homeless Management Information System." *HUD EXCHANGE*, www.hudexchange.info/programs/hmis/.

¹⁷ "Housing First in Permanent Supportive Housing." *HUD EXCHANGE*, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf.

¹⁸ "Homeless Outreach Team (HOT)." *The City of San Diego*, www.sandiego.gov/homeless-services/programs/hot.

¹⁹ "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, p. 23, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

TERM	DEFINITION
Memorandum of Understanding²⁰	A Memorandum of Understanding (MOU) is a formal, written agreement between two or more parties that establishes a partnership. Unless an MOU affirmatively states that parties do not intend to be legally bound by its terms, it will generally be considered a binding agreement.
McKinney-Vento Act²¹	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.
Permanent Housing²²	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program client must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team²³	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by

²⁰ “Establishing a Memorandum of Understanding.” *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

²¹ “Law & Guidance, Part C – Homeless Education.” *U.S. Department of Education*, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg116.html.

²² “Continuum of Care (CoC) Program Eligibility Requirements.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

²³ “Psychiatric Emergency Response Team: Improving and Enriching Lives.” *Community Research Foundation*, 2010. www.comresearch.org/pert.php.

TERM	DEFINITION
	linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless²⁴	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego as well as tracking regional data on the homeless. RTFH is also the administrator of the central HMIS for the region.
San Diego Housing Commission and SDHC²⁵	The San Diego Housing Commission or SDHC (when used in this document these terms are synonymous) provides affordable, safe, and quality homes for low- and moderate-income families and individuals in the City of San Diego.
U.S. Department of Housing and Urban Development²⁶	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all. HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.
U.S. Interagency Council on Homelessness²⁷	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
Veteran²⁸	Low to Moderate Income (LMI) veterans who served in the armed forces of the United States on federal active duty for reasons other than training and who were discharged or released therefrom. Individuals who served in the National Guard or Reserves are classified as Veterans only if they were called or ordered to active duty, not counting the four to six months for initial training or yearly summer camps. Service as a civilian employee or civilian volunteer for the Red Cross, United Service Organizations (USO), Public Health Service, or War or Defense Department is not considered

²⁴ "San Diego Regional task Force on the Homeless Website." San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

²⁵ "San Diego Housing Commission-About Us." *San Diego Housing Commission*. www.sdhc.org/about-us/

²⁶ "HUD.GOV-About HUD." *U.S. Department of Housing and Urban Development*, www.hud.gov/about.

²⁷ "About USICH." *United States Interagency Council on Homelessness*, www.usich.gov/about-usich/.

²⁸ "FY 2018 CDBG Request for Qualifications (RFQ) Frequently Asked Questions (FAQ)." The City of San Diego, 2 Nov, 2016, p. 5, www.sandiego.gov/sites/default/files/fy18cdbgfaq1.pdf.

TERM	DEFINITION
	active duty. For Merchant Marine service, only service during World War II is considered active duty, and no other period of service.
Violence Against Women Act (VAWA)²⁹	<p>The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely on the basis that an individual is a victim of domestic violence, dating violence, stalking or sexual assault. VAWA applies to all individuals regardless of sex, gender identity, or sexual orientation. Under most circumstances, a survivor need only to self-certify in order to exercise rights under VAWA, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections under VAWA.</p> <p>VAWA includes housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD’s core housing and homelessness programs.³⁰ These protections apply to certain housing programs subsidized by HUD even where there is no lease, including shelters, temporary housing, short-term supported housing, and safe havens.</p> <p>VAWA's housing protections include emergency transfers which allow survivors to move to another safe and available unit if they fear for their life and safety. Additionally, covered housing providers cannot deny tenancy or occupancy rights based solely on adverse economic and criminal consequences that are a direct result of being a survivor, such as damage to survivor’s property causing eviction and poor rental history.³¹</p>
Vulnerability Index – Service Prioritization and Decision Assistance Tool³²	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) is an evidence based common assessment tool containing a set of questions designed for initial screening to quickly assess the health and social needs of people experiencing homelessness and match them with the most appropriate support and housing interventions that are available. This tool examines and scores an individual or family’s vulnerability level, and provides a basis for prioritizing clients for housing opportunities.

²⁹ <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

³⁰ https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act

³¹ <https://archives.hud.gov/news/2016/pr16-159.cfm>

³² “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf.

CONTRACT ATTACHMENT NO. 3 COMPENSATION SCHEDULE

A detailed budget as agreed to by the parties is incorporated herein by this reference. Any necessary adjustments to specific line item amounts included in the detailed budget will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.

Contractor shall submit requests for reimbursements and invoices in compliance with the approved detailed budget.



SAN DIEGO
HOUSING
COMMISSION

SAN DIEGO HOUSING COMMISSION SUBRECIPIENT PROJECT BUDGET SUMMARY

Fiscal Year: 2021

Project Name: Bridge Shelter for Single Women, Families with Children, and Transitional Age Youth (TAY)

Provider Name: St. Vincent de Paul Village, Inc.

Total Funding Amount: \$ 4,747,087.40

SPENDING CATEGORIES		OTHER FUNDING SOURCES			TOTAL PROJECT BUDGET
		[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	
PERSONNEL EXPENSES (PE)	\$ 1,823,393.99	\$ -	\$ -	\$ -	\$ 1,823,393.99
NON-PERSONNEL EXPENSES (NPE)	\$ 2,923,693.41	\$ -	\$ -	\$ -	\$ 2,923,693.41
FAIC BUDGET	N/A				N/A
TOTAL BUDGET	\$ 4,747,087.40	\$ -	\$ -	\$ -	\$ 4,747,087.40

CONTRACT ATTACHMENT NO. 4
HHAP GRANT AGREEMENT (to be inserted upon receipt from the State of California)

DRAFT

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR CITY OF SAN DIEGO BRIDGE SHELTER – VETERAN ADULTS
WITH
VETERANS VILLAGE OF SAN DIEGO

Contract No. HHI-20-22

THIS AGREEMENT, entered into this _____ day of _____ 2020,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
(619) 231-9400

and the Contractor:

VETERANS VILLAGE OF SAN DIEGO
4141 Pacific Highway
San Diego, California 92110
(619) 497-0142

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate the City of San Diego Bridge Shelter – Veteran Adults (the “Program”) as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Work, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3

103. TIME OF PERFORMANCE

a. Initial Term

All services required pursuant to this Agreement shall commence effective July 1, 2020 through December 31, 2020.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule," attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of ONE MILLION NINE HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED FORTY THREE AND 05/100 DOLLARS (\$1,955,443.05). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission. Commission pre-approved line item budget adjustments are permitted given that in no event will the total compensation exceed the maximum compensation as set forth herein. Further, in no event shall the revised line item exceed the amount that is reasonable for the line item.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("Housing Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 249 of this Agreement. Provided the Contractor is not in default under the terms of this Agreement, the Commission shall compensate Contractor for all accrued costs/expenses incurred pursuant to this Agreement up until the effective date of cancellation or termination of this Agreement by the Commission.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the Contractor's staff. Such requisition shall at a minimum: (1) reference the contract number assigned hereto; (2) reference the purchase order assigned; (3) describe the services performed in detail, as specified in Contract Attachment No. 2; and (4) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

Upon execution of this Agreement, the Commission will disburse one month's worth of funding in advance by the first of each month. Contractor will provide proof of spending by the 18th of the following month. Upon reconciliation, any variances will be deducted from or added to the following disbursement. The Commission reserves the right to delay disbursement if proof of spending is not submitted in a timely manner. Contractor will return any unspent funds within 30 days of the Commission's fiscal year end.

d. Funding Source

During the initial term of this Agreement and during any Option Periods, where exercised, Commission retains the right to modify the funding source(s) as necessary, including but not limited to, City General Funds, unrestricted local funds, and federal funds to the extent available and permitted.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

Signature Page to Agreement for City of San Diego Bridge Shelter – Veteran Adults with Veterans Village of San Diego (Contract No. HHI-20-22):

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

VETERANS VILLAGE OF SAN DIEGO

By: _____ Date: _____
Andre Simpson
Executive Vice President & Chief Operating Officer

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____ Date: _____
Jeff Davis
Executive Vice President and Chief of Staff

By: _____ Date: _____
Lisa Jones
Senior Vice President of Homeless Housing Innovations

By: _____ Date: _____
Debra Fischle-Faulk
Vice President of Procurement and Compliance

Approved as to Form:

Christensen & Spath LLP

By: _____ Date: _____
Charles Christensen
General Counsel for San Diego Housing Commission

CONTRACT ATTACHMENT NO. 1

GENERAL PROVISIONS

201. Status of Contractor and Designated Representative.

(a) Contractor acknowledges that Contractor is an independent contractor, and not agents or employees of the Commission, the Housing Authority, or the City of San Diego. Any provision of this Agreement that may appear to give the Commission a right to direct Contractor 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 Contractor shall follow the direction of the Commission concerning the end results of the performance.

(b) Contractor shall have no authority to bind the Commission, in any manner, or to incur any obligation, debt or liability of any kind, on behalf of or against the Commission, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the Commission.

(c) Because this Agreement is entered into by the Commission in reliance upon Contractor's qualifications, experience, and personnel identified, Contractor shall not assign or subcontract any of its rights, obligations, and/or duties under this Agreement, without first obtaining the written consent of the Commission. Any putative assignment of Contractor's rights, obligations, and/or duties under this Agreement shall not create a contractual relationship between the Commission and any putative assignee, and any such assignment shall be ineffective, null and void. Any assignment in violation of this Section is grounds for immediate termination of this Agreement, at the sole discretion of the Commission.

(d) Contractor shall identify a designated representative for the purposes of this Agreement. In the event Contractor changes its designated representative for the purposes of this Agreement, Contractor shall notify the Commission of the new designated representative within ten (10) calendar days of the date of such change.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure of Confidential Information

(a) The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly

or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as authorized by the Commission.

(b) Section 203(a) above does not apply to information that:

- (i) was publicly known, or otherwise known to Contractor, at the time the information was provided to Contractor by the Commission;
- (ii) subsequently becomes publicly known, through no act or omission of Contractor;
- (iii) becomes known to Contractor from a source or means other than the Commission;
- (iv) is considered a “public record,” pursuant to the California Public Records Act (California Government Code sections 6250 – 6276.48); or
- (v) is required to be disclosed pursuant to law or a court order.

204. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority, or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

205. Project Records

(a) Generally. Contractor shall maintain all Project Records during the term of this Agreement, including those required by the Federal regulations specified in 24. C.F.R. 570.506 and those required by the City of San Diego’s most current operating manual (Operating Manual) that are pertinent to the activities to be funded under this Agreement. Project Records include all administrative and/or financial records required in connection with the Agreement that are

prepared and/or gathered by Contractor, including but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product and any other documents, data, and/or records pertaining to all matters covered in this Agreement, or required by the Operating Manual.

(b) Accounting Records. Contractor shall maintain, complete and accurate accounting records, in accordance with Generally Accepted Accounting Principles (GAAP) in the industry.

(c) Inspection and Photocopying. At any time during normal business hours and as often as requested, Contractor shall permit, the Commission, the City of San Diego, HUD, the Comptroller General of the United States (Comptroller General), or any of their duly authorized representatives, to inspect and photocopy, at a reasonable location within the County of San Diego (e.g., the offices of Commission), all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and/or evaluating Contractor's performance of its obligations and/or duties under this Agreement. The Commission, City of San Diego, HUD, or Comptroller General may retain copies of the same, with appropriate safeguards, if such retention is deemed necessary by the Commission, City of San Diego, HUD, or Comptroller General in its sole discretion. The Commission will keep all copies of Project Records in the strictest confidence required by law.

(d) Duplicates of Records. Upon any request by the Commission, the City of San Diego, HUD, Comptroller General, or any of their duly authorized representatives, for Project Records, Contractor shall submit exact duplicates of the originals of the requested Project Records to the requesting party for the purposes described in Section 205(c) above.

(e) Storage Period. Except where long retention periods are required pursuant to 24 CFR 576.500(y), Contractor shall store all Project Records for a period of not less than five (5) years after the Contractor's final submission of all required reports under this Agreement, or five (5) years after the Commission and Contractor make all final payments, or until all pending matters (including audit findings) have been resolved, whichever is longest. All Project Records shall be kept at the Contractor's regular place of business. At any time during the storage period, Contractor shall permit Commission, the City of San Diego, HUD, Comptroller General, or any of their duly authorized representatives, to inspect and photocopy all Project Records for the purposes described in Section 205(c) above. After the storage period had expired, Contractor shall provide the Commission with thirty (30) calendar days written notice of its intent to dispose of any Project Records. During this time period, the Contractor shall provide any and all Project Records to the Commission upon the request of the Commission.

206. HUD Program Specific Audit Requirements

2 CFR Part 200, as applicable, requires that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed, or insured loan balances totaling \$750,000.00 or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct,

guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

207. Contractor's Liability

Contractor shall defend, indemnify, protect, and hold harmless the Commission, the San Diego Housing Authority, the City of San Diego, and their elected officials, appointed officials, departments, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property, including, but not limited to, injury to either of their officers, employees, invitees, guests, and agents, which arise from, or are connected with, or are caused, or claimed to be caused, by this Agreement, or by the acts or omissions of the other party hereto or any of their elected officials, appointed officials, officers, employees, representatives, and agents in performing the work or services required or authorized herein, and all expenses of investigating and defending against same, including, without limitation, attorneys' fees and costs. However, any party's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the other party or its elected officials, appointed officials, elected officials, departments, officers, employees, representatives, and/or agents. Any defense of any person referenced in this Section shall be at the indemnifying party's sole cost and expense and by counsel selected by the indemnifying party, subject to the reasonable approval of the indemnified person, which counsel may, without limiting the rights of any of the indemnified person pursuant to the next succeeding sentence of this Section, also represent the indemnifying party in such investigation, action or proceeding. If any indemnified person determines reasonably and in good faith that its defense by the indemnifying party is reasonably likely to cause a conflict of interest or is being conducted in a manner which is prejudicial to such persons interests, such indemnified person may elect to conduct its own defense through counsel of its own choosing, subject to the reasonable approval of the indemnifying party, and at the expense of the indemnifying party.

208. Insurance

(a) Insurance Companies. All insurance required in this Agreement shall be carried only by insurers that have been rated "A-, VI," or better, by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the Commission. The Commission will accept insurance provided by non-admitted "surplus lines" carriers, only if the carrier is authorized to do business in the State of California and is shown on the List of Eligible Surplus Lines Insurers.

(b) Commercial General Liability Insurance

- (i) At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Commercial General Liability Insurance, written on an ISO Occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000.

- 2) The policy shall expressly provide that:
 - (i) all defense costs shall be outside the limits of the policy; and
 - (ii) the policy cannot be cancelled or materially changed, except after 30 calendar days written notice by the insurer to the Commission by certified mail.
- 3) The policy shall be endorsed to expressly provide that:
 - (i) the City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego, their elected and appointed officials, officers, agents, employees, and representatives are named as additional insureds; and
 - (ii) the policy is primary and non-contributory to any insurance that may be carried by the Commission.
- 4) There shall be no endorsement or modification of the policy limiting the scope of coverage for insured versus insured claims, or for contractual liability.

(c) Commercial Automobile Liability Insurance.

- 1) At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Commercial Automobile Liability Insurance for all of Contractor's automobiles (including owned, hired, and non-owned automobiles) that will be used for purposes of this Agreement, written on an ISO form CA 00 01 12 90 or a later version of this form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all bodily injury and property damage, for a combined single limit of \$1,000,000 per occurrence. The insurance policy shall reflect coverage for any automobile ("any auto").
- 2) The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after 30 calendar days written notice by the Contractor to the Commission by certified mail.
- 3) The policy shall be endorsed to expressly provide that the City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego, their elected and appointed officials, officers, agents, employees, and representatives are named as additional insureds.

(d) Workers' Compensation Insurance

- 1) At all times during the term of this Agreement, Contractor shall maintain,

in full force and effect, Workers' Compensation Insurance for Contractor's employees who are subject to this Agreement, to the extent required by the State of California, providing a minimum of \$1,000,000 of employers' liability coverage.

- 2) The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after 30 calendar days written notice by the Contractor to the Commission by certified mail.
- 3) The policy shall be endorsed to expressly provide that the insurer waives the right of subrogation against the City of San Diego, the San Diego Housing Commission, the Housing Authority of the City of San Diego and their elected and appointed officials, officers, agents, employees, and representatives.

(e) **Certificates.** Prior to the effective date of this Agreement, Commission and Contractor shall provide to the City, the San Diego Housing Commission and the Housing Authority of the City of San Diego insurance certificates evidencing the insurance required in Sections 210(b), 210(c), and 210(d) above.

(f) **Endorsements.** Prior to the effective date of this Agreement, Commission and Contractor, shall provide to the City, the San Diego Housing Commission and the Housing Authority of the City of San Diego, the endorsements required under Sections 210(b)(iii), 210(c)(iii), and 210(d)(iii) above. Contractor shall ensure that all such endorsements are in full force and effect throughout the term of this Agreement.

(g) **City and Commission's Right to Request and Review Contractor's Insurance Policies.** The City and the Commission, reserve their rights to request, and Contractor shall immediately submit to the City and the Commission, upon the City's and Commission's request, copies of any policy required in Sections 210(b), 210(c), and 210(d) above, and its right to review, at any time, Contractor's insurance coverage, limits, deductibles, and self-insured retentions to determine if they are sufficient, given the level of risk associated with the services described in the Agreement. If the City and/or the Commission determines that any such insurance coverage, limits, deductibles, and/or self-insured retentions is insufficient, the City and Commission shall amend this Agreement to increase such insurance coverage, limits, deductibles, and/or self-insured retentions to a sufficient level, as determined by the City and Commission, and Contractor shall comply with any such amendment.

(h) **Deductibles and Self-Insured Retentions.** All deductibles and self-insured retentions on any policy shall be the responsibility of Contractor.

(i) **Contractor's Liability Not Limited to Insurance Coverage.** Contractor's liability, including, but not limited to, Contractor's indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required in this Article.

(j) **Modifications Affecting Commission's Exposure to Loss.** Contractor shall not

modify any policy (or endorsement thereto), which increases the Commission's exposure to loss for the duration of this Agreement.

(k) **Additional Insurance.** Contractor may obtain additional insurance not required by this Agreement.

(l) **Expiration of Policies.** Upon the expiration date of each insurance policy required in Sections 210(b), 210(c), and 210(d) above, Contractor shall provide to Commission an insurance certificate showing that a new or extended policy has been obtained which meets the requirements of this Agreement. Contractor shall provide to the Commission all required endorsements for the new or extended policies within 15 calendar days of the expiration date of each expiring insurance policy.

(m) **Requirement to Maintain Insurance.** Any failure by Contractor to maintain the insurance required by this Agreement throughout the term of this Agreement shall constitute a material breach of this Agreement and shall be grounds for immediate termination.

209. Compliance with Laws and Policies

Contractor shall comply with all applicable laws, statutes, rules, regulations, orders, ordinances, resolutions, permits, requirements, and policies of the federal, state, and local governments, as they pertain to this Agreement. In addition, Contractor shall immediately comply with all directives issued by the City of San Diego, or its duly authorized representatives, under authority of any law, statute, rule, regulation, order, ordinance, resolution, permit, requirement, or policy of the federal, state, or local governments. Failure by the Contractor to accept or comply with rules, regulations, and procedures which affect the terms of this Agreement, shall be deemed a material breach of this Agreement and shall be grounds for immediate termination by Commission.

210. Conflict of Interest

(a) Contractor shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including, but not limited to, each of the following:

- 1) the conflict of interest provisions in 24 CFR 576.404, 24 CFR 570.611, 2 CFR 200.112 and 2 CFR 200.318; and
- 2) California Government Code sections 1090 et. seq., and 81000 et. seq.

(b) The parties are unaware of any financial or economic interest of any public officer or employee of the Commission or Contractor relating to this Agreement. If the Commission or Contractor becomes aware at any time during the Term of this Agreement of any financial or economic interest, the Contractor or Commission, as applicable, shall immediately disclose in writing such interest to the other party. If such a financial and/or economic interest is determined to exist, the Contractor or Commission may immediately terminate this Agreement by giving written notice thereof.

(c) If, in performing its obligations and duties set forth in this Agreement, Contractor makes, or participates in, a “government decision,” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same (or substantially all the same) duties for the Commission that would otherwise be performed by a City of San Diego employee holding a position specified in the City of San Diego’s conflict of interest regulations, Contractor shall be subject to the City of San Diego’s conflict of interest regulations, requiring the completion of one or more statements of economic interests, disclosing Contractor’s relevant financial interests.

For the duration of this Agreement, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

- 1) Statements of economic interest shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk for the City of San Diego. Contractor shall file a Form 700 (Assuming Office Statement) within thirty (30) calendar days of the Commission’s determination that Contractor is subject to the City of San Diego’s conflict of interest regulations. Contractor shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which Contractor was subject to the City of San Diego’s conflict of interest regulations.
- 2) If the Commission requires Contractor to file a statement of economic interests as a result of the obligations and duties performed, Contractor shall be considered a “City Official,” subject to the provisions of the City of San Diego’s Ethics Ordinance, including the prohibition against lobbying the City of San Diego for one year following the termination of this Agreement.

(d) Contractor shall establish, and make known to its agents and employees, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, and/or other relationships.

(e) Contractor’s personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any subcontractor or potential subcontractor. Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations or policies.

(f) If Contractor violates any conflict of interest law, or the provisions of this section, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies available under the law. Further, any such violation shall subject Contractor to liability to the Commission for attorney’s fees and all damages sustained as a result of the violation.

211. Equal Opportunity Programs

(a) Contractor shall comply with the City of San Diego's Equal Employment Opportunity (EEO) Outreach Program, codified in San Diego Municipal Code sections 22.2701-22.2707. Contractor is individually responsible for abiding by its contents.

(b) Contractor shall comply with Title VII of the Civil Rights Act of 1964 (as amended by Executive Orders 11246, 11375, and 12086; as supplemented by 41 CFR chapter 60), the California Fair Employment Practices Act, and any other applicable federal and state laws and/or regulations hereinafter enacted.

(c) Contractor shall not discriminate on the basis of race, color, gender, religion, national origin, sexual orientation, age, familial status, or disability, in performing any obligation or duty in connection with this Agreement, including, but not limited to, the provision of services, privileges, facilities, advantages, and accommodations.

(d) Contractor shall provide equal opportunity in all employment practices.

(e) Contractor shall submit to Commission, a current Work Force Report, and if requested by the Equal Opportunity Contracting (EOC) staff, an Equal Employment Opportunity Plan, as required by San Diego Municipal Code section 22.2705.

(f) Contractor understands that compliance with EEO provisions shall be monitored and reviewed by Commission or City of San Diego EOC staff.

(g) Contractor acknowledges that its failure to comply with the above requirements, or its submittal of false information in response to these requirements, fully authorizes the Commission to take any of the following actions: the withholding of reimbursement payments until Contractor complies with the above; immediate termination of this Agreement; debarment; and/or other sanctions, including suspension from participating in future Commission or City of San Diego contracts (as prime or subcontractor) for a period of not less than one year. For additional or subsequent violations, the period of suspension may be extended for a period of up to three years. Failure to satisfy penalties imposed pursuant to this section shall prohibit Contractor from participating in future Commission or City of San Diego contracts until all penalties have been satisfied.

(h) Nothing in this section shall be interpreted to hold Contractor liable for the discriminatory practice of its subcontractors.

212. Non-Discrimination in Contracting

(a) Contractor shall comply with the Nondiscrimination in Contracting Ordinance, codified in San Diego Municipal Code sections 22.3501 – 22.3517.

(b) Contractor shall not discriminate as it relates to this Agreement, on the basis of race, color, gender, religion, national origin, ethnicity, sexual orientation, age, familial status, or disability, in the solicitation, selection, hiring, or treatment of its employees, any applicants for employment, any subcontractors, vendors, or suppliers.

(c) Within sixty (60) calendar days of a request by the Commission, Contractor shall require provide the Commission a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor shall ensure its full cooperation in any investigation conducted by the Commission, pursuant the Nondiscrimination in Contracting Ordinance, referenced above.

(d) Violation of any provision by Contractor shall be considered a material breach of their agreement with Commission, and may result in remedies being ordered against Subcontractor up to, and including, immediate termination of their agreement, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance.

213. Local Business and Employment

Contractor acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms on all City of San Diego contracts. Contractor shall to the extent reasonably possible, solicit applications for employment, as well as bids and proposals for subcontracts for work associated with this Agreement, from local residents and firms, as opportunities occur. Contractor shall hire qualified local residents and firms, whenever feasible.

214. Living Wage Ordinance

Contractor shall comply with the provisions of the Living Wage Ordinance, codified in San Diego Municipal Code sections 22.4301 et seq. in performing its obligations and/or duties under this Agreement.

215. Americans With Disabilities Act

Contractor shall comply with City Council Policy 100 04, as adopted by City Council Resolution R-282153, relating to the federally mandated Americans with Disabilities Act (ADA), as incorporated into this Agreement by this reference. Contractor shall be individually responsible for their own ADA program.

216. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

217. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission

was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Commission.

218. Drug-free Workplace

Contractor shall comply with the Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Agreement by this reference. Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

(b) Establish a drug-free awareness program to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace.

(ii) The Contractor's policy of maintaining a drug-free workplace.

(iii) Any available drug counseling, rehabilitation and employee assistance programs.

(iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by subdivision 218(a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

(d) Contractor shall be individually responsible for its own drug free workplace program.

219. Lobbying Provisions

(a) Contractor shall not use any of the funds, personnel, or materials received in connection with this Agreement, to influence, or attempt to influence, any governmental decision or election in any manner, whatsoever. This prohibition shall apply to any decision of any kind to be made by any electorate, legislative body, agency, bureau, board, commission, district, or any other instrument of federal, state, or local government. The term, "influence or attempt to influence," shall mean the making, with the intent to influence, any communication to, or appearance before, any officer, employee, or appointee of any governmental entity, as well as any communication made to any electorate, regarding any ballot measure or candidate election.

(b) Contractor acknowledges that funds received under this Agreement have been provided pursuant to a federal grant, and shall comply with the laws set forth at 31 USC 1352 and 24 CFR 87.

(c) Contractor shall complete and sign a certification form in accordance with the Byrd Anti-Lobbying Amendment (31 USC 1352), certifying Contractor's knowledge of, and promise to comply with, each of the provisions set forth herein. This certification shall be a condition precedent to this Agreement and shall be submitted to Commission prior to the date of execution of this Agreement.

(d) Contractor shall disclose to the Commission any funds from any other source which have been paid by Contractor (or its principals or agents), within the last year, to influence or attempt to influence decisions from the federal government, by completing, signing, and submitting to the Commission, Form LLL, "Disclosure of Lobbying Activities," found at 24 CFR 87, Appendix B.

(e) Contractor understands that the duty to disclose lobbying activities is a continuing requirement, and therefore, shall make such disclosures at the end of each calendar quarter in which there occurs any event requiring disclosure.

220. Product Endorsement

Contractor shall comply with the provisions of City Administrative Regulation 95.65 regarding product endorsements. Contractor shall not create any advertisement or writing that identifies or refers to the City of San Diego, or the Commission, as the user of a product or service, without obtaining prior written permission from the Commission.

221. Storm Water Pollution Prevention

Contractor shall comply with the City of San Diego's Storm Water Management and Discharge Control Ordinance, codified in the San Diego Municipal Code sections 43.0301 et seq., in performing its obligations and/or duties under this Agreement.

222. Recognition of Funding Source

Contractor ensures recognition of the role of the federal CDBG Program in funding Contractor's services under this Agreement. All activities performed, facilities and items utilized, and publications prepared, in connection with this Agreement, shall be prominently labeled to reference the use of ESG and/or CDBG Funds from HUD as a funding source. The reference shall be worded as follows: "This project is funded in whole or in part with Emergency Solutions Grant (ESG) and/or Community Development Block Grant (CDBG) Program funds provided by the U.S. Department of Housing and Urban Development (HUD) to the City of San Diego."

223. Operating Manual

Contractor acknowledges compliance with the Operating Manual for the City of San Diego, including but not limited to, those provisions related to fiscal accountability, eligible and ineligible

project expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative functions. Any desired changes by Contractor to the procedures set forth in the Operating Manual must be requested by Contractor, in writing and approved by the Commission, in writing, before such changes may be implemented.

224. Playing By The Rules Handbook

By executing this Agreement, Contractor acknowledges that it has received, read, and understood all the contents of the Playing by the Rules Handbook and shall fully comply with all of the administrative recommendations set forth herein. The Playing by the Rules Handbook is the handbook dated March 2005, provided by HUD, setting forth the administrative recommendations that apply to the use of federal funds for the delivery of CDBG programs and activities.

225. Equal Benefits Ordinance

(a) In accordance with the Equal Benefits Ordinance (EBO), Contractor shall provide and maintain equal benefits as defined in SDMC 22.4302 for the duration of the Agreement (SDMC 22.4304(f)). Prior to the execution of this Agreement, Contractor shall complete the EBO Certification of Compliance and provide it to Commission. Failure to maintain equal benefits consistent with the EBO is a material breach of the Agreement (SDMC 22.4304(e)).

(b) Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the San Diego Housing Commission, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

(c) Contractor shall immediately give the Commission access to documents and records sufficient for the Commission to verify that Contractor is providing equal benefits and otherwise complying with EBO requirements.

(d) The full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City’s website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

226. Uniform Administrative Requirements

Contractor shall comply with all applicable uniform administrative requirements set forth in 24 CFR 570.502 and 24 CFR 576.407, including, but not limited to, federal ESG and/or CDBG financial and contractual procedures and federal ESG financial and contractual procedures, as well as 2 CFR 200 subparts B through D. These federal documents are on file at the City of San Diego’s Economic Development Department, located at 1200 Third Avenue, Suite 1400, San Diego, CA, 92101.

227. Other Program Requirements

Contractor shall comply with all federal laws and regulations described in 24 CFR 570 subpart K (Sections 570.600 through 570.614) and 24 CFR 576 subpart E (Sections 576.400 through 576.408), except that:

- (a) Contractor does not assume the environmental responsibilities described in 24 CFR 570.604 or 24 CFR 576.407; and
- (b) Contractor does not assume the responsibility for initiating the review process described in 24 CFR part 52.

228. Davis-Bacon Act

Contractor agrees that in performing its obligations and duties under this Agreement, Contractor shall solely perform those services described in the Scope of Services and shall not perform any construction work, alteration, demolition, repair, or maintenance work or otherwise enter into a Federally Assisted Construction Contract, as defined in 41 CFR part 60-1.3. Therefore the Agreement is exempt from the Davis-Bacon Act.

229. Contract Work Hours and Safety Standards Act

Contractor shall comply with 40 USC 3702 and the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5)- for construction contracts in excess of \$2000, and other contracts that involve the employment of mechanics or laborers in excess of \$2500.

230. Energy Policy and Conservation Act

Contractor shall comply with the mandatory standards and policies relating to energy efficiency, which are contained in California's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

231. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387) – for contracts in excess of \$150,000.

232. Copeland “Anti-Kickback” Act

Contractor shall comply with the Copeland “Anti-Kickback” Act (18 USC 874), as supplemented by Department of Labor regulations (29 CFR part 3)- for contracts involving construction or repair.

233. Religious Activities

Contractor shall comply with all applicable HUD requirements governing the use of CDBG Funds and ESG Funds by religious organizations, including those set forth in 24 CFR 570.200(j), as well as Executive Order 11245 (as amended by Executive Order 13279).

234. Section 3 Contract Clauses

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing

assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

(h) Contractor shall document its good faith efforts to comply with the terms of conditions of the above Section 3 Clause, and furnish such documentation to Commission, upon request.

235. Fair Housing Act

Contractor shall comply with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) , as amended, which prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability. In addition, Contractor shall comply with the regulations issued following Title VI of the 1964 Civil Rights Act (as amended by Executive Orders 11246, 11375, and 12086) and section 109 of the 1975 Housing and Community Development Act that prohibits discrimination in HUD programs based on sex, race, color, national origin, and religion and administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act.

(a) Contractor shall post in a prominent place at the program site the Equal Housing Opportunity Logo which may be obtained through the HUD Programs Administration Office.

(b) Contractor shall post in a prominent place at the program site any other Fair Housing materials provided by the Commission upon execution and/or throughout the term of this Agreement.

236. Section 504

Contractor shall comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities in any federally assisted program. The Commission shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations applicable during the term of this Agreement.

237. Lead-Based Paint

Contractor shall comply with 24 CFR 570.608 and 24 CFR 576.403 regarding the requirement to comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Hazard Reduction Act of 1992 (42 USC 4851-4856), and implementing regulations at part 35 subparts A, B, H, J, K, M, and R of this part.

238. Resource Conservation and Recovery Act

Contractor shall comply with Section 6002 of the Solid Waste Disposal act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

239. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

240. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

241. Subcontracting

(a) No services covered by this Agreement shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated. Such efforts shall include, but shall not be limited to: (1) including such firms, when qualified, on solicitation mailing lists; (2) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (3) dividing total subcontract

requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (4) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (5) using the services and assistance of the Small Business Commerce.

(i) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(ii) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(iii) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(iv) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

242. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Agreement may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

243. Changes or Amendments

Contractor acknowledges and agrees to fully perform the entire Scope of Services. In the event that Contractor is unable to perform any portion of the Scope of Services, Contractor agrees to immediately inform the Commission in writing of such inability to perform. Within thirty (30) calendar days of failing to perform any required portion of the Scope of Services, the Contractor shall provide the Commission with a proposal regarding how the Contractor intends to address this inability to perform. Contractor agrees that the Commission retains full and complete discretion

regarding any request to amend any portion of the Scope of Services under the Agreement. Should circumstances require and the parties agree that any of the terms or conditions of this Agreement be changed or amended, such changes or amendments shall only be accomplished by a written amendment or writing signed by the authorized representatives of the Commission and Contractor.

244. Extension of Contract Term

(a) Provided, that the Contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be exercised by the Contractor.

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the Contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.

(e) The Commission and Housing Authority hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a pro rata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the Commission and/or Housing Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

245. Entire Agreement

This Agreement represents the sole and entire agreement between the Commission and Contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

246. Partial Invalidity

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

247. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

(a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,

(b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

248. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

249. Termination

This Agreement may be terminated by the Commission on thirty (30) days' written notice to the Contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

250. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

251. Contract Governed by Laws of State of California

This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

252. Jurisdiction and Venue

The Parties agree to submit to the personal jurisdiction of, and that venue shall be in, any State Court within the County of San Diego, State of California, for any dispute, claim, or matter arising out of, or related to, this Agreement.

253. Notice

In all cases where written notice is required under this Agreement, service of such notice shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement.

254. Covenants and Conditions

All provisions herein, expressed as either covenants or conditions on the part of the Commission or Contractor to be performed or observed, shall be deemed to be both covenants and conditions.

255. No Waiver

No failure of either the Commission or Contractor to insist upon the strict performance by the other of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement, and each and every term, covenant, and condition, herein shall continue in full force and effect to any existing or subsequent breach.

256. Successors in Interest

This Agreement, and all rights, obligations, and/or duties under this Agreement, shall be in full force and effect, whether or not any party to the Agreement has been succeeded by another entity, and all rights, obligations, and/or duties under this Agreement shall be vested and binding on any party's successor in interest.

257. Drafting Ambiguities

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, covenants, and conditions of this Agreement, and the decision

of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

258. Signing Authority

Each individual executing this Agreement on behalf of a legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such entity in accordance with its terms. Contractor shall provide the Commission with evidence, satisfactory to the Commission, that such authority is valid and that such entity is a valid, qualified corporation or limited liability company in good standing in its home state and that such entity is qualified to do business in California.

259. Counterparts

This Agreement may be executed in counterparts, which, when taken together, shall constitute a single signed original, as though all Parties had executed the same page.

260. Headings

All headings in this Agreement are for convenience only, and shall not affect the interpretation of this Agreement.

261. Exhibits Incorporated

All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

262. Independent Contractor

Contractor acknowledges Contractor and its subcontractors are independent contractors, and not agents or employees of Commission. Any provision of this Agreement that may appear to give Commission a right to direct Contractor 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 Contractor shall follow the direction of Commission concerning the end results of the performance.

263. Remedies Upon Default

The failure of the Contractor to perform each and every, covenant of the Contractor, in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the scope of work (in the case of Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, the achievement of good faith efforts to meet the

goals, outcomes, and outputs shall constitute compliance), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize health, safety or the general welfare of the clients of the Contractor and/or members of the public, the Commission shall give seven (7) day-notice written to cure any breach to the Contractor. In the event that a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to cancel the Contractor's right to proceed and to cause another contractor or the Commission to take over the duties under the terms of the contract, to sue for damages, specific performance and/or to seek an injunction, among other remedies. In determining whether there is a breach by Contractor concerning Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, good faith efforts as reasonably determined by the Commission shall not constitute a breach. In the event of life, safety and/or general welfare of the clients of the Contractor or the general public arises, the Commission shall have the right to terminate the Contractor's right to continue to proceed with without a notice to cure. In addition, the Commission shall have the right to recoup any and all monies that may have been advanced to the Contractor and that have not been earned.

The failure of the Commission to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. The Contractor shall give seven (7) days written notice to cure any breach to the Commission. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the City) and the San Diego Housing Commission's (the "Commission") comprehensive approach to ending homelessness, Veterans Village of San Diego (the "Contractor") will operate the City of San Diego Bridge Shelter – Veteran Adults (the "Program"). Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier bridge housing and emergency shelter, as well as stabilization and supportive services, to prepare veterans for the most appropriate permanent or other longer-term housing solutions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

The Program supports the City of San Diego's Community Action Plan (the "Action Plan"), which provides a roadmap for addressing and ending homelessness in the City. The Action Plan identifies Bridge Shelters as critical entry points to the City's Crisis Response System, and necessary to facilitate permanent housing placements. The Program is an important component to the vision, principles, and strategies identified within the Action Plan for a more comprehensive, humane, and effective approach to addressing and ending homelessness in San Diego.

2. PROGRAM SITE LOCATION

Contractor will operate the Program at 2801 ½ Sports Arena Boulevard in San Diego, CA ("Program Location"). The Program will operate seven days per week, 24 hours per day, including holidays ("Program Operating Schedule").

3. ADMINISTRATIVE OFFICE LOCATION

Contractor will maintain an administrative office at 4141 Pacific Highway, San Diego, CA 92110 ("Administrative Location"). The days and hours of operation are Monday to Friday from 8:00AM to 5:00PM ("Administrative Office Operating Schedule").

4. PROGRAM DESCRIPTION

The Program will provide veterans experiencing homelessness, who have not been successfully diverted from the homeless assistance system, with bridge housing, emergency shelter, and diverse onsite supportive services, including but not limited to, stabilization and housing relocation services. The Program is intended to be a short-term solution to assist individuals in transitioning to the most appropriate longer term or permanent housing resource available in the community. All services provided by the Program are focused on supporting an individual to access permanent or other longer term housing as quickly as possible.

The Program will utilize trauma-informed care, motivational interviewing, and a harm reduction model. The Contractor's corporate culture must support this environment and be reflected in client interactions and within the daily operations of the Program. The system design will serve clients in a welcoming and solutions-focused environment. All services must be client-centered, housing-focused, and easily accessible to clients. Services must be

evaluated for effectiveness and adherence to approved policies and procedures on a regular basis with course corrections implemented as necessary to maintain program fidelity.

The Contractor shall adhere to all Regional Task Force on the Homeless (RTFH) performance standards and requirements

The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies.

5. PROGRAM SERVICES

Contractor shall ensure the following services are provided under this Agreement:

a. Target Population/Geographical Area

The Program will prioritize single veterans who are enrolled in a permanent housing intervention and in the process of identifying permanent housing. All other beds will be prioritized for veterans experiencing unsheltered homelessness within the City who require immediate shelter and access to services.

b. Program Eligibility

1) Each Program participant shall be:

- a) Individuals who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4);
- b) Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and
- c) Age 18 or older.

2) In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility and continued stay include, but are not limited to, the following:

- a) Sobriety and/or commitment to be drug-free;
- b) Requirements to take medication if the participant has a mental illness;
- c) Participation in religious services or activities;
- d) Participation in drug treatment services (including NA/AA);
- e) Payment or ability to pay; nor
- f) Identification.

c. Program Components

1) Housing First program with low barriers to entry and operations;

- 2) Housing-focused program which aims to resolve clients' homelessness as quickly as possible while also meeting client's basic needs;
- 3) Participation in intakes, screenings, assessments, and case conferencing or other integral components of CES as appropriate and established by RTFH community standards and policies;
- 4) Access to case management services, including but not limited to:
 - a) A formal intake and move-in process, as defined by Program policies and procedures;
 - b) Self-sufficiency needs assessment, as established by the Contractor based on best practices for the population served, or as established by RTFH community standards and policies;
 - c) Development of client housing plan, including stabilization strategies and client goals and objectives;
 - d) Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate; including an area where supportive services and permanent housing staff from partner agencies can connect with clients;
 - e) Assistance in locating safe and affordable permanent or other longer-term housing opportunities for clients, including determining diversion opportunities or housing interventions outside of CES;
 - f) Assistance with housing applications and supportive and subsidized housing paperwork;
 - g) Advocacy for clients with prospective landlords;
- 5) Basic Services, including but not limited to:
 - a) Appropriate 24-hour residential services and staffing;
 - b) A maximum of 200 beds for single veterans experiencing homelessness in one (1) temporary Sprung structure that demonstrates compliance with all permitting and regulatory requirements; any adjustments to the bed count must be approved by the Commission and the City, and be in compliance with all permitting and regulatory requirements;
 - c) At least two (2) meals per day;
 - d) Showers, wash stations, restrooms, laundry facilities and/or laundry services, and belongings storage for clients, in an ADA-compliant environment;
 - e) Routine operating and client supplies, including but not limited to hygiene products, basic medical supplies, and cleaning supplies;
 - f) Transportation costs for clients such as public transit passes and in-county travel assistance;

- g) Telephone access and message services, including an ADA-compliant telephone as supplied by the Commission;
 - h) Janitorial and routine maintenance services;
 - i) Facility repairs and maintenance, including but not limited to, pest control, technology repairs, and general repairs
 - j) Waste removal and disposal services;
 - k) Regularly laundered linens; and
 - l) Access to testing for communicable diseases provided directly by the City or County of San Diego.
- 6) Quarterly collection of client satisfaction data and quarterly reporting to the Commission summarizing how client satisfaction data was collected during the reporting period, the assessment of the data, and how the findings were incorporated into service delivery and program design.

7) ***Outreach***

- a) The City's homeless crisis response system and approach to conducting outreach to persons experiencing unsheltered homelessness continues to develop. A more targeted approach to engagement and deeper coordination of outreach efforts across the City, based on emerging best practice, is a critical focus for the City and the Commission. As such, expectations related to service model delivery, and outcome data points related to unsheltered outreach may change significantly during the contracted period. The Contractor is expected to comply with oversight, coordinating efforts, policy and practice direction and modification to program design as directed by the Commission or a designated appointee. The Commission and the City may also consider creating outreach programming independent of the individual shelter programs, therefore approval of proposed budgets and staffing related to outreach efforts is not guaranteed.
- b) Contractor shall conduct outreach and engagement efforts in the geographic locations where individuals and families experiencing homelessness reside in the City, including streets and parks, with the goals of:
 - (1) Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
 - (2) Determining diversion opportunities or housing interventions outside of CES when appropriate;
 - (3) Administering the community triage and/or common assessment tool, as appropriate and as established by RTFH community standards and policies, or referring individuals to access sites;

- (4) Make efforts to maintain contact with known individuals as frequently as possible to foster deeper engagement and linkage to community resources and longer term and permanent housing options frequently as possible;
- (5) Addressing basic needs, including but not limited to, access to food, clothing, and safety;
- (6) Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate; and
- (7) Maintaining documentation of outreach efforts and clients' choice to accept or refuse resource referrals/opportunities, in a form and format determined by the Commission or as established by RTFH community standards and policies.

d. *Community Engagement*

- 1) Maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Program site, including but not limited to:
 - a) Methodologies for maintaining a clean and safe environment;
 - b) Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
 - c) Providing opportunities for electronic and/or written community feedback; and
 - d) Demonstrates community input has been reviewed and incorporated into operations plan, as appropriate.
- 2) Contractor must provide quarterly reporting to the Commission on community engagement efforts, as described in Contractor's Community Engagement/Good Neighbor Plan.

e. *Security and Site Control*

- 1) Designate a point-of-contact who is available at all times to address issues that may arise at the Program site and coordinate security issues with the SDPD;
- 2) Provide 24-hour security and site control to ensure a safe environment at the Program site for clients, volunteers, and others who may come in contact with the Program.
 - a) Security staffing plans must include any recommendations made by SDPD to ensure site control;
 - b) Security staff will control access to the ingress/egress points, with additional security/residential staff members patrolling the perimeter of the facility and the dormitory areas;
 - c) Security will be responsible for monitoring occupants, enforcing no smoking rules, reporting any emergency situations to the fire or police department, directing occupants to the exits and directing emergency responders to incident locations;

- d) Staff must be trained on all emergency protocols, including how to alert and evacuate all clients in the event of a fire or emergency; and
 - e) Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage.
- 3) Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred. A critical incident is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of an individual involved with the Program.

f. ***Emergency Preparedness***

Contractor will maintain an emergency preparedness plan, and provide a copy of the plan to the Commission within 60 days of execution of this agreement. Contractor must provide current emergency preparedness plan at any time during the term of this Agreement within 15 calendar days of request by the Commission. The plan must include, at a minimum:

- 1) Identification of the person(s) at the Program site who is responsible for the initial response and subsequent action to be taken in the event of an emergency (“who’s in charge”) during each shift.
- 2) Emergency phone numbers and resources, as well as a contact protocol for Contractor and Commission staff, accessible to all staff and security at the Program site at all times.
- 3) Emergency evacuation plan, posted/displayed at the Program site at all times, which includes at a minimum:
 - a) Map of designated meeting locations for evacuees;
 - b) Plan for immediate evacuation;
 - c) Plan for delayed evacuation;
 - d) Shelter-in-place procedure; and
 - e) Re-entry procedure.
- 4) Fire escape emergency plan, a fire watch at all times (including hourly logs), and compliance with Fire Marshal inspections and recertifications as needed.
- 5) Emergency procedures for the following events:
 - a) Fire;
 - b) Earthquake;
 - c) Flood;
 - d) Wildfire;
 - e) Tsunami;
 - f) Gas leak;

- g) Power outage;
 - h) Medical emergencies;
 - i) Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations
- 6) Locations of emergency equipment and supplies, posted/displayed at the Program site at all times.
 - 7) Locations of utility and sprinkler shutoffs, posted/displayed at the Program site at all times.

g. *System Coordination*

1) *Coordinated Entry System (CES)*

Contractor will participate in CES as established by RTFH and focus on:

- a) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program clients, when appropriate and as established by RTFH; and
- b) Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.

2) *Youth Homeless Demonstration Program (YHDP)*

- a) To support the efforts of the RTFH and the YHDP Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth (TAY) experiencing homelessness, Contractor staff will participate in trainings related to youth-specific service delivery, when and as determined by the Commission.
- b) In accordance with the YHDP Coordinated Community Plan, Contractor will work with the Commission, RTFH, and the Youth Action Board (YAB) to incorporate suggested program and service changes as applicable to ensure safe and stable environments for TAY.

3) *2-1-1 San Diego Participation*

The Contractor must list the Program along with relevant Program details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, the Contractor must have updated and/or approved the Program service listing in the 2-1-1 San Diego database within the past 12 months. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

4) *Community Information Exchange (CIE)*

Contractor must participate in and utilize the 2-1-1 database, CIE, to the maximum extent possible that aligns with the Program's objectives and services and is appropriate for the model of service delivery. At minimum, this utilization must include access for

direct service staff to log into CIE to view client profiles to aid in the creation of service plans and coordination of care. The Contractor is expected to work with 2-1-1 to identify and implement the most appropriate level of integration for the Program; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

h. *Hazardous Material Storage*

Contractor shall provide the City of San Diego's Real Estate Assets Department with a list of any and all hazardous materials that may be stored, treated, or disposed of at the Program Location during the term of this Agreement.

6. PROGRAM STANDARDS AND PERFORMANCE MONITORING

a. *Compliance, Performance Monitoring, and Improvement Activities*

- 1) Contractor must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
- 2) Contractor will attend and contribute to any meetings or trainings (sharing Contractor's expertise and learning from others), and partner with the Commission in a collaborative improvement process by identifying and implementing improvements.
- 3) Contractor must comply with requirements for care and maintenance of facilities, including participation in semiannual facility inspections by Commission staff, performance of required maintenance, and timely notification of any issues at facilities to Commission staff.
- 4) Commission staff involved in monitoring and/or administering the agreement, and providing guidance or technical support to the Contractor, may visit the Program Site from time to time. Generally, these visits will be prescheduled but that may not always be possible. When Commission staff make unscheduled visits they will do what they can to minimize any disruption and will not unnecessarily ask direct service delivery staff to redirect their time towards the unscheduled visit. However, any cooperation/communication Commission staff may be needed from site staff is expected.
- 5) Contractor shall submit complete policies and procedures to the Commission for review as set forth herein within 60 calendar days of contract effective date. Contractor must provide current policies and procedures at any time during the term of this agreement within 15 calendar days of request by the Commission. Any changes to the policies and procedures shall be submitted to the Commission for review. The Commission reserves the right to request changes to program policies and procedures throughout the term of the Agreement. Program policies and procedures must include, at a minimum, the following components:
 - a) Project design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, and diversion strategies, including plan for how internal and external resources and partnerships will be utilized to maximize services provided to clients.

- b) Service description and delivery method for the following:
 - (1) Diversion
 - (2) Intake process and eligibility criteria
 - (3) Housing location and system navigation; and
 - (4) Case management including assessment, development of housing plan, case note documentation, issuance of RTFH-approved triage tool for all Program clients, when needed and appropriate.
- c) Program exit procedures/termination policies
- d) Procedure for verifying and documenting homelessness that is compliant with HUD's recordkeeping and reporting requirements and RTFH's community standards, including third-party due diligence after project entry. The procedures must require documentation at intake of the evidence relied upon to establish and verify homelessness and must establish the order of priority for obtaining evidence. Lack of third party documentation should not be a barrier to project entry if the participant is otherwise eligible.
- e) Low barrier guidelines based on Housing First principles, which will be displayed on site at all times; the following criteria may not be used to determine Program eligibility and continued stay:
 - (1) Sobriety and/or commitment to be drug-free
 - (2) Requirements to take medication if the resident has a mental illness
 - (3) Participation in religious services or activities
 - (4) Payment or ability to pay
 - (5) Identification
- f) Contraband control and confiscation policy
- g) Critical incident reporting policies and procedures
- h) Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design
- i) Client grievance policies and procedures
- j) Client confidentiality and privacy/consent (ROI)
- k) Progressive disciplinary policy for clients and procedures for client appeals
- l) Service Agreement/Terms of Service which include reference to violations that lead to immediate termination
- m) Violence Against Women Act (VAWA) policies and procedures and notice of occupancy rights under VAWA; See §§ 574.604(a)(2), 576.409(f), and 578.99(j)(9); The Federal Register publication FR-5720-F-03 reauthorizing the

Violence Against Women Act of 2013 can be viewed and referenced at <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf> .

- n) Biohazard waste policies and procedures
 - o) Reasonable Accommodation Requests/Appeal process
 - p) Notice of privacy practices to be provided to clients
 - q) Rights of Persons Served
 - r) Any policy describing how households or individuals outside of the target population are served and/or any exclusionary policies
 - s) Housing First fidelity policies and description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles
- (1) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the Program does not:
 - (a) Require a minimum level of income at entry;
 - (b) Screen out for substance use;
 - (c) Screen out for criminal record except as mandated by Federal, State, or local regulations;
 - (d) Screen out persons with history of victimization (domestic violence, assault, abuse); and
 - (e) Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
 - (2) In addition, the Program does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Program clients determine they want assistance moving into permanent housing.
- t) Mandated reporting staff training and procedures.
 - u) Educational Assurances, if applicable.

b. *Staffing and Training*

Nothing herein shall be interpreted to result in or conclude that the Commission is a joint employer with the Contractor.

- 1) Contractor's job descriptions for supervising case manager, case manager and housing specialist positions must align with mutually agreed upon job descriptions developed by the Commission and the Contractor for all work performed pursuant to this Agreement.

- 2) Contractor shall, upon employment or promotion of staff for any of the above positions, certify in writing to the Commission that Contractor's employees possess the appropriate level of job skills and job knowledge to perform work as set forth in the mutually agreed upon job descriptions.
- 3) Contractor will participate in any Housing Focused Shelter training provided by the Commission or RTFH as directed by the Commission and participate in any future assessments that may be conducted through a third party consultant to assist the Commission, the City and the Contractor in ensuring program design best meets the needs of the population being served, is focused on exits to permanent housing, and aligns with national best practices and regional standards as determined by the Commission and RTFH.
- 4) Contractor will provide documentation of annual training on all mandated subjects (listed below) to all Program operations staff, regardless of length of service;
- 5) Contractor will ensure that all service staff funded by this Program participate in all required trainings as determined by the Commission, which at a minimum will include Homelessness Prevention and Shelter Diversion, Trauma Informed Care, Motivational Interviewing, Harm Reduction, and operating a Housing-Focused shelter program; and
- 6) Contractor will maintain a written drug and alcohol free policy for staff that is posted/displayed at the Program site at all times, which will include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol.

c. ***Housing First***¹

In alignment with HUD, all homeless programming will adhere to Housing First principles as noted below:

- 1) Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements.
- 2) Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

d. ***Program Records***

1) ***Recordkeeping***

- a) The Contractor shall maintain all records required by the Federal regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, City, U.S. Government, or their authorized agent(s), all Program-related records, documents, and any other financial data or records for review.

¹ United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

- b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files must be password accessible only.
- c) The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

2) ***Homeless Management Information System (HMIS)***

Contractor will enter and maintain data in the RTFH-approved HMIS. Contractor will comply with the HMIS Policies and Procedures in effect during the period of this Agreement including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.

e. ***Mandatory Attendance***

Throughout the year the Commission will host periodic roundtable meetings where the Commission can share information, discuss best practices, and provide technical assistance to providers. Attendance is required at roundtable meetings, including but not limited to, attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.

a. ***Match and Leverage Commitments***

All projects shall provide summary documentation of any matching funds through leveraged or in-kind resources used to enhance program services and operations within 30 days following the end of the Agreement term.

7. PROGRAM OUTCOMES

- a. Contractor agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through monthly and term-end reports in a form, format, and submission timeline determined by the Commission and/or the City. Delays in responding to inquiries from the Commission regarding monthly and term-end reports may result in an action of noncompliance.
- b. If stated benchmarks are not met, Contractor may be required to submit a corrective action plan in a form and format determined by the Commission.
- c. For the Agreement term, Contractor shall use good faith efforts to accomplish the following primary Program outcomes and targets:

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Efficient Number of Households Served	# of Persons Served	Reporting Only
	# of Persons Exiting the Program monthly	

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
	# of Persons Remaining in the Program monthly (persons who entered in a previous month and did not exit in the current reporting month) (“Stayers”)	
	Client Demographics/Characteristics	
Exits	Positive Outcome	At least 30% exit to Permanent or Other Longer-Term Housing ²
	Negative Outcome	Less than 20% leave program due to noncompliance with program rules (involuntary exit)
	Exits to Emergency Shelters & Places Not Meant for Human Habitation	Reporting Only
Length of Participation	Average Length of Stay for All Persons Exiting the Program	Reporting Only
	Average Length of Stay for Persons Exiting the Program to Permanent Housing	150 days or less
	Average Length of Stay for All “Stayers” in the Program	Reporting Only
	Length of Participation in Days for all “Stayers”	
Housing Stability	Returns to Homelessness	No more than 12% of clients exiting to permanent housing return to shelter, safe haven, or supportive services within 6 months of exiting the Program

² “Other Longer-Term Housing” includes the following destinations, as captured by HMIS: transitional housing for homeless persons (including homeless youth); staying or living with family, temporary tenure; staying or living with friends, temporary tenure; safe haven; foster care home or foster care group home; substance abuse treatment facility or detox center; and long-term care facility or nursing home.

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Improved Self-Sufficiency	% of Adults who entered with income from any source and retained the income at exit	Reporting Only
	% of Adults who gained or increased income from any source at exit	
	% of Adults who entered with employment income and retained the income at exit	
	% of Adults who gained or increased employment income at exit	
Efficient and Effective Use of Community Resources	Occupancy Rate	At least 95%
	Number of Individuals on Program Waitlist	Reporting Only

8. REQUESTS FOR REIMBURSEMENT (RFR)

- a. Contractor must complete monthly RFR submittals, including all required supporting documentation, in a form and format determined by the Commission and/or the City, no later than the 18th day of the month after each reporting period, irrespective of the day of the week when the 18th falls.
 - 1) Contractor is subject to all supporting documentation requirements described in the City's Economic Development Department Operating Manual in effect during the Agreement term. Supporting documentation includes, but is not limited to: legible copies of all pages of invoices and receipts; copies of dated timesheets, approved by the employee; copies of payroll service documents; proof of payment with the check number listed on the bank statement, a copy of the canceled check, or a proof of electronic fund transfer.
 - 2) Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.
 - 3) If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.

- b. If all supporting documentation is submitted properly in the RFR submittal, the Commission will attempt to process payment no later than the thirtieth (30th) day of the month in which the RFR was submitted.
- c. Any delay in the approval of monthly or year-end reporting described herein, as a result of the Contractor's lack of timely response to inquiries from the Commission, may result in delayed reimbursement.

9. REVERSION

Upon the expiration, breach, or termination of this Agreement, the Contractor agrees Commission may reallocate any and all compensation on hand at the time of the expiration or termination or breach, together with any and all accounts receivables attributable to the use of the Compensation, as Commission shall determine in its sole discretion. Commission may procure alternative and/or additional Contractors to perform work in compliance with Commission's Procurement Policy.

10. MEDIA/ COMMUNICATIONS

Contractor shall coordinate with and seek the prior written consent and permission of Commission's Communications and Legislative Affairs Department before distributing any printed or electronic materials specific to the Program or of the Program experience of clients funded through this Agreement. Commission's permission shall not be unreasonably withheld, conditioned or delayed and should Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, Commission's approval shall be deemed to have been given.

Contractor further agrees, recognizing the urgency with which media frequently makes requests for information, Contractor shall exhibit a good faith effort to immediately consult with Commission prior to responding to such inquiries.

11. CLOSE-OUTS

- a. Upon the Program closing date, Contractor shall:
 - 1) Return all equipment, less normal wear associated with operating the Program, to a storage site identified by the Commission or City and remove all such items from the Program site; and
 - 2) Return the site to the same condition as received.
- b. Contractor shall be responsible for completing and submitting a close-out packet to include information such as but not limited to total number of clients housed, Program accomplishments, demographics and financial summary of award for each applicable funding source.
- c. Contractor's obligation to Commission shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:
 - 1) Making final payments;
 - 2) Disposing of Program assets, including the return of all unused materials, Program income balances, and accounts receivable to the Commission; and

- 3) Determining the custodianship of records.
- d. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period Commission has control over funds related to this Program.

12. COVID-19 EMERGENCY RESPONSE

- a. Services provided under this Agreement shall include the provision of services at other sites as may be deemed necessary or appropriate as determined by the City of San Diego and directed by the Commission to best serve client needs under County, State or Federal directions or restrictions related to mitigating the spread of COVID-19.
- b. While operating under COVID-19 emergency response activities; the number of beds the Contractor is expected to support under the current detailed staffing numbers and related expenses as reflected in the approved budget, will be determined based on the Contractor's, the City's and the City's enlisted partners ability to logistically support the assigned number of beds.
- c. Any necessary adjustments to specific line item amounts as detailed in the Contract Attachment No. 3, will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.
- d. Any proposed increases to the overall budget may be requested in writing by the Contractor. Such requests may be reviewed and approved by the Commission in its sole discretion.

13. DEFINITIONS

TERM	DEFINITION
2-1-1 San Diego³	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing⁴	<p>Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible.</p> <p>Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>

³ "What is 2-1-1 San Diego." *2-1-1 San Diego*, 211sandiego.org/mission-values/what-is-211/.

⁴ "Regional Task Force on the Homeless – Community Standards." *San Diego Regional Task Force on the Homeless*, January 2018, p. 23, www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf.

TERM	DEFINITION
Chronically Homeless⁵	<p>A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
Community Development Block Grant⁶	<p>The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.</p>
Continuum of Care⁷	<p>The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by</p>

⁵ “Defining Chronically Homeless Final Rule.” *HUD EXCHANGE*, vol. 80. No. 233, Dec. 2015, p. 75793. *Federal Register*, <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

⁶ “Community Development Block Grant Program – CDBG.” *HUD.GOV*, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

⁷ “Continuum of Care (CoC) Program.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

TERM	DEFINITION
	homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
Coordinated Entry System⁸	The Coordinated Entry System (CES) functions throughout the San Diego region and connects men, women, and children experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless (RTFH). Information provided by homeless individuals and families is entered into the Homeless Management Information System (HMIS) is utilized by RTFH to triage homeless San Diegans into the most appropriate housing intervention.
Critical Incident Report⁹	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.
Diversion¹⁰	A strategy used to prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.
Emergency Shelter¹¹	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Matching Funds¹²	The term “matching funds” refers to the amount of project funding that a grantee agrees to provide in return for being awarded partial funding of the same project.

⁸ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, 23 Jan. 2018, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf

⁹ “Critical Incident Reporting Policy.” *Department of Human Services Medical Services Division-MFP*, www.nd.gov/dhs/info/pubs/mfp/docs/critical-incidents-reporting-policy.pdf.

¹⁰ “Closing the Front Door: Creating a Successful Diversion Program for Homeless Families.” *National Alliance to End Homelessness*, endhomelessness.org/wp-content/uploads/2011/08/creating-a-successful-diversion-program.pdf

¹¹ “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

¹² “Glossary of Terms.” *U.S. Department of Homeland Security*, www.fema.gov/glossary-terms

TERM	DEFINITION
Homeless¹³	<p><u>Category 1:</u> Individual or Family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> • Has a primary nighttime residence that is a public or private place not meant for human habitation; • Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or • Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. <p><u>Category 2:</u> Individual or family who will imminently lose their primary nighttime residence, if:</p> <ul style="list-style-type: none"> • Residence will be lost within 14 days of the date of application for homeless assistance; • No subsequent residence has been identified; and • The individual or family lacks the resources or support networks needed to obtain other permanent housing. <p><u>Category 4:</u> Any individual or family who:</p> <ul style="list-style-type: none"> • Is fleeing, or is attempting to flee, domestic violence; • Has no other residence; and • Lacks the resources or support networks to obtain other permanent housing.
Homeless Assistance Standards¹⁴	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego.
Homeless Emergency Assistance and	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial changes, including a consolidation of the U.S. Department of

¹³ "HEARTH Homeless Definition Final Rule." HUD Exchange, vol. 76, No. 233, Dec. 2011, p. 75999. *Federal Register*, www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf.

¹⁴ "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

TERM	DEFINITION
Rapid Transition to Housing Act¹⁵	Housing and Urban Development's (HUD) competitive grant programs.
Homeless Management Information System¹⁶	A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The San Diego regional HMIS software is called Clarity.
Housing First¹⁷	Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.
Integrated Homeless Outreach Team¹⁸	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing¹⁹	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night.
Memorandum of Understanding²⁰	A Memorandum of Understanding (MOU) is a formal, written agreement between two or more parties that establishes a partnership. Unless an MOU affirmatively states that parties do not

¹⁵ "The McKinney-Vento Homeless Assistance Act, As Amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009." *HUD EXCHANGE*, May 2009, www.hudexchange.info/resources/documents/HomelessAssistanceActAmendedbyHEARTH.pdf

¹⁶ "Homeless Management Information System." *HUD EXCHANGE*, www.hudexchange.info/programs/hmis/.

¹⁷ "Housing First in Permanent Supportive Housing." *HUD EXCHANGE*, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf.

¹⁸ "Homeless Outreach Team (HOT)." *The City of San Diego*, www.sandiego.gov/homeless-services/programs/hot.

¹⁹ "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, p. 23, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

²⁰ "Establishing a Memorandum of Understanding." *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

TERM	DEFINITION
	intend to be legally bound by its terms, it will generally be considered a binding agreement.
McKinney-Vento Act²¹	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.
Permanent Housing²²	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team²³	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless²⁴	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness

²¹ “Law & Guidance, Part C – Homeless Education.” *U.S. Department of Education*, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg116.html.

²² “Continuum of Care (CoC) Program Eligibility Requirements.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

²³ “Psychiatric Emergency Response Team: Improving and Enriching Lives.” *Community Research Foundation*, 2010. www.comresearch.org/pert.php.

²⁴ “San Diego Regional task Force on the Homeless Website.” San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

TERM	DEFINITION
	in San Diego as well as tracking regional data on the homeless. RTFH is also the administrator of the central HMIS for the region.
San Diego Housing Commission and SDHC ²⁵	The San Diego Housing Commission or SDHC (when used in this document these terms are synonymous) provides affordable, safe, and quality homes for low- and moderate-income families and individuals in the City of San Diego.
U.S. Department of Housing and Urban Development ²⁶	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all. HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.
U.S. Interagency Council on Homelessness ²⁷	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
Veteran ²⁸	Low to Moderate Income (LMI) veterans who served in the armed forces of the United States on federal active duty for reasons other than training and who were discharged or released therefrom. Individuals who served in the National Guard or Reserves are classified as Veterans only if they were called or ordered to active duty, not counting the four to six months for initial training or yearly summer camps. Service as a civilian employee or civilian volunteer for the Red Cross, United Service Organizations (USO), Public Health Service, or War or Defense Department is not considered active duty. For Merchant Marine service, only service during World War II is considered active duty, and no other period of service.
Violence Against Women Act (VAWA) ²⁹	The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely on the basis that an individual is a victim of domestic violence, dating violence, stalking or sexual assault. VAWA applies to all individuals regardless of sex, gender identity, or sexual orientation. Under most circumstances, a survivor need only to self-certify in order to

²⁵ "San Diego Housing Commission-About Us." *San Diego Housing Commission*. www.sdhc.org/about-us/

²⁶ "HUD.GOV-About HUD." *U.S. Department of Housing and Urban Development*, www.hud.gov/about.

²⁷ "About USICH." *United States Interagency Council on Homelessness*, www.usich.gov/about-usich/.

²⁸ "FY 2018 CDBG Request for Qualifications (RFQ) Frequently Asked Questions (FAQ)." The City of San Diego, 2 Nov, 2016, p. 5, www.sandiego.gov/sites/default/files/fy18cdbgfaq1.pdf.

²⁹ <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

TERM	DEFINITION
	<p>exercise rights under VAWA, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections under VAWA.</p> <p>VAWA includes housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD’s core housing and homelessness programs.³⁰ These protections apply to certain housing programs subsidized by HUD even where there is no lease, including shelters, temporary housing, short-term supported housing, and safe havens.</p> <p>VAWA's housing protections include emergency transfers which allow survivors to move to another safe and available unit if they fear for their life and safety. Additionally, covered housing providers cannot deny tenancy or occupancy rights based solely on adverse economic and criminal consequences that are a direct result of being a survivor, such as damage to survivor’s property causing eviction and poor rental history.³¹</p>
Vulnerability Index – Service Prioritization and Decision Assistance Tool³²	<p>The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) is an evidence based common assessment tool containing a set of questions designed for initial screening to quickly assess the health and social needs of people experiencing homelessness and match them with the most appropriate support and housing interventions that are available. This tool examines and scores an individual or family’s vulnerability level, and provides a basis for prioritizing clients for housing opportunities.</p>

³⁰ https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act

³¹ <https://archives.hud.gov/news/2016/pr16-159.cfm>

³² “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf.

CONTRACT ATTACHMENT NO. 3 COMPENSATION SCHEDULE

A detailed budget as agreed to by the parties is incorporated herein by this reference. Any necessary adjustments to specific line item amounts included in the detailed budget will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.

Contractor shall submit requests for reimbursements and invoices in compliance with the approved detailed budget.



SAN DIEGO
HOUSING
COMMISSION

SAN DIEGO HOUSING COMMISSION SUBRECIPIENT PROJECT BUDGET SUMMARY

Fiscal Year: 2021

Project Name: Bridge Shelter for Single Adult Veterans

Provider Name: Veteran Village of San Diego (VVSD)

Total Funding Amount: \$ 1,955,443.05

SPENDING CATEGORIES	City GF	OTHER FUNDING SOURCES			TOTAL PROJECT BUDGET
		[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	
PERSONNEL EXPENSES (PE)	\$ 886,211.88	\$ -	\$ -	\$ -	\$ 886,211.88
NON-PERSONNEL EXPENSES (NPE)	\$ 864,015.31	\$ -	\$ -	\$ -	\$ 864,015.31
FAIC BUDGET	\$ 205,215.86				\$ 205,215.86
TOTAL BUDGET	\$ 1,955,443.05	\$ -	\$ -	\$ -	\$ 1,955,443.05

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN DIEGO AND
THE SAN DIEGO HOUSING COMMISSION
FOR THE PROVISION OF BRIDGE SHELTERS**

This Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Provision of Bridge Shelters ("Bridge MOU") is dated as of _____, 2020, and is entered into by and between the SAN DIEGO HOUSING COMMISSION, a public agency ("Commission") and the CITY OF SAN DIEGO, a municipal corporation ("City"), hereinafter referred to as the "Parties" and each, as a "Party," shall become effective upon signature of both Parties.

RECITALS

WHEREAS, the Parties entered into that certain Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the Provision of Temporary Bridge Shelters, dated as of December 13, 2017 ("MOU") and several subsequent changes addressing the Parties' responsibilities related to several Bridge Shelters located in the City of San Diego; and

WHEREAS, the MOU expires on June 30, 2020;

WHEREAS, the Parties now desire to enter into a new Bridge MOU to memorialize the agreement of the Parties for the continued operation of the Bridge Shelters.

NOW THEREFORE, the City and Commission agree as follows:

- I. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated into this Bridge MOU by this reference, as though fully set forth in this Bridge MOU.
- II. **Status of Prior Memoranda of Understanding.** This Bridge MOU supersedes the provisions set forth in the MOU which relate to the operation and maintenance of Temporary Bridge Shelters in the City of San Diego.
- III. **Term and Termination of Bridge MOU.**
 - A. **Term of Bridge MOU.** The term of the Bridge MOU is July 1, 2020 through June 30, 2021, with two (2) additional one (1) year options to extend the term. Only one option may be exercised at a time. If all options are exercised, the Bridge MOU will continue from July 1, 2020 through June 30, 2023.

- B. Termination of Bridge MOU. Either Commission or the City may terminate the Bridge MOU and all obligations assigned thereunder for any reason by providing 45 days written notice to the other Party.

IV. **Commission Responsibilities.**

The Commission shall be responsible for the general management, administration, and oversight of the four bridge shelter programs in the City of San Diego (“Shelter Programs”) as defined herein and as further defined within applicable subcontract agreements, once executed.

The Commission shall oversee and manage four Shelter Programs at four sites throughout the City to help improve coordination of client entry into the homeless response system, including access to emergency shelter and available resources to assist households to stabilize in housing of their own, for the term of this Bridge MOU. Any responsibilities set forth in Article V “City Responsibilities” below shall be explicitly excluded from the Commission’s responsibilities.

The Commission’s responsibilities related to the Shelter Programs shall include the following:

A. **Administration and Oversight of the Shelter Programs.** Commission shall:

1. Ensure compliance with all applicable regulations and permits or means of alternative compliance as established by the City and City staff with respect to the Shelter Programs;
2. Monitor all agreements with the Shelter Programs vendors to ensure compliance with all applicable regulations;
3. Document outcomes for each of the Shelter Programs as defined within the applicable agreements; and
4. Notify the designated City Administrator, the Chief of Homelessness Strategies and Housing Liaison, or their designee, of any public meetings, media requests, or tours requested regarding the Commission’s activities related to this Bridge MOU, with sufficient time to allow the City to identify a representative to appear on its behalf at any such meeting.
5. Any goods acquired pursuant to performance under this Bridge MOU, will be documented through request for reimbursement invoicing submitted to the City through the monthly reimbursement reconciliation process.

B. **Veteran Bridge Shelter Program (“Veteran Program”).** Commission shall:

1. Contract for the operation of the Veteran Program at site locations as directed by and in the sole discretion of the City, including housing, case management and other supportive services primarily for veterans operating from July 1, 2020 through December 31, 2020 and for any additional terms as set forth in the Veteran Program agreement between the Commission and operator;

2. Award, manage, and monitor contract with the operator of the Veteran Program, including the related review and approval of monthly expenses for shelter operations;
3. Ensure contractors input Veteran Program data into Homeless Management Information System (HMIS) pursuant to standards set by the Regional Task Force on the Homeless (RTFH);
4. Ensure maintenance of porta-potties and/or modular restrooms at the Veteran Program location, including daily servicing; and
5. Ensure maintenance of office trailers, shower facilities, wash stations, and client storage for the Veteran Program.

C. Single Adult Bridge Shelter Program (“Adult Program”). Commission shall:

1. Contract for the operation of the Adult Program at site locations as directed by and in the sole discretion of the City, including housing, case management and other supportive services for single adults operating from July 1, 2020 through June 30, 2021 and for any additional terms as set forth in the Adult Program agreement between the Commission and operator;
2. Award, manage, and monitor contracts with the operator of the Adult Program, including related review and approval of monthly expenses for operations;
3. Ensure contractors input applicable program data into HMIS pursuant to standards set by RTFH;
4. Ensure maintenance of porta-potties and/or modular restrooms at the Adult Program location, including daily servicing; and
5. Ensure maintenance of office trailers, shower facilities, wash stations, and client storage for the Adult Program.

D. Flexible Population Bridge Shelter Program (“Flexible Population Program”). Commission shall:

1. Contract for the operation of the Flexible Population Program at site locations as directed by and in the sole discretion of the City, including housing, case management, and other supportive services for persons experiencing homelessness operating from July 1, 2020 through June 30, 2021 and for any additional terms as set forth in the agreement between the Commission and the operator;
2. Award, manage, and monitor contracts with the operator of the Flexible Population Program, including the related review and approval of monthly expenses for operations;
3. Ensure contractors input applicable program data into HMIS pursuant to standards set by RTFH;
4. Ensure the operator maintains shower facilities, porta-potties and/or modular restrooms, and handwashing stations at the Flexible Population Program location;
5. Ensure the operator maintains office trailers, shower facilities, wash stations, and client storage for the Flexible Population Program.

E. Single Women, Family and Transitionally Aged Youth (“TAY”) Bridge Shelter Program (“Women, Family and TAY Program”). Commission shall:

1. Contract for the operation of the Women, Family and TAY Program at site locations as directed by and in the sole discretion of the City, including housing, case management and other supportive services for families operating from July 1, 2020 through June 30, 2021 and for any additional terms set forth in the Women, Family and TAY Program agreement between the Commission and the operator;
2. Award, manage, and monitor contracts with the operator of the Women, Family and TAY Program, including the related review and approval of monthly expenses for operations;
3. Ensure contractors input applicable program data into HMIS pursuant to standards set by RTFH;
4. Ensure maintenance of shower facilities and client storage as needed for the Women, Family and TAY Program.

F. Exclusions. Commission shall not be responsible for the following:

1. Declaring the existence of a shelter crisis in the City of San Diego.
2. Identifying sites for each of the Shelter Programs.
3. Installation/assembly or take down of any Sprung Structures or tents for the Shelter Programs sites.
4. Maintenance or repair of the Shelter Programs sites.

V. City Responsibilities.

The City shall be responsible for the following obligations under this Bridge MOU. Any responsibilities set forth in Article IV “Commission Responsibilities” above shall be explicitly excluded from City’s Responsibilities.

A. Ongoing Obligations. City agrees to provide the following through the duration of the Shelter Programs:

1. Maintain fence perimeter around the Shelter Program sites, where applicable;
2. Ensure any and all necessary permits are maintained for the duration of operations of the Shelter Program at each site;
3. Maintain all necessary ancillary services and equipment to support shelter operations not specifically identified as a Commission responsibility in this Bridge MOU, until such a time that both Parties agree in writing that transfer of such responsibilities to the operator and/or the Commission is appropriate and achievable, contingent on the City appropriating funds for such purpose;
4. Ensure that all agreements entered into between the City and third parties pursuant to Subsection V(A)(3) of this Bridge MOU comply with any applicable labor requirements;
5. Provide ongoing structural maintenance and repairs necessary to maintain compliance with applicable permits and approvals for continued use of the sprung structures and other shelter facilities; and

6. Provide structural maintenance and repairs to the Women, Family and TAY Program site as City determined, in its sole discretion, to be needed for the continued safe operation of the Women, Family and TAY Program.

B. Post Operations. At the conclusion of the Shelter Programs, City shall provide the following:

1. Dismantle each of the sprung structures used for the Shelter Program sites, if necessary;
2. Provide storage and/or disposal for sprung structures, beds and any other items which were acquired pursuant to performance under this Bridge MOU that are City property- all items acquired by the Commission using City funds are City property;
3. Return the Shelter Program sites to appropriate condition, as required by the City or any lease or other arrangement applicable to the use of the site including cleaning and sanitizing each of the Shelter Program sites, where appropriate.; and

VI. COVID-19 Operations.

The Parties agree that due to the ongoing COVID-19 pandemic, operations of each of the Shelter Programs may be modified as necessary to best serve client needs and to mitigate the spread of COVID-19. Any agreements between the Parties, in existence prior to this Bridge MOU or adopted subsequently, relating to addressing the impact of COVID-19 on individuals experiencing homelessness, and which temporarily modify the terms of this Bridge MOU shall be agreed to in writing by the Parties.

VII. Funding. At the start of each fiscal year, the City will endeavor to secure funding for the performance of obligations under this Bridge MOU. The City certifies the sources provided under this Bridge MOU are within the permitted uses of the applicable funding sources.

Should funding become unavailable at any point during the term of this Bridge MOU, either Party may terminate this agreement upon 30 days written notice.

VIII. General Provisions.

- A. Indemnification. To the fullest extent provided by law, the City and the Commission agree to indemnify, protect, and hold harmless one another, including their elected officials, officers, agents, representatives, departments, subcontractors, and employees, from and against any and all claims, demands, actions, proceedings, suits, liabilities, damages, costs (including reasonable attorneys' fees) or expenses for, including damage to property, the loss or use thereof, or injury or death to any person, caused by, arising out of, or related to

the performance of services under this Bridge MOU by the City or the Commission, their elected officials, officers, agents, representatives, departments, subcontractors and employees. The City's and Commission's duty to indemnify and hold harmless one another shall not include any claim or liability arising from the established sole negligence or willful misconduct of the other, or the other's elected officials, officers agents, representatives, departments, subcontractors, and employees.

- B. Insurance. City certifies that it is self-insured and will maintain the same level of insurance throughout the duration of this Bridge MOU. Commission certifies it has obtained insurance as set forth herein:

1. Commission shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below. If nothing is checked or indicated below, the limit shall be One Million Dollars (\$1,000,000.00):

		Initials		Initials
<input checked="" type="checkbox"/>	General Liability \$1,000,000.00	_____	<input checked="" type="checkbox"/>	Workers Compensation \$1,000,000.00
<input checked="" type="checkbox"/>	Automobile Liability \$500,000.00	_____		

2. This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the City. Coverage shall remain in full force and effect during the entire term of the policy.

- C. Amendments. Any changes to this Bridge MOU shall be in writing and signed by both Parties. Commission's President and Chief Executive Officer, or designee, and the Mayor, or designee, shall have the authority to execute amendments to this Bridge MOU, which do not otherwise require City Council or Housing Authority approval, such as transfer of ancillary services.
- D. Assignability. Neither Party shall assign any interest in this Bridge MOU and shall not transfer any interest in the same (whether by assignment or novation).
- E. Counterparts. This Bridge MOU may be executed in one or more counterparts, each of which shall be deemed an original. The Parties agree that in order to

expedite the execution process, facsimile or electronically conveyed signatures will be considered and accepted as legally binding.

- F. Entire Agreement. This Bridge MOU represents the entire understanding between the Parties about the subject matter of the Bridge MOU.
- G. Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Bridge MOU. The Parties have participated substantially in the negotiation, drafting, and revision of this Bridge MOU, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this Bridge MOU may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this Bridge MOU. The words “include” and “including” in this Bridge MOU shall be construed to be followed by the words: “without limitation.” Each collective noun in this Bridge MOU shall be interpreted as if followed by the words “(or any part of it),” except where the context clearly requires otherwise. Every reference to any document, including this Bridge MOU, refers to such document, as modified from time to time (excepting any modification that violates the Bridge MOU), and includes all exhibits, schedules, addenda and riders to such document. The word “or” in this Bridge MOU includes the word “and,” except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form or similar governmental requirement in this Bridge MOU refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.
- H. No Other Representations or Warranties. Except as expressly set forth in this Bridge MOU, no Party makes any representation or warranty material to this Bridge MOU to any other Party.

[Intentionally Blank]

IN WITNESS WHEREOF, this Bridge MOU is entered into by the City of San Diego, acting by and through its Mayor or designee, and by the San Diego Housing Commission, by and through the signature of Commission's authorized representative(s), all as set forth below.

SAN DIEGO HOUSING COMMISSION,
a public agency

CITY OF SAN DIEGO
a California municipal corporation

By: _____
Jeff Davis
Chief of Staff

By: _____
Print Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CHRISTENSEN & SPATH LLP,
a California Limited Liability Partnership

MARA W. ELLIOTT
CITY ATTORNEY

By: _____
Charles B. Christensen
General Counsel

By: _____
Deputy City Attorney

Date: _____

Date: _____

HOUSING AUTHORITY OF
THE CITY OF SAN DIEGO

RESOLUTION NUMBER HA-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO AUTHORIZING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO HOUSING COMMISSION FOR THE PROVISION OF TEMPORARY BRIDGE SHELTERS AND AUTHORIZING THE SIGNATURE OF AGREEMENTS WITH OPERATORS TO OVERSEE, ADMINISTER, AND MANAGE FOUR TEMPORARY BRIDGE SHELTER PROGRAMS, AUTHORIZING EACH OF THOSE PROGRAMS, AND APPROVING FUNDING AND RELATED ACTIONS.

WHEREAS, the City of San Diego (City) and the San Diego Housing Commission (Housing Commission) are parties to that certain Memorandum of Understanding for the Provision of Temporary Bridge Shelters (MOU), which was approved by the Housing Authority of the City of San Diego (Housing Authority) with Resolution HA-1755, and by the San Diego City Council (City Council) with Resolution R-311427, on November 14, 2017, as amended by the Housing Authority with Resolution HA-1838 on December 10, 2019, and by the City Council with Resolution R-312777, on December 12, 2019; and

WHEREAS, the MOU provides for administration of four temporary bridge shelter programs in the Barrio Logan, Midway, East Village, and Core-Columbia neighborhoods (collectively, Shelter Programs); and

WHEREAS, in accordance with the MOU and Housing Authority Resolution HA-1755 and HA-1838, the Housing Commission signed four agreements for operation of the Shelter Programs (collectively, the Shelter Program Agreements): (1) two with Alpha Project for the Homeless (Alpha Project) for operation of the Shelter Program located at the cul-de-sac on

16th Street and Newton Avenue in the Barrio Logan neighborhood, and for the operation of the Shelter Program located at 1710 Imperial Avenue in the East Village neighborhood; (2) one with Vietnam Veterans of San Diego, dba Veterans Village of San Diego (VVSD), for operation of the Shelter Program located at the site owned by the U.S. Department of the Navy at 2801 1/2 Sports Arena Boulevard in the Midway neighborhood; and (3) one with St. Vincent De Paul Village, dba Father Joe's Villages (Father Joe's), for operation of the Shelter Program located at Golden Hall, 202 C Street, San Diego, California 92101 in the Core-Columbia neighborhood, (collectively, Service Operators); and

WHEREAS, the MOU expires on June 30, 2020; and

WHEREAS, the City and the Housing Commission desire to enter into a new MOU that provides flexibility for alternative locations of the Shelter Programs as determined by the City, (New MOU), a copy of which is included in the backup materials accompanying this Resolution; and

WHEREAS, to continue to provide shelter and services to the City's most vulnerable persons experiencing homelessness, Housing Commission staff proposes entering into the Shelter Program Agreements as follows: (1) a one year term from July 1, 2020 through June 30, 2021, with two one-year options to renew, with Alpha Project for the shelter located in the Barrio Logan neighborhood, or an alternative location as determined by the City, (Alpha Newton Agreement); (2) exercising the first one year option from July 1, 2020 through June 30, 2021, with Alpha Project for the shelter in the East Village neighborhood, or an alternative location as determined by the City, (Alpha Imperial Agreement); (3) a one year term from July 1, 2020 through June 30, 2021, with two one-year options to renew, with Father Joe's for the Golden Hall shelter, or an alternative location as determined by the City; and (4) a six month term from

July 1, 2020 through December 31, 2020, or a shorter term with a prorated budget, with VVSD for the shelter in the Midway neighborhood, or an alternative location as determined by the City; and

WHEREAS, funding for the Alpha Newton Agreement, Alpha Imperial Agreement, and the Shelter Program Agreement with Father Joe's are contingent on an executed Memorandum of Understanding between the City and Housing Commission for Homeless Housing, Assistance, and Prevention Program (HHAP) grant funding from the State of California Business, Consumer Services and Housing Agency (BCSH); NOW, THEREFORE,

BE IT RESOLVED, by the Housing Authority as follows:

1. The Housing Commission President & Chief Executive Officer (President & CEO), or designee, is authorized and directed to award and sign each of the Shelter Program Agreements.
2. The President & CEO, or designee, is authorized to allocate and expend up to \$15,917,573.02 for the costs of the Shelter Program Agreements, to be funded from HHAP funds, and City General funds for VVSD, allocated as follows: (1) an amount not to exceed \$6,403,714.32 for the Alpha Newton Agreement; (2) an amount not to exceed \$4,747,087.40 for the Shelter Program Agreement with Father Joe's; (3) an amount not to exceed \$1,955,443.05 for the Shelter Program Agreement with VVSD; and (4) an amount not to exceed \$2,811,328.25 for the Alpha Imperial Agreement.
3. The President & CEO, or designee, is authorized to execute any documents and instruments that are necessary and appropriate to implement this Resolution, in a form approved by Housing Commission General Counsel and to take such actions necessary and appropriate to

implement these approvals without further action of the Board of Commissioners of the Housing Commission Board (Housing Commission Board) or the Housing Authority.

4. The President & CEO, or designee, is authorized to substitute funding sources or increase compensation, or both, not to exceed twenty percent of the total costs for the term of the Shelter Program Agreements, without further action by the Housing Commission Board, but only if and to the extent funds are determined to be available for such purposes.

5. The President & CEO, or designee, is authorized and directed to sign the New MOU.

APPROVED: MARA W. ELLIOTT, General Counsel

By _____
Katherine A. Malcolm
Deputy General Counsel

KAM:soc
05/28/2020
Or. Dept: SDHC
Doc. No. 2388127



The City of San Diego
Item Approvals

Item Subject: Approval of a Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the Oversight and Administration of the City's Bridge Shelters.

Contributing Department	Approval Date
DOCKET OFFICE	06/02/2020
DEPARTMENT OF FINANCE	06/02/2020

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	MARSHALL, SCOTT	05/20/2020
EXECUTIVE VICE PRESIDENT	DAVIS, JEFF	06/02/2020
CITY ATTORNEY	MALCOLM, KATE	06/02/2020