



REPORT TO THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO

DATE ISSUED: September 15, 2020

REPORT NO: HAR20-032

ATTENTION: Chair and Members of the Housing Authority of the City of San Diego
For the Agenda of October 13, 2020

SUBJECT: Approval of the Fiscal Year 2021 Agreements Between the San Diego Housing Commission and 1) People Assisting the Homeless and 2) Father Joe's Village for the Provision of Services and Property Management Operations in San Diego Housing Commission-Owned Properties That Provide Permanent Housing with Supportive Services

COUNCIL DISTRICT(S): Citywide

REQUESTED ACTION:

That the Housing Authority of the City of San Diego (Housing Authority) authorize the San Diego Housing Commission's (Housing Commission) President & Chief Executive Officer (President & CEO), or designee, to execute an initial one-year operating agreement in an amount not to exceed \$2,793,106 with People Assisting the Homeless (PATH) to provide supportive services and property management in a permanent housing development at 1865 Hotel Circle South, San Diego, California 92108; and execute an initial one-year operating agreement in an amount not to exceed \$2,089,008 with Father Joe's Village (FJV) to provide supportive services and property management in a permanent housing development at 5400 Kearny Mesa Road, San Diego, California 92111. Further recommend that the Housing Authority authorize the Housing Commission's President & CEO, or designee, to execute a service provider agreement, with Property Management sub-agreement, as approved by General Counsel. Choice of a property manager by the service provider shall be subject to the approval of the same by the Housing Commission's President & CEO, or designee.

STAFF RECOMMENDATION

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

- 1) Authorize the San Diego Housing Commission's (Housing Commission) President & Chief Executive Officer (President & CEO), or designee, to execute an initial one-year operating agreement in an amount not to exceed \$2,793,106 with People Assisting the Homeless (PATH) to provide supportive services and property management in a permanent housing development at 1865 Hotel Circle South, San Diego, California 92108; and execute an initial one-year operating agreement in an amount not to exceed \$2,089,008 with Father Joe's Village (FJV) to provide supportive services and property management in a permanent housing development at 5400 Kearny Mesa Road, San Diego, California 92111;

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- 2) Authorize the Housing Commission's 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; and
- 3) 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 agreement, if necessary, without further action by the Housing Commission's Board of Commissioners (Board), but only if and to the extent that funds are determined to be available for such purposes.

SUMMARY

In March 2020 as the COVID-19 pandemic unfolded in San Diego County, the Housing Commission, in coordination with the City of San Diego, County of San Diego, and the Regional Task Force on the Homeless, collaborated to implement preemptive measures to ensure persons experiencing homelessness were not unduly impacted by the COVID-19 pandemic. The result of the collaboration was up to 1,495 shelter beds made available at the San Diego Convention Center, as well as the identification of shelter beds at Father Joe's Villages' Interim Shelter and PATH Connections Housing. This is locally known as Operation Shelter to Home and has been operating using an array of partnerships, including supportive service providers, healthcare professionals, and government entities.

Operation Shelter to Home officially launched on April 1, 2020, moving individuals already in shelters into the San Diego Convention Center to allow for proper physical distancing and mitigate the spread of COVID-19. On April 10, 2020, outreach staff began to identify and transport unsheltered individuals living on San Diego streets to the Convention Center through a coordinated intake process to determine the most suitable shelter options for clients within the Operation Shelter to Home System and provide a safe and sanitary environment amid the pandemic.

Operation Shelter to Home offers services similar to the City's Bridge and Interim Shelters, including 24-hour security, meals, showers, bathrooms, laundry services, case managers, and housing navigation. The County of San Diego provides mental and behavioral health services, healthcare and daily health screenings. The Convention Center has installed large projectors and Wi-Fi access for clients to have entertainment and full connectivity for work, school or other needs.

Concurrent with preemptive measures enacted, Operation Shelter to Home includes designing and implementing exit strategies for individuals it serves, with the end result of achieving program exits into permanent housing, longer-term or other appropriate housing solutions, while also aligning with the City of San Diego Community Action Plan on Homelessness (Action Plan).

In support of the Action Plan and Operation Shelter to Home, permanent housing with supportive services was identified as one of the primary housing resources needed to successfully exit persons from the shelter system and mitigate the potential for returning to homelessness. In response, the Housing Commission intends to create 332 units of affordable permanent housing with supportive services and exit high-need residents of Operation Shelter to Home who are eligible for permanent housing with supportive services and referred through the region's Coordinated Entry System (CES) into this new permanent housing.

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PROGRAM OVERVIEW

The Action Plan identified the need for an additional 2,659 permanent housing units with supportive services in the next 10 years to meet the needs of persons experiencing homelessness in the City of San Diego, with the need for 60 percent of those units (1,595) to be developed within the first four years. Given the need for immediate permanent housing units with supportive services and the risk of COVID-19 among some of the City's most vulnerable citizens experiencing homelessness, the Housing Commission is purchasing two hotels/motels to increase the number of units within the City of San Diego. The new permanent housing units with supportive services will also be subsidized by Project-Based Housing Vouchers to help residents pay their rent.

Permanent housing with supportive services is an intensive, best-practice intervention for addressing homelessness that combines permanent, subsidized housing with voluntary, wraparound supportive services, including case management for populations with disabilities and the most significant needs. Programs are operated according to 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.

The program utilizes trauma-informed care to promote a culture of safety, empowerment and healing and motivational interviewing, a client-centered approach to counseling and therapy, with the goals of increasing the person's motivation and personal commitment to change. A harm reduction model, which does not require sobriety and addresses heavy drinking and/or drug use and its consequences, will also be utilized. The program design will effectively serve the target population in a welcoming and solutions-focused environment.

The Housing Commission will contract supportive services to two contractors pursuant to a Request for Qualifications issued in May 2020. The contractors will also subcontract with qualified property management firms to oversee the safe and efficient day-to-day operation of the properties. This includes leasing up the properties, collecting rents, filling vacancies, handling maintenance and repair issues, and responding to tenant complaints. Property management works in partnership with the supportive service team to support tenants in remaining housed. Property management teams that understand the needs of the tenant population and focus on providing good customer service are critical to the success of a permanent housing project with supportive services.

The two new permanent housing properties will serve individuals experiencing chronic homelessness or literal homelessness, as prioritized by the region's Coordinated Entry System (CES), and who need both rental assistance and supportive services for an indefinite period of time to remain stably housed. The U.S. Department of Housing and Urban Development (HUD) defines *chronic homelessness* as being literally homeless with a documented disability and having experienced homelessness for 12 consecutive months or on multiple occasions totaling 12 months in the last three years broken up by periods of at least seven nights in a place meant for human habitation. Individuals who are *literally homeless* have a current, primary nighttime residence in a place not meant for human habitation, including safe haven or emergency shelter, or who are returning to such residence after less than 90 days in an institution.

The contractors will serve adults meeting HUD's definition of literally homeless or chronically homeless, who are likely to have moderate to significant mental health needs or co-occurring conditions, and who may also be experiencing chronic health conditions and/or long-term physical disability. Conditions qualifying as a disability include substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from brain injury, chronic physical illness or disability, or the co-occurrence of two or more of the listed conditions.

Program components include the following:

1. On-site case management services and supportive 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 Regional Task Force on the Homeless (RTFH) community standards and policies;
 - c. Development of Individual Service 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;
 - e. Ongoing communication and coordination with property management to support tenant stabilization and success in maintaining unit; and
 - f. Supportive services to include a combination of the following:
 - i. Mental Health Services
 - ii. Healthcare Services
 - iii. Behavioral Healthcare
 - iv. Substance Use Disorder Treatment
 - v. Case Management
 - vi. Life Skills Training
 - vii. Education Services
 - viii. Employment Assistance
 - ix. HIV Services
 - x. Other Services, as informed by client needs
2. Contractor must abide by the County of San Diego's Public Health guidelines for reopening of businesses and any active Public Health Order(s) in place at the time of service, to mitigate the health impacts of COVID-19. Contractor is responsible for implementing business practices and equipment that comply with the guidelines and for ensuring that customers/clients served by the Contractor under the Agreement follow all guidelines of the establishment and the Public Health order while accessing services.

CONTRACT SELECTION PROCESS

On May 4, 2020, the Housing Commission issued a Request for Qualifications (RFQ) for the operation of programs that provide permanent housing with supportive services. The RFQ was posted and made available for download on the PlanetBids website through both the Housing Commission and the City's portals. Through the PlanetBids system, 64 vendors were notified. At the RFQ closing on May 18, 2020, eight proposals were received. Subsequent to the closing, a responsiveness review was conducted, with one response deemed non-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. Responses were ranked as follows:

| Respondent | Ranking |
|--|----------------|
| People Assisting the Homeless (PATH) | 1 |
| Father Joe's Villages (FJV) | 2 |
| Alpha Project for the Homeless (Alpha) | 3 |
| Mental Health Systems | 4 |
| Serving Seniors | 5 |
| Home Start, Inc. | 6 |
| Veterans Village of San Diego (VVSD) | 7 |
| Triple L Trucking | Non-Responsive |

After a comprehensive review and consideration, the selection committee recommended the Housing Commission enter into negotiations and subsequently award contracts to PATH and FJV. If the Housing Authority approves, the contracts will be executed.

Operator Experience

Since its founding in 1984, People Assisting the Homeless (PATH) has continually pioneered innovative and effective approaches to assisting persons experiencing homelessness. PATH operates service programs throughout California, including the City of San Diego, connecting clients to a comprehensive continuum of homelessness prevention, street outreach, employment preparation and placement assistance, individualized case management, supportive services, interim housing, rapid rehousing and permanent housing with supportive services. Additionally, PATH's real estate division has developed 1,351 units of supportive housing in the State of California since 2007. PATH currently collaborates with the Housing Commission to operate and administer homeless services programs and interventions to serve persons experiencing homelessness in the City. These programs include three rapid rehousing programs to assist families and Transitional-Age Youth (TAY) with locating and obtaining stable housing; Connections Housing Interim Shelter in Downtown San Diego, which provides shelter beds for single adults; operation of an Inclement Weather Shelter at the Connections Housing property during the timeframe of November 1 to March 31; and a portfolio of programs created through the Housing Commission's Moving to Work Program, including the Sponsor-Based Subsidy Program for the Homeless and the Project-Based Subsidy

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Program for the Homeless. PATH participates in the Whole Person Wellness program, which serves high utilizers of health services and demonstrates the critical need for collaboration between the healthcare system and homeless services. PATH's Justice Outreach program launched in partnership with the Public Defender's Office and the Sheriff's Department to provide intensive case management, shelter and housing services to justice-involved individuals experiencing homelessness, with the goal to reduce recidivism as it relates to homelessness. In partnership with Blue Shield of California and Molina Healthcare, the Health Homes Program launched to provide care coordination and housing navigation to people with chronic medical and mental health needs. PATH's programs are low-barrier and align with the region's Community Standards for delivering services and housing interventions.

Father Joe's Villages (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 housing with supportive services, and affordable housing. FJV currently operates the Day Center for Homeless Adults located at 17th and Imperial in the East Village neighborhood of Downtown San Diego, the Bridge Shelter for single adult women, families with children, and TAY at 202 C Street, San Diego, California 92101, a TAY rapid rehousing program, Interim Shelter beds at the Paul Mirabile Center located on their main campus in East Village, a program of permanent housing with supportive services, 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 is critical to ensuring low-barrier programming and fidelity with the Community Standards.

AFFORDABLE HOUSING IMPACT

Acquisition of the properties will result in the addition of 332 units of housing affordable to persons experiencing homelessness with income at or below 80 percent of San Diego's Area Median Income. The units will be subsidized with Project-Based Housing Vouchers.

FISCAL CONSIDERATIONS

Supportive Services

Approving this action increases the fiscal year FY 2021 budget for eight months of FY 2021 by \$1,479,063. The total 12-month cost for services is \$2,218,594. FY 2021 funding sources and uses approved by this action will be as follows:

The Supportive Services component of the operator contract for the initial contract term is anticipated to be funded by City of San Diego Emergency Solutions Grant funds in the amount of \$1,218,594, and Regional Task Force on the Homeless, Homeless Emergency Aid Program funds in the amount of \$1,000,000 for a total of \$2,218,594. Funding amount by funding source for supportive services will be finalized when the City of San Diego presents its request for funding authorization to the City Council on October 13, 2020.

Funding Sources

| | |
|---------------|--------------------|
| Federal Funds | \$1,218,594 |
| State Funds | <u>\$1,000,000</u> |

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Total Sources \$2,218,594

Funding Uses

| | |
|----------------------------------|------------------|
| Hotel Circle Supportive Services | \$1,318,382 |
| Kearny Mesa Supportive Services | <u>\$900,212</u> |
| Total Uses | \$2,218,594 |

Future funding for supportive services has been identified by the County of San Diego Health and Human Services Agency and approved by the County Board of Supervisors on August 25, 2020. The Housing Commission and County are diligently working on drafting an MOU that details the process to program those funds.

Property Operations & Maintenance Contracted Costs

The property operations component of the operator contract will be funded by the operators using their respective individual sites' property budgets. Approving this action will increase the fiscal year FY2021 budget, for eight months of operations, by an additional \$1,775,680. The total 12-month cost for the contracted property management component of the contract is \$2,663,520. The property management contract component sources and uses for each site are shown in the table below.

| | Hotel Circle | Kearny Mesa | Total |
|-----------------------------|---------------------|---------------------|---------------------|
| Local Funds (Rental Income) | <u>\$ 1,474,724</u> | <u>\$ 1,188,796</u> | <u>\$ 2,663,520</u> |
| Total Sources | 1,474,724 | 1,188,796 | 2,663,520 |
| Property Expenses | 1,436,325 | 1,159,997 | 2,596,322 |
| Reserves | <u>38,399</u> | <u>28,799</u> | <u>67,198</u> |
| Total Uses | \$ 1,474,724 | \$ 1,188,796 | \$ 2,663,520 |

EQUAL OPPORTUNITY/CONTRACTING

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

KEY STAKEHOLDERS and PROJECTED IMPACTS

Key stakeholders include persons experiencing homelessness best served by participating in permanent housing with supportive services. The immediate communities impacted include Kearny Mesa and Mission Valley as well as residents within the City of San Diego since the project helps to reduce homelessness throughout the City.

ENVIRONMENTAL REVIEW

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

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negligible or no expansion of the existing use. The parties agree that the provision of any federal funds as the result of this action is conditioned on the City of San Diego's final NEPA review and approval.

Respectfully submitted,



Lisa Jones
Senior Vice President
Homeless Housing Innovations

Approved by,



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

Attachments:

- 1) Draft agreement with PATH
- 2) Draft agreement with Father Joe's Villages
- 3) Hotel Circle Budget Summary
- 4) Kearny Mesa Budget Summary

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

SAN DIEGO HOUSING COMMISSION
**AGREEMENT FOR OPERATION OF PERMANENT HOUSING WITH SUPPORTIVE
SERVICES AND PROPERTY MANAGEMENT OPERATIONS**
WITH
PEOPLE ASSISTING THE HOMELESS

Contract No. HHI-21-14

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:

PEOPLE ASSISTING THE HOMELESS
1250 Sixth Street
San Diego, California 92101
(619) 810-8600

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate permanent housing with supportive services and property management operations 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. Additional Prevailing Wage Terms, Contract Attachment No. 4
5. HEAP Grant Agreement with the RTFH, Contract Attachment No. 5

103. ORDER OF PRECEDENCE

In the event of inconsistency between the articles, attachments, or provisions which constitute

this Agreement, the following descending order of precedence shall apply:

- a. Contract Attachment No. 1 “General Provisions”, Contract Attachment No. 2 “Specifications/Scope of Work”, Contract Attachment No. 3 “Compensation Schedule”, Contract Attachment No. 4 “Additional Prevailing Wage Terms”, Contract Attachment No. 5 “HEAP Grant Agreement with the RTFH”

104. TIME OF PERFORMANCE

- a. Initial Term

All services required pursuant to this Agreement shall commence effective XYZ.

- 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 one additional one-year term, 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 Period 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”).

The option may be exercised at any time during the initial 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 the Option Period shall be the compensation set forth in Contract Attachment No. 3.

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

105. 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 TWO MILLION SEVEN HUNDRED NINETY THREE THOUSAND ONE HUNDRED SIX AND NO/100 DOLLARDS (\$2,793,106.00). 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.

d. Funding Source

During the initial term of this Agreement and during the Option Period, where exercised, Commission retains the right to modify the funding source(s) as necessary, including but not limited to HEAP Grant Funds from the Regional Task Force on the Homeless, unrestricted local funds, and federal funds to the extent available and permitted.

106. 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 Permanent Housing with Supportive Services and Property Management Operations with People Assisting the Homeless (Contract No. HHI-21-14):

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

CONTRACTOR:
PEOPLE ASSISTING THE HOMELESS

By: _____ Date: _____
Jennifer Hark-Dietz
Deputy CEO

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. Contractor shall also comply with 24 C.F.R. part 200 regarding

accounting principles and procedures therein, utilizing internal controls, and maintaining necessary source documentation for all costs incurred.

(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 Contractor), 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. If Contractor is unable to make any Project Records available for inspection within the County of San Diego, then Contractor shall pay all of the Commission's travel-related costs to inspect and/or audit the Project Records at the location where the Project Records are maintained. Any refusal by Contractor to fully comply with the provisions of this section shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

(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) 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 \$1,000,000.00 | _____ | <input checked="" type="checkbox"/> Workers Compensation \$1,000,000.00 | _____ |
| <input checked="" type="checkbox"/> Automobile Liability \$500,000.00 | _____ | <input checked="" type="checkbox"/> Other: Fidelity Bond \$500,000.00 | _____ |

(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:

| | Errors and Omissions | Initials |
|-------------------------------------|----------------------|----------|
| <input checked="" type="checkbox"/> | \$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.

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 any 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 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 Contractor 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

Where applicable, Contractor shall comply with the provisions of the Living Wage Ordinance, codified in San Diego Municipal Code sections 22.4301 through 22.4245, 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 conditions 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 ESG and/or 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 ESG and/or 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. Intentionally Omitted

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 - Intentionally Omitted

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

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

(b) Termination for Convenience by Contractor. Contractor may terminate this Agreement for any reason at any time during the term of this Agreement on one hundred twenty (120) days' written notice to the other party, the effective date of cancellation being the 120th day of said written notice.

If this Agreement is terminated under this Section, the Commission shall be liable only for payment under the payment provisions of this Agreement for services, work and/or supplies rendered and/or supplied before the effective date of termination.

This Agreement may be terminated without notice by the Commission upon the cessation of funding of the state, local, or federal program which funds this Agreement.

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. 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. 4.

☒ If checked, additional federal prevailing wage terms are contained in Attachment No. 4.

264. 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 Contractors 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.

265. CDBG/ESG/GF Funding

Commission and Contractor agree that, upon receipt of the funding agreements from the City of San Diego, the parties will amend the General Provisions as set forth above to incorporate all required terms contained therein. If Contractor refuses to execute an amendment as set forth herein, Commission shall have the right to immediately terminate this Agreement as set forth in these General Provisions. If funding approval is not received from the City on or before the 30th day of November of each year, the Commission may terminate this agreement upon service of a written notice upon Contractor. This right to terminate is in addition to the right of the Commission to terminate this agreement immediately, upon the refusal of Contractor to execute an amendment to this contract incorporating the applicable funding provisions into the General Conditions of this agreement.

DRAFT

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the "City") comprehensive approach to ending homelessness, in alignment with the City's Community Action Plan on Homelessness, People Assisting the Homeless (PATH) (the "Contractor") will operate Permanent Housing with Supportive Services and Property Management Operations (or "Program") located at 1865 Hotel Circle South, San Diego, 92108 in the City of San Diego. The Program will provide permanent housing, case management, care coordination and supportive services to homeless individuals whom meet the eligibility criteria for Permanent Housing with supportive services and have been prioritized for housing through the Coordinated Entry System (CES). Utilizing the Housing First Model, Contractor will support participants in achieving housing stabilization, maintaining or increasing earned income and will focus on preventing returns to homelessness. The programmatic design will effectively serve the target population in a solutions-focused environment utilizing Trauma-Informed Care, Progressive Engagement, Harm Reduction and Motivational Interviewing. Contractor will also enter into a sub-agreement with a property management company to facilitate property management operations under a concise Operations Plan.

2. ADMINISTRATIVE OFFICE LOCATION

Contractor shall maintain an administrative office at 1250 6th Avenue San Diego 92101. The days and hours of operation are Monday to Friday 8:00 AM to 5:00 PM.

3. PROGRAM DESCRIPTION

Permanent Housing with Supportive Services is an intensive, best practice intervention for addressing homelessness that combines permanent, subsidized housing with voluntary, wraparound supportive services, including case management for populations with disabilities and the most significant needs. All services must be easily accessible and evaluated for effectiveness on a regular basis.

Contractor will subcontract with a qualified property management company to oversee the safe and efficient day-to-day operation of the property. This includes leasing up the property, collecting rents, filling vacancies, handling maintenance and repair issues, and responding to tenant complaints. The property management company works in partnership with the supportive service team to support tenants in remaining housed. A property management company that understands the needs of the tenant population and focuses on providing every opportunity for tenancy stabilization is crucial to a PSH project's success. The property management company will ensure all rental units meet all applicable Housing Quality Standards (HQS).

Contractor shall 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 Program will utilize trauma-informed care and motivational interviewing. A harm reduction model, which does not require sobriety and addresses heavy drinking and/or drug use and its consequences, will also be utilized. The system design will effectively serve the target population in a welcoming and solutions-focused environment.

The Program will participate in the Coordinated Entry System (CES) or successor system. Intakes into the Program will be made based on the agreed upon priorities of CES, including an assessment of the client's vulnerability as screened by the common assessment tool and stated community preferences. This service delivery model helps the Program to:

- Serve the community's most vulnerable individuals from each of the intervention categories;
- Move clients into the most appropriate housing of their choice; and
- Meet clients' needs as quickly as possible.

4. PROGRAM SERVICES (CONTRACTOR'S RESPONSIBILITIES)

a. Target Population

This Program will serve individuals/households who are experiencing chronic homelessness or literal homelessness and have a disabling condition that substantially limits one or more major life activities. Referrals are prioritized by the region's Coordinated Entry System (CES).

The U.S. Department of Housing and Urban Development (HUD) defines *chronic homelessness* as being literally homeless with a documented disability and having experienced homelessness for 12 consecutive months or on multiple occasions totaling 12 months in the last three years broken up by periods of at least seven nights in a place meant for human habitation.

Individuals who are *literally homeless* have a current, primary nighttime residence in a place not meant for human habitation including safe haven, or emergency shelter or who are returning to such residence after less than 90 days in an institution.

The following conditions qualify as disabilities: substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from brain injury, chronic physical illness or disability, or the co-occurrence of two or more of the listed conditions.

Persons with disabilities means being unable to engage in a substantial gainful activity by reason of any medically determined physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months. or is a person having a physical or mental or emotional impairment which (1) is expected to be of long-continued and indefinite duration; (2) substantially impedes his or her ability to live independently;

and (3) is of such a nature that such ability could be improved by more suitable housing conditions.

- b. During the term of this Agreement, unless terminated earlier, Contractor shall provide supportive services to a maximum of 190 households.

c. ***Program Eligibility***

- 1) Each Program participant shall 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.
- a) Provide verification of a disability expected to be chronic and/or lifelong. Verification must be signed by a knowledgeable third party professional trained and authorized to make such determinations, and
- c) Referred through the Coordinated Entry System.
- 2) Contractor must establish and consistently follow policies and procedures in alignment with Regional Task Force on the Homeless (RTFH) policies guiding the implementation of PSH services.
- 3) ***Housing First***¹
 - a) 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:
 - b) Sobriety and/or commitment to be drug-free;
 - c) Requirements to take medication if the client has a mental illness;
 - d) Participation in religious services or activities;
 - e) Participation in drug treatment services (including NA/AA);
 - f) Payment or ability to pay; nor
 - g) Identification.

d. ***Program Components***

- 1) Onsite case management services and supportive 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 Contractor based on best practices for the population served, or as established by RTFH community standards and policies;
 - c) Development of Individual Service plan, including stabilization strategies and

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

- 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;
 - e) Regular shuttle services to assist tenants in accessing off-site services and meeting basic needs
 - f) Ongoing communication and coordination with property management to support tenant stabilization and success in maintaining unit;
 - g) Supportive services to include a combination of the following:
 - Mental Health Services
 - Healthcare Services
 - Behavioral Health Care
 - Substance Use Services
 - Case Management
 - Life Skills Training
 - Education Services
 - Employment Assistance
 - HIV Services
 - Other as informed by client needs
- 2) 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.
 - 3) Any other services as set forth in the Budget attached to this Agreement as Contract Attachment No. 3 and made part hereof.

e. ***Community Engagement***

1. As applicable, 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) Demonstrate community input has been reviewed and incorporated into operations plan, as appropriate.

f. ***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;
- 2) Provide 24 hour site control including appropriate levels of security and monitoring to ensure a safe environment at the Program site for clients, volunteers, and others who may come in contact with the Program.
 - a) 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;
 - b) 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
 - c) 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.

g. ***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. As applicable, emergency evacuation plan, posted/displayed at the Program site at all times, which includes at a minimum:
 - 1) Map of designated meeting locations for evacuees;
 - 2) Plan for immediate evacuation;
 - 3) Plan for delayed evacuation;
 - 4) Shelter-in-place procedure; and
 - 5) 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; and
 - 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.

h. *COVID-19 Prevention Measures*

Contractor must abide by the County of San Diego's Public Health guidelines for reopening of businesses and any active Public Health Order(s) in place at the time of service, to mitigate the health impacts of COVID-19. Contractor is responsible for implementing business practices and equipment that comply with the guidelines, and for ensuring that customers/clients served by the Contractor under this Agreement follow all guidelines of the establishment and the Public Health order while accessing services.

In response to the recent guidance and requirements mandated by local, state, and federal law, effective immediately, all Commission contractors are required to wear, and utilize Personal Protective Equipment (PPE) when performing services on the interior of any property owned and/or operated by the San Diego Housing Commission and its affiliates.

At a minimum, contractors and their staff shall wear protective face masks, gloves, and protective foot coverings at all times while performing services in any unit or interior common space in order to minimize the potential spread of COVID-19.

For the health and safety of our residents, staff, and community, contractors who are not properly equipped with the above referenced PPE, where required, will not be permitted access.

Contractors performing work on the exterior of the property are expected to continue taking all necessary precautions to comply with guidance and requirements mandated by state and federal law as frequently updated, including, but not limited to, practicing social distancing and wearing PPE where appropriate.

i. *System Coordination*

1. Coordinated Entry System (CES)
 - a) Contractor will participate in CES as established by RTFH and focus on:
 - i. CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program clients, when appropriate and as established by RTFH; and

- ii. Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.
- 2. Youth Homeless Demonstration Grant (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. Contractor and its subcontracted property management company will work collaboratively within the currently existing Regional and City framework. This framework continuously expands and evolves to address racial and other inequities within community systems, as well as those specifically related to the disproportionate impact of COVID-19 on San Diegans experiencing homelessness.

j. ***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.

5. PROGRAM STANDARDS AND PERFORMANCE MONITORING

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

- a. Contractor must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
- b. 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.
- c. 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.
- d. 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.

- e. Contractor must provide the Commission complete policies and procedures related to this Agreement 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. Contractor is expected to minimally review their policies and procedures annually. The Commission will conduct an initial and annual evaluation of policies and procedures for cultural competency and will provide technical assistance and collaborate for ongoing improvement and modifications based on tenant feedback, outcomes, and best practices. Program policies and procedures must include, at a minimum, the following components:
 - a. Program design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, including plan for how internal and external resources and partnerships will be utilized to maximize services provided to clients.
 - b. Acknowledgement that required trainings will be conducted annually including Cultural Competency training. Policy details that staff are expected to apply training in service delivery, engagements and communications with clients.
 - c. Service description and delivery method for the following:
 - i. Intake process and eligibility criteria
 - ii. Care Coordination and system navigation
 - iii. Case Management including assessment, development of an Individual Service Plan, case note documentation
 - iv. Resolving and addressing tenant stabilization challenges and conduct eviction mitigation in coordination with property management through regular team meetings
 - v. Program exit procedures/termination policies.
 - vi. Description of on-site services to include a combination of the following
 - Mental Health Services
 - Healthcare Services
 - Behavioral Health Care
 - Substance Use Services
 - Case Management
 - Life Skills Training
 - Education Services
 - Employment Assistance

- HIV Services
- Other as directed by client needs

- d. Procedure for verifying and documenting homelessness that are compliant with the HUD's record keeping and reporting requirements and the 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, or
 5. Identification.
- f. Critical incident reporting policies and procedures
- g. Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design
- h. Client grievance policies and procedures including appeals process
- i. Client confidentiality and privacy/consent (ROI)
- j. 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>.
- k. Reasonable Accommodation Requests/Appeal process if applicable
- l. Notice of privacy practices to be provided to clients
- m. Rights of Persons Served
- n. 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
 - a) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the Program does not:
 - i. Require a minimum level of income at entry;
 - ii. Screen out for substance use;
 - iii. Screen out for criminal record except as mandated by Federal, State, or local regulations;
 - iv. Screen out persons with history of victimization (domestic violence, assault, abuse); and

- v. Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
- b) 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.
- o. Mandated reporting staff training and procedures.
- p. Educational Assurances Policy/Statement
- q. Property Management
 - 1. Contractor will subcontract with a highly qualified Property Management company demonstrating experience working with the permanent housing and supportive services model. Any subcontractors of the Property Management company chosen to perform routine maintenance or on call repairs on site must be approved by Commission staff. The subcontractors of the Property Management company must possess a valid State Contractor's License and be registered with the Department of Industrial Relations (DIR). As the Contractor, PATH is expected to follow up on regular reporting due to Commission. Contractor must enter into a Property Management Agreement and maintain a Operations Plan. The final version of the Property Management Agreement and Operations Plan must be approved by Commission prior to execution with property management company.
 - 2. The Property Management Agreement and Operations Plan must be submitted within 15 days of contract effective date and approved by Commission prior to execution.
 - 3. Property Management will work with Commission to schedule all HQS inspections (including lead based paint); annual recertifications
- b. ***Staffing and Training***
 - a. Contractor will participate in any 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, , and aligns with national best practices and regional standards as determined by the Commission and RTFH.
 - b. Contractor will provide documentation of annual training on all mandated subjects (listed below in c. and d.) to all Program operations staff, regardless of length of service;
 - c. 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, Trauma Informed Care, Motivational Interviewing, and Harm Reduction.
 - d. Contractor and any subcontractors will require that all staff members participate in annual diversity and cultural competency training approved by the Commission.
 - e. 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***²

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

- a. 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.
- b. 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***

a. ***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.

b. ***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 all 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***

- a. All projects funded by non-CoC funding 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.

² United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

6. PROGRAM OUTCOMES AND REPORTING

- 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 OUTCOMES & STANDARDS | MEASURE | STANDARD |
|---------------------------------------|--|--|
| Efficient Number of Households Served | Households Housed ³ | 190 |
| | Persons Housed | Reporting Only |
| | Client Demographics/Characteristics | Reporting Only |
| CES Utilization | Prioritize Entry to the Program through CES matching | 100% |
| | | 32% of participants without a source of reportable income at program entry will obtain cash benefits within one year |
| | Mainstream resources / non-cash benefits performance measure | 58% of participants without a source of reportable income at program entry will obtain noncash benefits within one year |
| | | 95% of participants will be enrolled in health insurance |
| Housing Stability | Recidivism | At least 90% of households served will achieve housing stability by remaining in the permanent housing program as of the end of the operating year or exit to permanent housing. |

| | | |
|----------------|--|---------------------------------------|
| Negative Exits | | Less than 10% exit for non compliance |
|----------------|--|---------------------------------------|

7. **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.
- b. 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.
- c. Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.
- d. If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.
- e. 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.
- f. 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.

8. **REVERSION**

Upon the expiration, breach, or termination of this Agreement, the Contractor agrees that the 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 the Commission shall determine in its sole discretion. The Commission may procure alternative and/or additional Contractors to perform work in compliance with the Commission's Procurement Policy.

9. **MEDIA/ COMMUNICATIONS**

Contractor will coordinate with and seek the prior written consent and permission of the Commission's Communications and Government Relations Department before distributing any printed or electronic materials specific to the Program or of the Program experience of participants funded through this Agreement, including but not limited to Media Advisories, News Releases, Newsletters, and Reports. The Commission's permission will not be unreasonably withheld, conditioned or delayed and should the

Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, the Commission's approval will be deemed to have been given.

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

10. CLOSE-OUTS

- a. Upon the Program closing date, Contractor shall:
- b. 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
- c. Return the site to the same condition as received.
- d. 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.
- e. 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:
- f. Making final payments;
- g. Disposing of Program assets, including the return of all unused materials, Program income balances, and accounts receivable to the Commission; and
- h. Determining the custodianship of records.
- i. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period Commission has control over funds related to this Program.

11. DEFINITIONS

| TERM | DEFINITION |
|------------------------------------|--|
| 2-1-1 San Diego⁴ | 2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services. |
| Bridge Housing⁵ | 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 |

⁴ "What is 2-1-1 San Diego." *2-1-1 San Diego*, 211sandiego.org/mission-values/what-is-211/.

⁵ "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 |
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| | <p>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> |
| <p>Chronically Homeless⁶</p> | <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> |
| <p>Community Development Block Grant⁷</p> | <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> |
| <p>Continuum of Care⁸</p> | <p>The Continuum of Care (CoC) Program is designed to promote</p> |

⁶ “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>

⁷ “Community Development Block Grant Program – CDBG.” *HUD.GOV*, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

⁸ “Continuum of Care (CoC) Program.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

| TERM | DEFINITION |
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| | 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 System⁹ | 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 Report¹⁰ | 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. |
| Diversion¹¹ | 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 Shelter¹² | 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 |

⁹ “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

¹⁰ “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.

¹¹ “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

¹² “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 |
|-------------------------------------|--|
| | open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions. |
| Matching Funds ¹³ | 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. |
| Homeless ¹⁴ | <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 | 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 |

¹³ “Glossary of Terms.” U.S. Department of Homeland Security, www.fema.gov/glossary-terms

¹⁴ “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 |
|---|---|
| Standards¹⁵ | standards for San Diego. |
| Homeless Emergency Assistance and Rapid Transition to Housing Act¹⁶ | 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 System¹⁷ | 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 First¹⁸ | 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 Team¹⁹ | 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. |

¹⁵ "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.

¹⁶ "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

¹⁷ "Homeless Management Information System." *HUD EXCHANGE*, www.hudexchange.info/programs/hmis/.

¹⁸ "Housing First in Permanent Supportive Housing." *HUD EXCHANGE*, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf.

¹⁹ "Homeless Outreach Team (HOT)." *The City of San Diego*, www.sandiego.gov/homeless-services/programs/hot.

| TERM | DEFINITION |
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| Interim Housing ²⁰ | 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 Understanding ²¹ | 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 Act ²² | 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 Housing ²³ | 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 housing with supportive services (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 |

²⁰ “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.

²¹ “Establishing a Memorandum of Understanding.” *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

²² “Law & Guidance, Part C – Homeless Education.” *U.S. Department of Education*, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg1116.html.

²³ “Continuum of Care (CoC) Program Eligibility Requirements.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

| TERM | DEFINITION |
|--|--|
| | permanent housing. |
| Psychiatric Emergency Response Team²⁴ | 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 Homeless²⁵ | 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 SDHC²⁶ | 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 Development²⁷ | 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 Homelessness²⁸ | 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. |

²⁴ "Psychiatric Emergency Response Team: Improving and Enriching Lives." *Community Research Foundation*, 2010. www.comresearch.org/pert.php.

²⁵ "San Diego Regional task Force on the Homeless Website." San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

²⁶ "San Diego Housing Commission-About Us." *San Diego Housing Commission*. www.sdhc.org/about-us/

²⁷ "HUD.GOV-About HUD." *U.S. Department of Housing and Urban Development*, www.hud.gov/about.

²⁸ "About USICH." *United States Interagency Council on Homelessness*, www.usich.gov/about-usich/.

| TERM | DEFINITION |
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| Veteran ²⁹ | <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) ³⁰ | <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.³¹ 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.³²</p> |
| Vulnerability Index – | The Vulnerability Index – Service Prioritization Decision Assistance |

²⁹ “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.

³⁰ <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

³¹ https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act

³² <https://archives.hud.gov/news/2016/pr16-159.cfm>

| TERM | DEFINITION |
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| Service Prioritization and Decision Assistance Tool ³³ | 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 clientclients for housing opportunities. |

³³ "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: Hotel Circle PSH: Supportive Services and Property Management

Provider Name: People Assisting the Homeless

Total Funding Amount: \$ 2,793,106.00

| SPENDING CATEGORIES | ESG | HEAP | PROPERTY OPERATING INCOME | TOTAL PROJECT BUDGET |
|------------------------------|----------------------|----------------------|---------------------------------|-------------------------|
| PERSONNEL EXPENSES (PE) | \$ 521,360.00 | \$ 365,360.00 | \$ - | \$ 886,720.00 |
| NON-PERSONNEL EXPENSES (NPE) | \$ 267,022.00 | \$ 164,640.00 | \$ 1,474,724.00 | \$ 1,906,386.00 |
| TOTAL BUDGET | \$ 788,382.00 | \$ 530,000.00 | \$ 1,474,724.00 | \$ 2,793,106.00 |

**CONTRACT ATTACHMENT NO. 4
ADDITIONAL PREVAILING WAGE TERMS**

**PREVAILING WAGE NOTIFICATION
HHI-21-14**

Check the option that applies:

☒ This project is utilizing **Federal Prevailing Wage MOD 15, 9/4/2020**. The contractor will be responsible for paying the appropriate Federal wage rate for each trade/craft.

NOTE: Federal Prevailing Wages are applicable to any Contracts/Purchase Orders greater than \$2,000.

Federal Labor Provisions – HUD Form 5370C, Section II
Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

(a) All maintenance laborers and mechanics employed under this Agreement in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)

- (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Agreement shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Agreement or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of

failure to pay any laborer or mechanic employed under this Agreement all or part of the wages required under this Agreement, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Commission or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the Commission and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
 - (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in this Contract Attachment Section 104, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the Commission, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the Commission, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the Commission or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the Commission or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate Commission or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).
 - (ii) The Commission or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
 - (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this Contract Attachment 104. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set

forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the Commission, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
- (c) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Contract Attachment 104 and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Agreement, is inapplicable to the work funded by Federal funds and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the work funding by Federal Funds within the Agreement whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

- ☒ This project is utilizing **State Prevailing Wage 2020-2**. The contractor will be responsible for paying the appropriate State/Local wage rate for each trade/craft.

NOTE: State Prevailing Wages are applicable to any Contracts/Purchase Orders greater than \$1,000.

A. Contractor shall comply with the prevailing wage requirements and restrictions, obligations, requirements, and penalties of Section 1770 et seq. of the Labor Code, which requires the payment of prevailing wages to appropriate work classifications in all bid specifications and subcontracts.

B. Contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates, which Contractor will post at the job site in a visible location in accordance with Labor Code Section 1773.2

C. Contractor shall comply with the payroll record keeping and availability requirement of Section 1776 of the Labor Code.

D. Contractor shall make travel and subsistence payments and follow holiday schedule in accordance with Section 1773.2 of the Labor Code.

E. Contractor must employ registered apprentice on all public works projects in accordance with Labor Code 1777.5.

F. Contractor is prohibited from accepting or extracting kickbacks from employees' wages under Labor Code 1778.

G. Upon work completion, Contractor will be required to sign and notarize an Affidavit of Compliance with California Prevailing Law, California Labor Codes Sections 1720-1815, which will be provided by the San Diego Housing Commission.

H. If discrepancies are discovered by either an audit of certified payroll records and/or employee interviews, payment may be withheld until such actions are corrected.

I. The following requirements apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into or after April 1, 2015:

Section 1725.5 requires that Contractor and its subcontractors register and qualify with the State of California Department of Industrial Relations ("DIR") in order to bid on, be listed in a bid proposal for, or engage in the performance of any contract for a public work. In order to register with the DIR, Contractor and its subcontractors must pay an initial nonrefundable registration fee of \$400, pay an annual renewal fee each July 1 thereafter, and provide the specified information to establish eligibility. Contractor and its subcontractors must register with the DIR at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Contractor or its subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work as defined in Labor Code § 1720, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public

Contract Code, provided the contractor is registered to perform Public Work pursuant to Labor Code § 1725.5 at the time the contract is awarded. A contract entered into with a Contractor or subcontractors who failed to register as required herein shall be subject to cancellation as set forth in Labor Code § 1771.1.

The project is subject to compliance monitoring and enforcement by the DIR and Commission, as set forth in Section 1771.4 of the Labor Code. On a weekly basis, the Contractor and its subcontractors shall furnish records, in a format prescribed by the Labor Commission and as specified in Labor Code § 1776, to the Commission and California Labor Commissioner for the following:

- a. Projects for which the initial contract is awarded on or after April 1, 2015. (Labor Code § 1771.4(c)(2)(B))
- b. All projects, whether new or ongoing, on or after January 1, 2016. (Labor Code § 1771.4(c)(2)(D))
- c. Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records. (Labor Code § 1771.4(c)(2)(C))
- d. Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to June 20, 2014. (Labor Code § 1771.4(c)(2)(A))

Contractor shall post job site notices as prescribed by Labor Code § 1771.4(a)(2).

REQUIRED PREVAILING WAGE DOCUMENTS

Items listed below will be required for all Contractors at the time of award until project completion.

- Certified Payroll Reports are to be submitted on the applicable State/Federal form and/or Prism will be utilized for submission of Certified Payroll Reports.
- Proof of fringe benefit payments.
- Proof of payments to employees.
- Apprentices are required if an apprenticeable trade. (if applicable)

The following Labor Compliance documents are available at www.sdhc.org/doing-business-with-us/labor-compliance and are required prior to commencing work onsite:

- Authorized Signatory*
- Checklist Labor Law Requirements
- Division of Apprenticeship Standards, DAS140 (if applicable)
- Dispatch of Apprentice, DAS142 (if applicable)
- Fringe Benefit Statement
- List of Trades and/or Crafts
- Project Contact Sheet

*The Authorized Signatory **MUST** be an original and signed in "blue" ink.

Each Contractor, general, sub or tier shall submit an original certified payroll report to the San Diego Housing Commission on a weekly basis. Each record should be complete, accurate and signed with a wet signature, in "blue" ink.

CONTRACTOR:

Name: _____ Title: _____

Signature: _____ Date: _____

DIR Registration # (if State/Locally Funded): _____

CONTRACT ATTACHMENT NO. 5

HEAP GRANT AGREEMENT WITH THE RTFH

(to be inserted upon receipt from the Regional Task Force on the Homeless)

DRAFT

SAN DIEGO HOUSING COMMISSION

**AGREEMENT FOR OPERATION OF PERMANENT HOUSING WITH SUPPORTIVE
SERVICES AND PROPERTY MANAGEMENT OPERATIONS**

WITH

FATHER JOE'S VILLAGES

Contract No. HHI-21-18

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:

FATHER JOE'S VILLAGES
3350 E Street
San Diego, California 92102
(619) 466-3537

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate permanent housing with supportive services and property management operations 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. Additional Prevailing Wage Terms, Contract Attachment No. 4
5. HEAP Grant Agreement with the RTFH, Contract Attachment No. 5

103. ORDER OF PRECEDENCE

In the event of inconsistency between the articles, attachments, or provisions which constitute this Agreement, the following descending order of precedence shall apply:

- a. Contract Attachment No. 1 “General Provisions”, Contract Attachment No. 2 “Specifications/Scope of Work”, Contract Attachment No. 3 “Compensation Schedule”, Contract Attachment No. 4 “Additional Prevailing Wage Terms”, Contract Attachment No. 5 “HEAP Grant Agreement with the RTFH”

104. TIME OF PERFORMANCE

- a. Initial Term

All services required pursuant to this Agreement shall commence effective XYZ.

- 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 one additional one-year term, 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 Period 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”).

The option may be exercised at any time during the initial 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 the Option Period shall be the compensation set forth in Contract Attachment No. 3.

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

105. 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 TWO MILLION EIGHTY NINE THOUSAND EIGHT AND NO/100 DOLLARS (\$2,089,008.00). 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.

d. Funding Source

During the initial term of this Agreement and during the Option Period, where exercised, Commission retains the right to modify the funding source(s) as necessary, including but not limited to HEAP Grant Funds from the Regional Task Force on the Homeless, unrestricted local funds, and federal funds to the extent available and permitted.

106. 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 Permanent Housing with Supportive Services and Property Management Operations with Father Joe's Villages (Contract No. HHI-21-18):

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

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. Contractor shall also comply with 24 C.F.R. part 200 regarding

accounting principles and procedures therein, utilizing internal controls, and maintaining necessary source documentation for all costs incurred.

(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 Contractor), 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. If Contractor is unable to make any Project Records available for inspection within the County of San Diego, then Contractor shall pay all of the Commission's travel-related costs to inspect and/or audit the Project Records at the location where the Project Records are maintained. Any refusal by Contractor to fully comply with the provisions of this section shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

(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) 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 \$1,000,000.00 | _____ | <input checked="" type="checkbox"/> Workers Compensation \$1,000,000.00 | _____ |
| <input checked="" type="checkbox"/> Automobile Liability \$500,000.00 | _____ | <input checked="" type="checkbox"/> Other: Fidelity Bond \$500,000.00 | _____ |

(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:

| | Errors and Omissions | Initials |
|-------------------------------------|----------------------|----------|
| <input checked="" type="checkbox"/> | \$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.

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 any 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 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 Contractor 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

Where applicable, Contractor shall comply with the provisions of the Living Wage Ordinance, codified in San Diego Municipal Code sections 22.4301 through 22.4245, 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 conditions 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 ESG and/or 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 ESG and/or 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. Intentionally Omitted

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 - Intentionally Omitted

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

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

(b) Termination for Convenience by Contractor. Contractor may terminate this Agreement for any reason at any time during the term of this Agreement on one hundred twenty (120) days' written notice to the other party, the effective date of cancellation being the 120th day of said written notice.

If this Agreement is terminated under this Section, the Commission shall be liable only for payment under the payment provisions of this Agreement for services, work and/or supplies rendered and/or supplied before the effective date of termination.

This Agreement may be terminated without notice by the Commission upon the cessation of funding of the state, local, or federal program which funds this Agreement.

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. 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. 4.

☒ If checked, additional federal prevailing wage terms are contained in Attachment No. 4.

264. 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 Contractors 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.

265. CDBG/ESG/GF Funding

Commission and Contractor agree that, upon receipt of the funding agreements from the City of San Diego, the parties will amend the General Provisions as set forth above to incorporate all required terms contained therein. If Contractor refuses to execute an amendment as set forth herein, Commission shall have the right to immediately terminate this Agreement as set forth in these General Provisions. If funding approval is not received from the City on or before the 30th day of November of each year, the Commission may terminate this agreement upon service of a written notice upon Contractor. This right to terminate is in addition to the right of the Commission to terminate this agreement immediately, upon the refusal of Contractor to execute an amendment to this contract incorporating the applicable funding provisions into the General Conditions of this agreement.

DRAFT

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the "City") comprehensive approach to ending homelessness, in alignment with the City's Community Action Plan on Homelessness, Father Joe's Villages (the "Contractor") will operate Permanent Housing Services and Property Management Operations (or "Program") located at 5400 Kearny Mesa Road, San Diego, California 92111 in the City of San Diego. The Program will provide permanent supporting housing, case management, care coordination and supportive services to homeless individuals whom meet the eligibility criteria for Permanent Housing with supportive services and have been prioritized for housing through the Coordinated Entry System (CES). Utilizing the Housing First Model, Contractor will support participants in achieving housing stabilization, maintaining or increasing earned income and will focus on preventing returns to homelessness. The programmatic design will effectively serve the target population in a solutions-focused environment utilizing Trauma-Informed Care, Progressive Engagement, Harm Reduction and Motivational Interviewing. Contractor will also enter into a sub-agreement with a property management company to facilitate property management operations under a concise Operations Plan.

2. ADMINISTRATIVE OFFICE LOCATION

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

3. PROGRAM DESCRIPTION

Permanent Housing with Supportive Services is an intensive, best practice intervention for addressing homelessness that combines permanent, subsidized housing with voluntary, wraparound supportive services, including case management for populations with disabilities and the most significant needs. All services must be easily accessible and evaluated for effectiveness on a regular basis.

Contractor will subcontract with a qualified property management company to oversee the safe and efficient day-to-day operation of the property. This includes leasing up the property, collecting rents, filling vacancies, handling maintenance and repair issues, and responding to tenant complaints. The property management company works in partnership with the supportive service team to support tenants in remaining housed. A property management company that understands the needs of the tenant population and focuses on providing every opportunity for tenancy stabilization is crucial to a PSH project's success. The property management company will ensure all rental units meet all applicable Housing Quality Standards (HQS).

Contractor shall 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 Program will utilize trauma-informed care and motivational interviewing. A harm reduction model, which does not require sobriety and addresses heavy drinking and/or drug use and its consequences, will also be utilized. The system design will effectively serve the target population in a welcoming and solutions-focused environment.

The Program will participate in the Coordinated Entry System (CES) or successor system. Intakes into the Program will be made based on the agreed upon priorities of CES, including an assessment of the client's vulnerability as screened by the common assessment tool and stated community preferences. This service delivery model helps the Program to:

- Serve the community's most vulnerable individuals from each of the intervention categories;
- Move clients into the most appropriate housing of their choice; and
- Meet clients' needs as quickly as possible.

4. PROGRAM SERVICES (CONTRACTOR'S RESPONSIBILITIES)

a. Target Population

This Program will serve individuals/households who are experiencing chronic homelessness or literal homelessness and have a disabling condition that substantially limits one or more major life activities. Referrals are prioritized by the region's Coordinated Entry System (CES).

The U.S. Department of Housing and Urban Development (HUD) defines *chronic homelessness* as being literally homeless with a documented disability and having experienced homelessness for 12 consecutive months or on multiple occasions totaling 12 months in the last three years broken up by periods of at least seven nights in a place meant for human habitation.

Individuals who are *literally homeless* have a current, primary nighttime residence in a place not meant for human habitation including safe haven, or emergency shelter or who are returning to such residence after less than 90 days in an institution.

The following conditions qualify as disabilities: substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from brain injury, chronic physical illness or disability, or the co-occurrence of two or more of the listed conditions.

Persons with disabilities means being unable to engage in a substantial gainful activity by reason of any medically determined physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months. or is a person having a physical or mental or emotional impairment which (1) is expected to be of long-continued and indefinite duration; (2) substantially impedes his or her ability to live independently;

and (3) is of such a nature that such ability could be improved by more suitable housing conditions.

- b. During the term of this Agreement, unless terminated earlier, Contractor shall provide supportive services to a maximum of 142) households.

c. ***Program Eligibility***

- 1) Each Program participant shall 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.
- a) Provide verification of a disability expected to be chronic and/or lifelong. Verification must be signed by a knowledgeable third party professional trained and authorized to make such determinations, and
- c) Referred through the Coordinated Entry System.
- 2) Contractor must establish and consistently follow policies and procedures in alignment with Regional Task Force on the Homeless (RTFH) policies guiding the implementation of PSH services.
- 3) ***Housing First***¹
 - a) 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:
 - b) Sobriety and/or commitment to be drug-free;
 - c) Requirements to take medication if the client has a mental illness;
 - d) Participation in religious services or activities;
 - e) Participation in drug treatment services (including NA/AA);
 - f) Payment or ability to pay; nor
 - g) Identification.

d. ***Program Components***

- 1) Onsite case management services and supportive 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 Contractor based on best practices for the population served, or as established by RTFH community standards and policies;
 - c) Development of Individual Service plan, including stabilization strategies and

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

- 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;
 - e) Regular shuttle services to assist tenants in accessing off-site services and meeting basic needs
 - f) Ongoing communication and coordination with property management to support tenant stabilization and success in maintaining unit;
 - g) Supportive services to include a combination of the following:
 - Mental Health Services
 - Healthcare Services
 - Behavioral Health Care
 - Substance Use Services
 - Case Management
 - Life Skills Training
 - Education Services
 - Employment Assistance
 - HIV Services
 - Other as informed by client needs
- 2) 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.
 - 3) Any other services as set forth in the Budget attached to this Agreement as Contract Attachment No. 3 and made part hereof.

e. ***Community Engagement***

- 1. As applicable, 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) Demonstrate community input has been reviewed and incorporated into operations plan, as appropriate.

f. ***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;
- 2) Provide 24 hour site control including appropriate levels of security and monitoring to ensure a safe environment at the Program site for clients, volunteers, and others who may come in contact with the Program.
 - a) 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;
 - b) 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
 - c) 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.

g. ***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. As applicable, emergency evacuation plan, posted/displayed at the Program site at all times, which includes at a minimum:
 - 1) Map of designated meeting locations for evacuees;
 - 2) Plan for immediate evacuation;
 - 3) Plan for delayed evacuation;
 - 4) Shelter-in-place procedure; and
 - 5) 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; and
 - 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.

h. *COVID-19 Prevention Measures*

Contractor must abide by the County of San Diego's Public Health guidelines for reopening of businesses and any active Public Health Order(s) in place at the time of service, to mitigate the health impacts of COVID-19. Contractor is responsible for implementing business practices and equipment that comply with the guidelines, and for ensuring that customers/clients served by the Contractor under this Agreement follow all guidelines of the establishment and the Public Health order while accessing services.

In response to the recent guidance and requirements mandated by local, state, and federal law, effective immediately, all Commission contractors are required to wear, and utilize Personal Protective Equipment (PPE) when performing services on the interior of any property owned and/or operated by the San Diego Housing Commission and its affiliates.

At a minimum, contractors and their staff shall wear protective face masks, gloves, and protective foot coverings at all times while performing services in any unit or interior common space in order to minimize the potential spread of COVID-19.

For the health and safety of our residents, staff, and community, contractors who are not properly equipped with the above referenced PPE, where required, will not be permitted access.

Contractors performing work on the exterior of the property are expected to continue taking all necessary precautions to comply with guidance and requirements mandated by state and federal law as frequently updated, including, but not limited to, practicing social distancing and wearing PPE where appropriate.

i. *System Coordination*

1. Coordinated Entry System (CES)
 - a) Contractor will participate in CES as established by RTFH and focus on:
 - i. CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program clients, when appropriate and as established by RTFH; and

- ii. Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.
- 2. Youth Homeless Demonstration Grant (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. Contractor and its subcontracted property management company will work collaboratively within the currently existing Regional and City framework. This framework continuously expands and evolves to address racial and other inequities within community systems, as well as those specifically related to the disproportionate impact of COVID-19 on San Diegans experiencing homelessness.

j. ***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.

5. PROGRAM STANDARDS AND PERFORMANCE MONITORING

- a. ***Compliance, Performance Monitoring, and Improvement Activities***
 - a. Contractor must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
 - b. 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.
 - c. 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.
 - d. 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.
- e. Contractor must provide the Commission complete policies and procedures related to this Agreement 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. Contractor is expected to minimally review their policies and procedures annually. The Commission will conduct an initial and annual evaluation of policies and procedures for cultural competency and will provide technical assistance and collaborate for ongoing improvement and modifications based on tenant feedback, outcomes, and best practices. Program policies and procedures must include, at a minimum, the following components:
- a. Program design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, including plan for how internal and external resources and partnerships will be utilized to maximize services provided to clients.
 - b. Acknowledgement that required trainings will be conducted annually including Cultural Competency training. Policy details that staff are expected to apply training in service delivery, engagements and communications with clients.
 - c. Service description and delivery method for the following:
 - i. Intake process and eligibility criteria
 - ii. Care Coordination and system navigation
 - iii. Case Management including assessment, development of an Individual Service Plan, case note documentation
 - iv. Resolving and addressing tenant stabilization challenges and conduct eviction mitigation in coordination with property management through regular team meetings
 - v. Program exit procedures/termination policies.
 - vi. Description of on-site services to include a combination of the following
 - Mental Health Services
 - Healthcare Services
 - Behavioral Health Care
 - Substance Use Services
 - Case Management
 - Life Skills Training
 - Education Services
 - Employment Assistance

- HIV Services
- Other as directed by client needs

- d. Procedure for verifying and documenting homelessness that are compliant with the HUD's record keeping and reporting requirements and the 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, or
 5. Identification.
- f. Critical incident reporting policies and procedures
- g. Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design
- h. Client grievance policies and procedures including appeals process
- i. Client confidentiality and privacy/consent (ROI)
- j. 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>.
- k. Reasonable Accommodation Requests/Appeal process if applicable
- l. Notice of privacy practices to be provided to clients
- m. Rights of Persons Served
- n. 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
 - a) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the Program does not:
 - i. Require a minimum level of income at entry;
 - ii. Screen out for substance use;
 - iii. Screen out for criminal record except as mandated by Federal, State, or local regulations;
 - iv. Screen out persons with history of victimization (domestic violence, assault, abuse); and

- v. Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
- b) 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.
- o. Mandated reporting staff training and procedures.
- p. Educational Assurances Policy/Statement
- q. Property Management
 - 1. Contractor will subcontract with a highly qualified Property Management company demonstrating experience working with the permanent housing and supportive services model. Any subcontractors of the Property Management company chosen to perform routine maintenance or on call repairs on site must be approved by Commission staff. The subcontractors of the Property Management company must possess a valid State Contractor's License and be registered with the Department of Industrial Relations (DIR). Contractor is expected to follow up on regular reporting due to Commission. Contractor must enter into a Property Management Agreement and maintain an Operations Plan. The final version of the Property Management Agreement and Operations Plan must be approved by Commission prior to execution with property management company.
 - 2. The Property Management Agreement and Operations Plan must be submitted within 15 days of contract effective date and approved by Commission prior to execution.
 - 3. Property Management will work with Commission to schedule all HQS inspections (including lead based paint); annual recertifications
- b. ***Staffing and Training***
 - a. Contractor will participate in any 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, , and aligns with national best practices and regional standards as determined by the Commission and RTFH.
 - b. Contractor will provide documentation of annual training on all mandated subjects (listed below in c and d) to all Program operations staff, regardless of length of service;
 - c. 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, Trauma Informed Care, Motivational Interviewing, and Harm Reduction.
 - d. Contractor and any subcontractors will require that all staff members participate in annual diversity and cultural competency training approved by the Commission.
 - e. 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***²

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

- a. 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.
- b. 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***

a. ***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.

b. ***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 all 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***

- a. All projects funded by non-CoC funding 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.

² United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

6. PROGRAM OUTCOMES AND REPORTING

- 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 OUTCOMES & STANDARDS | MEASURE | STANDARD |
|---------------------------------------|--|--|
| Efficient Number of Households Served | Households Housed ³ | 142 |
| | Persons Housed | Reporting Only |
| | Client Demographics/Characteristics | Reporting Only |
| CES Utilization | Prioritize Entry to the Program through CES matching | 100% |
| | | 32% of participants without a source of reportable income at program entry will obtain cash benefits within one year |
| | Mainstream resources / non-cash benefits performance measure | 58% of participants without a source of reportable income at program entry will obtain noncash benefits within one year |
| | | 95% of participants will be enrolled in health insurance |
| Housing Stability | Recidivism | At least 90% of households served will achieve housing stability by remaining in the permanent housing program as of the end of the operating year or exit to permanent housing. |

| | | |
|----------------|--|---------------------------------------|
| Negative Exits | | Less than 10% exit for non compliance |
|----------------|--|---------------------------------------|

7. **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.
- b. 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.
- c. Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.
- d. If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.
- e. 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.
- f. 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.

8. **REVERSION**

Upon the expiration, breach, or termination of this Agreement, the Contractor agrees that the 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 the Commission shall determine in its sole discretion. The Commission may procure alternative and/or additional Contractors to perform work in compliance with the Commission's Procurement Policy.

9. **MEDIA/ COMMUNICATIONS**

Contractor will coordinate with and seek the prior written consent and permission of the Commission's Communications and Government Relations Department before distributing any printed or electronic materials specific to the Program or of the Program experience of participants funded through this Agreement, including but not limited to Media Advisories, News Releases, Newsletters, and Reports. The Commission's permission will not be unreasonably withheld, conditioned or delayed and should the

Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, the Commission's approval will be deemed to have been given.

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

10. CLOSE-OUTS

- a. Upon the Program closing date, Contractor shall:
- b. 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
- c. Return the site to the same condition as received.
- d. 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.
- e. 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:
- f. Making final payments;
- g. Disposing of Program assets, including the return of all unused materials, Program income balances, and accounts receivable to the Commission; and
- h. Determining the custodianship of records.
- i. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period Commission has control over funds related to this Program.

11. DEFINITIONS

| TERM | DEFINITION |
|------------------------------------|--|
| 2-1-1 San Diego⁴ | 2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services. |
| Bridge Housing⁵ | 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 |

⁴ "What is 2-1-1 San Diego." *2-1-1 San Diego*, 211sandiego.org/mission-values/what-is-211/.

⁵ "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 |
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| | 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 Homeless⁶ | <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 Grant⁷ | 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 Care⁸ | The Continuum of Care (CoC) Program is designed to promote |

⁶ “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>

⁷ “Community Development Block Grant Program – CDBG.” *HUD.GOV*, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

⁸ “Continuum of Care (CoC) Program.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

| TERM | DEFINITION |
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| | 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 System⁹ | 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 Report¹⁰ | 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. |
| Diversion¹¹ | 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 Shelter¹² | 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 |

⁹ “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

¹⁰ “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.

¹¹ “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

¹² “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 |
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| | open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions. |
| Matching Funds ¹³ | 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. |
| Homeless ¹⁴ | <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 | 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 |

¹³ “Glossary of Terms.” U.S. Department of Homeland Security, www.fema.gov/glossary-terms

¹⁴ “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 |
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| Standards¹⁵ | standards for San Diego. |
| Homeless Emergency Assistance and Rapid Transition to Housing Act¹⁶ | 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 System¹⁷ | 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 First¹⁸ | 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 Team¹⁹ | 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. |

¹⁵ "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.

¹⁶ "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

¹⁷ "Homeless Management Information System." *HUD EXCHANGE*, www.hudexchange.info/programs/hmis/.

¹⁸ "Housing First in Permanent Supportive Housing." *HUD EXCHANGE*, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf.

¹⁹ "Homeless Outreach Team (HOT)." *The City of San Diego*, www.sandiego.gov/homeless-services/programs/hot.

| TERM | DEFINITION |
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| Interim Housing ²⁰ | 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 Understanding ²¹ | 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 Act ²² | 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 Housing ²³ | 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 housing with supportive services (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 |

²⁰ “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.

²¹ “Establishing a Memorandum of Understanding.” *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

²² “Law & Guidance, Part C – Homeless Education.” *U.S. Department of Education*, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg1116.html.

²³ “Continuum of Care (CoC) Program Eligibility Requirements.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

| TERM | DEFINITION |
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| | permanent housing. |
| Psychiatric Emergency Response Team²⁴ | 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 Homeless²⁵ | 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 SDHC²⁶ | 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 Development²⁷ | 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 Homelessness²⁸ | 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. |

²⁴ "Psychiatric Emergency Response Team: Improving and Enriching Lives." *Community Research Foundation*, 2010. www.comresearch.org/pert.php.

²⁵ "San Diego Regional task Force on the Homeless Website." San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

²⁶ "San Diego Housing Commission-About Us." *San Diego Housing Commission*. www.sdhc.org/about-us/

²⁷ "HUD.GOV-About HUD." *U.S. Department of Housing and Urban Development*, www.hud.gov/about.

²⁸ "About USICH." *United States Interagency Council on Homelessness*, www.usich.gov/about-usich/.

| TERM | DEFINITION |
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| Veteran ²⁹ | <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) ³⁰ | <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.³¹ 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.³²</p> |
| Vulnerability Index – | The Vulnerability Index – Service Prioritization Decision Assistance |

²⁹ “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.

³⁰ <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

³¹ https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act

³² <https://archives.hud.gov/news/2016/pr16-159.cfm>

| TERM | DEFINITION |
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| Service Prioritization and Decision Assistance Tool ³³ | 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 clientclients for housing opportunities. |

³³ "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: Kearny Mesa PSH: Supportive Services and Property Management

Provider Name: Father Joe's Village

Total Funding Amount: \$ 2,089,008.00

| SPENDING CATEGORIES | ESG | HEAP | PROPERTY OPERATING INCOME | TOTAL PROJECT BUDGET |
|------------------------------|----------------------|----------------------|---------------------------------|-------------------------|
| PERSONNEL EXPENSES (PE) | \$ 328,276.00 | \$ 450,020.00 | \$ - | \$ 778,296.00 |
| NON-PERSONNEL EXPENSES (NPE) | \$ 71,936.00 | \$ 49,980.00 | \$ 1,188,796.00 | \$ 1,310,712.00 |
| TOTAL BUDGET | \$ 400,212.00 | \$ 500,000.00 | \$ 1,188,796.00 | \$ 2,089,008.00 |

**CONTRACT ATTACHMENT NO. 4
ADDITIONAL PREVAILING WAGE TERMS**

**PREVAILING WAGE NOTIFICATION
HHI-21-18**

Check the option that applies:

☒ This project is utilizing **Federal Prevailing Wage MOD 15, 9/4/2020**. The contractor will be responsible for paying the appropriate Federal wage rate for each trade/craft.

NOTE: Federal Prevailing Wages are applicable to any Contracts/Purchase Orders greater than \$2,000.

Federal Labor Provisions – HUD Form 5370C, Section II
Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

(a) All maintenance laborers and mechanics employed under this Agreement in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)

- (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Agreement shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Agreement or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of

failure to pay any laborer or mechanic employed under this Agreement all or part of the wages required under this Agreement, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Commission or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the Commission and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
 - (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in this Contract Attachment Section 104, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the Commission, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the Commission, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the Commission or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the Commission or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate Commission or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).
 - (ii) The Commission or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
 - (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this Contract Attachment 104. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set

forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the Commission, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
- (c) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Contract Attachment 104 and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Agreement, is inapplicable to the work funded by Federal funds and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the work funding by Federal Funds within the Agreement whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

- ☒ This project is utilizing **State Prevailing Wage 2020-2**. The contractor will be responsible for paying the appropriate State/Local wage rate for each trade/craft.

NOTE: State Prevailing Wages are applicable to any Contracts/Purchase Orders greater than \$1,000.

A. Contractor shall comply with the prevailing wage requirements and restrictions, obligations, requirements, and penalties of Section 1770 et seq. of the Labor Code, which requires the payment of prevailing wages to appropriate work classifications in all bid specifications and subcontracts.

B. Contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates, which Contractor will post at the job site in a visible location in accordance with Labor Code Section 1773.2

C. Contractor shall comply with the payroll record keeping and availability requirement of Section 1776 of the Labor Code.

D. Contractor shall make travel and subsistence payments and follow holiday schedule in accordance with Section 1773.2 of the Labor Code.

E. Contractor must employ registered apprentice on all public works projects in accordance with Labor Code 1777.5.

F. Contractor is prohibited from accepting or extracting kickbacks from employees' wages under Labor Code 1778.

G. Upon work completion, Contractor will be required to sign and notarize an Affidavit of Compliance with California Prevailing Law, California Labor Codes Sections 1720-1815, which will be provided by the San Diego Housing Commission.

H. If discrepancies are discovered by either an audit of certified payroll records and/or employee interviews, payment may be withheld until such actions are corrected.

I. The following requirements apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into or after April 1, 2015:

Section 1725.5 requires that Contractor and its subcontractors register and qualify with the State of California Department of Industrial Relations ("DIR") in order to bid on, be listed in a bid proposal for, or engage in the performance of any contract for a public work. In order to register with the DIR, Contractor and its subcontractors must pay an initial nonrefundable registration fee of \$400, pay an annual renewal fee each July 1 thereafter, and provide the specified information to establish eligibility. Contractor and its subcontractors must register with the DIR at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Contractor or its subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work as defined in Labor Code § 1720, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public

Contract Code, provided the contractor is registered to perform Public Work pursuant to Labor Code § 1725.5 at the time the contract is awarded. A contract entered into with a Contractor or subcontractors who failed to register as required herein shall be subject to cancellation as set forth in Labor Code § 1771.1.

The project is subject to compliance monitoring and enforcement by the DIR and Commission, as set forth in Section 1771.4 of the Labor Code. On a weekly basis, the Contractor and its subcontractors shall furnish records, in a format prescribed by the Labor Commission and as specified in Labor Code § 1776, to the Commission and California Labor Commissioner for the following:

- a. Projects for which the initial contract is awarded on or after April 1, 2015. (Labor Code § 1771.4(c)(2)(B))
- b. All projects, whether new or ongoing, on or after January 1, 2016. (Labor Code § 1771.4(c)(2)(D))
- c. Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records. (Labor Code § 1771.4(c)(2)(C))
- d. Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to June 20, 2014. (Labor Code § 1771.4(c)(2)(A))

Contractor shall post job site notices as prescribed by Labor Code § 1771.4(a)(2).

REQUIRED PREVAILING WAGE DOCUMENTS

Items listed below will be required for all Contractors at the time of award until project completion.

- Certified Payroll Reports are to be submitted on the applicable State/Federal form and/or Prism will be utilized for submission of Certified Payroll Reports.
- Proof of fringe benefit payments.
- Proof of payments to employees.
- Apprentices are required if an apprenticeable trade. (if applicable)

The following Labor Compliance documents are available at www.sdhc.org/doing-business-with-us/labor-compliance and are required prior to commencing work onsite:

- Authorized Signatory*
- Checklist Labor Law Requirements
- Division of Apprenticeship Standards, DAS140 (if applicable)
- Dispatch of Apprentice, DAS142 (if applicable)
- Fringe Benefit Statement
- List of Trades and/or Crafts
- Project Contact Sheet

*The Authorized Signatory **MUST** be an original and signed in "blue" ink.

Each Contractor, general, sub or tier shall submit an original certified payroll report to the San Diego Housing Commission on a weekly basis. Each record should be complete, accurate and signed with a wet signature, in "blue" ink.

CONTRACTOR:

Name: _____ Title: _____

Signature: _____ Date: _____

DIR Registration # (if State/Locally Funded): _____

CONTRACT ATTACHMENT NO. 5

HEAP GRANT AGREEMENT WITH THE RTFH

(to be inserted upon receipt from the Regional Task Force on the Homeless)

DRAFT



SAN DIEGO
HOUSING
COMMISSION

SAN DIEGO HOUSING COMMISSION

SUBRECIPIENT PROJECT BUDGET

SUMMARY

Fiscal Year: 2021

Project Name: Hotel Circle: Supportive Services and Property Management

Provider Name: People Assisting the Homeless

| PERSONNEL EXPENSES (PE) | ESG | HEAP | PROPERTY OPERATING INCOME | TOTAL PROJECT BUDGET |
|---|----------------------|----------------------|---------------------------|------------------------|
| Salaries & Wages | \$ 407,312.50 | \$ 285,437.50 | \$ - | \$ 692,750.00 |
| Fringe Benefits | \$ 114,047.50 | \$ 79,922.50 | \$ - | \$ 193,970.00 |
| TOTAL PE BUDGET | \$ 521,360.00 | \$ 365,360.00 | \$ - | \$ 886,720.00 |
| NON-PERSONNEL EXPENSES (NPE) | ESG | HEAP | PROPERTY OPERATING INCOME | TOTAL PROJECT BUDGET |
| Office Supplies | \$ 8,550.00 | | | \$ 8,550.00 |
| Program Supplies | \$ 11,871.00 | \$ 11,879.00 | | \$ 23,750.00 |
| Client Flex | \$ 90,000.00 | | | \$ 90,000.00 |
| Communication | \$ 11,400.00 | | | \$ 11,400.00 |
| Printing/Advertising | \$ 8,550.00 | | | \$ 8,550.00 |
| Travel/Mileage | \$ 17,160.00 | | | \$ 17,160.00 |
| WiFi | \$ 18,000.00 | | | \$ 18,000.00 |
| Insurance | \$ 7,200.00 | | | \$ 7,200.00 |
| Equipment Rental/Maintenance | \$ 9,600.00 | | | \$ 9,600.00 |
| Vehicle Gas, Maintenance, Insurance | \$ 9,000.00 | | | \$ 9,000.00 |
| Food/Meals/Refreshments | \$ 3,000.00 | \$ 6,000.00 | | \$ 9,000.00 |
| Staff Training | \$ 7,125.00 | | | \$ 7,125.00 |
| One Time Vehicle Purchase | | \$ 30,000.00 | | \$ 30,000.00 |
| One Time Computer Purchase | | \$ 19,600.00 | | \$ 19,600.00 |
| One Time Networking Set Up | | \$ 30,000.00 | | \$ 30,000.00 |
| Program Administration | \$ 65,566.00 | \$ 67,161.00 | | \$ 132,727.00 |
| Third Party Property Management: JSO | | | \$ 1,474,724.00 | \$ 1,474,724.00 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| TOTAL NPE BUDGET | \$ 267,022.00 | \$ 164,640.00 | \$ 1,474,724.00 | \$ 1,906,386.00 |
| TOTAL PROJECT BUDGET | \$ 788,382.00 | \$ 530,000.00 | \$ 1,474,724.00 | \$ 2,793,106.00 |
| FY21 FUNDING (Must Match Total Project Budget) | \$ 788,382.00 | \$ 530,000.00 | \$ 1,474,724.00 | \$ 2,793,106.00 |

NOTES / COMMENTS



SAN DIEGO
HOUSING
COMMISSION

SAN DIEGO HOUSING COMMISSION SUBRECIPIENT PROJECT BUDGET SUMMARY

Fiscal Year: 2021

Project Name: Kearny Mesa: Supportive Services and Property Management

Provider Name: Father Joe's Village

| PERSONNEL EXPENSES (PE) | ESG | HEAP | PROPERTY OPERATING INCOME | TOTAL PROJECT BUDGET |
|---|----------------------|----------------------|---------------------------|------------------------|
| Salaries & Wages | \$ 278,345.00 | \$ 324,985.00 | | \$ 603,330.00 |
| Fringe Benefits | \$ 80,721.00 | \$ 94,245.00 | | \$ 174,966.00 |
| TOTAL PE BUDGET | \$ 359,066.00 | \$ 419,230.00 | \$ - | \$ 778,296.00 |
| NON-PERSONNEL EXPENSES (NPE) | ESG | HEAP | PROPERTY OPERATING INCOME | TOTAL PROJECT BUDGET |
| Cell phone service | \$ 1,800.00 | | | \$ 1,800.00 |
| Clarity access | \$ 300.00 | | | \$ 300.00 |
| Office & Admin Supplies | | \$ 1,476.00 | | \$ 1,476.00 |
| Staff travel | \$ 1,428.00 | | | \$ 1,428.00 |
| Gas for shuttle van | \$ 1,500.00 | \$ 1,500.00 | | \$ 3,000.00 |
| Insurance for shuttle van | \$ 1,040.00 | \$ 1,840.00 | | \$ 2,880.00 |
| Maintenance for shuttle van | \$ 1,900.00 | \$ 100.00 | | \$ 2,000.00 |
| Client travel (bus passes) | \$ 2,876.00 | \$ 5,404.00 | | \$ 8,280.00 |
| Food Assistance for Clients | \$ 8,770.00 | \$ 2,030.00 | | \$ 10,800.00 |
| Education | | \$ 1,800.00 | | \$ 1,800.00 |
| Employment Assistance | | \$ 3,600.00 | | \$ 3,600.00 |
| Mental Health, Health & Substance Use Disorder Service Assistance | | \$ 2,260.00 | | \$ 2,260.00 |
| Housing Counseling Service/Application Fees | | \$ 5,250.00 | | \$ 5,250.00 |
| Utility Deposits | | \$ 3,750.00 | | \$ 3,750.00 |
| Other Client Support Assistance | \$ 14,400.00 | | | \$ 14,400.00 |
| Program Administration | \$ 37,132.00 | \$ 21,760.00 | | \$ 58,892.00 |
| Third Party Property Management: Hyder | | | \$ 1,188,796.00 | \$ 1,188,796.00 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| TOTAL NPE BUDGET | \$ 71,146.00 | \$ 50,770.00 | \$ 1,188,796.00 | \$ 1,310,712.00 |
| TOTAL PROJECT BUDGET | \$ 430,212.00 | \$ 470,000.00 | \$ 1,188,796.00 | \$ 2,089,008.00 |
| FY21 FUNDING (Must Match Total Project Budget) | \$ 430,212.00 | \$ 470,000.00 | \$ 1,188,796.00 | \$ 2,089,008.00 |

NOTES / COMMENTS

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 APPROVING OPERATING AGREEMENTS BETWEEN THE SAN DIEGO HOUSING COMMISSION AND (1) ST. VINCENT DE PAUL VILLAGE, INC., DBA FATHER JOE’S VILLAGES AND (2) PEOPLE ASSISTING THE HOMELESS (PATH) FOR THE PROVISION OF SERVICES AND PROPERTY MANAGEMENT OPERATIONS FOR PERMANENT HOUSING WITH SUPPORTIVE SERVICES AND RELATED ACTIONS.

WHEREAS, the City of San Diego (City) identified in the City’s Community Action Plan on Homelessness (Action Plan) the need for an additional 2,659 permanent housing units in the next 10 years to meet the demand of persons experiencing homelessness in the City of San Diego; and

WHEREAS, the San Diego Housing Commission (Housing Commission) is purchasing two hotels to meet the demand for permanent housing, with supportive services, and the risks associated with COVID-19; and

WHEREAS, in response to a Request for Qualifications issued on May 4, 2020, the Housing Commission is contracting with St. Vincent de Paul Village, Inc., dba Father Joe’s Villages for one year to provide supportive services and property management located at 5400 Kearny Mesa Road (Father Joe’s Agreement), and with People Assisting the Homeless (PATH) for one year to provide supportive services and property management located at 1865 Hotel Circle South (PATH Agreement) (collectively, Agreements); and

WHEREAS, approval on this Resolution is contingent on the Housing Authority's approval of the Housing Commission's purchase of Residence Inn Hotel Circle and Residence Inn Kearny Mesa; NOW, THEREFORE,

BE IT RESOLVED, by the Housing Authority as follows:

1. Authorize the execution of the Father Joe's Agreement in the amount of \$2,089,008.
2. Authorize the execution of the PATH Agreement in the amount of \$2,793,106.
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, increase compensation, or both, not to exceed twenty percent (20%) of the total cost for the Agreements, without further action by Housing Commission Board or the Housing Authority, but only if and to the extent funds are determined to be available for such purposes.

APPROVED: MARA W. ELLIOTT, General Counsel

By _____
Katherine A. Malcolm
Deputy General Counsel

KAM:soc
09/30/2020
Or. Dept: SDHC
Doc. No. 2488082



The City of San Diego
Item Approvals

Item Subject: Approval of the Fiscal Year 2021 Agreements Between the San Diego Housing Commission and 1) People Assisting the Homeless and 2) Father Joe's Village for the Provision of Services and Property Management Operations in San Diego Housing Commission-Owned Properties that Provide Permanent Housing With Supportive Services

| Contributing Department | Approval Date |
|-------------------------|---------------|
| DOCKET OFFICE | 09/21/2020 |
| DEPARTMENT OF FINANCE | 09/29/2020 |

| Approving Authority | Approver | Approval Date |
|---|-----------------|---------------|
| HOUSING COMMISSION FINAL DEPARTMENT APPROVER | MARSHALL, SCOTT | 09/15/2020 |
| EXECUTIVE VICE PRESIDENT | DAVIS, JEFF | 09/29/2020 |
| CITY ATTORNEY | MALCOLM, KATE | 09/29/2020 |