



REPORT TO THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO

DATE ISSUED: November 4, 2021

REPORT NO: HAR21-025

ATTENTION: Chair and Members of the Housing Authority of the City of San Diego
For the Agenda of December 6, 2021

SUBJECT: Approval of the Contracts between the San Diego Housing Commission and Mental Health Systems to Operate the City of San Diego's Transitional Storage Centers, also known as Storage Connect Centers

COUNCIL DISTRICT: 8 and 9

REQUESTED ACTION

Authorize the execution of competitively awarded contracts with Mental Health Systems for a six-month term from January 1, 2022, to June 30, 2022, to support two Transitional Storage Centers, known as Storage Connect Center I, at 116 South 20th Street, San Diego, California 92113, and Storage Connect Center II, at 5453 Lea Street, San Diego, California 92105, with two one-year options to renew.

STAFF RECOMMENDATION

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

- 1) Approve the execution of a six-month initial contract, with two one-year options to renew, with Mental Health Systems (MHS) to operate the City of San Diego's Transitional Storage Center known as Storage Connect Center I, located at 116 South 20th Street, San Diego, California 92113, for a term of January 1, 2022, through June 30, 2022, with a prorated annual budget of \$624,971;
- 2) Approve the execution of a six-month initial contract, with two one-year options to renew, with MHS to operate the Transitional Storage Center known as Storage Connect Center II, located at 5453 Lea Street, San Diego, California 92105, for a term of January 1, 2022, through June 30, 2022, with a prorated annual budget of \$360,332;
- 3) Authorize the San Diego Housing Commission's (Housing Commission) President & Chief Executive Officer (President & CEO), or designee, to execute all 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.
- 4) 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 amounts for the proposed agreements, if necessary, without further action by the Housing Commission Board or Housing Authority, but only if and to the extent that funds are determined to be available for such purposes.

SUMMARY

The Housing Commission administers the agreements for the City of San Diego's (City) Homeless Shelters and Services Programs based on a Memorandum of Understanding (MOU) between the Housing Commission and the City of San Diego (City) that first took effect on July 1, 2010. The Housing Commission and City entered into a separate MOU for the City's Temporary Bridge Shelter Programs, which was approved by the Housing Commission Board of Commissioners on November 3, 2017, as well as the Housing Authority and City Council (City Council) on November 14, 2017. On March 20, 2018, the City Council authorized the execution of a First Amendment to the MOU (Resolution R-311627) to also address the duties of the parties concerning the Storage Connect Center located at 116 South 20th Street, San Diego, CA 92113. The Housing Commission and City bifurcated the Temporary Bridge Shelter MOU and entered into a separate MOU for the City's Transitional Storage Center Programs, which was approved by the Housing Commission Board of Commissioners on June 12, 2020, as well as the Housing Authority and City Council on June 16, 2020.

The Housing Commission administers the agreements on behalf of the City to operate the Transitional Storage Center programs, known as Storage Connect Center I (Center I) and Storage Connect Center II (Center II). The Housing Commission began administering the agreement for Center I in June 2018 and began administering the agreement for Center II in July 2020. The proposed actions referenced in this report will allow for the continued operation of Center I and Center II, which currently run from July 1, 2021, through December 31, 2021. To keep the contract in alignment with the City's and Housing Commission's fiscal years, the time of performance for the competitively awarded contracts will be an initial six-month term from January 1, 2022, through June 30, 2022, with two one-year options to renew. Housing Commission staff will notify the Housing Authority and the City Attorney's Office about any subsequent amendments or modifications to the Storage Connect Centers program, and other required documents, including amendments to any documents.

PROGRAM OVERVIEW

The purpose of Center I and Center II is to provide secure, protected space for individuals experiencing homelessness (Clients) in the City to store their personal belongings on an ongoing basis, and help keep Clients' belongings off City streets, sidewalks and storefronts by providing a safe place for individuals experiencing homelessness to keep their belongings as they attend to their personal needs, which may include working on housing options, looking for work, attending classes, meeting with service providers, seeking medical care, or other activities such as accessing cleaning or washing facilities. Each Client has access to storage space of approximately 95 gallons free of charge. Staff provides Clients with access to their belongings in a staging area under supervision during hours of operation.

Center I staff is responsible for administering a minimum of 500 lockable rolling storage containers located at Center I. Center II staff is responsible for administering 257 storage containers with the capacity to administer up to 500 storage containers. As of mid-October 2021, Center I had 463 storage containers occupied out of 500, and Center II had 229 storage containers occupied out of 257. Center staff is responsible for the security of the storage containers and the contents thereof. Center staff uses appropriate protocols and procedures for placement and retrieval of Client belongings.

Operator Experience

Center I opened on June 13, 2018, and Center II opened on November 18, 2019. Both Center I and Center II operate in the same capacity, providing storage bins to persons experiencing homelessness in the City. As the current operator of each storage center, MHS has gained extensive experience, demonstrated the capacity to administer the storage centers effectively, and continues to meet contract requirements such as minimum outcomes measures and compliance thresholds.

Beginning in early March 2020, the Housing Commission began sending regular updates to homeless shelters and services providers, including Center I and II, on ongoing activities of the Regional Task Force on Homelessness (RTFH), the Housing Commission, City of San Diego, and County of San Diego to mitigate the spread of COVID-19. Center I and Center II modified their methods of operation by adding social distancing measures at the facilities, which included limiting the number of Clients to 10 at a time in the Client waiting area and placing markers on the ground to inform Clients where to stand to access their belongings from their storage bin. In addition to social distancing, Clients were allowed to provide verbal consent while filling out intake paperwork to reduce close contact with staff. Center I and Center II enhanced their cleaning and sanitation practices and administered the COVID-19 health screening questionnaire with each Client and staff entering the facility. Center I and Center II also provided information to Clients on how to access the COVID-19 vaccine.

The City of San Diego, RTFH, and Housing Commission staff continue to provide guidance to Center I and Center II as needed during this time to support alignment with County Public Health and Centers for Disease Control and Prevention (CDC) guidance to protect the health and safety of staff and Clients, which includes continuing monitoring for symptoms for staff and Clients, requirement of enhanced sanitation and cleaning practices, and utilization of personal protective equipment.

In addition to the mitigation efforts for COVID-19, both Centers work with Clients to address the spread of other communicable diseases. These efforts include posters with information on how to properly wash or clean your hands inside the Client restrooms, handwashing stations, and hand sanitizing stations. Staff also provide information to Clients verbally, and information is posted on flyers located on-site, which provide information on other infectious diseases about symptoms, vaccination, prevention and control.

General Standards

Center I and Center II must operate according to the General Standards contained in the respective Agreements. In this contract term for Center I and Center II, MHS will continue to be held to the expectations detailed in the Scope of Work. At both sites, MHS will ensure:

- Service delivery is Client-focused and delivered in a culturally competent manner. Center staff are trained on Trauma Informed Care, Motivational Interviewing, Harm Reduction, and general customer service standards that address the needs of the target population.
- Adequate staffing with appropriate ongoing training.
- Compliance with Fire Marshal inspections and recertifications as needed.
- Appropriate policies and procedures are in place for operations, including low-barrier Terms of Service, which will be displayed on-site at all times, and various means for Clients to provide input into the Center I and Center II.
- Data entry, analysis and reporting of all Center I and Center II activities in the RTFH-approved

Homeless Management Information System (HMIS).

- MHS is required to develop and maintain Community Engagement/Good Neighbor practices for the area surrounding the Program Site, including but not limited to:
 1. Methodologies for maintaining a clean and safe environment;
 2. Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
 3. Providing opportunities for electronic and/or written community feedback; and
 4. Demonstrating community input has been reviewed and incorporated into operations plan, as appropriate.

Property Management

As the operator of the Center I and Center II, MHS must provide property management services to ensure a safe, secure, and healthy environment. At both sites, MHS will:

- Designate a point-of-contact who is available at all times to address issues that may arise at each site.
- Provide security and site oversight to ensure a safe environment at each site for Clients, volunteers, and others who may enter the site. Staff must be trained on all emergency protocols, including how to alert and evacuate all participants in the event of a fire or emergency.
- Maintain a secure and healthful environment.
- Maintain the facility, at all times, in an orderly and vermin-free condition.
- The premises are to be used as a storage facility only. Operation of the storage center shall not create any conditions that amount to a public nuisance and shall not be detrimental to the residential neighborhood by causing increased noise, traffic, lighting, odor, or by violating any applicable ordinance or laws.

CONTRACT SELECTION PROCESS

On July 15, 2021, the Housing Commission issued a Request for Proposals (RFP) for the operation of the two Transitional Storage Centers, seeking a contractor to operate the storage centers. The RFP was posted and made available for download on the PlanetBids website through the Housing Commission's and the City's portals. Through the PlanetBids system, 2,158 vendors were notified (173 from the Housing Commission's portal and 1,985 from the City's portal). A pre-proposal meeting was held on July 22, 2021. Representatives from two agencies were in attendance at the meeting.

At the RFP closing on August 12, 2021, one proposal was received for the Center I and one proposal was received for the Center II from MHS, the sole respondent to the RFP. Subsequent to the closing, a responsiveness review was conducted, and the proposals were determined to be responsive. A source selection committee evaluated, scored, and ranked the responses based on the following criteria: Operations, Program Concept, Organizational Experience, Capacity, Community Considerations, Equity and Inclusion, and Cost Proposal. The selection committee also conducted an interview with the respondent on September 14, 2021. As the sole respondent to the Transitional Storage Centers RFP, and a respondent that was evaluated and deemed qualified to provide the requested service, MHS was selected to continue as the storage centers' operator.

AFFORDABLE HOUSING IMPACT

The operation of Center I and Center II allows individuals experiencing homelessness to store their belongings in a safe location off City streets, while these individuals attend to personal needs, which may include working on housing options, looking for work, attending classes, meeting with service providers, seeking medical care, or other activities such as accessing cleaning or washing facilities.

FISCAL CONSIDERATIONS

The City of San Diego (City) committed State Homeless Housing, Assistance and Prevention (HHAP) Program funding in the amount of \$624,971 toward Center I for a six-month term of January 1, 2022, through June 30, 2022. Further, the City has committed HHAP funding in the amount of \$360,332 toward Center II for a six-month term of January 1, 2022, through June 30, 2022. Future funding for option years is contingent on the City allocating funding for this purpose.

EQUAL OPPORTUNITY CONTRACTING

MHS is a local nonprofit and is not subject to the requirement to submit a Workforce Report.

PREVIOUS COUNCIL and/or COMMITTEE ACTION

The Housing Authority and City Council took action to approve the initial operator agreement, the first amendment to the MOU between the Housing Commission and the City for the Temporary Bridge Shelters and Transitional Storage Center, and the amendment to the Fiscal Year (FY) 2018 budget on March 20, 2018, and commitment of FY 2019 budgeted funds to support the ongoing lease costs for the lease between the City and the owner for the site location (Resolution No. HA-1777).

On February 8, 2019, the Housing Commission approved the execution of the first one-year renewal option of the Agreement with MHS to operate Center I for a term of July 1, 2019, through June 30, 2020, with a corresponding budget of \$1,190,828.40.

The recommendations were presented to the Housing Authority for review on March 12, 2019. The Housing Authority approved the execution of the first one-year renewal option of the Agreement with MHS (Resolution No. HA-1804), contingent on the successful presentation of a plan by the City of San Diego to the City Council, regarding identification of an additional storage center site as well as a proposal for a comprehensive community engagement strategy for the implementation of the identified site. The City completed this request and sent a status update Memo to the Council in June 2019. The first one-year renewal option of the Agreement was subsequently executed with MHS.

The MOU for oversight and administration of the Bridge Shelters and the Storage Connect Center from July 1, 2019, through June 30, 2020, was approved by the Housing Authority (Resolution HA-1817) and City Council (Resolution R-312514) on June 11, 2019.

On June 12, 2020, the Housing Commission approved the execution of the second one-year renewal option and fourth amendment of the Agreement with MHS to operate Center I for a term of July 1, 2020, through June 30, 2021, with a corresponding budget of \$1,249,942. The Housing Commission approved the execution of a one-year Agreement with MHS to operate Center II for a term of July 1, 2020, through June 30, 2021, with a corresponding budget of \$720,664.

On June 16, 2020, the Housing Authority approved the second one-year renewal option for the operation of Center I, and the initial contract between MHS and the Housing Commission for the operation of Center II. Both agreements were executed with MHS.

On June 16, 2020, the Housing Authority approved (Resolution HA-1862) a separate MOU between the Housing Commission and the City for the provision of the Transitional Storage Centers from July 1, 2020, through June 30, 2021, with two additional one-year options to extend. On July 15, 2021, the City executed the first one-year option to extend the MOU for the term of July 1, 2021, through June 30, 2022.

On June 11, 2021, the Housing Commission approved the execution of a six-month Non-Competitive agreement under Procurement Policy 9.4, with Mental Health Systems to operate Center I for a term of July 1, 2021, through December 30, 2021, with a corresponding budget of \$624,971. The Housing Commission approved the execution of a six-month Non-Competitive agreement under Procurement Policy 9.4, with Mental Health Systems to operate Center II, with a corresponding budget of \$360,332.

On November 12, 2021, the Housing Commission Board of Commissioners voted 4-0 to recommend that the Housing Authority take the staff-recommended actions.

COMMUNITY PARTICIPATION and PUBLIC OUTREACH EFFORTS

Prior to the opening of the Center I in June 2018, the operator, MHS, sought the input of residents in the neighborhoods surrounding the Center I to encourage a successful partnership with the community. A Community Advisory Committee formed and a meeting is held monthly with representatives from MHS, the Housing Commission, SDPD, the City's Environmental Services Department, the Mayor's office, and San Diego County Behavioral Health Services in attendance. In June 2021, community members from the neighborhood surrounding Storage Connect Center II, located in the Chollas Creek area, started attending the virtual community meeting. The monthly community meetings now include residents and community members from both Centers.

The meetings provide community members with an opportunity to share their concerns and ideas with MHS, the City, and the Housing Commission, and allow the project's partners to share information and provide updates to the community. This includes notifying the community when contract terms are renewed or contract-related action items are brought to the Housing Commission Board or Housing Authority for approval. At the community meeting on October 13, 2021, Housing Commission staff informed the community group members that the Housing Commission will be requesting approval of the contract between the Housing Commission and MHS to continue to operate Center I and Center II at the Housing Commission's Board meeting on November 12, 2021, and the Housing Authority meeting on November 16, 2021. Information about how to provide public comment at both meetings was provided to the community members via email after the meeting in October. In addition, the next community meeting will take place on November 10, 2021, and the Housing Commission will provide information again about the Housing Commission Board meeting and the Housing Authority meeting and how to provide public comment.

The Housing Commission provides a dedicated phone line that community members can utilize to report concerns or ask questions about program operations. Since the opening of Center I in June 2018, the phone line has received 10 calls. Only one of those calls was received in the last six months, in July

2021. The majority of calls are not related to the storage centers specifically but are related more to other issues that may be connected to unsheltered homelessness in the neighborhood or the need for environmental services cleaning. As needed, Housing Commission staff follows up with MHS and other appropriate City departments to address any needs quickly. MHS, the Housing Commission, and City services will continue to partner and collaborate with the Community Advisory Committee to ensure the Centers take into consideration the needs and expectations of the surrounding community while continuing to serve individuals and families experiencing homelessness in the City of San Diego.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Individuals and households experiencing homelessness benefit from the operation of Center I and Center II. The operation of the Centers gives individuals experiencing homelessness a space to store their belongings to allow them to attend to personal needs, which may include working on housing options, looking for work, attending classes, meeting with service providers, seeking medical care, or other activities such as accessing cleaning or washing facilities. In addition, the operation of the Centers helps reduce the presence of belongings on the street and promotes better health conditions for citizens of the City of San Diego, including those living on the streets of the City of San Diego.

ENVIRONMENTAL REVIEW

Center I

The proposed project and associated actions are categorically exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), and 15311 (Accessory Structures), and it has been determined that no exceptions to the exemptions as set forth in CEQA Guidelines Section 15300.2 apply. Processing under the National Environmental Policy Act (NEPA) is not required as there are no federal funds involved with this action. The parties agree that the provision of any federal funds for the future funding of option years is conditioned on the City of San Diego's final NEPA review and approval.

Center II

The proposed project and associated actions are categorically exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), and 15311 (Accessory Structures), and it has been determined that no exceptions to the exemptions as set forth in CEQA Guidelines Section 15300.2 apply. Processing under the National Environmental Policy Act (NEPA) is not required as there are no federal funds involved with this action. The parties agree that the provision of any federal funds for the future funding of option years is conditioned on the City of San Diego's final NEPA review and approval.

Respectfully submitted,



Lisa Jones
Executive Vice President, Strategic Initiatives
San Diego Housing Commission

Approved by,



Jeff Davis
Deputy Chief Executive Officer
San Diego Housing Commission

November 4, 2021

Approval of Contracts to Operate Transitional Storage Centers, also known as Storage Connect Centers

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Attachments: 1) Center I Draft Contract
2) Center II Draft Contract

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

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR TRANSITIONAL STORAGE CENTER I
WITH
MENTAL HEALTH SYSTEMS, INC.

Contract No. HHI-22-23A

THIS AGREEMENT, entered into this _____ day of _____ 2021,

between the Commission:

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

and the Contractor:

MENTAL HEALTH SYSTEMS, INC.
9465 Farnham Street
San Diego, California 92123
(858) 573-2600

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate a Transitional Storage Center for homeless individuals to store their belongings as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

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

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Work, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. HHAP-2 Grant Agreement, Contract Attachment No. 4
5. Prevailing Wage Notification, Contract Attachment No. 5

103. TIME OF PERFORMANCE

a. Initial Term

All services required pursuant to this Agreement shall commence effective January 1,

2022 through June 30, 2022.

b. Option to Extend Term

Upon approval of the Housing Authority of the City of San Diego (“Housing Authority”), the President and Chief Executive Officer of the Commission, or his or her designee, may at his/her election extend the term of the Agreement to the Contractor for two (2) additional one-year terms, by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions set forth as set forth in Section 225. Only one (1) option may be exercised at any one time during any term of the Agreement. The option to extend the Agreement may be granted by the Commission in its sole discretion and is depended upon the availability of funds and budget approval by the Housing Authority. The compensation to be paid the Contractor during any optional terms shall be the compensation set forth in Contract Attachment No. 3.

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

104. **COMPENSATION AND METHOD OF PAYMENT**

a. Rates

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

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of SIX HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED SEVENTY-ONE AND NO/100 DOLLARS (\$624,971.00). 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.

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.

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.

105. NOTICES

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

Signature Page to Agreement for Transitional Storage Center I with Mental Health Systems, Inc.
(Contract No. HHI-22-23A):

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

CONTRACTOR:
MENTAL HEALTH SYSTEMS, INC.

By: _____ Date: _____
Jim Callaghan
CEO & President

COMMISSION:
SAN DIEGO HOUSING COMMISSION

By: _____ Date: _____
Jeff Davis
Deputy Chief Executive Officer

By: _____ Date: _____
Lisa Jones
Executive Vice President, Strategic Initiatives

By: _____ Date: _____
Debra Fischle-Faulk
Senior Vice President, Compliance and Equity Assurance

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

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

202. Ownership of Materials and Documents

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

203. Non-Disclosure

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

204. Conflict of Interest

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

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

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission may terminate this Agreement with Contractor.

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

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

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

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee.

206. Insurance

(a) Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below. If nothing is checked or indicated below, the limit shall be Two Million Dollars (\$2,000,000.00):

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

(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.

207. Correction of Work

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

208. Equal Opportunity Programs

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

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

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

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

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

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

209. Cost Records

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

210. Subcontracting

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

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

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

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

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

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

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

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

211. Assignability

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

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

212. Changes

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

213. Documents and Written Reports

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

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

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

214. Termination

For lack of funding, this Agreement may be terminated by the Commission on thirty (30) days' written notice to the Contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

This Agreement may be terminated for convenience by the Commission on ninety (90) days' written notice to the Contractor, the effective date of cancellation being the 90th day of said written notice with no further action required by either party.

215. Attorneys' Fees and Costs

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

216. Entire Agreement

This Agreement represents the sole and entire agreement between the Commission and

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

217. Partial Invalidity

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

218. Contract Governed by Laws of State of California

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

219. Interest of Member of Congress

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

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

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

221. Drug-free Workplace

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

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202

of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

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

- (i) The dangers of drug abuse in the workplace.
- (ii) The Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

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

222. Plan of Operation

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

223. Labor Provisions

It is 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 Contract Attachment No. 5.

☐ If checked, additional federal prevailing wage terms are contained in Contract Attachment No. 5.

224. Contract Work Hours and Safety Standards Act

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

225. Extension of Contract Term

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

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

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

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

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

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

226. Intentionally omitted.

227. Conflict between Agreement and Attachments

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

(a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,

(b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

228. Intentionally Omitted

229. Audit Requirements

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

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

230. Lobbying Provisions

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions;

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

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

231. Energy Conservation.

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

232. Disputes.

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

233. 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, 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, termination, the right to cancel the Contractor's right to proceed and to cause another contractor or the Commission to take over the duties under the terms of the contract, to sue for damages, specific performance and/or to seek an injunction, among other remedies. In determining whether there is a breach by Contractor concerning "Program and Goal Outcomes" as contained in Contract Attachment No. 2 to this Agreement, good faith efforts as reasonably determined by the Commission shall not constitute a breach. In the event of life, safety and/or general welfare of the clients of the Contractor or the general public arises, the Commission shall have the right to terminate the Contractor's right to continue to proceed with without a notice to cure. In addition, the Commission shall have the right to recoup any and all monies that may have been advanced to the Contractor and that have not been earned.

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

234. Reporting Requirements. Contractor will provide the following:

- a) Data collection shall include information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.
- b) The performance monitoring and accountability framework shall include clear metrics, which may include the following:
 - i. The number of individual exits to permanent housing, as defined by HUD, from unsheltered environments and interim housing resulting from this funding.
 - ii. Racial equity, as defined by the Commission.
 - iii. Any other metrics deemed appropriate by the Commission and developed in accordance with the Health and Safety Code (HSC).
- c) Data collection and reporting requirements shall support the efficient and effective administration of the Program and enable the monitoring of performance and program outcomes.

The Commission may require additional reporting with written notice to the Recipient.

235. Auditing. The Commission reserves the right to perform or cause to be performed a financial audit. At Commission's request, Contractor shall provide a financial audit prepared by a certified public accountant. HHAP-2 administrative funds may be used to fund this expense. Should an audit be required, Contractor shall adhere to the following conditions:

- a) The audit shall be performed by an independent certified public accountant.
- b) Contractor shall notify Commission of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Commission and City to the independent auditor's working papers.
- c) Contractor is responsible for the completion of audits.
- d) If there are audit findings, Contractor must submit a detailed response acceptable to Commission for each audit finding within 90 days from the date of the audit finding report.

236. HHAP-2 Inspection and Retention of Records. Contractor shall:

a) **Record Inspection**

The Commission, the City and the Funder shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. Contractor agrees to provide the Commission with any relevant information requested. Contractor agrees to give the Commission, the City and the Funder, or its designees, access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such

records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Program laws, the HHAP-2 program guidance document published on the State of California BCHS website, and this Agreement.

In accordance with HSC section 50220.5(l), if upon inspection of records the Commission, the City or the Funder identifies noncompliance with grant requirements, the Commission, Funder and the City retain the right to impose a corrective action plan on Contractor.

b) Record Retention

Contractor agrees to retain all records related to this Agreement for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

237. HHAP-2 Non-Discrimination. In addition to requirements contained in Section 208 “Equal Opportunity Programs”, Contractor shall:

During the performance of this Agreement, Contractor and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractor and its subrecipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subrecipients shall comply with the provisions of California’s laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Contractor and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

238. HHAP-2 Conflict of Interest. In addition to Section 204 “Conflict of Interest”, Contractor shall:

Contractor is subject to state and federal conflict of interest laws, including Government Code section 1090 and Public Contract Code section 10410 and 10411.

Failure to comply with these laws, including business and financial disclosure provisions, will result in this Agreement being declared void. Other legal action may also be taken.

Employees of Contractor: When applicable, employees of Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any

applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

239. HHAP-2 Drug-Free Workplace Certification. In addition to Section 221 “Drug-free Workplace”, Contractor shall:

Certification of Compliance: By signing this Agreement, Contractor hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, recipients, and/or subrecipients for violations, as required by Government Code section 8355(a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, recipients, or subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor’s policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees, recipients, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355(a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i. Will receive a copy of City’s drug-free policy statement, and
 - ii. Will agree to abide by terms of Commission’s condition of employment or subcontract.

240. Child Support Compliance Act. Contractor acknowledges in accordance with Public Contract Code 7110, that:

- a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

241. Special Conditions. Contractor shall:

- a) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
- b) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- c) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by Contractor or any subrecipient in performing the work or any part of it.

242. HHAP-2 Compliance with State and Federal Laws, Rules, Guidelines and Regulations. Contractor shall:

Contractor agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-2 program, Contractor, its subrecipients, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities.

Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Commission upon request.

243. Inspections. Contractor shall:

- a) Inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) The Commission, the City and the Funder reserve the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

244. Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Commission, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

- b) Contractor shall notify Commission immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement, the Commission, the City or the Funder, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Commission, the City and the Funder.

245. HHAP-2 Grant Agreement

Contractor agrees to abide by the terms of the HHAP-2 Grant Agreement between the State of California and the City of San Diego, which is attached hereto as Contract Attachment No. 5.

DRAFT

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. **PROGRAM OVERVIEW AND OBJECTIVE**

Contractor will operate a Transitional Storage Center (“Facility”) for individuals experiencing homelessness (“Clients”) to store their belongings.

2. **PROGRAM SITE LOCATION**

Contractor shall manage the Facility located at 116 South 20th Street, San Diego, California 92113 (“Premises”). This Agreement is contingent on the execution of an occupancy agreement between the Contractor and the City of San Diego for the Premises for the term of this Agreement. During the term of the contract the Facility must be available to Clients Monday through Friday from 7:00am to 7:00pm, Saturday and Sunday from 8:00am to 11:00am. Hours of operation must be posted at the entrance to the Premises. The hours of operation are subject to change at the sole discretion of the Commission, and as based upon Client need. Contractor will be compensated accordingly for any changes in hours of operation.

3. **PROGRAM DESCRIPTION**

The purpose of this Facility is to have secure, protected space for Clients in the City of San Diego (“City”) to store their personal belongings on an ongoing basis, and have access to their belongings during hours of operation. Each Client of the Facility will have access to one storage container free of charge.

Staff operating the Facility will provide Clients with access to their belongings in a staging area under supervision. Facility staff will need to develop a system for intake of Clients and inventory of their belongings to provide secure storage and access to those belongings while they are stored at the Facility.

Contractor is responsible for administering 500 lockable large rolling storage containers located on the floor. Contractor is responsible for the safety and security of the storage containers and the contents thereof. Contractor uses appropriate protocol and procedures for placement and retrieval of client belongings. The Commission reserves the right to retain all items purchased under the Agreement including, but not limited to, lockable storage containers, at the conclusion of the Facility’s operations.

4. **PROGRAM SERVICES**

a. ***Target population***

The Facility’s target population consists of individuals and families experiencing homelessness residing in the City.

b. ***Program Eligibility***

- 1) Each Client shall be Homeless as defined by the U.S. Department of Housing and Urban Development (HUD). All Clients self-certify as homeless as part of the intake process
- 2) The following criteria may not be used to determine usage of the storage center service:
 - a) Access may not be denied to those expressing signs of inebriation, drug use or mental health issues, as long as the behaviors/actions do not pose a danger or threat to self or others;
 - b) Requirements to take medication if the participant has a mental illness;
 - c) Participation in religious services or activities;
 - d) Participation in drug treatment services (including NA/AA);
 - e) Payment or ability to pay;
 - f) Identification.

c. ***Program Components***

Contractor shall:

- 1) Provide storage to Clients and limit that storage to no more than one storage container per Client at any one time.
- 2) Provide a service delivery system that effectively serves the target population in a safe, secure, and welcoming Client-centric environment.
- 3) Maintain an inventory system which tracks the location of stored items in such manner that enables accurate retrieval as requested.
- 4) Make efforts to ensure Clients do not queue, litter or loiter within a one-block radius of the Facility. Contractor will report all suspected criminal activity to law enforcement and notify City's Environmental Services Department (ESD) to mitigate related issues.
- 5) Enter and maintain basic intake data into the regional Homeless Management Information System (HMIS), in accordance with the Regional Task Force on the Homeless (RTFH) data standards. [<http://www.rtfhsd.org/hmis/>].
- 6) Provide presence, visibility, and assistance to individuals who are experiencing homelessness in the vicinity of the Facility.
- 7) Employ a strategy of proactive engagement of Clients within the community to place belongings in storage as an alternative to in the public right of way or on private property.
- 8) Further, work with City departments and community service agencies to:

- a) Provide Clients basic information on locations where Clients can gain access to other homeless services.
 - b) Provide a point of contact representative who shall coordinate security and accessibility issues with the SDPD, the Commission, the City, and the community.
 - c) When determined necessary by the Commission, and at the Commission's direction (as communicated in writing via email or other written correspondence), take action to reserve and maintain 50-100 spaces for SDPD referrals (number to be determined by the Commission).
 - d) Ensure regular exterior clean-up of the Premises by ESD.
- 9) Conduct intake, review the Rules and Regulations and Terms of Service of the Facility with Clients; Rules and Regulations and Terms of Service may be developed by the Contractor as reasonably necessary to ensure operational effectiveness, but shall include the minimum standards contained herein and shall be subject to review and approval by the Commission.
- 10) Require Clients to sign an agreement acknowledging compliance with the Terms of Service set forth herein, and certifying they are not in violation of those requirements.
- 11) Create a "Terms of Service" to include the following at minimum:
- a) One locking storage container per person
 - b) Storage containers are assigned to individuals only; no joint ownership permitted
 - c) An assigned container may only be accessed by the Client it is assigned to
 - d) Only Facility staff or authorized volunteers may retrieve storage containers from storage area
 - e) Storage containers may not contain the following items:
 - (1) Food or beverages
 - (2) Perishables
 - (3) Alcohol, drugs, or drug paraphernalia
 - (4) Medication
 - (5) Weapons
 - (6) Hazardous, combustible, or chemical materials
 - (7) Animals or living things
 - (8) Items showing signs of infestation

- (9) Any illegal items, including stolen items, contraband, or any item that is not legally in the Client's possession
- (10) Shopping carts, bicycles, carts, or other wheeled devices, except privately owned shopping carts which fit in the storage container
- 12) All property must fit securely within the storage container and lids must be able to close.
- 13) Contractor shall inform Clients of the inactive bin policy. After 30 days the Client's possessions will be removed from the bin, and stored on site until 90 days have elapsed from last access. After 90 days, the items will be considered abandoned and the Contractor will discard them at that time.
- 14) A release of liability for damage to items stored at the Facility, not including damage from the Commission's or City's sole negligence or willful misconduct, as approved by the Commission along with a warning that Clients should not store valuable items at the Facility.
- 15) The Premises shall maintain a list of rules and regulations on site, including but not limited to the following:
 - a) Prohibiting anyone from engaging in the below conduct, any violation of these rules will result in the loss of storage privileges:
 - (1) Commercial activity
 - (2) Recreational activity
 - (3) Watching television
 - (4) Religious activity
 - (5) Distributing food or water
 - (6) Making loud noises
 - b) No smoking or drinking alcohol or illegal drug use allowed on the Premises;
 - c) No unruly or threatening behavior allowed on the Premises;
 - d) No urinating, defecating, or spitting allowed on the Premises; and
 - e) Violation of Terms of Service may result in loss of access to the Facility.
 - f) Only Clients and Facility Staff are allowed to be on the Premises. Clients are only allowed to conduct storage-related business on the Premises. Once such business is completed, Clients must leave the Premises. Loitering shall be prohibited.

- g) Clients will be allowed to use the reception area restroom during hours of operation upon their request.
 - h) No animals or pets of any kind are allowed on the Premises, except for service, signal, or trained guide dogs are otherwise allowed in public places under California state law.
- 16) Collect client satisfaction data and report quarterly to the Commission. Include summarizing of method of data collection during the reporting period, the assessment of the data, and how the findings were incorporated into service delivery and program design
- 17) Contractor shall notify the project's designated Commission contract administrator of any key Contractor staff changes impacting the administration of the program.
- 18) Contractor shall comply, and require its subcontractors to comply, with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities in any federally assisted program. The Commission shall provide Contractor with any guidelines necessary for compliance with that portion of the regulations applicable during the terms of this Agreement.

d. ***Community Engagement***

- 1) Maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Premises, 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) Provide opportunities for electronic and/or written community feedback; and
 - d) Demonstrate community input has been reviewed and incorporated into operations plan, as appropriate.
- 2) Contractor must provide quarterly reporting to the Commission on community engagement efforts, as described in Contractor's Community Engagement/Good Neighbor Plan.
- 3) Ensure all elements of the "Good Neighbor Obligations," as noted in the City of San Diego Memorandum dated March 20, 2018, are included in Contractor's Community Engagement/Good Neighbor Plan and implemented effectively, including, but not limited to:

- a) Provide 24 hour security within a one-block radius of the Facility; security schedules may be adjusted at the sole discretion of the Commission based upon input from Contractor and the community;
 - b) All staff will be trained to conduct homeless outreach in the surrounding community during “down/quiet” times;
 - c) Take measures to prevent Client queuing and loitering;
 - d) Prevent litter, debris, and graffiti on the Premises;
 - e) Notify City’s Environmental Services Department to mitigate related issues;
 - f) Zero tolerance enforcement for alcohol or illegal or recreational drug use on site;
 - g) Report criminal activity to law enforcement.
- 4) Attend meetings with community and other respective neighborhood groups, as directed by Commission.
- e. ***Security and Site Control***
- 1) Enter into a sub-lease agreement with the City for the Facility setting forth all maintenance and repair obligations in compliance with State prevailing wage requirements.
 - 2) Designate a point-of-contact who is available at all times to address issues that may arise at the program site and coordinate security issues with the SDPD;
 - 3) Provide 24-hour security and site control to ensure a safe environment at the program site for clients, volunteers, and others who may come in contact with the program.
 - a) Staff must be trained on all emergency protocols, including how to alert and evacuate all participants in the event of a fire or emergency;
 - b) Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage;
 - 4) 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.
 - 5) Maintain a secure and healthful environment for delivery of all services, including minor equipment purchases related to the ongoing care and security of the premises

such as a bed bug zapper, heating system, keyed master locks, security camera system, and medical waste disposal for sharp objects.

6) Provide for:

a) Operating supplies;

b) Coordinate with City Departments and other vendors for prompt maintenance and repair including:

(1) Minor repairs and maintenance for the facility including, but not limited to, alarm/security equipment, fire inspection, pest control, replacement of locks, and other repairs required for the safe operation of the program at the facility; and

(2) Equipment repairs/maintenance encompassing fire extinguisher maintenance, the cost of a maintenance contract for the copier, monitoring of internet firewall, and the repair of other equipment not covered by maintenance agreements such as computers, printers, and telephones.

c) Utilities;

d) Security;

e) Janitorial services;

f) Waste removal and disposal; and

7) Provide secure entry/exit for Clients and others to be monitored by staff.

8) Maintain the Facility, at all times, in an orderly and vermin-free condition.

9) The Premises is to be used as a storage facility only. Operation of the storage facility shall not create any conditions that amount to a public nuisance and shall not be detrimental to the residential neighborhood by causing increased noise, traffic, lighting, odor, or by violating any applicable ordinance or laws.

f. ***Emergency Preparedness***

Contractor will maintain an emergency preparedness plan, and provide a copy of the plan to the Commission within 60 days of Agreement effective date. Contractor must review the plan at the midpoint of the term of the Agreement, and at the midpoint of the term of each option year thereafter if exercised by the Commission in the Commission's sole discretion, and provide a revised plan within 15 calendar days of implementing revisions of the plan. 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:
 - a) Map of designated meeting locations for evacuees;
 - b) Plan for immediate evacuation;
 - c) Plan for delayed evacuation;
 - d) Shelter-in-place procedure; and
 - e) Re-entry procedure.
- 4) Fire escape emergency plan, a fire watch at all times (including hourly logs), and compliance with Fire Marshal inspections and recertifications as needed.
- 5) Emergency procedures for the following events:
 - a) Fire;
 - b) Earthquake;
 - c) Flood;
 - d) Wildfire;
 - e) Tsunami;
 - f) Gas leak;
 - g) Power outage;
 - h) Medical emergencies;
 - i) Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations; and
 - j) Hazardous Substance/Biohazard Procedure.
- 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.
- 8) Training on the emergency preparedness plan for all staff working at the program site.

g. *System Coordination*

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

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

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

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

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

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

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

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

Contractor must participate in and utilize the 2-1-1 database, CIE, to the maximum extent possible that aligns with the Facility'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 Facility; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

5. **PROGRAM STANDARDS AND PERFORMANCE MONITORING**

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

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

- 1) Contractor must actively participate in compliance and performance monitoring and improvement activities, including semi-annual facility inspections of City-owned or leased facilities, required by the Commission.
- 2) Contractor will attend and contribute to compliance meetings or trainings (sharing Contractor's expertise and learning from others), and partner with the Commission in a collaborative improvement process by identifying and implementing improvements.
- 3) Contractor is responsible for all aspects of care, inspections, and oversight of the program site to ensure that the facilities are operated in safe condition. Contractor must comply with requirements for care of facilities, including participation in semiannual facility inspections by Commission staff and timely notification of any issues at facilities to Commission staff. Contractor acknowledges that Commission does not perform repetitive and frequent inspections of the program site, and Commission relies on Contractor to alert it immediately to any and all conditions found at the program site that, in any way, adversely affect the life and safety of the inhabitants of the program site and/or the condition of the program site. Contractor shall indemnify and defend, with counsel of Commission's choosing, for all claims, liability, expenses, actions, causes of action, fines, and complaints of any and all types and kinds, related to the safety of inhabitants of the program site and the condition of the program site. Nothing herein shall make Commission liable for the care or maintenance of the program site.
- 4) Commission staff involved in monitoring and/or administrating the Agreement, and providing guidance or technical support to the Contractor, may visit the program site from time to time. Generally, these visits will be prescheduled but that may not always be possible.
- 5) Contractor shall submit personnel policies and procedures or employee handbook.
- 6) Contractor shall submit complete policies and procedures to the Commission for review as set forth herein within 60 calendar days of Agreement effective date. Contractor must submit current policies and procedures to the Commission at any time during the term of this Agreement within 15 calendar days of request by the Commission. Contractor is expected to review their policies and procedures. The Commission will conduct review of policies and procedures at the start of the initial term of the Agreement for all minimum components identified below and will provide technical assistance and collaborate for ongoing improvement and modifications based on client feedback, outcomes, and best practices. Any changes to the policies and procedures shall be submitted to the Commission for review. The Commission reserves the right to request changes to program policies and procedures throughout the term of the Agreement. Policies and procedures submitted must be organized and include a table of contents outlining all content including forms and other appendices. 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, and reflecting cultural competency best practices, and including plans for how internal and external resources and partnerships will be utilized to maximize services provided to clients;
- b) Record management/retention;
- c) Provision of program activities to participants with language or accessibility requirements;
- d) Required trainings will be conducted including Cultural Competency and fair housing training, if applicable. Staff are expected to apply training in service delivery, engagements and communications with clients;
- e) Service description and delivery method for the following:
 - (1) Diversion
 - (2) Intake process and eligibility criteria
 - (3) Housing location and system navigation; and
 - (4) Case management including assessment, development of housing plan, case note documentation, issuance of RTFH-approved triage tool for all program clients, when needed and appropriate.
- f) Program exit procedures (voluntary exit by Client)/termination policies;
- g) Procedure for verifying and documenting homelessness that is compliant with HUD's recordkeeping and reporting requirements and RTFH's community standards, including third-party due diligence after project entry. The procedures must require documentation at intake of the evidence relied upon to establish and verify homelessness and must establish the order of priority for obtaining evidence. Lack of third-party documentation should not be a barrier to project entry if the participant is otherwise eligible;
- h) Procedures to be used for verifying and documenting homelessness must:
 - (1) Incorporate HUD's definition of homeless and chronic homelessness;
 - (2) Identify the categories that apply to the project;
 - (3) Document HUD's preferred order of verification with examples of documentation for each order;
 - (4) Method for obtaining the documentation to verify each order;
 - (5) Process for verifying homelessness at intake while ensuring lack of third-party documentation is not a barrier to program entry; and

- (6) Steps taken to obtain any outstanding third-party verifications when unable to obtain prior to program enrollment.
- i) Low barrier guidelines based on Housing First principles, which will be displayed on site at all times. Programs using a scattered site model may fulfill this requirement by posting the guidelines within the administrative offices or locations where services are rendered, as applicable or within participant's rights and responsibilities documents review with and provided to participants. 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.
- j) Contraband control and confiscation policy;
- k) Critical incident reporting policies and procedures;
- l) Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design;
- m) Client grievance policies and procedures, including appeals process;
- n) Client confidentiality and privacy/consent (ROI);
- o) Progressive disciplinary and conflict resolution policy for clients and procedures for client appeals
- p) Service Agreement/Terms of Service which include reference to violations that could lead to immediate termination;
- q) 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>. VAWA encompasses instances of domestic violence, dating violence, sexual assault, stalking, and human trafficking;
- r) Biohazard waste policies and procedures;
- s) Reasonable Accommodation requests, modifications, and appeal process describing the policies and procedures for the following components of the process. Minimum expectations for this policy must include:

- (1) Requesting a Reasonable Accommodation,
 - (2) Evaluating and processing of requests,
 - (3) Informing the client of the decision,
 - (4) Appealing decisions, and
 - (5) Notifications.
- t) Notice of privacy practices to be provided to clients;
- u) Rights of Persons Served;
- v) Any policy describing how households or individuals outside of the target population are served and/or any exclusionary policies, if applicable;
- w) 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;
- x) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the program does not:
 - (1) Require a minimum level of income at entry,
 - (2) Screen out for substance use,
 - (3) Screen out for criminal record except as mandated by Federal, State, or local regulations,
 - (4) Screen out persons with history of victimization (domestic violence, assault, abuse), or
 - (5) Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
- y) 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;
- z) Mandated reporting staff training and procedures;
- aa) Educational Assurances, if applicable;
- bb) Service and emotional support animals policies and procedures;
- cc) Policy for working with volunteers in accordance with funding requirements, including how volunteers are trained on program policies and written records are maintained for all volunteer activities conducted to accomplish program services.

b. *Program Records*

1) *Recordkeeping*

- a) The Contractor shall maintain all records required by the regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, the City, U.S. Government, or other authorized agent(s), all Facility-related records, documents, and any other financial data or records for review. Such records shall include, but are not limited to:
- b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.
- c) The Contractor must maintain Facility inventory of all equipment and furniture purchased with funds awarded through this Agreement.

2) *Homeless Management Information System (HMIS)*

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

c. *Staffing and Training*

- 1) Contractor will participate in any relevant training provided by the Commission or RTFH as directed by the Commission to ensure program compliance 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.
- 2) Contractor will provide documentation of training on all mandated subjects, as set forth in Section c herein, to all program operations staff, regardless of length of service.
- 3) 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.
- 4) Contractor will require that all staff members participate in diversity and cultural competency training approved by the Commission to ensure program compliance.
- 5) 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.

6. PROGRAM OUTCOMES

- a. The Contractor agrees to enter all HUD universal data elements (UDEs) and program-specific data elements (PSDEs), as applicable, into the RTFH-approved HMIS for data collection and analytics. All Facility progress will be documented to the Commission through monthly and term-end reports in a form and format determined by the Commission in consultation with 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 performance improvement plan in a form and format determined by the Commission.
- c. In order to ensure reporting of trends, demographics and other potentially edifying information which can help the Commission and the City of San Diego tailor the City's homeless crisis response system programming, the Commission may require Contractor to conduct and/or carry out data tracking beyond the standard metrics detailed in the Scope of Work and the monthly Data Collection Tools. All such request will be made to the Contractor in writing. The Commission's staff will make every effort to ensure that Contractor is supported in its ability to perform this work.
- d. For the Agreement term, the Contractor will ensure the following primary program outputs and standards:

PERFORMANCE OUTPUTS & STANDARDS	MEASURE	STANDARD
<i>The Commission reserves the right to amend the Agreement to modify or add new performance metrics based on any revised guidance from RTFH or subject matter experts hired by the Commission to provide technical assistance.</i>		
Number of Persons Served	Persons Served	500
Data Quality	RTFH Performance Standards and Requirements for HMIS	100%
Effective Use of Community Resources	Program Participants Self-Certified as Homeless at Intake	100%
	Utilization Rate	Reporting Only
	Average Length of Use	

PERFORMANCE OUTPUTS & STANDARDS	MEASURE	STANDARD
	Number of Individuals on Program Waitlist	
	Abandoned Containers	
	Monthly New Intakes	
	Daily Check-Ins	
System Coordination	Referrals from City Departments and Community Providers	Reporting Only
	Referrals to Resources	
	Critical Incident Reports	

7. **REQUEST FOR REIMBURSEMENT (RFR)**

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

- b. If all supporting documentation is submitted properly in the RFR submittal, the Commission will attempt to process payment no later than the thirtieth (30th) day of the month in which the RFR was submitted.
- c. Any delay in the approval of monthly or year-end reporting described herein, as a result of the Contractor's lack of timely response to inquiries from the Commission, may result in delayed reimbursement.

8. INTENTIONALLY OMITTED

9. MATCH AND LEVERAGE COMMITMENTS

Projects shall provide summary documentation of any leveraged or in-kind resources used to enhance program services and operations within 30 days following the end of the Agreement term, if applicable.

10. 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 Facility or of the Facility 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.

11. 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, termination or breach, together with any and all accounts receivables attributable to the use of the compensation, as the Commission will 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.

12. CLOSE-OUTS

- a. Contractor will be responsible for completing and submitting a close-out packet to include information including, but not limited to, total number of participants housed, Facility accomplishments, participant demographics, and financial summary of award for each applicable funding source.
- b. Contractor's obligation to the Commission will not end until all close-out requirements are completed. Activities during this close-out period will include, but are not limited to:

- 1) Making final payments;
 - 2) Disposing of Facility assets (including the return of all unused materials, program income balances, and accounts receivable to the Commission); and
 - 3) Determining the custodianship of records.
 - 4) When applicable, providing summary documentation of any matched and/or leveraged commitments.
- c. Notwithstanding the foregoing, the terms of the Agreement will remain in effect during any period in which the Commission has control over funds related to this Facility.

13. 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 notifying customers/clients served by the Contractor under this Agreement to 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, Contractor and its subcontractors 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 Commission and its affiliates.

At a minimum, Contractor's and its subcontractors' staff shall wear protective face masks and practice social distancing at all times while performing services in order to minimize the potential spread of COVID-19.

For the health and safety of clients, staff, and community, Contractor's and its subcontractors' staff who are not properly equipped with the above referenced PPE, where required, will not be permitted access.

Contractor's and its subcontractors' staff 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.

14. DEFINITIONS

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

Bridge Housing	<p>Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible.</p> <p>Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>
Chronically Homeless ¹	<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>

¹ <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

Community Development Block Grant	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 Care ²	The Continuum of Care (CoC) program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
Coordinated Entry System ³	<p>The Coordinated Entry System (CES) functions throughout the San Diego region and connects men, women, and children experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless.</p> <p>The needs of homeless individuals are determined by information they provide for the Common Assessment tool, which consists of the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) and additional questions tailored to specific needs. Information from this assessment is entered into a common software system, which is utilized by CES to triage homeless San Diegans into the appropriate housing intervention.</p>
Critical Incident Report	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 program.

² <https://www.hudexchange.info/programs/coc/>

³ <http://www.rtfhsd.org/wp/wp-content/uploads/2016/12/CAHP-Policies-and-Procedures.pdf>;
<https://www.hudexchange.info/resources/documents/Coordinated-Entry-Policy-Brief.pdf>;
<https://www.hudexchange.info/resources/documents/Notice-CPD-17-01-Establishing-Additional-Requirements-or-a-Continuum-of-Care-Centralized-or-Coordinated-Assessment-System.pdf>

Diversion ⁴	A strategy used to prevent people who are experiencing a housing crisis <i>and</i> seeking shelter from entering the shelter system by providing individualized supports to help them identify their resources and options for immediate alternative housing arrangements. Referrals to services and financial resources to help people return to permanent housing should be provided when necessary.
Emergency Shelter	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Grant Match Funding/Commitments	Many public funding agencies require contractors to contribute to the overall cost of providing a program and/or services. This is done by requiring a match of funding be applied to the overall project budget. This is generally done by requiring a subrecipient to match a certain % of the overall funding award. A Match is the required resources committed to making a project fully operational. Match must be cash or in-kind, and the activities funded by match must fund eligible activities as determined by grant regulations. All funding labeled as Match must be substantiated with the proper fiscal documentation in order to count towards any match commitment.

⁴ <http://endhomelessness.org/wp-content/uploads/2011/08/creating-a-successful-diversion-program.pdf>

Homeless ⁵	<p>A person is considered homeless if he or she:</p> <ul style="list-style-type: none"> • Lacks a fixed, regular, and adequate nighttime residence; or • Has a primary nighttime residence that is a public or private place not meant for human habitation; or • Living in a publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, transitional housing, or by federal, state, and local government programs); or • An individual living in a safe haven; or • Is exiting an institution where (s)he has resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
Homeless Assistance Standards	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego. ⁶
Homeless Emergency Assistance and Rapid Transition to Housing Act ⁷	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 System ⁸	The information system designated by the Regional Task Force on the Homeless to comply with the federal HUD data standards for managing information of persons experiencing homelessness.
Housing First	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.

⁵

https://www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf

⁶ http://www.rtfhsd.org/wp-content/uploads/2017/07/Governance_Docs_Community-Standards_Final_May-2017.pdf

⁷ <https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

⁸ <https://www.hudexchange.info/programs/hmis/>; <http://www.rtfhsd.org/hmis/>

Integrated Homeless Outreach Team	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing	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. In addition, Interim Housing programs fully participate in CES and complete the VI-SPDAT (definition below) for those entering and the respective scores drive the individual or families housing plan while in the program.
Leverage Commitments	Leverage is the non-match cash, or non-match in-kind resources, committed to making a project fully operational. This includes all resources in excess of the required match as well as other resources that are used on costs that are ineligible. Leverage funds may be used for any program related costs, even if the costs are not budgeted or not eligible in the program. Leverage may be used to support any activity within the project provided by the recipient or subrecipient.
Memorandum of Understanding	A memorandum of understanding (MOU or MoU) is a formal agreement between two or more parties. Companies and organizations can use MOUs to establish official partnerships.
McKinney-Vento Act ⁹	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.

⁹ <https://www2.ed.gov/policy/elsec/leg/esea02/pg116.html>

Permanent Housing ¹⁰	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team ¹¹	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego.
San Diego Housing Commission and SDHC	When used in this document, these terms are synonymous.
U.S. Department of Housing and Urban Development	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.
U.S. Interagency Council on Homelessness	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.

¹⁰ <https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/>

¹¹ <http://www.comresearch.org/pert.php>


<p>Vulnerability Index – Service Prioritization and Decision Assistance Tool</p>	<p>The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool that can be conducted to quickly determine whether a participant has high, moderate, or low acuity. The use of this survey can help prioritize which participants should be given a full SPDAT assessment first and an initial recommendation for the most appropriate housing intervention.</p>
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DRAFT

CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE

A detailed budget as agreed to by the parties, and as may be updated from time to time by written agreement between the parties ("Detailed Budget"), is incorporated herein by this reference. To the extent revisions within the Detailed Budget exceed any spending category amount(s) contained herein, said modifications must be handled via formal amendment to the Agreement.

Contractor shall submit reimbursements and invoices in compliance with the approved Detailed Budget.

	SAN DIEGO HOUSING COMMISSION	SAN DIEGO HOUSING COMMISSION SUBRECIPIENT PROJECT BUDGET SUMMARY
Fiscal Year: 2022 Project Name: SCCI Provider Name: MHS Total Funding Amount: \$ 624,971.00		
SPENDING CATEGORIES		Total Budget (January - June 2022)
PERSONNEL EXPENSES (PE)		\$ 368,751.46
NON-PERSONNEL EXPENSES (NPE)		\$ 175,174.56
FAIC BUDGET		\$ 81,044.98
TOTAL BUDGET		\$ 624,971.00

CONTRACT ATTACHMENT NO. 4

HHAP-2 GRANT AGREEMENT

HHAP 2.0 Sub-Recipient Agreement

Between the City of San Diego

And the San Diego Housing Commission

For the Administration and Implementation of HHAP Programs

This HHAP Subrecipient Agreement ("Agreement") is made by and between the City of San Diego, a municipal corporation ("City"), and the San Diego Housing Commission, a public agency, ("Recipient") sometimes referred to each individually as a "Party" or collectively referred to as the "Parties".

Section 1

AUTHORITY, CONTACTS, AND TERM OF AGREEMENT

1. Recitals

- a. Whereas the State of California Homeless Coordinating and Financing Council ("HCFC") in the Business, Consumer Services and Housing Agency, (referred to hence forth as "Funder") has established the Homeless Housing, Assistance, and Prevention Program Round 2 ("HHAP-2" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. and the City of San Diego has been awarded funding to administer and implement the Program in the City of San Diego.
- b. Whereas the City Council has approved Resolution 313615 to accept the funding from the State of California, in which, the resolution states that the Mayor or his designee is authorized to take all necessary action to administer, monitor, and manage the HHAP-2 grant agreement, and, when required, to develop, advertise, negotiate, and award contracts to third parties to implement the HHAP-2 grant agreement.
- c. Whereas pursuant to Housing Authority Resolution HA-1569, the Recipient can accept grant funding without approval from the Housing Authority of the City of San Diego ("Housing Authority") as long as the funds support programs or activities consistent with the Recipient's mission and goals previously approved by the Housing Authority.
- d. Pursuant to several MOUs in place between the City of San Diego and the Recipient, approved by City Council and the Housing Authority of the City of San Diego, for the operation of Safe Parking, Storage Facilities, Bridge Shelters, Outreach, and Shelters and Services, the City has transferred administration and implementation of various homelessness shelters and services to the Recipient.

2. Definitions

The following HHAP-2 program terms are defined in accordance with California Health and Safety Code (HSC) Section 50216:

(a) "City" means City of San Diego.

(b) "Continuum of Care" has the same meaning as defined by the United States Department of Housing and Urban Development (HUD) at Section 578.3 of Title 24 of the Code of Federal Regulations.

(c) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019,

designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(d) "Emergency shelter" has the same meaning as defined in HSC Section 50801(e).

(e) "Expended" means all HHAP-2 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to expend the funds by the same statutory deadlines.

(f) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(g) "Homeless Management Information System" or "HMIS" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(h) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.

(i) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(j) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(k) "Recipient" means San Diego Housing Commission.

3. Term of Agreement

This Agreement is effective upon execution by all parties and approved by the San Diego City Attorney and Recipient's General Counsel. This Agreement will expire June 30, 2023 unless the term is extended through a modification of this sub-recipient agreement.

4. Contacts

The principal contact for the City of San Diego shall be the Grant Manager named as follows:

Keely Halsey
Director, Homelessness Strategies Department
City of San Diego

All formal requests and notifications required in this Agreement must be addressed to the principal contact.

5. Scope of Work

The scope of work for this project is outlined in Attachment 1- Scope of Work and Attachment 2- Budget.

6. Indemnification

To the fullest extent permitted by law, City and Recipient agree to indemnify, protect, and hold harmless one another, and their elected officials, officers, agents, representatives, employees, departments, and subcontractors from and against any and all claims, demands, actions, proceedings, liabilities, damages, costs (including reasonable attorneys' fees) or expenses for, including damage to property, the loss of use thereof, or injury or death to any person, caused by, arising out of, or related to the performance of services under this Agreement by City or Recipient, their elected officials, officers, agents, representatives, departments, subcontractors and employees. The City's and Recipient's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the other, or the other's elected officials, officers, agents, representatives, departments, subcontractors and employees.

7. Insurance

In addition to the insurance requirements set forth in Section 3 below, Recipient certifies it has obtained insurance as set forth herein: Recipient shall obtain a single limit general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) and automobile liability insurance in the minimum amount of at least Five Hundred Thousand Dollars (\$500,000.00). This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the City.

8. Special Conditions

The City reserves the right to add any special conditions to this Agreement which have been instated by the Funder that the Funder deems necessary to ensure that the goals of the Program are achieved. Unless required by HCFC or another State agency, any additional special conditions will be set forth in an amendment and signed by both parties.

9. Miscellaneous Provisions

- a. **Governing Law.** The terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of the State of California.
- b. **Jurisdiction and Venue.** The parties agree to submit to the personal jurisdiction of, and that venue shall be in, any State of California court within the City of San Diego, State of California, for any dispute, claim, or matter arising out of, or related to, this Agreement.
- c. **Counterparts.** This Agreement may be signed in multiple counterparts, which, when taken together, shall constitute a single signed original, as though all parties had signed the same Agreement.
- d. **Exhibits Incorporated.** All exhibits referenced in or attached to this Agreement are incorporated into this Agreement.
- e. **Time of Essence.** Time is of the essence of each provision of this Agreement, unless otherwise specified in this Agreement.

Section 2

BUDGET DETAIL AND FUNDING TERMS

1. Budget Detail & Changes

- a. The Budget is detailed in Attachment 1. Scope of Work and Attachment 2. Budget
- b. Any decrease or increase to the total expenditures for any eligible use identified in the Budget must otherwise be approved by the City, in writing. Failure to obtain written approval from the City as required by this section may be considered a breach of this Agreement.

2. Eligible Costs

- a. Recipient and any subrecipients of HHAP-2 funds shall comply with Housing First.
- b. HHAP-2 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.5.
- c. The City reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the HHAP-2 funds made available by this Agreement. If the Recipient or its funded subrecipients use HHAP-2 funds to pay for ineligible activities, the Recipient shall be required to reimburse these funds to the City. The Recipient shall not be required to reimburse funds under this section where the Recipient was otherwise directed by the City in writing to make expenditures.
- d. An expenditure which is not authorized by this Agreement, or by written approval of
- e. the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to City by the Recipient.
- f. The City or the Funder, at each of their sole discretion, shall make the final determination regarding the allowability of HHAP-2 fund expenditures.
- g. Program funds shall not be used to supplant existing City or Recipient funds for homeless housing, assistance, or prevention.

3. Invoicing and Payments

- a. Invoices shall be submitted on a monthly basis by the 30th day following the previous month.
- b. Invoices shall include detail associated with each expense requested and shall include details for subrecipient reimbursements made.
- c. The City shall reimburse the Recipient within 30 days upon receipt and approval of the invoice.
- d. If the City requires additional documentation or support information for an invoice, the City shall provide the request within 7 days of receipt of the invoice. If the City becomes delayed in requesting and/or reviewing additional information from the Recipient, the City will seek to expedite the payment once sufficient documentation is received and the invoice is approved.

Section 3.

GENERAL TERMS AND CONDITIONS

1) Reporting/Audits

a) Annual Reports

By December 10th, 2022, and annually on that date thereafter until all funds have been expended, the Recipient shall submit an annual report to the City in a format provided by the City. Annual Reports will include a request for data on people served with HHAP-2 funding in addition to details on specific projects selected for the use of HHAP-2 funding. If the Recipient fails to provide such documentation, the City may recapture any portion of the amount authorized by this Agreement with a 10-day written notification. Unless this Agreement is extended through modification as set forth in Section 1 above, and authorized by HCFC, no later than February 1, 2024, the Recipient shall submit a final report, in a format provided by the City, as well as a detailed explanation of all uses of the Program funds.

b) Reporting Requirements

- i) The annual report shall contain detailed information in accordance with HSC section 50222(a). This information includes the following, as well as any additional information deemed appropriate or necessary by the Funder:
 - (1) Data collection shall include information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.
 - (2) The performance monitoring and accountability framework shall include clear metrics, which may include the following:
 - (a) The number of individual exits to permanent housing, as defined by HUD, from unsheltered environments and interim housing resulting from this funding.
 - (b) Racial equity, as defined by the Funder.
 - (c) Any other metrics deemed appropriate by the Funder and developed in accordance with the HSC.
 - (3) Data collection and reporting requirements shall support the efficient and effective administration of the Program and enable the monitoring of performance and program outcomes.
- ii) The City may require additional reporting with written notice to the Recipient.

c) Auditing

City and the Funder reserve the right to perform or cause to be performed a financial audit. At City's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified

public accountant. HHAP-2 administrative funds may be used to fund this expense. Should an audit be required, the Recipient shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Recipient shall notify City of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by City to the independent auditor's working papers.
- iii) The Recipient is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Recipient must submit a detailed response acceptable to City for each audit finding within 90 days from the date of the audit finding report.

2) Inspection and Retention of Records

a) Record Inspection

The City and the Funder shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Recipient agrees to provide the City and the Funder with any relevant information requested. The Recipient agrees to give the City and the Funder, or its designees, access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Program laws, the HHAP-2 program guidance document published on the State of California BCHS website, and this Agreement.

In accordance with HSC section 50220.5(l), if upon inspection of records the City or the Funder identifies noncompliance with grant requirements, the Funder and the City retain the right to impose a corrective action plan on the Recipient.

b) Record Retention

The Recipient agrees to retain all records described in subparagraph 1.b. for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

3) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes the following events:

- i) Recipient's failure to comply with the terms or conditions of this Agreement;
- ii) Use of, or permitting the use of, HHAP-2 funds for any ineligible activities as set forth above; and

iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to City in law or equity for breach of this Agreement, City may:

- i) Bar the Recipient from receiving future HHAP funds;
- ii) Revoke any other existing HHAP-2 awards to the Recipient;
- iii) Require the return of any unexpended HHAP-2 funds disbursed under this Agreement;
- iv) Require repayment of HHAP-2 funds disbursed and expended under this Agreement;
- v) Require the immediate return to City of all funds derived from the use of HHAP-2 funds; and
- vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-2 requirements.

c) All remedies available to City are cumulative and not exclusive.

d) City may give written notice to the Recipient to cure the breach or violation within a period of not less than 15 days.

4) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of City to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Recipient of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of City to enforce these provisions.

5) Nondiscrimination

During the performance of this Agreement, Recipient and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Recipient and its subrecipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Recipient and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

6) Conflict of Interest

Recipient is subject to state and federal conflict of interest laws, including Government Code section 1090 and Public Contract Code section 10410 and 10411.

Failure to comply with these laws, including business and financial disclosure provisions, will result in this contract being declared void. Other legal action may also be taken.

- a) Employees of the Recipient: Employees of the Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

7) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Recipient hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Recipients, or subrecipients for violations, as required by Government Code section 8355(a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, Recipients, or subrecipients about all of the following:
 - i) The dangers of drug abuse in the workplace;
 - ii) Recipient's policy of maintaining a drug-free workplace;
 - iii) Any available counseling, rehabilitation, and employee assistance program; and
 - iv) Penalties that may be imposed upon employees, Recipients, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355(a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i) Will receive a copy of City's drug-free policy statement, and
 - ii) Will agree to abide by terms of Recipient's condition of employment or subcontract.

8) Child Support Compliance Act

For any Contract or Agreement in excess of \$100,000, the Recipient acknowledges in accordance with Public Contract Code 7110, that:

- a) The Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment

orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b) The Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

9) Special Conditions for Sub-Recipients

The Recipient agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Section 5 of this Agreement. The Recipient shall ensure that all subrecipients are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-2 funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Recipient and any subrecipient shall require the Recipient and its subrecipients to:
 - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Recipient or any subrecipient in performing the work or any part of it.
 - iv) Agree to include all the terms of this Agreement in each subcontract.

10) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Recipient agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-2 program, the Recipient, its subrecipients, and all eligible activities.

Recipient shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities.

Recipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Recipient shall provide copies of permits and approvals to City and the Funder upon request.

11) Inspections

- a) Recipient shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) The City and the Funder reserve the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Recipient agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

12) Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the City, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Recipient shall notify the City immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Funder, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the City and the Funder.

Section 4

SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Recipient for the deposit of HHAP-2 funds, along with any interest-bearing accounts opened by subrecipients for the deposit of HHAP-2 funds, must be used for HHAP-2-eligible activities and reported on as required by the City and the Funder.
- 2) Per HSC Section 50220.5 (g), any housing-related activities funded with HHAP-2 funds, including emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-2 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

- 3) Recipient shall utilize its local Homeless Management Information System (HMIS) to track HHAP-2-funded projects, services, and clients served. Recipient will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-2 funding (e.g., by creating appropriate HHAP-2-specific funding sources and project codes in HMIS).
- 4) Recipient shall participate in and provide data elements, including, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by HSC section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The City may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency.
- 5) Recipient shall include in their annual report and upon request from City or the Funder an update on progress towards meeting goals provided within Section 4: HHAP Round 2 Goals of the City's HHAP-2 application. Recipients will report on these goals in a manner and format provided to Recipient by the City.
- 6) Recipient agrees to accept technical assistance as directed by the City or the Funder or by a contracted technical assistance provider acting on behalf of the Funder and report to the City on programmatic changes the Recipient will make as a result of the technical assistance and in support of their grant goals.
- 7) Recipient agrees to demonstrate a commitment to racial equity and, per HSC Section 50222 (a)(2)(B), the Recipient shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
- 8) Recipient should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.



IN WITNESS WHEREOF, this Agreement is entered into by City, acting by and through its Mayor or designee, and by Agency, by and through the signature of Agency's authorized representative(s), all as set forth below.

SAND DIEGO HOUSING COMMISSION,
a public agency

DF W

DocuSigned by:

By: Jeff Davis

EE0040404B64474

Print Name: Jeff Davis

Title: Deputy Chief Executive Officer

Date: 8/24/2021

APPROVED AS TO FORM

DS
EH

CHRISTENSEN & SPATH LLP
A California limited liability partnership

DocuSigned by:

By: Charles B. Christensen

Charles B. Christensen

General Counsel

Date: 8/23/2021

CITY OF SAN DIEGO,
a California municipal corporation

By:

Print Name: Hafsa Kaka

Title: Director, Homelessness Strategies &
Solutions Department

Date: 08/16/2021

APPROVED AS TO FORM:

MARA W. ELLIOTT
City Attorney

By:

Heather Ferbert

Chief Deputy City Attorney

Date: 8/24/2021

ATTACHMENT 1:

SCOPE OF SERVICES

HHAP 2.0

1. PROJECT DESCRIPTION

HHAP-2 is designed to build on regional coordination developed through previous rounds of HCFC Homeless Emergency Aid Program (HEAP), HHAP, and COVID-19 funding. HHAP funding is housing-focused – either funding permanent housing interventions directly or, if used for shelter or street outreach, have clear pathways to connect people to permanent housing options.

2. PROJECT ACTIVITIES

Shelter: In compliance with the Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the Provision of Homeless Shelters and Services and the Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the Provision of Bridge Shelters, as applicable,, in FY22, the interim and bridge shelter programs will provide beds nightly to single adults age 18 and older experiencing homelessness in the City of San Diego, including beds dedicated to Transitional Aged Youth (TAY). The shelter programs will also provide beds nightly to families with children experiencing homelessness. Utilizing a Housing First model, the programs' objectives are to provide safe, low-barrier shelter, as well as stabilization and supportive services, to prepare persons experiencing homelessness for the most appropriate permanent or other longer-term housing solutions, with the goal of making their homeless experience brief and non-recurring. The interim and bridge shelter programs are intended to be a short-term solution; will utilize trauma-informed care, motivational interviewing, and a harm-reduction model; participants will be provided 24-hour shelter, two meals daily, and basic hygiene and laundry services.

There are approximately 700 existing interim housing/shelter beds currently funded with HEAP/HHAP funds, serving approximately 2,000 individuals annually. The City also added \additional shelter beds to serve unaccompanied youth; including Transitional Aged Youth ages 18-24 and Runaway Homeless Youth (RHY) ages 12-17 years.

Prevention and Diversion- FLEX - Shallow Subsidy Pilot Program: The Shallow Subsidy Pilot Program (SSPP) will provide housing search and placement services to move households into housing quickly, moderate-term rental subsidy and light-touch case management services for approximately 20 households. SSPP identifies households who are 55 and older, are on a fixed income and as a result of their low vulnerability level, may not be eligible for resources like rapid rehousing or permanent supportive housing. The SSPP financial assistance model removes immediate barriers to housing that are the primary reason this target population has been unable to move out of homelessness quickly and provides light-touch case management services, as needed. The Prevention and Diversion Program provide services to people who are either at risk of or newly homeless with financial assistance including rental assistance and move-in costs to stabilize people in housing or moving them into housing quickly. The program also provides case management services, as needed. The program will serve approximately 100 households.

Storage Centers: In compliance with the Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Provision of Transitional Storage Centers, the Storage Centers will provide a secure and protected space for clients to store their personal belongings on an ongoing basis and have access to their belongings during hours of operation. The program will maintain a system for intake of clients and inventory of their belongings to provide secure storage access to those belongings while they are stored at the facility(s). The storage centers will serve approximately 1,50050 individuals annually.

Safe Parking: In compliance with the Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Provision of the Safe Parking Program, the Safe Parking Program will provide a safe place for persons experiencing homelessness to park at night and sleep, while offering a variety of services. The Safe Parking Program will provide access to bathroom facilities, community resource linkages and housing search assistance. Safe Parking will provide a minimum of 200 parking spaces.

The design of each of these programs will effectively serve households experiencing homelessness in a solutions-focused environment utilizing Trauma-Informed Care, Progressive Engagement, and Motivational Interviewing practices, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

Family Reunification Program: The Family Reunification Program will reunify up to 800 persons experiencing homelessness in the City of San Diego with family or other support systems. Family Reunification Program staff will conduct street outreach to persons experiencing unsheltered homelessness in order to identify eligible program participants, make contact with support systems that participants identify in order to plan for reunification, refer participant to services to meet expressed needs, provide transportation to participants to the location of their support system, and follow up with participants after reunification to confirm their housing stability.

The design of this program will effectively serve households experiencing homelessness in a solutions-focused environment utilizing Trauma-Informed Care, Progressive Engagement, and Motivational Interviewing practices, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

LEAP: Using this funding, the Landlord Engagement and Assistance Program will serve approximately 215 households annually by increasing access to permanent housing through developing partnerships with landlords, conducting housing search and placement services, and providing one-time financial assistance to remove immediate barriers to housing such as application fees, security deposits and landlord incentives. Any individual that is experiencing homelessness and working with a housing service provider is eligible and all landlords in the City of San Diego are eligible to partner with LEAP when renting to a household experiencing homelessness.

Rapid Re-Housing: The Rapid Rehousing program will provide tenant-based rental assistance and supportive services to individuals and families experiencing homelessness, including continued funding to serve

approximately 66 higher need, Rapid Rehousing eligible households annually with Rapid Rehousing services that are currently funded with HEAP funding.

The design of each of these programs will effectively serve households experiencing homelessness in a solutions-focused environment utilizing Trauma-Informed Care, Progressive Engagement, and Motivational Interviewing practices, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

Coordinated Street Outreach: In compliance with the Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Coordinated Street Outreach Program, the coordinated outreach program will actively engage households who are experiencing homelessness through two primary functions. The primary role, conducted by the MOBILE HOMELESSNESS RESPONSE TEAM will be to strategically engage individuals prioritized on the community By Name List managed by the Regional Taskforce on the Homeless and to facilitate permanent housing placements. The secondary function conducted by the RAPID RESPONSE TEAM focuses outreach resources in identified areas with concentrations of unsheltered individuals with an emphasis on diverting individuals from the homeless response system and/or meeting basic needs, providing connections to bridge housing, emergency shelter and supportive services including connection to the Coordinated Entry System.

According to the 2019 Point in Time Count, more than 2,200 individuals were experiencing unsheltered homelessness in the City of San Diego. The program will focus efforts on engaging persons experiencing unsheltered homelessness in street based case management with a goal of ending their homelessness through permanent and longer term housing interventions.

3. PROJECT OUTCOME MEASURES

Statutory Goals by Intervention Type	FY 22/23	FY 22/24	FY 23/25	FY 24/26	FY	Total #
Permanent Supportive and Service-Enriched Housing						
Total # of individuals that <i>currently</i> need this intervention	NA	NA	NA	NA	0	NA
# of individuals expected to be served by HHAP-2	NA	NA	NA	NA	0	NA
# of individuals expected to be placed into permanent housing through HHAP-2	NA	NA	NA	NA	0	NA
Rental Assistance						
Total # of individuals that <i>currently</i> need	3273					3273

this intervention						
# of individuals to be served	1666					1666
# of individuals to be placed into permanent housing	1666					1666
Interim Housing						

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Total # of individuals that <i>currently</i> need this intervention	5440					5440
# of individuals to be served	3976					3976
# of individuals to be placed into permanent housing	994					994
Diversion and Homelessness Prevention						
Total # of individuals that <i>currently</i> need this intervention	2075					2075
# of individuals to be served	1758					1758
# of individuals to be placed into permanent housing	1000					1000
Outreach						
Total # of individuals that <i>currently</i> need this intervention	2283					2283
# of individuals to be served	1389					1398
# of individuals to be placed into permanent housing	65					65
Services						
# of individuals to be served	2702					2702
# of individuals to be placed into permanent housing	460					460

4. PROJECT RECORDS

Recipient and any subrecipients shall enter and maintain client data in a Homeless Management Information System (HMIS), or successor system. Data collection should, at a minimum, comply with the Universal Data Elements listed in the 2020 HMIS Data Standards and the City of San Diego's FY21 Operating Manual.

All Recipient and any subrecipient files pertaining to personal client information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.

In addition, Recipient must maintain project inventory of all equipment and furniture with City and State grant funds.

Project Records shall be held for a minimum of three years after the end of the award and made available to the City and Funder upon request.

5. CLOSEOUTS

Recipient shall be responsible for completing and submitting a closeout packet to include total number of clients served, program accomplishments and summary, client demographics, photographs, and financial summary of award grant for each applicable funding source, and fiscal audit reports.

Recipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

- a. Making final payments;
- b. Disposing of program assets (including the return of all unused materials, program income balances, and accounts receivable to the City); and
- c. Determining the custodianship of records.

Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Recipient has control over HHAP-2 funds, including Program income.

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ATTACHMENT 2:

BUDGET

HHAP 2.0

Project	HHAP 2.0 Project Implementation and Administration
Fiscal Year	FY 2022
Total Obligation	\$8,438,242
Term of Agreement	July 1, 2021 – December 30 th 2023

Breakdown of HHAP 2.0 Funds:

Eligible Use Category	Total
Operating Subsidies	\$ 4,320,132
Prevention & Diversion	\$ 1,500,000
Delivery of Permanent Housing	\$ 333,333
Rapid Rehousing	\$ 410,262
Street Outreach	\$ 1,500,000
Administrative	\$ 374,515
Total	\$ 8,438,242

CONTRACT ATTACHMENT NO. 5

PREVAILING WAGE NOTIFICATION

Check the option that applies:

☐

This project is utilizing **Federal Prevailing Wage MOD #, xx/xx/xxxx**. The contractor will be responsible for paying the appropriate Federal wage rate for each trade/craft.

NOTE: Federal Prevailing Wages are applicable to any of the following types of contracts greater than \$2,000:

- **Contracts**
- **Agreements**
- **Purchase Orders (not associated with a contract or agreement)**

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.

X

This project is utilizing **State Prevailing Wage 2021-1**. 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 of the following types of contracts greater than \$1,000:

- **Contracts**
- **Agreements**
- **Purchase Orders (not associated with a contract or agreement)**

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 eComply 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): _____

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SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR TRANSITIONAL STORAGE CENTER II

WITH

MENTAL HEALTH SYSTEMS, INC.

Contract No. HHI-22-23B

THIS AGREEMENT, entered into this _____ day of _____ 2021, effective January 1, 2022,

between the Commission:

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

and the Contractor:

MENTAL HEALTH SYSTEMS, INC.
9465 Farnham Street
San Diego, California 92123
(858) 573-2600

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate a Transitional Storage Center for homeless individuals to store their belongings as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

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

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

103. TIME OF PERFORMANCE

a. Initial Term

All services required pursuant to this Agreement shall commence effective January 1,

2022 through June 30, 2022.

b. Option to Extend Term

Upon approval of the Housing Authority of the City of San Diego ("Housing Authority"), the President and Chief Executive Officer of the Commission, or his or her designee, may at his/her election extend the term of the Agreement to the Contractor for two (2) additional one-year terms, by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions set forth as set forth in Section 225. Only one (1) option may be exercised at any one time during any term of the Agreement. The option to extend the Agreement may be granted by the Commission in its sole discretion and is depended upon the availability of funds and budget approval by the Housing Authority. The compensation to be paid the Contractor during any optional terms shall be the compensation set forth in Contract Attachment No. 3.

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

104. **COMPENSATION AND METHOD OF PAYMENT**

a. Rates

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

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of THREE HUNDRED SIXTY THOUSAND THREE HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$360,332.00). 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.

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.

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.

105. NOTICES

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

Signature Page to Agreement for Transitional Storage Center II with Mental Health Systems, Inc.
(Contract No. HHI-22-19):

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

CONTRACTOR:

MENTAL HEALTH SYSTEMS, INC.

By: _____

Jim Callaghan
CEO & President

Date: _____

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Jeff Davis
Deputy Chief Executive Officer

Date: _____

By: _____

Lisa Jones
Executive Vice President, Strategic Initiatives

Date: _____

By: _____

Debra Fischle-Faulk
Senior Vice President, Compliance and Equity Assurance

Date: _____

Approved as to Form:

Christensen & Spath LLP

By: _____

Charles Christensen

Date: _____

DRAFT

CONTRACT ATTACHMENT NO. 1

GENERAL PROVISIONS

201. Status of Contractor

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

202. Ownership of Materials and Documents

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

203. Non-Disclosure

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

204. Conflict of Interest

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

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

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission may terminate this Agreement with Contractor.

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

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

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

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee.

206. Insurance

(a) Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below. If nothing is checked or indicated below, the limit shall be Two Million Dollars (\$2,000,000.00):

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

(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.

207. Correction of Work

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

208. Equal Opportunity Programs

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

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

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

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

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

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

209. Cost Records

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

210. Subcontracting

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

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

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

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

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

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

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

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

211. Assignability

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

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

212. Changes

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

213. Documents and Written Reports

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

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

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

214. Termination

For lack of funding, this Agreement may be terminated by the Commission on thirty (30) days' written notice to the Contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

This Agreement may be terminated for convenience by the Commission on ninety (90) days' written notice to the Contractor, the effective date of cancellation being the 90th day of said written notice with no further action required by either party.

215. Attorneys' Fees and Costs

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

216. Entire Agreement

This Agreement represents the sole and entire agreement between the Commission and

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

217. Partial Invalidity

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

218. Contract Governed by Laws of State of California

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

219. Interest of Member of Congress

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

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

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

221. Drug-free Workplace

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

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202

of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

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

- (i) The dangers of drug abuse in the workplace.
- (ii) The Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

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

222. Plan of Operation

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

223. Labor Provisions

It is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

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

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

224. Contract Work Hours and Safety Standards Act

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

225. Extension of Contract Term

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

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

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

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

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

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

226. Intentionally omitted.

227. Conflict between Agreement and Attachments

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

(a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms

and conditions of the Agreement shall prevail; and,

(b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

228. Intentionally Omitted

229. Audit Requirements

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

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

230. Lobbying Provisions

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions;

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

(d) Further, Contractor and all subrecipients, at all times, shall certify compliance with

the provisions of 31 U.S.C. 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

231. Energy Conservation.

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

232. Disputes.

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

233. 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, 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, termination, the right to cancel the Contractor's right to proceed and to cause another contractor or the Commission to take over the duties under the terms of the contract, to sue for damages, specific performance and/or to seek an injunction, among other remedies. In determining whether there is a breach by Contractor concerning "Program and Goal Outcomes" as contained in Contract Attachment No. 2 to this Agreement, good faith efforts as reasonably determined by the Commission shall not constitute a breach. In the event of life, safety and/or general welfare of the clients of the Contractor or the general public arises, the Commission shall have the right to terminate the Contractor's right to continue to proceed with without a notice to cure. In addition, the Commission shall have the right to recoup any and all monies that may have been advanced to the Contractor and that have not been earned.

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

234. Reporting Requirements. Contractor will provide the following:

- a) Data collection shall include information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.
- b) The performance monitoring and accountability framework shall include clear metrics, which may include the following:
 - i. The number of individual exits to permanent housing, as defined by HUD, from unsheltered environments and interim housing resulting from this funding.
 - ii. Racial equity, as defined by the Commission.
 - iii. Any other metrics deemed appropriate by the Commission and developed in accordance with the Health and Safety Code (HSC).
- c) Data collection and reporting requirements shall support the efficient and effective administration of the Program and enable the monitoring of performance and program outcomes.

The Commission may require additional reporting with written notice to the Recipient.

235. Auditing. The Commission reserves the right to perform or cause to be performed a financial audit. At Commission's request, Contractor shall provide a financial audit prepared by a certified public accountant. HHAP-2 administrative funds may be used to fund this expense. Should an audit be required, Contractor shall adhere to the following conditions:

- a) The audit shall be performed by an independent certified public accountant.
- b) Contractor shall notify Commission of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Commission and City to the independent auditor's working papers.
- c) Contractor is responsible for the completion of audits.
- d) If there are audit findings, Contractor must submit a detailed response acceptable to Commission for each audit finding within 90 days from the date of the audit finding report.

236. HHAP-2 Inspection and Retention of Records. Contractor shall:

a) **Record Inspection**

The Commission, the City and the Funder shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. Contractor agrees to provide the Commission with any relevant information requested. Contractor agrees to give the Commission, the City and the Funder, or its designees, access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that

may be relevant to an investigation of compliance with the Program laws, the HHAP-2 program guidance document published on the State of California BCHS website, and this Agreement.

In accordance with HSC section 50220.5(l), if upon inspection of records the Commission, the City or the Funder identifies noncompliance with grant requirements, the Commission, Funder and the City retain the right to impose a corrective action plan on Contractor.

b) Record Retention

Contractor agrees to retain all records related to this Agreement for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

237. HHAP-2 Non-Discrimination. In addition to requirements contained in Section 208 “Equal Opportunity Programs”, Contractor shall:

During the performance of this Agreement, Contractor and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractor and its subrecipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subrecipients shall comply with the provisions of California’s laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Contractor and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

238. HHAP-2 Conflict of Interest. In addition to Section 204 “Conflict of Interest”, Contractor shall:

Contractor is subject to state and federal conflict of interest laws, including Government Code section 1090 and Public Contract Code section 10410 and 10411.

Failure to comply with these laws, including business and financial disclosure provisions, will result in this Agreement being declared void. Other legal action may also be taken.

Employees of Contractor: When applicable, employees of Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any

applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

239. HHAP-2 Drug-Free Workplace Certification. In addition to Section 221 “Drug-free Workplace”, Contractor shall:

Certification of Compliance: By signing this Agreement, Contractor hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, recipients, and/or subrecipients for violations, as required by Government Code section 8355(a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, recipients, or subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor’s policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees, recipients, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355(a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i. Will receive a copy of City’s drug-free policy statement, and
 - ii. Will agree to abide by terms of Commission’s condition of employment or subcontract.

240. Child Support Compliance Act. Contractor acknowledges in accordance with Public Contract Code 7110, that:

- a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

241. Special Conditions. Contractor shall:

- a) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
- b) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- c) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by Contractor or any subrecipient in performing the work or any part of it.

242. HHAP-2 Compliance with State and Federal Laws, Rules, Guidelines and Regulations. Contractor shall:

Contractor agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-2 program, Contractor, its subrecipients, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities.

Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Commission upon request.

243. Inspections. Contractor shall:

- a) Inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) The Commission, the City and the Funder reserve the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

244. Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Commission, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

- b) Contractor shall notify Commission immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement, the Commission, the City or the Funder, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Commission, the City and the Funder.

245. HHAP-2 Grant Agreement

Contractor agrees to abide by the terms of the HHAP-2 Grant Agreement between the State of California and the City of San Diego which is attached hereto as Contract Attachment No. 4.

DRAFT

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW AND OBJECTIVE

Contractor will operate the Transitional Storage Center 2 (“SCC2”) for individuals experiencing homelessness (“Clients”) to store their belongings.

2. PROGRAM SITE LOCATION

Contractor shall manage the SCC2 at the Lea Street Terminus, San Diego, California 92105 (“Premises”). This Agreement shall be contingent on Contractor entering into an occupancy agreement for the occupancy of the SCC2 with the City of San Diego. During the term of the Agreement, the SCC2 must be available to Clients Monday through Friday from 8:00am to 5:00pm, Saturday and Sunday from 8:00am to 11:00am. Hours of operation must be posted at the entrance to the Premises. The hours of operation are subject to change at the sole discretion of the Commission, and as based upon Client need. Contractor will be compensated accordingly for any changes in hours of operation.

3. PROGRAM DESCRIPTION

The purpose of this facility is to have secure, protected space for Clients in the City of San Diego (“City”) to store their personal belongings on an ongoing basis, and have access to their belongings during hours of operation. Each Client of the SCC2 will have access to one storage container free of charge.

Contractor will provide Clients with access to their belongings in a staging area under supervision. SCC2 staff will need to develop a system for intake of Clients and inventory of their belongings to provide secure storage and access to those belongings while they are stored at the SCC2.

Contractor is responsible for administering up to 500 lockable large rolling storage containers located on the floor. Contractor is responsible for the safety and security of the storage containers and the contents thereof. Contractor uses appropriate protocol and procedures for placement and retrieval of client belongings. The Commission reserves the right to retain all items purchased under the Agreement including, but not limited to, lockable storage containers, at the conclusion of the SCC2’s operations.

Operation also requires reporting of basic outcomes: number of daily use by Clients, total number of people served, and number and percent of storage containers used.

It is not anticipated that any work performed under this Agreement will trigger prevailing wage

requirements. References herein to the performance of maintenance and repair services are not indicative of such services being actual deliverables. Any unanticipated work that would require the payment of prevailing wages shall be the subject of a separate agreement and shall be subject to the payment of accurate prevailing wage rates and all required state and/or federal labor laws.

4. PROGRAM SERVICES

a. Target population

The SCC2's target population consists of individuals and families experiencing homelessness residing in the City.

b. Program Eligibility

- 1) Each Client shall be Homeless as defined by the U.S. Department of Housing and Urban Development (HUD). All Clients self-certify as homeless as part of the intake process
- 2) The following criteria may not be used to determine usage of the storage center service:
 - a) Access may not be denied to those expressing signs of inebriation, drug use or mental health issues, as long as the behaviors/actions do not pose a danger or threat to the Client themselves or others;
 - b) Requirements to take medication if the participant has a mental illness;
 - c) Participation in religious services or activities;
 - d) Participation in drug treatment services (including NA/AA);
 - e) Payment or ability to pay;
 - f) Identification.

c. Program Components

Contractor shall:

- 1) Provide storage to Clients and limit that storage to no more than one storage container per Client at any one time.
- 2) Provide a service delivery system that effectively serves the target population in a safe, secure, and welcoming Client-centric environment.
- 3) Maintain an inventory system which tracks the location of stored items in such manner that enables accurate retrieval as requested.
- 4) Make efforts to ensure Clients do not queue, litter or loiter within a one-block radius of the SCC2. Contractor will report all suspected criminal activity to law enforcement and notify City's Environmental Services Department (ESD) to mitigate related issues.
- 5) Enter and maintain basic intake data into the regional Homeless Management Information System (HMIS), in accordance with the Regional Task Force on the Homeless (RTFH) data standards. [<http://www.rtfhsd.org/hmis/>].

- 6) Provide presence, visibility, and assistance to individuals who are experiencing homelessness in the vicinity of the SCC2.
- 7) Employ a strategy of proactive engagement of Clients within the community to place belongings in storage as an alternative to in the public right of way or on private property.
- 8) Further, work with City departments and community service agencies to:
 - a) Provide Clients basic information on locations where Clients can gain access to other homeless services.
 - b) Provide a point of contact representative who shall coordinate security and accessibility issues with the SDPD, the Commission, the City, and the community.
 - c) Ensure regular exterior clean-up of the Premises by ESD.
- 9) Conduct intake, review the Rules and Regulations and Terms of Service of the SCC2 with Clients; Rules and Regulations and Terms of Service may be developed by the Contractor as reasonably necessary to ensure operational effectiveness, but shall include the minimum standards contained herein and shall be subject to review and approval by the Commission.
- 10) Require Clients to sign an agreement acknowledging compliance with the Terms of Service set forth herein, and certifying they are not in violation of those requirements.
- 11) At every check in/check out, require Clients to sign an agreement acknowledging compliance with the Terms of Service set forth herein, and certifying they are not in violation of those requirements
- 12) Create a “Terms of Service” to include the following at minimum:
 - a) One locking storage container per person
 - b) Storage containers are assigned to individuals only; no joint ownership permitted
 - c) An assigned container may only be accessed by the Client it is assigned to
 - d) Only SCC2 staff or authorized volunteers may retrieve storage containers from storage area
 - e) Storage containers may not contain the following items:
 - (1) Food or beverages
 - (2) Perishables
 - (3) Alcohol, drugs, or drug paraphernalia
 - (4) Medication
 - (5) Weapons
 - (6) Hazardous, combustible, or chemical materials
 - (7) Animals or living things
 - (8) Items showing signs of infestation
 - (9) Any illegal items, including stolen items, contraband, or any item that is not legally in the Client’s possession
- (10) Shopping carts, bicycles, carts, or other wheeled devices, except privately owned shopping carts which fit in the storage container

- 13) All property must fit securely within the storage container and lids must be able to close.
- 14) Contractor shall inform Clients of the inactive bin policy. After 90 days the Client's possessions will be considered abandoned and the Contractor will discard them at that time.
- 15) A release of liability for damage to items stored at the SCC2, not including damage from the Commission's or City's sole negligence or willful misconduct, as approved by the Commission along with a warning that Clients should not store valuable items at the SCC2.
- 16) The Premises shall maintain a list of rules and regulations on site, including but not limited to the following:
 - a) Prohibiting anyone from engaging in the below conduct, any violation of these rules will result in the loss of storage privileges:
 - 1) Commercial activity
 - 2) Recreational activity
 - 3) Watching television
 - 4) Religious activity
 - 5) Distributing food or water
 - 6) Making loud noises
 - b) No smoking or drinking alcohol or illegal drug use allowed on the Premises;
 - c) No unruly or threatening behavior allowed on the Premises;
 - d) No urinating, defecating, or spitting allowed on the Premises; and
 - e) Violation of Terms of Service may result in loss of access to the SCC2.
 - f) Only Clients and SCC2 Staff are allowed to be on the Premises. Clients are only allowed to conduct storage-related business on the Premises. Once such business is completed, Clients must leave the Premises. Loitering shall be prohibited.
 - g) Clients will be allowed to use the restroom during hours of operation upon their request.
 - h) No animals or pets of any kind are allowed on the Premises, except for service, signal, or trained guide dogs are otherwise allowed in public places under California state law.
- 17) Contractor shall collect Client satisfaction data and report quarterly to the Commission. Include summarizing of method of data collection during the reporting period, the assessment of the data, and how the findings were incorporated into service delivery and program design
- 18) Contractor shall notify the project's designated Commission contract administrator of any key Contractor staff changes impacting the administration of the program.
- 19) Contractor shall comply, and require its subcontractors to comply, with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities in any federally assisted program. The Commission shall provide Contractor with any guidelines necessary for compliance with that portion of the regulations applicable during the terms of this Agreement.

d. Community Engagement

- 1) Maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Premises, 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) Provide opportunities for electronic and/or written community feedback; and
 - d) Demonstrate community input has been reviewed and incorporated into operations plan, as appropriate.
- 2) Contractor must provide quarterly reporting to the Commission on community engagement efforts, as described in Contractor's Community Engagement/Good Neighbor Plan.
- 3) Ensure all elements of the "Good Neighbor Obligations" are included in Contractor's Community Engagement/Good Neighbor Plan and implemented effectively, including, but not limited to:
 - a) Conduct homeless outreach in the surrounding community;
 - b) Take measures to prevent Client queuing and loitering;
 - c) Prevent litter, debris, and graffiti on the Premises;
 - d) Notify City's Environmental Services Department to mitigate related issues;
 - e) Zero tolerance enforcement for alcohol or illegal or recreational drug use on site;
 - f) Report criminal activity to law enforcement.
- 4) Attend meetings with community and other respective neighborhood groups, as directed by Commission.

e. Security and Site Control

Contractor will:

- 1) Maintain a secure and healthful environment for delivery of all services.
 - a) Includes minor equipment purchases related to the ongoing care and security of the premises such as a bed bug zapper, heating system, keyed master locks, security camera system, and medical waste disposal for sharp objects.
- 2) Provide for:
 - a) Operating supplies;
 - b) Site control;
 - c) Prompt attention to:
 - (1) Minor repairs and maintenance for the SCC2 including, but not limited to, alarm/security equipment, fire inspection, pest control, replacement of bin locks, and other repairs required for the safe operation of the program at the Premises; and

- (2) Equipment repairs/maintenance encompassing fire extinguisher maintenance, the cost of a maintenance contract for the copier, monitoring of internet firewall, and the repair of other equipment not covered by maintenance agreements such as computers, printers, and telephones.
- d) Utilities;
- e) Janitorial services; and
- f) Waste removal and disposal.
- 3) Provide secure entry/exit for Clients and others to be monitored by staff.
- 4) Maintain a written drug and alcohol-free policy for staff that is posted/displayed at the Premises at all times; the written policy shall include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol.
- 5) Maintain the SCC2, at all times, in an orderly and vermin-free condition.
- 6) The Premises is to be used as a storage facility only. Operation of the storage facility shall not create any conditions that amount to a public nuisance and shall not be detrimental to the residential neighborhood by causing increased noise, traffic, lighting, odor, or by violating any applicable ordinance or laws.

City will:

Per the terms of the Storage Memorandum of Understanding (Storage MOU) between the Commission and the City, City is responsible for managing the contracts for the office trailer, portable restroom, handwashing station, and security services.

f. *Emergency Preparedness*

Contractor will maintain an emergency preparedness plan, and provide a copy of the plan to the Commission within 60 days of Agreement effective date. Contractor must review the plan at the midpoint of the term of the Agreement, and at the midpoint of the term of each option year thereafter if exercised by the Commission in the Commission's sole discretion, and provide a revised plan within 15 calendar days of implementing revisions of the plan. 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;
 - i) Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations; and
 - j) Hazardous Substance/Biohazard Procedure.
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.
8. Annual training on the emergency preparedness plan for all staff working at the program site.

g. System Coordination

1) Coordinated Entry System (CES)

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

- a) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all SCC2 Clients, **when appropriate** and as established by RTFH; and
- b) Participation in housing navigation, case conferencing, or other integral components of CES, **when appropriate** and as established by RTFH.

2) Youth Homeless Demonstration Program (YHDP)

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

3) *2-1-1 San Diego*

Contractor must list the SCC2 along with relevant SCC2 details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, Contractor must have updated and/or approved the SCC2 service listing in the 2-1-1 San Diego database within the past 12-months. To verify the SCC2 is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

4) *Community Information Exchange (CIE)*

Contractor must participate in and utilize the 2-1-1 database, CIE, to the maximum extent possible that aligns with the SCC2'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 SCC2; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

5. PROGRAM STANDARDS AND PERFORMANCE MONITORING

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

a. Compliance, Performance Monitoring, and Improvement Activities

- 1) Contractor must actively participate in compliance and performance monitoring and improvement activities, including semi-annual facility inspections of City-owned or leased facilities, required by the Commission.
- 2) Contractor will attend and contribute to compliance meetings or trainings (sharing Contractor's expertise and learning from others), and partner with the Commission in a collaborative improvement process by identifying and implementing improvements.
- 3) Contractor is responsible for all aspects of care, maintenance, inspections, and oversight of the program site to ensure that the SCC2 is operated in safe condition. 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. Contractor acknowledges that Commission does not perform repetitive and frequent inspections of the program site, and Commission relies on Contractor to alert it immediately to any and all conditions found at the program site that, in any way, adversely affect the life and safety of the inhabitants of the program site and/or the condition of the program site. Contractor shall indemnify and defend, with counsel of Commission's choosing, for all claims, liability, expenses, actions, causes of action, fines, and complaints of any and all types and kinds, related to the safety of inhabitants of the program site and the

condition of the program site. Nothing herein shall make Commission liable for the care or maintenance of the program site.

- 4) Commission staff involved in monitoring and/or administering the Agreement, and providing guidance or technical support to the Contractor, may visit the program site from time to time. Generally, these visits will be prescheduled but that may not always be possible.
- 5) Contractor shall submit personnel policies and procedures or employee handbook.
- 6) Contractor shall submit complete policies and procedures to the Commission for review as set forth herein within 60 calendar days of Agreement effective date. Contractor must submit current policies and procedures to the Commission at any time during the term of this Agreement within 15 calendar days of request by the Commission. Contractor is expected to review their policies and procedures. The Commission will conduct review of policies and procedures at the start of the initial term of the Agreement, and for all minimum components identified below and will provide technical assistance and collaborate for ongoing improvement and modifications based on client feedback, outcomes, and best practices. Any changes to the policies and procedures shall be submitted to the Commission for review. The Commission reserves the right to request changes to program policies and procedures throughout the term of the Agreement. Policies and procedures submitted must be organized and include a table of contents outlining all content including forms and other appendices. 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, and reflecting cultural competency best practices, and including plans for how internal and external resources and partnerships will be utilized to maximize services provided to clients;
 - b. Record management/retention;
 - c. Provision of program activities to participants with language or accessibility requirements;
 - d. Required trainings will be conducted including Cultural Competency and fair housing training, if applicable. Staff are expected to apply training in service delivery, engagements and communications with clients;
 - e. Service description and delivery method for the following:
 - (1) Diversion
 - (2) Intake process and eligibility criteria
 - (3) Housing location and system navigation; and
 - (4) Case management including assessment, development of housing plan, case note documentation, issuance of RTFH-approved triage tool for all program clients, when needed and appropriate.
 - f. Program exit procedures (voluntary exit by Client)/termination policies;

- g. Procedure for verifying and documenting homelessness that is compliant with HUD's recordkeeping and reporting requirements and RTFH's community standards, including third-party due diligence after project entry. The procedures must require documentation at intake of the evidence relied upon to establish and verify homelessness and must establish the order of priority for obtaining evidence. Lack of third-party documentation should not be a barrier to project entry if the participant is otherwise eligible;
- h. Procedures to be used for verifying and documenting homelessness must:
 - (1) Incorporate HUD's definition of homeless and chronic homelessness;
 - (2) Identify the categories that apply to the project;
 - (3) Document HUD's preferred order of verification with examples of documentation for each order;
 - (4) Method for obtaining the documentation to verify each order;
 - (5) Process for verifying homelessness at intake while ensuring lack of third-party documentation is not a barrier to program entry; and
 - (6) Steps taken to obtain any outstanding third-party verifications when unable to obtain prior to program enrollment.
- i. Low barrier guidelines based on Housing First principles, which will be displayed on site at all times. Programs using a scattered site model may fulfill this requirement by posting the guidelines within the administrative offices or locations where services are rendered, as applicable or within participant's rights and responsibilities documents review with and provided to participants. 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.
- j. Contraband control and confiscation policy;
- k. Critical incident reporting policies and procedures;
- l. Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design;
- m. Client grievance policies and procedures, including appeals process;
- n. Client confidentiality and privacy/consent (ROI);
- o. Progressive disciplinary and conflict resolution policy for clients and procedures for client appeals

- p. Service Agreement/Terms of Service which include reference to violations that could lead to immediate termination;
- q. 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>. VAWA encompasses instances of domestic violence, dating violence, sexual assault, stalking, and human trafficking;
- r. Biohazard waste policies and procedures;
- s. Reasonable Accommodation requests, modifications, and appeal process describing the policies and procedures for the following components of the process. Minimum expectations for this policy must include:
 - (1) Requesting a Reasonable Accommodation,
 - (2) Evaluating and processing of requests,
 - (3) Informing the client of the decision,
 - (4) Appealing decisions, and
 - (5) Notifications.
- t. Notice of privacy practices to be provided to clients;
- u. Rights of Persons Served;
- v. Any policy describing how households or individuals outside of the target population are served and/or any exclusionary policies, if applicable;
- w. 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;
- x. The policies must align with RTFH community standards, as they apply to the program, and demonstrate the program does not:
 - (1) Require a minimum level of income at entry,
 - (2) Screen out for substance use,
 - (3) Screen out for criminal record except as mandated by Federal, State, or local regulations,
 - (4) Screen out persons with history of victimization (domestic violence, assault, abuse), or
 - (5) Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
- y. 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;

- z. Mandated reporting staff training and procedures;
- aa. Educational Assurances, if applicable;
- bb. Service and emotional support animals policies and procedures.
- cc. Policy for working with volunteers in accordance with funding requirements, including how volunteers are trained on program policies and written records are maintained for all volunteer activities conducted to accomplish program services.

b. Program Records

1) Recordkeeping

- a) The Contractor shall maintain all records required by the regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, the City, U.S. Government, or other authorized agent(s), all facility-related records, documents, and any other financial data or records for review. Such records shall include, but are not limited to:
- b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.
- c) The Contractor must maintain facility inventory of all equipment and furniture purchased with funds awarded through this Agreement.

2) Homeless Management Information System (HMIS)

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

c. Staffing and Training

- 1) Contractor will participate in any relevant training provided by the Commission or RTFH as directed by the Commission to ensure program compliance 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.
- 2) Contractor will provide documentation of training on all mandated subjects, as set forth in Section c herein, to all program operations staff, regardless of length of service.
- 3) 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.

- 4) Contractor will require that all staff members participate in diversity and cultural competency training approved by the Commission to ensure program compliance.
- 5) 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.

6. PROGRAM OUTCOMES

- a. The Contractor agrees to enter all HUD universal data elements (UDEs) and program-specific data elements (PSDEs), as applicable, into the RTFH-approved HMIS for data collection and analytics. All facility progress will be documented to the Commission through monthly and term-end reports in a form and format determined by the Commission in consultation with 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 performance improvement plan in a form and format determined by the Commission.
- c. In order to ensure reporting of trends, demographics and other potentially edifying information which can help the Commission and the City of San Diego tailor the City's homeless crisis response system programming, the Commission may require Contractor to conduct and/or carry out data tracking beyond the standard metrics detailed in the Scope of Work and the monthly Data Collection Tools. All such request will be made to the Contractor in writing. The Commission's staff will make every effort to ensure that Contractor is supported in its ability to perform this work.
- d. For the Agreement term, the Contractor will ensure the following primary program outputs and standards:

PERFORMANCE OUTPUTS & STANDARDS	MEASURE	STANDARD
<i>The Commission reserves the right to amend the Agreement to modify or add new performance metrics based on any revised guidance from RTFH or subject matter experts hired by the Commission to provide technical assistance.</i>		
Number of Persons Served	Persons Served	500
Data Quality	RTFH Performance Standards and Requirements for HMIS	100%
Effective Use of Community	Program Participants Self-Certified as Homeless at Intake	100%

Resources	Utilization Rate	Reporting Only
	Average Length of Use	
	Number of Individuals on Program Waitlist	
	Abandoned Containers	
	Monthly New Intakes	
	Daily Check-Ins	
System Coordination	Referrals from City Departments and Community Providers	Reporting Only
	Referrals to Resources	
	Critical Incident Reports	

7. REQUEST FOR REIMBURSEMENT (RFR)

a. Contractor must complete monthly RFR submittals, including all required supporting documentation, in a form and format determined by the Commission and/or the City, no later than the 15th day of the month after each reporting period, irrespective of the day of the week when the 15th falls.

1) Contractor is subject to all supporting documentation requirements described in the City's Economic Development Department Operating Manual in effect during the Agreement term. Supporting documentation includes, but is not limited to: legible copies of all pages of invoices and receipts; copies of dated timesheets, approved by the employee; copies of payroll service documents; proof of payment with the check number listed on the bank statement, a copy of the canceled check, or a proof of electronic fund transfer.

2) Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.

3) If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.

b. If all supporting documentation is submitted properly in the RFR submittal, the Commission will attempt to process payment no later than the thirtieth (30th) day of the month in which the RFR was submitted.

c. Any delay in the approval of monthly or year-end reporting described herein, as a result of the Contractor's lack of timely response to inquiries from the Commission, may result in delayed reimbursement.

8. INTENTIONALLY OMITTED

9. MATCH AND LEVERAGE COMMITMENTS

Projects shall provide summary documentation of any leveraged or in-kind resources used to enhance program services and operations within 30 days following the end of the Agreement term, if applicable.

10. 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 Premises or of the Premises 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.

11. 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, termination or breach, together with any and all accounts receivables attributable to the use of the compensation, as the Commission will 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.

12. CLOSE-OUTS

- a. Contractor will be responsible for completing and submitting a close-out packet to include information including, but not limited to, total number of participants housed, facility accomplishments, participant demographics, and financial summary of award for each applicable funding source.
- b. Contractor's obligation to the Commission will not end until all close-out requirements are completed. Activities during this close-out period will include, but are not limited to:
 - 1) Making final payments;
 - 2) Disposing of facility assets (including the return of all unused materials, program income balances, and accounts receivable to the Commission); and
 - 3) Determining the custodianship of records.
 - 4) When applicable, providing summary documentation of any matched and/or leveraged commitments.
- c. Notwithstanding the foregoing, the terms of the Agreement will remain in effect during any period in which the Commission has control over funds related to this facility.

13. 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 notifying customers/clients served by the Contractor under this Agreement to 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, Contractor and its subcontractors 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 Commission and its affiliates.

At a minimum, Contractor's and its subcontractors' staff shall wear protective face masks and practice social distancing at all times while performing services in order to minimize the potential spread of COVID-19.

For the health and safety of clients, staff, and community, Contractor's and its subcontractors' staff who are not properly equipped with the above referenced PPE, where required, will not be permitted access.

Contractor's and its subcontractors' staff 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.

14. **DEFINITIONS**

TERM	DEFINITION
2-1-1 San Diego	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing	<p>Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible.</p> <p>Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>
Chronically Homeless ¹	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.

¹ <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

	<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 Grant	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 Care ²	The Continuum of Care (CoC) program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
Coordinated Entry System ³	The Coordinated Entry System (CES) functions throughout the San Diego region and connects men, women, and children experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless.

² <https://www.hudexchange.info/programs/coc/>

³ <http://www.rtfhsd.org/wp/wp-content/uploads/2016/12/CAHP-Policies-and-Procedures.pdf>;
<https://www.hudexchange.info/resources/documents/Coordinated-Entry-Policy-Brief.pdf>;
<https://www.hudexchange.info/resources/documents/Notice-CPD-17-01-Establishing->

	<p>The needs of homeless individuals are determined by information they provide for the Common Assessment tool, which consists of the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) and additional questions tailored to specific needs. Information from this assessment is entered into a common software system, which is utilized by CES to triage homeless San Diegans into the appropriate housing intervention.</p>
Critical Incident Report	<p>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 program.</p>
Diversion ⁴	<p>A strategy used to prevent people who are experiencing a housing crisis <i>and</i> seeking shelter from entering the shelter system by providing individualized supports to help them identify their resources and options for immediate alternative housing arrangements. Referrals to services and financial resources to help people return to permanent housing should be provided when necessary.</p>
Emergency Shelter	<p>Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.</p>
Grant Match Funding/Commitments	<p>Many public funding agencies require contractors to contribute to the overall cost of providing a program and/or services. This is done by requiring a match of funding be applied to the overall project budget. This is generally done by requiring a subrecipient to match a certain % of the overall funding award. A Match is the required resources committed to making a project fully operational. Match must be cash or in-kind, and the activities funded by match must fund eligible activities as determined by grant regulations. All funding</p>

[Additional-Requirements-or-a-Continuum-of-Care-Centralized-or-Coordinated-Assessment-System.pdf](#)

⁴ <http://endhomelessness.org/wp-content/uploads/2011/08/creating-a-successful-diversion-program.pdf>

	labeled as Match must be substantiated with the proper fiscal documentation in order to count towards any match commitment.
Homeless ⁵	<p>A person is considered homeless if he or she:</p> <ul style="list-style-type: none"> • Lacks a fixed, regular, and adequate nighttime residence; or • Has a primary nighttime residence that is a public or private place not meant for human habitation; or • Living in a publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, transitional housing, or by federal, state, and local government programs); or • An individual living in a safe haven; or • Is exiting an institution where (s)he has resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
Homeless Assistance Standards	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego. ⁶
Homeless Emergency Assistance and Rapid Transition to Housing Act ⁷	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 System ⁸	The information system designated by the Regional Task Force on the Homeless to comply with the federal HUD data standards for managing information of persons experiencing homelessness.

⁵

https://www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf

⁶ http://www.rtfhsd.org/wp-content/uploads/2017/07/Governance_Docs_Community-Standards_Final_May-2017.pdf

⁷ <https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

⁸ <https://www.hudexchange.info/programs/hmis/>; <http://www.rtfhsd.org/hmis/>

Housing First	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 Team	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing	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. In addition, Interim Housing programs fully participate in CES and complete the VI-SPDAT (definition below) for those entering and the respective scores drive the individual or families housing plan while in the program.
Leverage Commitments	Leverage is the non-match cash, or non-match in-kind resources, committed to making a project fully operational. This includes all resources in excess of the required match as well as other resources that are used on costs that are ineligible. Leverage funds may be used for any program related costs, even if the costs are not budgeted or not eligible in the program. Leverage may be used to support any activity within the project provided by the recipient or subrecipient.
Memorandum of Understanding	A memorandum of understanding (MOU or MoU) is a formal agreement between two or more parties. Companies and organizations can use MOUs to establish official partnerships.
McKinney-Vento Act ⁹	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.

⁹ <https://www2.ed.gov/policy/elsec/leg/esea02/pg116.html>

Permanent Housing ¹⁰	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team ¹¹	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego.
San Diego Housing Commission and SDHC	When used in this document, these terms are synonymous.
U.S. Department of Housing and Urban Development	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.
U.S. Interagency Council on Homelessness	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.

¹⁰ <https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/>

¹¹ <http://www.comresearch.org/pert.php>


Vulnerability Index – Service Prioritization and Decision Assistance Tool	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool that can be conducted to quickly determine whether a participant has high, moderate, or low acuity. The use of this survey can help prioritize which participants should be given a full SPDAT assessment first and an initial recommendation for the most appropriate housing intervention.
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CONTRACT ATTACHMENT NO. 3 COMPENSATION SCHEDULE

A detailed budget as agreed to by the parties, and as may be updated from time to time by written agreement between the parties ("Detailed Budget"), is incorporated herein by this reference. To the extent revisions within the Detailed Budget exceed any spending category amount(s) contained herein, said modifications must be handled via formal amendment to the Agreement.

Contractor shall submit reimbursements and invoices in compliance with the approved Detailed Budget.

	SAN DIEGO HOUSING COMMISSION	SAN DIEGO HOUSING COMMISSION SUBRECIPIENT PROJECT BUDGET SUMMARY
Fiscal Year: 2022		
Project Name: SCCII		
Provider Name: MHS		
Total Funding Amount: \$ 360,332.00		
SPENDING CATEGORIES		Total Budget (January - June 2022)
PERSONNEL EXPENSES (PE)		\$ 267,129.00
NON-PERSONNEL EXPENSES (NPE)		\$ 46,476.00
FAIC BUDGET		\$ 46,727.00
TOTAL BUDGET		\$ 360,332.00

CONTRACT ATTACHMENT NO. 4

HHAP-2 GRANT AGREEMENT

HHAP 2.0 Sub-Recipient Agreement

Between the City of San Diego

And the San Diego Housing Commission

For the Administration and Implementation of HHAP Programs

This HHAP Subrecipient Agreement ("Agreement") is made by and between the City of San Diego, a municipal corporation ("City"), and the San Diego Housing Commission, a public agency, ("Recipient") sometimes referred to each individually as a "Party" or collectively referred to as the "Parties".

Section 1

AUTHORITY, CONTACTS, AND TERM OF AGREEMENT

1. Recitals

- a. Whereas the State of California Homeless Coordinating and Financing Council ("HCFC") in the Business, Consumer Services and Housing Agency, (referred to hence forth as "Funder") has established the Homeless Housing, Assistance, and Prevention Program Round 2 ("HHAP-2" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. and the City of San Diego has been awarded funding to administer and implement the Program in the City of San Diego.
- b. Whereas the City Council has approved Resolution 313615 to accept the funding from the State of California, in which, the resolution states that the Mayor or his designee is authorized to take all necessary action to administer, monitor, and manage the HHAP-2 grant agreement, and, when required, to develop, advertise, negotiate, and award contracts to third parties to implement the HHAP-2 grant agreement.
- c. Whereas pursuant to Housing Authority Resolution HA-1569, the Recipient can accept grant funding without approval from the Housing Authority of the City of San Diego ("Housing Authority") as long as the funds support programs or activities consistent with the Recipient's mission and goals previously approved by the Housing Authority.
- d. Pursuant to several MOUs in place between the City of San Diego and the Recipient, approved by City Council and the Housing Authority of the City of San Diego, for the operation of Safe Parking, Storage Facilities, Bridge Shelters, Outreach, and Shelters and Services, the City has transferred administration and implementation of various homelessness shelters and services to the Recipient.

2. Definitions

The following HHAP-2 program terms are defined in accordance with California Health and Safety Code (HSC) Section 50216:

(a) "City" means City of San Diego.

(b) "Continuum of Care" has the same meaning as defined by the United States Department of Housing and Urban Development (HUD) at Section 578.3 of Title 24 of the Code of Federal Regulations.

(c) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019,

designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(d) "Emergency shelter" has the same meaning as defined in HSC Section 50801(e).

(e) "Expended" means all HHAP-2 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to expend the funds by the same statutory deadlines.

(f) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(g) "Homeless Management Information System" or "HMIS" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(h) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.

(i) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(j) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(k) "Recipient" means San Diego Housing Commission.

3. Term of Agreement

This Agreement is effective upon execution by all parties and approved by the San Diego City Attorney and Recipient's General Counsel. This Agreement will expire June 30, 2023 unless the term is extended through a modification of this sub-recipient agreement.

4. Contacts

The principal contact for the City of San Diego shall be the Grant Manager named as follows:

Keely Halsey
Director, Homelessness Strategies Department
City of San Diego

All formal requests and notifications required in this Agreement must be addressed to the principal contact.

5. Scope of Work

The scope of work for this project is outlined in Attachment 1- Scope of Work and Attachment 2- Budget.

6. Indemnification

To the fullest extent permitted by law, City and Recipient agree to indemnify, protect, and hold harmless one another, and their elected officials, officers, agents, representatives, employees, departments, and subcontractors from and against any and all claims, demands, actions, proceedings, liabilities, damages, costs (including reasonable attorneys' fees) or expenses for, including damage to property, the loss of use thereof, or injury or death to any person, caused by, arising out of, or related to the performance of services under this Agreement by City or Recipient, their elected officials, officers, agents, representatives, departments, subcontractors and employees. The City's and Recipient's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the other, or the other's elected officials, officers, agents, representatives, departments, subcontractors and employees.

7. Insurance

In addition to the insurance requirements set forth in Section 3 below, Recipient certifies it has obtained insurance as set forth herein: Recipient shall obtain a single limit general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) and automobile liability insurance in the minimum amount of at least Five Hundred Thousand Dollars (\$500,000.00). This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the City.

8. Special Conditions

The City reserves the right to add any special conditions to this Agreement which have been instated by the Funder that the Funder deems necessary to ensure that the goals of the Program are achieved. Unless required by HCFC or another State agency, any additional special conditions will be set forth in an amendment and signed by both parties.

9. Miscellaneous Provisions

- a. **Governing Law.** The terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of the State of California.
- b. **Jurisdiction and Venue.** The parties agree to submit to the personal jurisdiction of, and that venue shall be in, any State of California court within the City of San Diego, State of California, for any dispute, claim, or matter arising out of, or related to, this Agreement.
- c. **Counterparts.** This Agreement may be signed in multiple counterparts, which, when taken together, shall constitute a single signed original, as though all parties had signed the same Agreement.
- d. **Exhibits Incorporated.** All exhibits referenced in or attached to this Agreement are incorporated into this Agreement.
- e. **Time of Essence.** Time is of the essence of each provision of this Agreement, unless otherwise specified in this Agreement.

Section 2

BUDGET DETAIL AND FUNDING TERMS

1. Budget Detail & Changes

- a. The Budget is detailed in Attachment 1. Scope of Work and Attachment 2. Budget
- b. Any decrease or increase to the total expenditures for any eligible use identified in the Budget must otherwise be approved by the City, in writing. plan. Failure to obtain written approval from the City as required by this section may be considered a breach of this Agreement.

2. Eligible Costs

- a. Recipient and any subrecipients of HHAP-2 funds shall comply with Housing First.
- b. HHAP-2 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.5.
- c. The City reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the HHAP-2 funds made available by this Agreement. If the Recipient or its funded subrecipients use HHAP-2 funds to pay for ineligible activities, the Recipient shall be required to reimburse these funds to the City. The Recipient shall not be required to reimburse funds under this section where the Recipient was otherwise directed by the City in writing to make expenditures.
- d. An expenditure which is not authorized by this Agreement, or by written approval of
- e. the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to City by the Recipient.
- f. The City or the Funder, at each of their sole discretion, shall make the final determination regarding the allowability of HHAP-2 fund expenditures.
- g. Program funds shall not be used to supplant existing City or Recipient funds for homeless housing, assistance, or prevention.

3. Invoicing and Payments

- a. Invoices shall be submitted on a monthly basis by the 30th day following the previous month.
- b. Invoices shall include detail associated with each expense requested and shall include details for subrecipient reimbursements made.
- c. The City shall reimburse the Recipient within 30 days upon receipt and approval of the invoice.
- d. If the City requires additional documentation or support information for an invoice, the City shall provide the request within 7 days of receipt of the invoice. If the City becomes delayed in requesting and or reviewing additional information from the Recipient, the City will seek to expedite the payment once sufficient documentation is received and the invoice is approved.

Section 3.

GENERAL TERMS AND CONDITIONS

1) Reporting/Audits

a) **Annual Reports**

By December 10th, 2022, and annually on that date thereafter until all funds have been expended, the Recipient shall submit an annual report to the City in a format provided by the City. Annual Reports will include a request for data on people served with HHAP-2 funding in addition to details on specific projects selected for the use of HHAP-2 funding. If the Recipient fails to provide such documentation, the City may recapture any portion of the amount authorized by this Agreement with a 10-day written notification. Unless this Agreement is extended through modification as set forth in Section 1 above, and authorized by HCFC, no later than February 1, 2024, the Recipient shall submit a final report, in a format provided by the City, as well as a detailed explanation of all uses of the Program funds.

b) **Reporting Requirements**

- i) The annual report shall contain detailed information in accordance with HSC section 50222(a). This information includes the following, as well as any additional information deemed appropriate or necessary by the Funder:
 - (1) Data collection shall include information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.
 - (2) The performance monitoring and accountability framework shall include clear metrics, which may include the following:
 - (a) The number of individual exits to permanent housing, as defined by HUD, from unsheltered environments and interim housing resulting from this funding.
 - (b) Racial equity, as defined by the Funder.
 - (c) Any other metrics deemed appropriate by the Funder and developed in accordance with the HSC.
 - (3) Data collection and reporting requirements shall support the efficient and effective administration of the Program and enable the monitoring of performance and program outcomes.
- ii) The City may require additional reporting with written notice to the Recipient.

c) **Auditing**

City and the Funder reserve the right to perform or cause to be performed a financial audit. At City's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified

public accountant. HHAP-2 administrative funds may be used to fund this expense. Should an audit be required, the Recipient shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Recipient shall notify City of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by City to the independent auditor's working papers.
- iii) The Recipient is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Recipient must submit a detailed response acceptable to City for each audit finding within 90 days from the date of the audit finding report.

2) Inspection and Retention of Records

a) Record Inspection

The City and the Funder shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Recipient agrees to provide the City and the Funder with any relevant information requested. The Recipient agrees to give the City and the Funder, or its designees, access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Program laws, the HHAP-2 program guidance document published on the State of California BCHS website, and this Agreement.

In accordance with HSC section 50220.5(l), if upon inspection of records the City or the Funder identifies noncompliance with grant requirements, the Funder and the City retain the right to impose a corrective action plan on the Recipient.

b) Record Retention

The Recipient agrees to retain all records described in subparagraph 1.b. for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

3) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes the following events:

- i) Recipient's failure to comply with the terms or conditions of this Agreement;
- ii) Use of, or permitting the use of, HHAP-2 funds for any ineligible activities as set forth above; and

iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to City in law or equity for breach of this Agreement, City may:

- i) Bar the Recipient from receiving future HHAP funds;
- ii) Revoke any other existing HHAP-2 awards to the Recipient;
- iii) Require the return of any unexpended HHAP-2 funds disbursed under this Agreement;
- iv) Require repayment of HHAP-2 funds disbursed and expended under this Agreement;
- v) Require the immediate return to City of all funds derived from the use of HHAP-2 funds; and
- vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-2 requirements.

c) All remedies available to City are cumulative and not exclusive.

d) City may give written notice to the Recipient to cure the breach or violation within a period of not less than 15 days.

4) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of City to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Recipient of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of City to enforce these provisions.

5) Nondiscrimination

During the performance of this Agreement, Recipient and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Recipient and its subrecipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Recipient and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

6) Conflict of Interest

Recipient is subject to state and federal conflict of interest laws, including Government Code section 1090 and Public Contract Code section 10410 and 10411.

Failure to comply with these laws, including business and financial disclosure provisions, will result in this contract being declared void. Other legal action may also be taken.

- a) Employees of the Recipient: Employees of the Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

7) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Recipient hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Recipients, or subrecipients for violations, as required by Government Code section 8355(a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, Recipients, or subrecipients about all of the following:
 - i) The dangers of drug abuse in the workplace;
 - ii) Recipient's policy of maintaining a drug-free workplace;
 - iii) Any available counseling, rehabilitation, and employee assistance program; and
 - iv) Penalties that may be imposed upon employees, Recipients, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355(a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i) Will receive a copy of City's drug-free policy statement, and
 - ii) Will agree to abide by terms of Recipient's condition of employment or subcontract.

8) Child Support Compliance Act

For any Contract or Agreement in excess of \$100,000, the Recipient acknowledges in accordance with Public Contract Code 7110, that:

- a) The Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment

orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b) The Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

9) Special Conditions for Sub-Recipients

The Recipient agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Section 5 of this Agreement. The Recipient shall ensure that all subrecipients are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-2 funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Recipient and any subrecipient shall require the Recipient and its subrecipients to:
 - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Recipient or any subrecipient in performing the work or any part of it.
 - iv) Agree to include all the terms of this Agreement in each subcontract.

10) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Recipient agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-2 program, the Recipient, its subrecipients, and all eligible activities.

Recipient shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities.

Recipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Recipient shall provide copies of permits and approvals to City and the Funder upon request.

11) Inspections

- a) Recipient shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) The City and the Funder reserve the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Recipient agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

12) Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the City, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Recipient shall notify the City immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Funder, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the City and the Funder.

Section 4

SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Recipient for the deposit of HHAP-2 funds, along with any interest-bearing accounts opened by subrecipients for the deposit of HHAP-2 funds, must be used for HHAP-2-eligible activities and reported on as required by the City and the Funder.
- 2) Per HSC Section 50220.5 (g), any housing-related activities funded with HHAP-2 funds, including emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-2 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

- 3) Recipient shall utilize its local Homeless Management Information System (HMIS) to track HHAP-2-funded projects, services, and clients served. Recipient will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-2 funding (e.g., by creating appropriate HHAP-2-specific funding sources and project codes in HMIS).
- 4) Recipient shall participate in and provide data elements, including, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by HSC section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The City may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency.
- 5) Recipient shall include in their annual report and upon request from City or the Funder an update on progress towards meeting goals provided within Section 4: HHAP Round 2 Goals of the City's HHAP-2 application. Recipients will report on these goals in a manner and format provided to Recipient by the City.
- 6) Recipient agrees to accept technical assistance as directed by the City or the Funder or by a contracted technical assistance provider acting on behalf of the Funder and report to the City on programmatic changes the Recipient will make as a result of the technical assistance and in support of their grant goals.
- 7) Recipient agrees to demonstrate a commitment to racial equity and, per HSC Section 50222 (a)(2)(B), the Recipient shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
- 8) Recipient should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.



IN WITNESS WHEREOF, this Agreement is entered into by City, acting by and through its Mayor or designee, and by Agency, by and through the signature of Agency's authorized representative(s), all as set forth below.

SAND DIEGO HOUSING COMMISSION,
a public agency

DocuSigned by:
By: Jeff Davis
EE0040404B64474

Print Name: Jeff Davis

Title: Deputy Chief Executive Officer

Date: 8/24/2021

APPROVED AS TO FORM: EH

CHRISTENSEN & SPATH LLP
A California limited liability partnership

DocuSigned by:
By: Charles B. Christensen
2510E850CAB1A1C
Charles B. Christensen
General Counsel

Date: 8/23/2021

CITY OF SAN DIEGO,
a California municipal corporation

By: [Signature]
Print Name: Hafsa Kaka

Title: Director, Homelessness Strategies & Solutions Department

Date: 08/16/2021

APPROVED AS TO FORM:

MARA W. ELLIOTT
City Attorney

By: [Signature]
Heather Ferbert
Chief Deputy City Attorney

Date: 8/24/2021

ATTACHMENT 1:

SCOPE OF SERVICES

HHAP 2.0

1. PROJECT DESCRIPTION

HHAP-2 is designed to build on regional coordination developed through previous rounds of HCFC Homeless Emergency Aid Program (HEAP), HHAP, and COVID-19 funding. HHAP funding is housing-focused – either funding permanent housing interventions directly or, if used for shelter or street outreach, have clear pathways to connect people to permanent housing options.

2. PROJECT ACTIVITIES

Shelter: In compliance with the Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the Provision of Homeless Shelters and Services and the Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the Provision of Bridge Shelters, as applicable,, in FY22, the interim and bridge shelter programs will provide beds nightly to single adults age 18 and older experiencing homelessness in the City of San Diego, including beds dedicated to Transitional Aged Youth (TAY). The shelter programs will also provide beds nightly to families with children experiencing homelessness. Utilizing a Housing First model, the programs' objectives are to provide safe, low-barrier shelter, as well as stabilization and supportive services, to prepare persons experiencing homelessness for the most appropriate permanent or other longer-term housing solutions, with the goal of making their homeless experience brief and non-recurring. The interim and bridge shelter programs are intended to be a short-term solution; will utilize trauma-informed care, motivational interviewing, and a harm-reduction model; participants will be provided 24-hour shelter, two meals daily, and basic hygiene and laundry services.

There are approximately 700 existing interim housing/shelter beds currently funded with HEAP/HHAP funds, serving approximately 2,000 individuals annually. The City also added \additional shelter beds to serve unaccompanied youth; including Transitional Aged Youth ages 18-24 and Runaway Homeless Youth (RHY) ages 12-17 years.

Prevention and Diversion- FLEX - Shallow Subsidy Pilot Program: The Shallow Subsidy Pilot Program (SSPP) will provide housing search and placement services to move households into housing quickly, moderate-term rental subsidy and light-touch case management services for approximately 20 households. SSPP identifies households who are 55 and older, are on a fixed income and as a result of their low vulnerability level, may not be eligible for resources like rapid rehousing or permanent supportive housing. The SSPP financial assistance model removes immediate barriers to housing that are the primary reason this target population has been unable to move out of homelessness quickly and provides light-touch case management services, as needed. The Prevention and Diversion Program provide services to people who are either at risk of or newly homeless with financial assistance including rental assistance and move-in costs to stabilize people in housing or moving them into housing quickly. The program also provides case management services, as needed. The program will serve approximately 100 households.

Storage Centers: In compliance with the Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Provision of Transitional Storage Centers, the Storage Centers will provide a secure and protected space for clients to store their personal belongings on an ongoing basis and have access to their belongings during hours of operation. The program will maintain a system for intake of clients and inventory of their belongings to provide secure storage access to those belongings while they are stored at the facility(s). The storage centers will serve approximately 1,50050 individuals annually.

Safe Parking: In compliance with the Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Provision of the Safe Parking Program, the Safe Parking Program will provide a safe place for persons experiencing homelessness to park at night and sleep, while offering a variety of services. The Safe Parking Program will provide access to bathroom facilities, community resource linkages and housing search assistance. Safe Parking will provide a minimum of 200 parking spaces.

The design of each of these programs will effectively serve households experiencing homelessness in a solutions-focused environment utilizing Trauma-Informed Care, Progressive Engagement, and Motivational Interviewing practices, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

Family Reunification Program: The Family Reunification Program will reunify up to 800 persons experiencing homelessness in the City of San Diego with family or other support systems. Family Reunification Program staff will conduct street outreach to persons experiencing unsheltered homelessness in order to identify eligible program participants, make contact with support systems that participants identify in order to plan for reunification, refer participant to services to meet expressed needs, provide transportation to participants to the location of their support system, and follow up with participants after reunification to confirm their housing stability.

The design of this program will effectively serve households experiencing homelessness in a solutions-focused environment utilizing Trauma-Informed Care, Progressive Engagement, and Motivational Interviewing practices, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

LEAP: Using this funding, the Landlord Engagement and Assistance Program will serve approximately 215 households annually by increasing access to permanent housing through developing partnerships with landlords, conducting housing search and placement services, and providing one-time financial assistance to remove immediate barriers to housing such as application fees, security deposits and landlord incentives. Any individual that is experiencing homelessness and working with a housing service provider is eligible and all landlords in the City of San Diego are eligible to partner with LEAP when renting to a household experiencing homelessness.

Rapid Re-Housing: The Rapid Rehousing program will provide tenant-based rental assistance and supportive services to individuals and families experiencing homelessness, including continued funding to serve

approximately 66 higher need, Rapid Rehousing eligible households annually with Rapid Rehousing services that are currently funded with HEAP funding.

The design of each of these programs will effectively serve households experiencing homelessness in a solutions-focused environment utilizing Trauma-Informed Care, Progressive Engagement, and Motivational Interviewing practices, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

Coordinated Street Outreach: In compliance with the Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Coordinated Street Outreach Program, the coordinated outreach program will actively engage households who are experiencing homelessness through two primary functions. The primary role, conducted by the MOBILE HOMELESSNESS RESPONSE TEAM will be to strategically engage individuals prioritized on the community By Name List managed by the Regional Taskforce on the Homeless and to facilitate permanent housing placements. The secondary function conducted by the RAPID RESPONSE TEAM focuses outreach resources in identified areas with concentrations of unsheltered individuals with an emphasis on diverting individuals from the homeless response system and/or meeting basic needs, providing connections to bridge housing, emergency shelter and supportive services including connection to the Coordinated Entry System.

According to the 2019 Point in Time Count, more than 2,200 individuals were experiencing unsheltered homelessness in the City of San Diego. The program will focus efforts on engaging persons experiencing unsheltered homelessness in street based case management with a goal of ending their homelessness through permanent and longer term housing interventions.

3. PROJECT OUTCOME MEASURES

Statutory Goals by Intervention Type	FY 22/23	FY 22/24	FY 23/25	FY 24/26	FY	Total #
Permanent Supportive and Service-Enriched Housing						
Total # of individuals that <i>currently</i> need this intervention	NA	NA	NA	NA	0	NA
# of individuals expected to be served by HHAP-2	NA	NA	NA	NA	0	NA
# of individuals expected to be placed into permanent housing through HHAP-2	NA	NA	NA	NA	0	NA
Rental Assistance						
Total # of individuals that <i>currently</i> need	3273					3273

this intervention						
# of individuals to be served	1666					1666
# of individuals to be placed into permanent housing	1666					1666
Interim Housing						

DRAFT

Total # of individuals that <i>currently</i> need this intervention	5440					5440
# of individuals to be served	3976					3976
# of individuals to be placed into permanent housing	994					994
Diversion and Homelessness Prevention						
Total # of individuals that <i>currently</i> need this intervention	2075					2075
# of individuals to be served	1758					1758
# of individuals to be placed into permanent housing	1000					1000
Outreach						
Total # of individuals that <i>currently</i> need this intervention	2283					2283
# of individuals to be served	1389					1398
# of individuals to be placed into permanent housing	65					65
Services						
# of individuals to be served	2702					2702
# of individuals to be placed into permanent housing	460					460

4. PROJECT RECORDS

Recipient and any subrecipients shall enter and maintain client data in a Homeless Management Information System (HMIS), or successor system. Data collection should, at a minimum, comply with the Universal Data Elements listed in the 2020 HMIS Data Standards and the City of San Diego's FY21 Operating Manual.

All Recipient and any subrecipient files pertaining to personal client information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.

In addition, Recipient must maintain project inventory of all equipment and furniture with City and State grant funds.

Project Records shall be held for a minimum of three years after the end of the award and made available to the City and Funder upon request.

5. CLOSEOUTS

Recipient shall be responsible for completing and submitting a closeout packet to include total number of clients served, program accomplishments and summary, client demographics, photographs, and financial summary of award grant for each applicable funding source, and fiscal audit reports.

Recipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

- a. Making final payments;
- b. Disposing of program assets (including the return of all unused materials, program income balances, and accounts receivable to the City); and
- c. Determining the custodianship of records.

Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Recipient has control over HHAP-2 funds, including Program income.

DRAFT

ATTACHMENT 2:

BUDGET

HHAP 2.0

Project	HHAP 2.0 Project Implementation and Administration
Fiscal Year	FY 2022
Total Obligation	\$8,438,242
Term of Agreement	July 1, 2021 – December 30 th 2023

Breakdown of HHAP 2.0 Funds:

Eligible Use Category	Total
Operating Subsidies	\$ 4,320,132
Prevention & Diversion	\$ 1,500,000
Delivery of Permanent Housing	\$ 333,333
Rapid Rehousing	\$ 410,262
Street Outreach	\$ 1,500,000
Administrative	\$ 374,515
Total	\$ 8,438,242

HOUSING AUTHORITY OF

THE CITY OF SAN DIEGO

RESOLUTION NUMBER HA-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE
CITY OF SAN DIEGO AUTHORIZING EXECUTION OF
AGREEMENTS WITH MENTAL HEALTH SYSTEMS TO
OPERATE AND MANAGE STORAGE CONNECT CENTER I
AND STORAGE CONNECT CENTER II AND RELATED
ACTIONS.

WHEREAS, the San Diego Housing Commission (Housing Commission) administers agreements for the City of San Diego's Homeless Shelters and Services Programs based on a Memorandum of Understanding between the Housing Commission and the City that first took effect on July 1, 2010; and

WHEREAS, the Housing Commission administers a Transitional Storage Center Program with two storage centers located at 116 South 20th Street, San Diego, California, 92113 (Center I) and at 5453 Lea Street, San Diego, California, 92105 (Center II) pursuant to a Memorandum of Understanding that was approved by the Housing Authority of the City of San Diego and Council of the City of San Diego on June 16, 2020; and

WHEREAS, the Center I and Center II (collectively, the Transitional Storage Centers) provide secure, protected space for individuals experiencing homelessness to store their personal belongings while they attend to their personal needs on an ongoing basis and help keep those belongings off the streets, sidewalks, and storefronts; and

WHEREAS, on July 15, 2021, the Housing Commission issued a Request for Proposals for operation of the Transitional Storage Centers; and

WHEREAS, through the competitive process, the Housing Commission determined Mental Health Systems, Inc. (MHS) was responsive and selected MHS to continue as the operator of the Transitional Storage Centers; and

WHEREAS, the Housing Commission now desires to execute two contracts with MHS, each for a six-month term from January 1, 2022 through June 30, 2022, with two one-year options to renew; NOW, THEREFORE,

BE IT RESOLVED, by the Housing Authority of the City of San Diego as follows:

1. The Housing Commission President & Chief Executive Officer (President & CEO), or designee, is authorized and directed to execute the Storage Connect Center I and Storage Connect Center II Agreements on terms and conditions substantially similar to the draft agreements attached to Housing Authority Report HAR21-025.

2. 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 Housing Commission's Board of Commissioners or the Housing Authority.

3. The President & CEO, or designee, is authorized to substitute funding sources or increase compensation, or both, not to exceed 20 percent of the total costs for the term of the Agreements, without further action by the Housing Commission's Board of Commissioners or the Housing Authority, but only if and to the extent funds are determined to be available for such purposes.

APPROVED: MARA W. ELLIOTT, City Attorney

By _____
Heather M. Ferbert
Chief Deputy General Counsel

HMF:sc
11/16/2021
Or.Dept:Housing Authority
Doc. No.: 2799261



The City of San Diego
Item Approvals

Item Subject: Approval of the Contracts between the San Diego Housing Commission and Mental Health Systems to Operate the City of San Diego's Transitional Storage Centers, also known as Storage Connect Centers

Contributing Department	Approval Date
DOCKET OFFICE	10/26/2021

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	MARSHALL, SCOTT	10/21/2021
EXECUTIVE VICE PRESIDENT	DAVIS, JEFF	10/26/2021
CITY ATTORNEY	FERBERT, HEATHER	11/16/2021