

REPORT TO THE HOUSING AUTHORITY

DATE ISSUED:	June 13, 2022	REPORT NO : HAR22-021						
ATTENTION:	Chair and Members of the Housing Author For the Agenda of July 12, 2022	rity of the City of San Diego						
SUBJECT:	Approval of the Contract between the San Diego Housing Commission and Father Joe's Villages to Operate the City of San Diego Bridge Shelter at Golden Hall located at 202 C Street, San Diego, CA 92101							
COUNCIL DISTR	RICT: Citywide							

REQUESTED ACTION:

Approve an operating agreement with Father Joe's Villages in the amount of \$10,458,046 for a one-year term, from July 13, 2022, through June 30, 2023, with three one-year options for renewal, for the operation of the City of San Diego Bridge Shelter at Golden Hall, contingent on the City of San Diego (City) making funds available for that purpose in its annual fiscal year budgeting process and on the continuance or extension of the Memorandum of Understanding with the City for oversight and administration of the Bridge Shelter programs (Bridge Shelter MOU)(current Bridge Shelter MOU, inclusive of option years, ends June 30, 2023).

STAFF RECOMMENDATION

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

- Authorize the San Diego Housing Commission (Housing Commission) to enter into an agreement (Attachment 1) with Father Joe's Villages (Father Joe's) in the amount of \$10,458,046 for an initial one-year term, from July 13, 2022, through June 30, 2023, with three one-year options for renewal to provide shelter and services for persons experiencing homelessness at the City Bridge Shelter at Golden Hall at 202 C Street, San Diego, 92110 (the Program), contingent on the City making funds available for that purpose in its annual fiscal year budgeting process and the continuance or extension of the Bridge Shelter MOU with the City for oversight and administration of the Bridge Shelter programs. The funding sources for the initial operating term are expected to consist of City of San Diego Homeless Housing, Assistance, and Prevention Program (HHAP) funds.
- 2) Authorize the Housing Commission's President and 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 byGeneral Counsel, and to take such actions necessary and/or appropriate to implement these approvals. Housing Commission staff will notify the Housing Authority and the City Attorney's Office about any subsequent amendments or modifications to the transaction,

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and other required documents, including amendments to any documents.

3) Authorize the Housing Commission's President & CEO, or designee, to substitute funding sources and/or increase compensation by not more than 20 percent of the total agreement amount for the proposed agreement, if necessary, without further action by the Housing Commission's Board of Commissioners (Board of Commissioners) or the Housing Authority, but only if and to the extent that funds are determined to be available for such purposes.

SUMMARY

The Housing Commission administers some agreements for the City's Homeless Shelters and Services Programs based on a Memorandum of Understanding between the Housing Commission and the City (Shelter and Services MOU) that first took effect on July 1, 2010, and as has been updated from time to time. The Housing Commission and the City have entered into separate Memoranda of Understanding for the operation and administration of other programs that are not the subject of the Shelter and Services MOU. The Housing Commission and City entered into a separate Bridge Shelter MOU for the administration and operation of the City's Bridge Shelter programs, which was approved by the Board of Commissioners on November 3, 2017, as well as the Housing Authority and San Diego City Council (City Council) on November 14, 2017. The current Bridge Shelter MOU, inclusive of options years, will expire on June 30, 2023.

The Bridge Shelter MOU between the City and the Housing Commission and operating agreements with shelter providers have been renewed on multiple occasions the Board of Commissioners, Housing Authority and City Council approval, including the addition and expansion of a shelter at the San Diego Concourse and parts of Golden Hall and the addition of a shelter at 1710 Imperial Avenue.

The proposed actions referenced in this report will allow the Housing Commission to enter into an agreement with Father Joe's (Attachment 1) in the amounts referenced within this report to provide for the operation of the Bridge Shelter at Golden Hall Program (Program) for a period of one year, with three one-year options for renewal, contingent on the City making funds available for that purpose in its annual fiscal year budgeting process and the continuance or extension of the Bridge Shelter MOU.

The Program supports the Community Action Plan on Homelessness for the City of San Diego (Action Plan), a comprehensive, 10-year plan that builds on recent progress, lays out short-term achievable goals and serves as a guide for long-term success in addressing homelessness. The Action Plan identifies shelter interventions as critical entry points to the City's Crisis Response System and necessary to facilitate permanent housing placements. The Program is an important component to the vision, principles and strategies identified in the Action Plan.

PROGRAM OVERVIEW

The Program will provide shelter year-round, in alignment with Housing First principles, for up to 534 persons experiencing homelessness in the City (actual bed count may be less due to Fire Marshal or other health and safety determinations). The Program will provide safe, low-barrier shelter, as well as stabilization and supportive services, to prepare persons experiencing homelessness for the most appropriate longer-term or permanent housing interventions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

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The Program will prioritize the most vulnerable individuals and households living in the City, including individuals and households who may live in places not intended for human habitation (e.g., vehicles, parks, abandoned buildings, sidewalks, streets, etc.) were it not for the shelter and services provided by the Program. Services to be provided include, but are not limited to: a safe, secure and supportive environment; access to housing-focused case management and supportive services; basic needs support such as a minimum of two meals per day, laundry, telephone, restrooms and showers; referrals to partner agencies for additional services; and assistance in obtaining permanent or longer term-housing interventions.

Operator Experience

Father Joe's has empowered individuals and families experiencing homelessness and poverty to achieve self-sufficiency in San Diego since 1950. The organization has grown over the years to include a homeless services campus as well as scattered site programs that house more than 2,000 individuals on a nightly basis and serve 14,000 individuals annually. As one of San Diego's largest homeless service providers, Father Joe's provides an array of supportive services, shelter as well as a comprehensive portfolio of housing resources such as transitional housing, rapid rehousing, permanent supportive housing, and affordable housing.

The organization currently operates multiple shelter programs funded by the City, including the Bishop Maher Women's Shelter, the Paul Mirabile Center Interim Shelter and the Program, which together provide more than 900 beds for adults, single women, families with minor children, and transition-age youth experiencing homelessness.

Program Design

Through the Program, Father Joe's will provide shelter, housing-focused case management, and basic needs support for up to 534 individuals at any given time experiencing homelessness in the City, with an emphasis on individuals who are enrolled in a permanent housing intervention or are in the process of identifying permanent housing.

The Program's target population may be flexible in nature, and the Program may serve more than one subpopulation at a time. Final determination of targeted populations and sub-populations will be made by the City, and the Housing Commission will work with Father Joe's throughout the term of the proposed agreement to realign budget and/or staffing resources to best meet needs of the determined populations and sub-populations.

Program Components:

a. Housing First program with low barriers to entry and operations;

b. A formal shelter intake and move-in process, in a welcoming and solutions-focused environment, to include a review of required intake documents, terms of service, and guidelines for community living;

c. Housing-focused program that aims to resolve Program clients' homelessness as quickly as possible;

d. Related services include, but are not limited to:

i. Determining diversion opportunities;

ii. Self-sufficiency needs assessment;

iii. Development of client housing plan, including stabilization strategies and client housing goals and objectives;

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iv. Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate;

v. Assistance in locating safe and affordable permanent or other longer-term housing, including determining housing interventions and opportunities outside of the Coordinated Entry System (CES);

vi. Completion of intakes, screenings, assessments, and case conferencing or other integral components of CES as established by Regional Task Force on Homelessness (RTFH) community standards and policies;

vii. Assistance with housing applications and supportive and subsidized housing paperwork; and

viii. Advocacy for clients with prospective landlords.

e. Basic shelter services, including but not limited to:

i. Appropriate 24-hour residential services and staffing;

ii. A maximum of 534 beds and other residential furnishings;

iii. A minimum of two meals per day in compliance with all applicable health and safety regulations;

iv. Showers, wash stations, restrooms, laundry facilities and/or laundry services;

v. Routine operating and client supplies, including but not limited to hygiene products, basic first aid supplies, and cleaning supplies;

vi. Telephone access and message services;

vii. Regularly laundered linens; and

viii. Mail services.

f. Coordination to support testing and vaccinations for communicable diseases.

CONTRACT SELECTION PROCESS

On March 7, 2022, the Housing Commission issued a Request for Proposal (RFP) seeking to identify interested and qualified service providers within the City, specifically providers with a history of providing shelter and related services to individuals experiencing homelessness.

The RFP was posted and made available for download on the PlanetBids website through both the Housing Commission's and the City's portals. More than 921notifications were sent through the PlanetBids system. Twenty prospective bidders downloaded the solicitation from the respective portals.

At the RFP closing on March 31, 2022, Father Joe's was the sole respondent. A source selection committee evaluated, and scored the response based on the following criteria: Program Operations, Service Coordination and Residential Services, Care Coordination, Equity and Inclusion, Community Considerations, Cost Proposal and Organizational Experience and Capacity. At the conclusion of the proposal evaluations, Father Joe's was selected as providing a quality response and overall value to the Housing Commission.

AFFORDABLE HOUSING IMPACT

As San Diegans continue to live in a City-declared housing emergency "shelter crisis," the need for immediate housing assistance is critical to the well-being of community members. The Program serves this purpose by providing shelter services and a pathway to housing to persons experiencing homelessness. Individuals participating in this Program represent some of San Diego's most vulnerable citizens, as 100 percent of participants are homeless, with low-to-moderate incomes.

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FISCAL CONSIDERATIONS

It is anticipated that the City will commit \$10,458,046 in HHAP funds for operations in Fiscal Year 2023.

FUNDING SOURCE	FY 2023
HHAP 1.0	\$6,648,286
HHAP 2.0	\$850,600
HHAP 3.0	\$2,959,160
TOTAL	\$10,458,046

Option years will be exercised continent upon the appropriation of said funds by the City for that purpose and the continuance or extension of the current Bridge Shelter MOU between the City and the Housing Commission (current term ends June 30, 2023).

HOUSING COMMISSION STRATEGIC PLAN

This item relates to Strategic Priority Area No. 4 in the Housing Commission's Strategic Plan for Fiscal Year (FY) 2022 – 2024: Advancing Homelessness Solutions – Supporting the City of San Diego Community Action Plan on Homelessness.

EQUAL OPPORTUNITY CONTRACTING AND EQUITY ASSURANCE

Father Joe's is a local nonprofit organization. As a nonprofit, Father Joe's is exempt from the requirement to submit a Workforce Report. The Housing Commission included a requirement in the RFP for prospective firms to include a description of how they would address racial equity and inequities for the target population(s), including any local disproportionate impact of COVID-19 and homelessness by race and other protected classes. The requirement was a part of the scored evaluation criteria. Father Joe's does not discriminate based on race, color, religion, national origin, ancestry, gender, age, medical condition, sexual orientation, marital status, domestic partnership status, physical or mental disabilities, veterans, or any other consideration made unlawful by federal, state, or local laws.

PREVIOUS HOUSING COMMISSION BOARD ACTION

On June 10, 2022, the Board of Commissioners' Vice Chair requested that the Housing Commission's Interim President & CEO forward this item to the Housing Authority of the City of San Diego for consideration pursuant to San Diego Municipal Code 98.0301(e)(2)(B).

PREVIOUS COUNCIL and/or COMMITTEE ACTION

On October 6, 2020, the Housing Authority approved Resolution HA-1887, approving the execution of an amendment to the contract between the Housing Commission and Father Joe's to operate the City's Single Women, Family and Transitionally Aged Youth Bridge Shelter Program.

On June 16, 2020, the City Council approved a Memorandum of Understanding between the City and the Housing Commission regarding the administration of HHAP program funding (Resolution R-313113). A portion of HHAP funds are allocated to fund the operation of the City's Bridge Shelter programs.

On June 16, 2020, the Housing Authority authorized the execution of agreements with Alpha Project for the Homeless, Father Joe's, and Veterans Village of San Diego to operate the City's Bridge Shelter programs during Fiscal Year 2021 (Resolution No. HA-1859).

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On June 16, 2020, City Council authorized execution of the Bridge Shelter MOU between the City and the Housing Commission for a one-year term with two one-year options to renew to operate the City's Bridge Shelter programs. City Council also approved Resolution R-313112 to remove references to the provision of Transitional Storage Center Services and bifurcate the Memoranda of Understanding. Housing Authority Resolution HA-1859 also authorized the execution of the Bridge Shelter MOU.

On December 10, 2019, the Housing Authority approved the Sixth Amendment between the Housing Commission and the City to expand services to Transition-Age Youth at Golden Hall at 202 C Street, San Diego, CA (Resolution No. HA-1838).

On June 11, 2019, the Housing Authority approved the execution of operating agreements with Alpha Project for the Homeless, Veterans Village of San Diego, and Father Joe's for the operation of the three City Bridge Shelters for a 12-month term, from July 1, 2019, to June 30, 2020 (Resolution No. HA-1817).

In addition, City Council approved a Memorandum of Understanding between the City and Housing Commission regarding the administration of Homeless Emergency Aid Program (HEAP) Block Grant Funded Programs (Resolution No. R-312516). This resolution included an amendment to authorize the reallocation of \$1.6 million dedicated to outreach in HEAP funding to support a fourth Bridge Shelter at 17th and Imperial Avenue (previously planned for the relocation of the Single Women and Family Program).

On October 15, 2019, the Housing Authority approved the execution of the Fifth Amendment between the Housing Commission and the City to reflect the Housing Commission's responsibility for the oversight and administration of the Bridge Shelter located at 1710 Imperial Avenue (Resolution No. HA-1835).

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders for this project include community stakeholders and Father Joe's as the sub-recipient administering the Program. The Program is expected to have a positive impact on the community as it will provide shelter and services to 204 individuals experiencing homelessness.

ENVIRONMENTAL REVIEW

California Environmental Quality Act

Pursuant to Government Code Section 8698.4 - Declaration of Shelter Crisis, the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) shall not apply to actions taken by a state agency or a city, county, or city and county, to lease, convey, or encumber land owned by a city, county, or city and county, or to facilitate the lease, conveyance, or encumbrance of land owned by the local government for, or to provide financial assistance to, a homeless shelter constructed or allowed by this section. Additionally, these activities are categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to title 14 of the California Code of Regulations (CCR) section 15301 - Existing Facilities, which allows the operation, repair, maintenance permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, and no exception to the exemption in title 14 CCR section 15300.2 applies.

National Environmental Policy Act

Processing under the National Environmental Policy Act (NEPA) is not required because federal funds are

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not involved in these activities.

Respectfully submitted,

Lisa Jones Lisa Jones

Executive Vice President of Strategic Initiatives San Diego Housing Commission

Approved by,

Davis

Jeff Davis Interim President & Chief Executive Officer San Diego Housing Commission

Attachments: 1) Draft Agreement with Father Joe's Villages

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

SAN DIEGO HOUSING COMMISSION

AGREEMENT FOR HOMELESS CITY OF SAN DIEGO BRIDGE SHELTER

WITH

ST. VINCENT DE PAUL VILLAGE, INC. dba FATHER JOE'S VILLAGES

(More than \$250,000 and Other than Construction, Development, or Maintenance) Contract No. HHI-22-57

GOLDEN HALL

This Agr	reem	ent, ei	nter	ed	into	thi	s				_ d	ay	of	 		20)22	2,	
								-	 	_				 	 				

between the Commission:SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
Tel.: 619-231-9400and the Contractor:ST. VINCENT DE PAUL VILLAGE, INC.
dba FATHER JOE'S VILLAGES

3350 E Street San Diego, California 92102 Tel: 619-446-2100

is made in accordance with the following terms and conditions:

101. **Definitions**. When capitalized, the terms used in this Agreement shall have the meanings ascribed thereto by the "Schedule of Definitions," attached hereto as Attachment A and incorporated herein in full by this reference, and as otherwise defined by this Agreement, unless the context clearly requires otherwise.

102. **Description of Work**. Contractor shall provide services, supplies, and/or materials to the Commission as specified in the Specifications/Scope of Work.

103. <u>**Term of Agreement**</u>. The term of this Agreement shall be July 13, 2022 through June 30, 2023 (the "Initial Term"), as extended pursuant to this Agreement from time to time.

(a) <u>Extensions</u>. Provided that Contractor is not in default under the terms of this Agreement, the Commission may extend the term for one or more periods (each such period, an "Extension Period") totaling no more than ninety (90) days, in a writing signed by the CEO and delivered to Contractor. No single Extension Period shall be less than seven (7) days. The Commission may not extend the term for an Extension Period earlier than sixty (60) days before nor later than eighty-three (83) days after the then-applicable expiration date of the term.

The Commission shall compensate Contractor during such Extension Period on a *pro rata* basis in accordance with Section 104 as in effect on the date of extension of the term in accordance with this Subsection.

(b) <u>Options</u>. The Commission may also extend the term for three (3) additional one (1)-year periods (each such one-year period, an "Option Period") by giving written notice thereof to Contractor prior to the expiration of the then-current term of this Agreement. Compensation to Contractor during any Option Period shall be in the amounts and on the same terms and conditions as provided pursuant to this Agreement during the Initial Term.

(c) <u>Extensions and Options</u>. Nothing contained in this Section shall require the Commission to extend the term of this Agreement. The options to extend the term granted in this Section exist in favor of and for the sole benefit of the Commission and may be exercised in the Commission's sole and exclusive discretion. During any Extension Period or Option Period, all terms and conditions of the Agreement shall remain in full force and effect except as otherwise specified in this Section or any subsequently executed agreement between the Parties.

104. <u>**Compensation**</u>. The Commission shall compensate Contractor for all services performed and/or supplies and materials supplied pursuant to this Agreement in accordance with the Budget and in accordance with the Compensation Terms, which are attached hereto as Attachment D.

(a) <u>Maximum Compensation</u>. Notwithstanding anything in this Section or elsewhere in this Agreement to the contrary, Contractor acknowledges and understands that the Commission shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Ten Million Four Hundred Fifty-Eight Thousand Forty-Six and No/100 Dollars (\$10,458,046.00) ("Maximum Compensation") during the Initial Term, or during any Option Period, unless Attachment D provides for greater compensation or reimbursement during such Option Period. Further, Contractor acknowledges and understands that it shall bear the sole responsibility for monitoring its expenditures and ensuring that any amounts incurred pursuant to this Agreement do not exceed the Maximum Compensation. In the event Contractor incurs amounts in excess of the Maximum Compensation, Contractor shall bear sole liability for such amounts.

(b) <u>Method of Payment</u>. Except as may otherwise be provided by the Compensation Terms, the Commission will endeavor to pay any invoice within thirty (30) days of submission of such invoice, subject to the approval of all amounts therein by the Commission. At a minimum, each invoice shall (i) reference the Contract Number; (ii) reference any associated purchase order numbers; (iii) describe each service performed and/or supply or material supplied in detail and in accordance with the Specifications/Scope of Work; (iv) specify the amount charged for each such service, supply, or material; (v) be accompanied by a certification (on or attached to the invoice) that the payment requested is for work performed in accordance with this Agreement; and (vi) contain such other information or certifications as the Commission may specify in writing from time to time. The Commission, in its sole discretion, may elect not to pay any invoice that fails to comply with the requirements of this Subsection.

105. Necessary Approvals.

(a) In the event that the initial amount of this Contract exceeds, or a change order increases the amount of this Contract to an amount that exceeds, Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), this Contract must be approved by the Board of Commissioners of the Commission in order to be binding upon the Commission. In no event shall the Commission be bound by this Contract unless and until such approval, if required, is obtained.

(b) In the event that the initial amount of this Contract exceeds, or a change order increases the total amount of this Contract to an amount that exceeds, Five Hundred Thousand and No/100 Dollars (\$500,000.00), this Contract must be approved by the Housing Authority in order to be binding upon the Commission. In no event shall the Commission be bound by this Contract unless and until such approval, if required, is obtained.

106. <u>Contract Documents</u>. In addition to this instrument, this Contract includes the Schedule of Definitions, the General Conditions, the Specifications/Scope of Work, the Compensation Terms, the Prevailing Wage Attachment, the City of San Diego Provisions, HHAP 1.0 Grant Agreement, HHAP 2.0 Subrecipient Agreement, and HHAP 3.0 Subrecipient Agreement, all of which are incorporated herein by this reference, except as to the Prevailing Wage Attachment, which shall only be incorporated in accordance with Section 21 of the General Conditions.

Counterparts: Electronic Execution. This Agreement may be executed in one or more counterparts and, when and as so executed, all such counterparts taken together shall constitute one and the same agreement. This Agreement may be executed using any "electronic signature" in accordance with California Civil Code section 1633.2.

[Signature Page Follows]

Signature Page to Agreement for City of San Diego Bridge Shelter with St. Vincent De Paul Village, Inc. dba Father Joe's Villages (Contract No. HHI-22-57):

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written, effective as specified in Section 103.

Contractor:

Charles B. Christensen

General Counsel, San Diego Housing Commission

St. Vincent De Paul Village, Inc. dba Father Joe's Villages

By: Bill Bolstad Chief Operating Officer	Date:
Commission : San Diego Housing Commission	
By: Jeff Davis Interim President & Chief Executive Office	Date:
By: Lisa Jones Executive Vice President, Strategic Initiativ	Date:
By: Debra Fischle-Faulk Senior Vice President, Compliance & Equi	Date:ty Assurance
Approved as to Form: Christensen & Spath LLP	
By:	Date:

Attachment A Schedule of Definitions

1. "Agreement" or "Contract" means the main instrument to which this Attachment A is attached and all exhibits or attachments thereto to the extent the same have been incorporated and as the same may be amended from time to time.

2. "Applicable Law" means all applicable federal, state, and local constitutions, treaties, laws, statutes, ordinances, regulations, rules, orders, decrees, permits, resolutions, requirements, and policies of the United States of America, the State of California, the City, the Commission, or any other governmental authority of competent jurisdiction.

3. "Authority" means the Housing Authority of the City of San Diego.

4. "Budget" shall have the meaning ascribed thereto by the Compensation Terms.

5. "CEO" means the Chief Executive Officer of the Commission or the CEO's lawful designee.

6. "City" means the City of San Diego.

7. "City of San Diego Provisions" means the terms and conditions specified in Attachment F to the Agreement.

8. "Claims" means 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 (including Contractor's employees, agents, and subcontractors) and damage to real or personal property, or any other losses, damages, or expenses.

9. "Commission" means the San Diego Housing Commission. When this Agreement specifies an action to be taken or withheld by the Commission, "Commission" shall include the authorized officers, employees, and agents of the Commission.

10. "Compensation Terms" means the terms and conditions specified in Attachment D to the Agreement.

11. "Conflict" means circumstances, known to the Contractor, that would conflict with Contractor's performance of the terms of this Agreement or place the Commission and a prospective client of Contractor in adverse, hostile, or incompatible positions wherein the interests of the Commission, the Authority, or the City may be jeopardized.

12. "Contract Number" means the number specified next to the phrase "Contract No." at the top of this Agreement.

13. "Contractor" means the Party other than the Commission identified above, and, unless the context requires otherwise, such Party's officers, directors, members, managers, partners, limited

partners, employees, agents, and subcontractors.

14. "Extension Period" shall have the meaning ascribed thereto by Section 103(a).

15. "General Conditions" means the terms and conditions contained in Attachment B to the Agreement.

16. "HUD" means the United States Department of Housing and Urban Development and any successor agency thereto.

17. "Indemnitee" means the Commission, the Authority, the City, or any commissioner, officer, employee, member, council member, or agent thereof.

18. "Inspecting Agency" means the Commission and any of its duly authorized representatives.

19. "Initial Term" shall have the meaning ascribed thereto by Section 103.

20. "Maximum Compensation" shall have the meaning ascribed thereto be Section 104.

21. "Option Period" shall have the meaning ascribed thereto by Section 103(b).

22. "Parties" means the Commission and Contractor, collectively, and "Party" means either of the Parties, individually.

23. "Project Records" means all administrative and financial records required to be prepared or gathered by Contractor pursuant to this Agreement, including, but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product, and any other documents, data, and records pertaining to this Agreement.

24. "Specifications/Scope of Work" means the terms and conditions specified in Attachment C to the Agreement.

Attachment B General Conditions

1. <u>Status of Contractor</u>. Contractor acknowledges that Contractor is an independent contractor and is not an agent or employee of the Commission, the Housing Authority, the City, HUD, or any other governmental authority.

(a) Any term of this Agreement that could be construed to give the Commission a right to direct Contractor concerning the details of performing its obligations and duties hereunder or to exercise any control over such performance shall be construed to pertain only to the Commission's direction concern the expected results of performance under this Agreement.

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

2. **Designated Representative**. Contractor shall designate a representative with the authority to bind Contractor with respect to decisions to made pursuant to this Agreement. Contractor may designate a new representative upon ten (10) days written notice to the Commission.

3. <u>**Ownership of Materials and Documents**</u>. Any and all sketches, drawings, and other materials or documents prepared by Contractor pursuant to or in connection with this Agreement shall be the property of the Commission from the moment of their preparation, and Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. Contractor shall have the right to make duplicate copies of such materials and documents for its own file or for other purposes in compliance with Section 4.

4. <u>Non-disclosure</u>. The designs, plans, reports, investigations, materials, and documents prepared or acquired by Contractor pursuant to this Agreement (including any duplicate or electronic copies however and wherever stored) shall not be disclosed to any non-party, except as previously authorized by the Commission in writing. Furthermore, Contractor shall not disclose to any nonparty any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as previously authorized by the Commission in writing. Contractor shall use reasonable care to prevent the unauthorized disclosure of information subject to this Section. If requested by the Commission, Contractor shall negotiate the terms of and enter into a formal non-disclosure agreement with the Commission in form and substance reasonably satisfactory to the Commission.

(a) <u>Exception</u>. Nothing in this Section shall apply to the disclosure of any information that:

(i) Was publicly known, or otherwise known to Contractor, at the time the information was first provided to Contractor by the Commission;

(ii) Subsequently becomes publicly known through no act or omission of Contractor;

(iii) becomes known to Contractor from a third party other than the Commission, provided Contractor has not induced such disclosure in violation of law or in breach of any agreement of such third party with the Commission if such agreement was known to Contractor or should have been known to Contractor through the exercise of due diligence;

(iv) is considered a public record pursuant to the California Public Records Act, codified at California Government Code sections 6250 et seq.; or

(v) is required to be disclosed pursuant to law or a court order, provided that Contractor gives notice of such requirement to the Commission prior to such disclosure, if permitted by law; such shall be reasonably calculated to allow the Commission to seek a protective order or other appropriate legal protection against disclosure prior to the disclosure.

5. <u>Contractor's Indemnification Liability</u>. Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of Indemnitees' choosing, at Contractor's sole cost and expense, Indemnitees from and against any and all Claims arising directly or indirectly out of the acts or omissions of Contractor (irrespective of culpability), all obligations of this Agreement, or out of the operations conducted by Contract pursuant to this Agreement, including, but not limited to, those in part due to the negligence of any of Indemnitees, except as to liabilities, claims, judgments or demands arising through the sole negligence or more culpable act or omission of any Indemnitee.

6. **Insurance Requirements**. Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required pursuant to this Section and comply with the other requirements of this Section.

(a) <u>Requirements for All Policies</u>. All commercial general liability, commercial automobile liability, and errors and omissions insurance policies required pursuant to this Section shall comply with the following:

(i) Each policy shall contain an endorsement stating that the policy may not be cancelled or materially altered or amended except upon written notice to the Commission via certified mail, deposited at least thirty (30) days prior to the effective date thereof.

(ii) Each policy shall contain an endorsement adding the Commission, the Authority, and the City, and their respective elected and appointed officials, officers, agents, employees, and representatives as additional insureds.

(iii) Each policy shall contain an endorsement stating it is primary and non-contributory to any insurance that may be carried by the Commission, the Authority, or the City.

(iv) Each policy shall contain an endorsement waiving subrogation against the Commission, the Authority, and the City, and each of their respective elected or appointed commissioners, officers, employees, members, council members, or agents for losses paid by Contractor's insurers that arise out of or in relation with Contractor's performance under this Agreement.

(v) No policy may contain an endorsement or other language limiting liability in scenarios in which an insured has a dispute with another insured or limiting contractual liability.

(b) <u>Commercial General Liability Insurance</u>. At all times during the term of this Agreement, Contractor shall maintain commercial general liability insurance, written on an ISO occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of at least \$1,000,000 per occurrence, subject to an annual aggregate of at least \$2,000,000. In addition to the endorsements required by Subsection (a), the policy shall contain an endorsement excluding all costs of defense from the policy limits.

(c) <u>Commercial Automobile Liability Insurance</u>. At all times during the term of this Agreement, Contractor shall maintain commercial automobile liability insurance for all of Contractor's automobiles (including owned, hired, and non-owned automobiles) that will be used in the performance of Contractor's duties and obligations pursuant to this Contract, written on an ISO form CA 00 01 12 90 or later version of this form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage, with a combined single limit of at least \$1,000,000 per occurrence. The insurance policy shall reflect coverage for any automobile ("any auto").

(d) <u>Errors and Omissions Insurance</u>. At all times during the term of this Agreement, Contractor shall maintain errors and omissions liability insurance in the amount of at least \$1,000,000 per occurrence.

(e) <u>Workers' Compensation Insurance</u>. At all times during the term of this Agreement, Contractor shall maintain workers' compensation insurance for Contractor's employees who perform Contractor's duties and obligations under this Agreement, to the extent and in the minimum amount required by the California law, with a minimum of \$1,000,000 of employer's liability coverage.

(f) <u>Additional Requirements</u>. In addition to the foregoing requirements, Contractor shall comply with the following requirements:

(i) <u>Carriers</u>. All carriers shall have a rating of "A-" or better as determined by A.M. Best Company, Inc.'s Financial Strength Ratings, shall be licensed to do business in the State of California, and shall be subject to the approval of the Commission. The Commission will accept non-admitted "surplus lines" carriers only if licensed to do business in the State of California and listed on the current "List of Approved Surplus Lines Insurers" maintained by the California Department of Insurance.

(ii) <u>Certificate Holders</u>. The Commission, the Authority, and the City shall be named as certificate holders on all insurance policies.

(iii) <u>Timing</u>. All insurance required by this Section must be bound and evidenced by certificates of insurance delivered to the Commission prior to the commencement of the Initial Term and shall remain in full force and effect during the entire term of the Agreement, as extended from time to time, and for such term thereafter as the Commission may reasonably specify.

(iv) <u>Deductibles</u>. All deductibles and retentions shall be Contractor's sole responsibility.

(v) <u>No Limitation on Liability</u>. Contractor's liability shall not be limited in any way as a result of the insurance policies required by this Section.

(vi) <u>No Increased Exposure</u>. Contractor shall not modify any policy or endorsement required by this Section if doing so would increase the Commission's exposure to loss during the term of this Agreement.

(vii) <u>Additional Insurance</u>. Contract may obtain additional insurance not required by this Agreement.

(viii) <u>Expiration</u>. Prior to the expiration of an insurance policy required by this Section, Contractor shall provide the Commission with certificates evidencing that new or extended policies have been obtained that continue to meet the requirements of this Section. Contractor shall provide all endorsements for any new or extended policy within fifteen (15) days of the expiration date of such policy's predecessor.

(g) <u>Commission Review of Policies</u>. Upon the Commission's request, Contractor shall promptly submit to the Commission a copy of any policy required by this Section. If the Commission determines that any such policy is insufficient in light of the risk posed by Contractor's performance under the Agreement and in consideration of any change in relevant circumstances, the Commission may unilaterally amend this Agreement to add new coverages, increase coverage limits, reduce deductibles and retentions, or add or remove endorsements, as determined in the Commission's reasonable discretion, and Contractor shall comply with any the Agreement as amended.

7. <u>Insurance Proceeds</u>. If Contractor receives insurance proceeds when property owned or provided by the Commission, or procured using funds provided pursuant to this Agreement, has been lost or damaged by fire, casualty, or natural disaster, Contractor agrees to apply those proceeds to the cost of replacing such property.

8. <u>Casualty, Fire, Natural Disaster, and Misused Property</u>. When property owned or provided by the Commission, or property procured using funds provided pursuant to this Agreement, is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of such property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. If any damage to such property results from Contractor's acts or omissions, Contractor agrees to restore the such property to its original condition.

9. <u>Correction of Work</u>. Performance of the terms of this Contract shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the Commission, provided such work is due to the acts or omissions of Contractor and has not been accepted in writing by an authorized representative of the Commission.

10. <u>Compliance with Laws and Policies</u>. Contractor shall comply with Applicable Law. In addition, Contractor shall immediately comply with all directives issued by the Commission or the City, or their duly authorized representatives, under authority of any Applicable Law. Failure by Contractor to comply with Applicable Law shall be deemed a material breach of this Agreement and shall be grounds for the Commission to terminate this Agreement immediately upon written notice to Contractor.

11. <u>California Equal Opportunity Requirements</u>. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor and its subcontractors shall not deny this Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. §§ 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the California Government Code (Gov. Code, §§ 11135-11139.5), and any regulations or standards adopted by the Commission to implement such article

(c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Commission upon reasonable notice at any time during normal business hours, but in no case upon less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as either shall require to ascertain compliance with this clause.

(d) Contractor and its subcontractors shall give written notice of their obligations under this Section 11 to labor organizations with which they have a collective bargaining or other agreement.

(e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

12. <u>**Records**</u>. Contractor shall take reasonable measures to maintain the integrity and accuracy of Project Records and shall comply with the terms of this Section.

(a) <u>Accounting Records</u>. In accordance with generally accepted accounting principles maintained on a consistent basis, Contractor shall maintain full and complete records of the cost of services performed pursuant to this Agreement, utilizing internal controls and maintaining appropriate source documentation for all costs incurred.

(b) <u>Inspection and Photocopying</u>. At any time during normal business hours and as often as requested, during the term of this Agreement for so long as storage is required pursuant to Subsection (d) below, Contractor shall permit any Inspecting Agency to inspect and photocopy, at Contractor's offices or such other reasonable location requested by any of the foregoing, all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and evaluating Contractor's performance of its obligations and duties under this Agreement. An Inspecting Agency may retain copies of Project Records if the Inspecting Agency deems such retention necessary in its sole discretion.

(c) <u>Copies of Records</u>. Upon any request by an Inspecting Party for copies of Project Records, Contractor shall submit exact duplicates of the originals of the requested Project Records to the such Inspecting Party for the purposes described above in Subsection (b).

(d) <u>Storage</u>. Contractor shall store all Project Records for a period of not less than five (5) years after the Contractor's final submission of all required reports under this Agreement, or five (5) years after the Commission and Contractor make all final payments, or until all pending matters including audits and litigation have been finally resolved, whichever period is longest. All Project Records shall be kept at the Contractor's regular place of business. After the storage period has expired, Contractor shall provide each Inspecting Agency with thirty (30) calendar days written notice of Contractor's intent to dispose of any Project Records. During such 30-day period, Contractor shall provide any and all Project Records to any Inspecting Agency upon such Agency's request, and Contractor shall refrain from disposing of specified Project Records if requested by any Inspecting Agency.

(e) <u>Flow Down</u>. Contractor shall include the terms of this Section, including the terms of this Subsection, in each of its subcontracts and shall cause each of its subcontractors to do the same.

13. <u>Subcontracting</u>. No performance required of Contractor by this Agreement may be subcontracted without the prior written approval of the Commission, which it may withhold in its sole and absolute discretion. Any putative subcontracting of Contractor's rights, obligations, and/or duties under this Agreement shall not create a contractual relationship between the Commission and any putative subcontractor, and any such subcontracting shall be null and void. Any subcontracting in violation of this Section shall be grounds for immediate termination of this Agreement upon written notice to Contractor, at the sole discretion of the Commission.

(a) <u>Requesting Consent</u>. In order to obtain consent to subcontract, Contractor shall submit to the Commission a list of all potential subcontractors and a description of work to be performed by each subcontractor. Once this list has been approved, no changes to the list will be allowed

except upon written approval of the Commission.

(b) <u>Contractor's Liability</u>. Contractor shall be fully liable for the acts and omissions of its subcontractors, and their employees, agents, and contractor, as though such acts and omissions were those of Contractor itself.

14. <u>Assignment</u>. Contractor shall not assign or transfer any interest in this Agreement (whether by assignment or novation) without the express prior written consent of the Commission. Notwithstanding the foregoing, no such approval shall be required for the assignment of claims for money due or to become due to Contractor from the Commission to a bank, trust company, or other financial institution, or to a receiver or trustee in bankruptcy, but Contractor shall promptly provide written notice thereof to the Commission.

15. <u>Preference for Domestic Materials</u>. Except as otherwise provided by California Government Code sections 4300 et seq., wherever possible in the performance of this Agreement, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, substantially all from materials produced in the United States, shall be used in the performance of the Agreement.

16. **<u>Preparation of Written Reports or Documents</u>**. Provided that the total cost for work performed by Contractor pursuant to this Agreement exceeds \$5,000, any document or written report prepared in whole or in part by Contractor for or under the direction of the Commission shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

17. <u>**Termination**</u>. The Commission may terminate this Agreement, in whole or in part, effective thirty (30) days after delivering written notice to Contractor, if the Commission determines such termination is in the Commission's interest. If this Agreement is terminated, the Commission shall be liable only for amounts due for services, supplies, and/or materials rendered and/or supplied before the effective date of such termination. Additionally, the Commission may terminate this Agreement immediately upon written notice to Contractor as a result of cessation of funding of or lack of adequate appropriations for any federal, state, or local program that provides funds used by this Agreement. The termination rights in this Section are in addition to and cumulative with any other rights of termination located elsewhere in this Agreement.

18. <u>Patents and Copyrights</u>. The Commission hereby reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes, any patents and copyrights in any work developed under this Agreement.

19. **Drug-free Workplace**. Contractor certifies to the Commission that it will provide a drug-free workplace and will:

(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 federal Controlled Substance Act is prohibited in Contractor's workplace; such

statement shall specify the actions that will be taken against employees for violation of such 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) 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 Subsection (a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

20. <u>Plan of Operations</u>. Contractor shall submit to the Commission a complete plan of operations. Contractor shall promptly notify the Commission of any changes to the plan of operations.

21. **Labor Law**. Contractor shall be fully aware of and shall comply with each and every requirement of federal, state, and local law regarding the provision of labor concerning this Agreement, including but not limited to, the payment of applicable prevailing wages, if either or both boxes are checked below. In the event both boxes are checked below, Contractor acknowledges that it is solely responsible for determining which prevailing wage terms apply to the work performed under this Agreement.

If checked, additional	l state prevailing	wage terms	are contained i	n Attachment I	E, which is
hereby incorporated in the	is Agreement in f	ull by this re	ference.		

If checked, additional federal prevailing wage terms are contained in Attachment E, w	hich is
hereby incorporated in this Agreement in full by this reference.	

22. <u>Entire Agreement</u>. This Agreement represents the sole and entire Agreement between the Commission and Contractor and supersedes all prior and contemporaneous negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties, relating to the subject matter of this Agreement, except as 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 each Party.

23. <u>Waiver</u>. No failure of a Party to insist upon the strict performance by the other Party of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement.

24. <u>Successors in Interest</u>. The rights, duties, and obligations of this Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns.

25. **Drafting Ambiguities**. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiation of the terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each Party participated in the negotiation or drafting of the Agreement.

26. <u>Signing Authority</u>. Each individual executing this Agreement on behalf of an entity represents and warrants that such individual is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions that are necessary and proper under such entity's governing documents, and that this Agreement is binding upon such entity in accordance with its terms. Upon request, Contractor shall provide the Commission with evidence, satisfactory to the Commission, that such individual's authority is valid and that such entity has been duly formed and is in good standing in the jurisdiction of its formation, and that such entity is authorized to do business in the State of California.

27. <u>Conflict Between Agreement and Attachments</u>. To the extent that the terms of the Agreement and the attachments conflict, the construction most favorable to the Commission shall apply.

28. **<u>Partial Invalidity</u>**. 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.

29. <u>Governing Law; Jurisdiction and Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles regarding the conflict of laws. The courts of the State of California shall have exclusive jurisdiction over any dispute, claim, or matter arising out of or related to this Agreement, and venue shall lie exclusively in the Central Division of the Superior Court of the County of San Diego, California.

30. <u>**Headings**</u>. All headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

31. <u>Attorney's Fees and Costs</u>. In any action involving breach, interpretation, and/or enforcement of the terms of this Agreement, the prevailing party shall be entitled to its costs, expert witness fees, if any, and reasonable attorneys' fees.

32. **<u>Remedies Upon Default</u>**. The failure of Contractor to perform each and every covenant of Contractor in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the Scope of Work/Specifications (which, in the case of goals and outcomes shall be construed to require good-faith efforts to meet such goals and outcomes), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize the

health, safety, or general welfare of Contractor's clients or members of the public, the Commission shall give seven (7) days written notice to Contractor, detailing the nature of such breach and requiring Contractor to cure such breach within such seven-day period. In the event that such a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to terminate the Contract, the right to cause another contractor or the Commission to take over the duties under the terms of the Contract, the right to sue for damages, specific performance or injunctive relief, and any other remedies available at law or in equity. In the event that the health, safety, or general welfare of Contractor's clients members of the public is jeopardized, the Commission shall have the right to terminate the Agreement immediately upon written notice to Contract. In addition, in the event of an uncured breach or a breach without the right to cure, the Commission shall have the right to recoup any and all funds 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. Contractor shall give seven (7) days written notice to cure any such breach to the Commission. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

33. <u>Notices</u>. All notices required or permitted to be given by a Party pursuant to this Agreement shall be deemed delivered (i) immediately upon receipt if delivered personally, (i) the next business day if delivered to a nationally recognized overnight carrier with charges prepaid prior to the cutoff for next-day delivery specified by such carrier, or (ii) three (3) business days the date of deposit with the United States Postal Service for delivery via certified mail, postage prepaid, return receipt requested, and in all cases addressed to the other Party at such Party's addresses as set forth at the beginning of this Agreement, or at such other address as such Party shall designate in writing to the other Party by written notice given as specified in this Section from time to time.

34. <u>Audit Requirements</u>. Contractor shall comply with the audit requirements of 2 C.F.R. pt. 200, as amended, if no audit requirements are specified in the award of the Contract. Otherwise, Contractor shall comply with the audit requirements specified in the award of the Contact.

35. <u>Contractor Evaluation Program</u>. An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the course of the Agreement, the Commission shall conduct performance evaluations to document Contractor's record of complying with the terms of the Agreement. The Commission shall proactively monitor and manage the performance of Contractor during the term of the Agreement and shall create an objective record of performance that can and may be utilized when evaluating Contractor as a responsible bidder for future bid and proposal submissions, extension or renewal consideration, or termination due to unsatisfactory performance. Contractor evaluation program and appeal procedures are located on the Commission's website at https://www.sdhc.org/doing-business-with-us/contracting-and-procurement-services/vendor-information/, as amended from time to time, and are incorporated herein in full by this reference.

36. Interests of Current or Former Commissioners, Officers, and Employees. No commissioner, officer, or employee of the Commission, no member of the governing body of the locality in which the work performed pursuant to this Agreement 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 such work, shall, during such person's tenure, or for one (1) 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 upon written notice to Contractor.

37. <u>Conflicts of Interest; Disclosure of Economic Interests</u>. Contractor and its subcontractors shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including, but not limited to, the Commission's Conflict of Interest Code (for purposes of this Section only, the "Code"), a current copy of which may be requested from the Commission. In addition to the other requirements of the Code, and subject to the Commission's determination in writing in accordance therewith, Contractor shall cause each of its officers, directors, partners, limited partners, members, managers, employees, and agents that is determined to be a "consultant" pursuant to the Code to file a completed and executed Statement of Economic Interests (Form 700) with the City's Clerk's Office at the following times:

(a) No later than thirty (30) days after the execution of this Agreement;

(b) Annually on or before April 1 of each year;

(c) Within thirty (30) days after full performance of this Agreement, as determined by the Commission in its sole discretion;

Contractor shall cause each designated consultant to email a copy of each filed Form 700 to Maurcell Gresham, Director of Procurement, at maurcell@sdhc.org within five business (5) days of filing.

Contractor shall provide all assistance requested by the Commission to determine whether any of the above-specified individuals qualifies as a "consultant." Additionally, upon the cessation of a consultant's legal relationship with Contractor, Contractor shall notify such consultant of the consultant's responsibility to file a Form 700 with the City's Clerk's Office within thirty (30) days of such termination or expiration.

Any violation of the Code or this Section shall be deemed a material breach of this Agreement and shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor.

38. **Procedure for Handling Conflicts of Interest**. Except upon the prior, written consent of the Commission, which it may withhold in its sole and absolute discretion, and in compliance with the other terms of this Section, Contractor shall not perform services of any kind for any person or entity during the term of this Agreement if so doing appears reasonably likely to result in a Conflict. Notwithstanding the foregoing, this Section shall not apply to any of Contractor's business arrangements with clients that began prior to the execution of this Contract.

(a) <u>Meet and Confer</u>. Contractor shall promptly notify the Commission in writing in the event a Conflict appears reasonably likely. Thereafter, Contractor shall meet and confer with the

Commission to agree upon terms to apply to its arrangements with an affected prospective client, and/or its arrangements with the Commission, in order to continue to perform services for such client and the Commission without compromising the interests of either. Should no agreement regarding modification be reached within a reasonable time thereafter, or should the prospective client refuse to agree to such modification, the Commission may terminate this Agreement immediately upon written notice to Contractor.

(b) <u>When Consent Is Given</u>. If and when the Commission has consented as provided above in this Section, Contractor shall use best efforts to avoid performance on behalf of the affected client that would in any manner undermine Contractor's effective performance of the terms of this Agreement. Contractor agrees to alert every prospective client for whom consent to a Conflict is required to the existence of the terms of this Section and to include language in its agreement with such client that will enable Contractor to comply fully with such terms.

(c) <u>Termination</u>. Failure to follow the procedures of this Section shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor. Additionally, the Commission may unilaterally and immediately terminate this Agreement upon written notice to Contractor 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.

39. HHAP 1.0 and HHAP 2.0 Non-Discrimination. In addition to non-discrimination requirements contained in Section 11 "California Equal Opportunity Requirements" of the General Provisions, Contractor 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 shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of California's laws against discriminatory practices relating to specific groups; the California Fair Employment and Housing Act (FEHA) (Government Code section 12990(a-f) et seq.), the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, sections 11135 - 11139.5). Contractors shall give written notice of their obligations under this clause to labor organizers with which they have a collective bargaining or other agreement.

40. <u>**HHAP 1.0 and HHAP 2.0 Drug-Free Workplace Certification.</u> In addition to requirements contained in Section 19 "Drug-Free Workplace" of the General Provisions, Contractor certifies under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:**</u>

- a. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or subcontractors for violations, as required by Government Code section 8355(a)(1).
- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Commission's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c. Provide, as required under Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of Commission's drug-free policy statement, and
 - ii. Will agree to abide by terms of Commission's condition of employment or subcontract.

41. HHAP 1.0 and HHAP 2.0 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.

42. <u>**HHAP 1.0 Inspections.</u>** In addition to requirements contained in Section 12 "Records" of the General Provisions, Contractor shall allow the City of San Diego and/or the Business, Consumer Services and Housing Agency for State of California to inspect the work performed under this Agreement to ensure the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, the HHAP MOU between the Commission and the City of San Diego, or the HHAP 1.0 Grant Agreement between the State of California and the City of San Diego which is attached hereto as Attachment G, and made part hereof.</u>

43. <u>**HHAP 1.0 Grant Agreement.</u>** Contractor agrees to abide by the terms of the HHAP 1.0 Grant Agreement.</u>

44. <u>**HHAP 1.0 and HHAP 2.0 Child Support Compliance Act.** Contractor acknowledges in accordance with Public Contract Code 7110, that:</u>

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.

45. **<u>HHAP 1.0 and HHAP 2.0 Conflict of Interest</u>.** In addition to requirements contained in Section 37 "Conflict of Interest; Disclosure of Economic Interests" of the General Provisions, Contractor is subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the Agreement being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the 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 a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

46. **<u>Reporting Requirements.</u>** 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 Contractor.

47. <u>Auditing.</u> In addition to requirements contained in Section 34 "Auditing Requirements" of the General Provisions, 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 2.0 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.

48. **HHAP 2.0 Inspection and Retention of Records.** In addition to requirements contained in Section 12 "Records" of the General Provisions, 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 2.0 program guidance document published on the State of California BCHS website, and this Agreement.

In accordance with HSC section 50220.5(1), 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.

49. <u>HHAP 2.0 Compliance with State and Federal Laws, Rules, Guidelines and</u> <u>Regulations.</u> In addition to requirements contained in Section 10 "Compliance with Laws and Policies" of the General Provisions, 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 2.0 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.

50. HHAP 2.0 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.

51. HHAP 2.0 Subrecipient Agreement

Contractor agrees to abide by the terms of the HHAP 2.0 Subrecipient Agreement between the State of California and the City of San Diego, which is attached hereto as Attachment H.

52. **HHAP 3.0 Funding Provisions.** The Commission anticipates that the sources of funds for the operation of the Program during Fiscal Year 2023 will include new grant funds from Round 3 of the California Homeless Housing, Assistance and Prevention Program ("HHAP 3.0"), which will be governed by an agreement (the "HHAP 3.0 Grant Agreement") between the City of San Diego and the California Business, Consumer Services, and Housing Agency and a subrecipient agreement (the "HHAP 3.0 Subrecipient Agreement") between the City of San Diego and the Commission. The Commission and Contractor agree that, upon receipt of copies of both the HHAP 3.0 Grant Agreement and the HHAP 3.0 Subrecipient Agreement in fully executed form, the Commission and Contractor shall execute an amendment to the General Provisions to incorporate all required terms contained therein. If Contractor refuses to execute such an amendment, the Commission shall have the right to immediately terminate this Agreement as set forth in these General Provisions. If approved funding is not received from the City of San Diego on or before the November 30, 2022, the Commission may terminate this Agreement immediately upon written notice to Contractor. The termination rights in this Section 17 shall be cumulative with the Commission's other termination rights under the Agreement and exercise of one such right shall not preclude or otherwise affect the Commission's right to exercise any other such right.

Attachment C Specifications/Scope of Work

1. PROGRAM OVERVIEW & OBJECTIVES

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

The Program supports the Community Action Plan on Homelessness for the City of San Diego (the "Action Plan"), a comprehensive 10-year plan that builds on recent progress, lays out short-term achievable goals, and serves as a guide for long-term success in addressing homelessness. The Action Plan identifies shelter interventions as critical entry points to the City's Crisis Response System, and necessary to facilitate permanent housing placements.

2. PROGRAM SITE LOCATION

Contractor will operate the Program at 202 C Street, San Diego, CA 92101 ("Program Site"). The Program will operate year-round ("Program Operating Schedule"). Security and residential staff will be onsite 24 hours per day, seven days per week, including City holidays.

3. ADMINISTRATIVE OFFICE LOCATION

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

4. PROGRAM DESCRIPTION

The Program will provide persons experiencing homelessness who have not been successfully diverted from the homeless assistance system, with shelter and diverse onsite supportive services, including but not limited to, stabilization and housing relocation services.

The Program will utilize a housing-focused model, in which all services provided by the Program are focused on supporting Program Clients' access to permanent or other longerterm housing as quickly as possible. The Program is intended to be a short-term solution to assist Program Clients in transitioning to the most appropriate longer-term or permanent housing resource.

The Program will utilize trauma-informed care, motivational interviewing and a harm reduction model. The Program will serve Program Clients in a welcoming and solutions-focused environment; the Contractor's corporate culture must support this environment and

be reflected in client interactions and within the daily operations of the Program. All services must be client-centered and easily accessible. Services must be evaluated for effectiveness and adherence to approved policies and procedures on a regular basis with course corrections implemented as necessary to maintain program fidelity.

The Contractor will adhere to all Regional Task Force on Homelessness (RTFH) performance standards and requirements in effect during the term of this Agreement¹. The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies.

5. TARGET POPULATION & PROGRAM ELIGIBILITY

a. Target Population

The Program will serve, single adult males, families with children and transition age youth (TAY) experiencing homelessness in the City.

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

The Program will participate in the City of San Diego's Coordinated Shelter Intake process.

b. INTENTIONALLY OMITTED

c. Program Eligibility

- i. Each Program Client will be:
 - Persons who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4)²;
 - Certified as homeless using HUD's preferred order of documentation (24 CFR §576.500(b)); third party certification is preferred; and

¹ Regional Task Force on Homelessness, <u>San Diego CoC Community Standards</u>, <u>https://www.rtfhsd.org/updates/updated-san-diego-coc-community-standards/</u> (last visited Jan. 21, 2022).

² HUD Exchange, Four Categories of the Homeless Definition, <u>https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/four-categories/</u> (last visited Jan. 21, 2022).

- 3. Adult male age 18 or older, family with children, or TAY ages 18 to 24.
- ii. In alignment with Housing First principles, examples of criteria that may <u>not</u> be used to determine Program eligibility and continued participation include, but are not limited to, the following:
 - 1. Sobriety and/or commitment to be drug-free;
 - 2. Requirements to take medication if the client has a mental illness;
 - 3. Participation in religious services or activities;
 - 4. Participation in drug treatment services, including Narcotics Anonymous (NA) or Alcoholics Anonymous (AA);
 - 5. Payment or ability to pay rent; nor
 - 6. Personal identification documents.

6. PROGRAM SERVICES

Contractor will ensure the following Program Client services are provided under this Agreement:

- a. Housing First program with low barriers to entry and operations;
- b. A formal shelter intake and move-in process, in a welcoming and solutions-focused environment, to include a review of required intake documents, terms of service, and guidelines for community living.
- c. Housing-focused program which aims to resolve Program Clients' homelessness as quickly as possible. Related services include, but are not limited to:
 - i. Determining diversion opportunities;
 - ii. Self-sufficiency needs assessment;
 - iii. Development of client housing plan, including stabilization strategies and client housing goals and objectives;
 - iv. Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate;
 - v. Assistance in locating safe and affordable permanent or other longer term housing including determining housing interventions and opportunities outside of CES;
 - vi. Completion of intakes, screenings, assessments, and case conferencing or other integral components of CES as established by RTFH community standards and policies;
 - vii. Assistance with housing applications and supportive and subsidized housing paperwork;

- viii. Advocacy for clients with prospective landlords;
- d. Basic shelter services, including but not limited to:
 - i. Appropriate 24-hour residential services and staffing;
 - ii. A maximum of 324 beds and other residential furnishings on the first floor of the Program Site and a maximum of 210 beds and other residential furnishings on the second floor of the Program Site;
 - iii. A minimum of two meals per day in compliance with all applicable health and safety regulations;
 - iv. Showers, wash stations, restrooms, laundry facilities and/or laundry services, and belongings storage for Program Clients;
 - v. Routine operating and client supplies, including but not limited to hygiene products, basic first aid supplies, and cleaning supplies;
 - vi. Telephone access and message services; and
 - vii. Regularly laundered linens.
- e. Coordination to support testing and vaccinations for communicable diseases.
- f. Outreach services:
 - i. Outreach efforts will align with the City's coordinated outreach approach, as directed by the City and/or Commission.
 - 1. Guidance will be provided by the Commission to ensure outreach efforts cover all necessary jurisdictions within the City and align with emerging best practices regarding service models, including street-based case management.
 - 2. The Contractor will participate in all oversight, coordinating efforts, policy and practice direction, and modifications to program design, including Program outcomes, as directed by the Commission.
 - ii. Contractor shall conduct outreach and engagement efforts in the geographic locations identified by the Commission with the goals of:
 - 1. Determining diversion opportunities;
 - 2. Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
 - 3. Make efforts to maintain contact with known individuals as frequently as possible to foster deeper engagement and linkage to community resources and longer-term and permanent housing options as frequently as possible;

- 4. Addressing basic needs, including but not limited to, access to food, clothing, and safety;
- 5. Access to shelter, through participation in the Coordinated Shelter Intake process;
- 6. Access to housing-focused street-based case management services, including but not limited to:
 - a. Development of Program Client housing plan, including stabilization strategies and client goals and objectives;
 - b. Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social services agencies, as appropriate;
 - c. Assistance in locating safe and affordable permanent or other longer term housing, including determining housing interventions and opportunities outside of CES;
 - d. Completion of intakes, screenings, assessments, and case conferencing or other integral components of CES as established by RTFH community standards and policies;
 - e. Assistance with housing applications and supportive/subsidized housing paperwork.
- 7. Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate; and
- 8. Maintaining documentation of outreach efforts and clients' choice to accept or refuse resource referrals/opportunities, in a form and format determined by the Commission or as established by RTFH community standards and policies.

7. SYSTEM COORDINATION

a. Homeless Management Information System (HMIS)

- i. Contractor must enter and maintain data in the RTFH-approved HMIS³.
- ii. Contractor must comply with all HMIS policies and procedures in effect during the term of this Agreement, as identified by RTFH, including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.

³ Regional Task Force on Homelessness, Homeless Management Information System (HMIS), <u>https://www.rtfhsd.org/about-coc/homeless-management-information-system-hmis/</u> (last visited Jan. 21, 2022).

iii. Contractor agrees to grant access to all data related to the Program in the RTFH-approved HMIS to all appropriate Commission staff for purposes of data analysis, compliance monitoring, and performance monitoring.

b. Coordinated Entry System (CES)

- i. CES is designed to identify the most vulnerable households experiencing homelessness in the region and prioritize and connect them to available community housing resources with as few barriers as possible.
 - 1. All programs providing services to persons experiencing homelessness have a role in CES.
 - 2. The CES process includes access, assessment, homeless response system navigation, prioritization, referral to appropriate housing resources, and placement.
- ii. Contractor will participate in CES as established by RTFH and in alignment with RTFH policies and procedures⁴ in effect during the term of this Agreement, including but not limited to:
 - 1. Attendance at required trainings and CES alignment meetings;
 - 2. Adherence to the progressive engagement process to remedy a current housing crisis as quickly and efficiently as possible;
 - 3. Use of diversion conversations throughout all stages of engagement with Program Clients;
 - 4. Participation and data entry in the Homeless Management Information System (HMIS), including applicable data elements related to the CES process, as established by RTFH;
 - 5. Participation in case conferencing; and
 - 6. All permanent housing Programs must receive referrals and fill Program vacancies through CES; any exception to this requirement must be reviewed and approved by the Commission.

c. Coordinated Shelter Intake

The Program must participate in the Coordinated Shelter Intake process administered by the Commission.

⁴ Regional Task Force on Homelessness, <u>Coordinated Entry System Policies & Procedures</u>, <u>https://www.rtfhsd.org/wp-content/uploads/RTFH-2021-Revised-CES-Policies-and-Procedures-final.docx.pdf (last visited Jan. 21, 2022).</u>
d. Youth Homelessness Demonstration Program (YHDP)

- i. To support the efforts of the RTFH and the YHDP Coordinated Community Plan⁵, to provide more accessibility to mainstream programs for Transitional Age Youth (TAY) experiencing homelessness, Contractor staff must participate in trainings related to youth-specific service delivery, when and as determined by the Commission.
- ii. In accordance with the YHDP Coordinated Community Plan, Contractor must 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.

e. 2-1-1 San Diego Participation

- i. The Contractor must list the Program along with relevant Program details and services in the 2-1-1 San Diego database.
 - 1. In order to remain compliant with this requirement, the Contractor must have updated and/or approved the Program service listing in the 2-1-1 San Diego database within 60 days of execution of this agreement.
 - 2. Significant changes to the Program, including but not limited to contact information, the referral process, or hours of operation, must be updated in the 2-1-1 San Diego database within 30 days of the change.
- ii. To verify the Program is listed or for more information on how to apply for inclusion, please visit http://211sandiego.org/for-agencies.

f. Community Information Exchange (CIE)

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

⁵ Regional Task Force on Homelessness, <u>Coordinated Community Plan to End Youth</u> <u>Homelessness</u>, <u>https://www.rtfhsd.org/wp-content/uploads/2019/03/YHDP-CCP-</u> <u>Introduction.pdf</u> (last visited Jan 21, 2022).

8. PROGRAM STANDARDS

a. Program Policies and Procedures

- i. Contractor must submit complete policies and procedures, as set forth herein, to the Commission for review within 90 calendar days of Agreement effective date, and annually thereafter for any option period which may be exercised by the Commission in its sole discretion.
 - 1. The Commission will conduct review of policies and procedures for all minimum components identified below and will endeavor to provide technical assistance for ongoing improvement and modifications based on Program Client feedback, outcomes, and best practices.
 - a. The Commission may request to review the Program's current policies and procedures, in whole or in part, at any time during the term of this Agreement, and Contractor must submit any requested documents to the Commission within 15 calendar days of request; and
 - b. The Commission reserves the right to request changes to Program policies and procedures throughout the term of the Agreement.
 - 2. Contractor must review policies and procedures each option year if exercised by the Commission in the Commission's sole discretion to ensure continued alignment with national and regional best practices and standards.
 - 3. Policies and procedures submitted to the Commission should be organized and include a table of contents outlining all content and a revision history table outlining changes to any previously submitted policies and procedures, including the effective date and general description of the revision.
- ii. Program policies and procedures must include, at a minimum, the following components:
 - 1. Program design as it relates to the target population and surrounding community that:
 - a. Is grounded in Housing First principles, harm reduction, trauma-informed care, diversion strategies, and cultural competency best practices;
 - b. Is in alignment with all fair housing, non-discrimination, and equal opportunity regulations and best practices in effect during the term of this Agreement;

- c. Includes a description for how internal and external resources and partnerships are utilized to maximize Program Client services;
- 2. Service description and delivery method for all services outlined under Section 6 "Program Services";
- 3. Processes for verifying and documenting homelessness in alignment with HUD's recordkeeping and reporting requirements⁶. Policies/procedures should include, at a minimum, the following:
 - a. Process for verifying homelessness at intake while ensuring lack of third-party documentation is not a barrier to Program entry;
 - b. HUD's definition of homeless⁷ and chronic homelessness⁸;
 - c. Identification of the categories of homelessness that apply to the Program;
 - d. List and examples of documentation accepted by HUD to verify homelessness, with HUD's preferred order of verification identified;
 - e. Method for obtaining acceptable forms of documentation to verify homelessness; and
 - f. Process to obtain any outstanding third-party verifications when unable to obtain prior to Program enrollment;
- 4. Housing First Fidelity:
 - a. Description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles;

⁶ HUD Exchange, Documentation Requirements, <u>https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/four-categories/documentation-requirements/ (last visited Jan. 21, 2022); Criteria and Recordkeeping Requirements for Definition of Homelessness, <u>https://www.hudexchange.info/resource/1974/criteria-and-recordkeeping-requirements-for-definition-of-homeless/ (last visited Jan. 21, 2022)</u>.</u>

⁷ HUD Exchange, Four Categories of the Homeless Definition, <u>https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/four-categories/</u> (last visited Jan. 21, 2022).

⁸ HUD Exchange, Definition of Chronic Homelessness, <u>https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/definition-of-chronic-homelessness/</u> (last visited Jan. 21, 2022).

- b. The Program utilizes an approach to quickly and successfully connect Program Clients to permanent housing without preconditions and barriers to entry;
- c. The Program offers supportive services to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined case plan or treatment goals prior to permanent housing entry;
- d. The Program does not:
 - i. Require personal identification documents;
 - ii. Require a minimum level of income, payment or ability to pay;
 - iii. Screen out for substance use;
 - iv. Screen out for criminal record except as mandated by Federal, State, or local regulations;
 - v. Screen out persons with history of victimization (encompasses instances of domestic violence, dating violence, sexual assault, stalking, and human trafficking);
 - vi. Screen out for findings on credit report, such as bankruptcies or evictions;
 - vii. Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income;
 - viii. Require Program Clients to take medication if the Program Client has a mental illness; nor
 - ix. Require participation in religious services or activities;
- 5. Program Client Service Agreement/Terms of Service which includes, at a minimum:
 - a. Reference to violations that lead to immediate termination of Program Clients; and
 - b. Rights of Program Clients, to include, at a minimum, the following rights:
 - i. To have all rights, responsibilities and program guidelines explained in the Program Client's preferred language, directly or through interpretation or translation;

- To receive services without harassment or unjust discrimination on the basis of race, color, creed, age, gender, sexual orientation, religion, disability or nationality or any other protected class;
- iii. To be treated fairly, with courtesy and respect;
- iv. To have all personal information kept confidential unless released by a signed consent or mandated by law to report;
- v. To have privacy when exchanging personal information;
- vi. To have access to, or copies of, information contained in the Program Client's case file;
- vii. To have freedom from all types of abuse, exploitation, retaliation, humiliation, harassment and neglect; and
- viii. To request reasonable accommodation and to receive services per federal and state fair housing laws, and Section 504 of the Rehabilitation Act of 1973;
- 6. Contraband control and confiscation policy;
- 7. Program Client grievance policies and procedures, including appeals process;
- 8. Program Client confidentiality/privacy policy, including but not limited to:
 - a. Release of information (ROI) form(s); and
 - b. Notice of Contractor's privacy practices or confidentiality policy to be provided to Program Clients;
- 9. Program termination policies, including but not limited to:
 - a. Policies and procedures for documenting progressive discipline prior to termination for violations of terms of service; and
 - b. Procedures for Program Client appeals to termination for violations of terms of service/service agreement;
- 10. Critical incident reporting policies and procedures;
- 11. INTENTIONALLY OMITTED;
- 12. Biohazard waste policies and procedures;
- 13. Limited English Proficiency (LEP) or language access plan;

- 14. Reasonable Accommodation requests, modifications, and appeals including, at a minimum:
 - a. Process for Program Clients to request a Reasonable Accommodation;
 - b. Procedure for evaluating, tracking, and processing requests;
 - c. Procedure for informing the Program Client of the decision;
 - d. Procedure for Program Client appeals; and
 - e. Notification of final determination;
- 15. Mandated reporting procedures for all mandated reporting categories, including but not limited to, protected classes, dependent adults, adults over age 65, and minors under age 18;
- 16. Educational Assurances for minor children served by the Program⁹;
- 17. Service and assistance animals (including therapy animals, companion animals, and emotional support animals) policies and procedures;
- 18. Non-discrimination and equity assurance policies and procedures;
- 19. Record management and retention policies and procedures which are in compliance with the requirements of this Agreement;
- 20. Policy for connecting households/individuals with appropriate resources when the household/individual requesting Program services is outside of the Program's target population;
- 21. INTENTIONALLY OMITTED;
- 22. INTENTIONALLY OMITTED;
- 23. INTENTIONALLY OMITTED; and
- 24. INTENTIONALLY OMITTED.

b. Public Health

i. Contractor is responsible for implementing business practices in compliance with state and/or local public health guidelines to prevent the spread of communicable diseases.

⁹ San Diego County Office of Education, <u>Toolkit: McKinney Vento Overview</u>, <u>http://www.sdcoe.net/student-services/student-</u> <u>support/Documents/02%20MV%20Online%20Toolkit%20Overview.pdf</u> (last visited Jan. 21, 2022).

- ii. Contractor is responsible for notifying Program Clients to follow all public health guidelines of the Program and any public health orders in effect during the term of this Agreement while accessing Program services.
- iii. Contractor shall provide any information or data requested by the Commission deemed necessary to coordinate a response to public health concerns or emergencies.

c. Program Staffing

- i. Nothing herein shall be interpreted to result in or conclude that the Commission is a joint employer with the Contractor.
- ii. Contractor must ensure that Program staff adhere to all national and regional best practices and standards for service delivery and communications/engagement with Program Clients, including, but not limited to:
 - 1. Housing First best practices, including but not limited to, Harm Reduction;
 - 2. Diversity and cultural competency;
 - 3. Trauma Informed Care;
 - 4. Case Management best practices, including but not limited to:
 - a. Motivational Interviewing; and
 - b. Progressive Engagement; and
 - 5. Fair housing.
- iii. Contractor's job descriptions for Program staff funded under this Agreement must align with local and national best practices for delivery of all Program services to be provided pursuant to this Agreement. The Commission may request to review the Program's current job descriptions for any Program staff funded under this Agreement, at any time during the term of this Agreement. Contractor must submit any requested documents to the Commission within 15 calendar days of request.
- iv. The Commission may request, at any time during the term of this Agreement, that the Contractor certify in writing to the Commission that Contractor's Program staff possess the appropriate level of job skills and job knowledge to provide all Program Services, as described herein, pursuant to this Agreement. Contractor must submit any requested documents to the Commission within 15 calendar days of request.
- v. Contractor must notify the Commission of any staffing changes adversely impacting the administration of the Program or the Contractor's ability to deliver services and/or maintain a safe and sanitary Program Site.

- vi. Contractor must ensure all staff and on-site volunteers complete mandated reporting training, as referenced herein, according to state guidelines for general and profession-specific requirements.
- vii. Contractor must ensure all Program staff receive training on the Program's emergency preparedness plan, as referenced herein;
- viii. In the event volunteers perform any activities described in this Agreement:
 - 1. Volunteers are expected to adhere to all national and regional best practices and standards for service delivery and communications/engagement with Programs; and
 - 2. Contractor must maintain written records related to volunteer activities.

d. Critical Incidents

Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred, in a form, format, and manner approved by the Commission. 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.

e. Program Client Engagement in Service Delivery and Program Design

i. Program Client Satisfaction

- 1. Contractor must maintain a mechanism for:
 - a. Collecting and evaluating Program Client feedback, including coordination with the Commission for implementation of any system-wide methods such as the Pulse For Good program; and
 - b. Incorporating Program Client feedback into service delivery and program design;
- 2. Contractor must provide quarterly reporting to the Commission of Program Client feedback summarizing method of data collection used during the reporting period, the assessment of the data, and how the findings were incorporated into service delivery and Program design.

ii. Program Client Representation on Board

Contractor agrees to coordinate and provide Program Client access to evaluation of the Program services through participation in a Program advisory group or as a client member of the Contractor's Board of Directors as required by all applicable regulations associated with the funding provided under this Agreement¹⁰, or to the extent possible if not required by any regulation associated with funding under this Agreement.

- f. Program Records
 - i. All Contractor files pertaining to personal Program Client information must remain confidential and kept in a locked file cabinet. All computer files must be password accessible only.
 - ii. The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.
 - iii. INTENTIONALLY OMITTED

9. PROGRAM SITE MANAGEMENT AND SECURITY

a. Program Site Management

- i. INTENTIONALLY OMITTED.
- ii. Contractor must designate a point-of-contact who is available 24 hours a day, seven days a week, to address issues that may arise at the Program Site.
- iii. Contractor must report all suspected criminal activity to law enforcement.
- iv. Contractor must notify the City's Environmental Services Department (ESD) through the City's "Get It Done" reporting system as soon as possible to address abandoned personal property and/or biohazard materials on public property within the immediate vicinity of the Program Site.
- v. Contractor is responsible for managing the Program Site and ensuring that the Program Site is operated in a safe condition.
 - 1. It is not anticipated that any work performed under this Agreement will trigger state and/or prevailing wage requirements. References herein to the performance of maintenance and repair services are not indicative of such services being actual deliverables.
 - 2. Contractor acknowledges that Commission does not perform repetitive and frequent inspections of the Program Site, and Commission relies on Contractor to alert the Commission 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.
 - 3. Contractor shall indemnify and defend, with counsel of Commission's choosing, for all claims, liability, expenses, actions,

¹⁰ For Programs receiving Continuum of Care (CoC) funds, see CoC Interim Rule 24 CFR § 578.75(g); for Programs receiving Emergency Solutions Grant (ESG) funds, see Emergency Solutions Grant Program regulation 24 CFR § 576.405 Subpart E – Homeless Participation.

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.

- 4. Nothing herein shall make Commission liable for the care or maintenance of the Program Site.
- vi. Contractor must provide:
 - 1. Janitorial services which include cleaning and keeping the premises in orderly condition. Duties may involve minor maintenance services as defined by the Service Contract Act (SCA) Directory of Occupations, section 11000, General Services and Support Occupations;
 - 2. Waste removal and disposal services; and
 - 3. Utilities.

b. Program Site Security

- i. Contractor must provide 24-hour security to ensure a safe environment at the Program Site for Program Clients, volunteers, and others who may come in contact with the Program Site.
- ii. Security and safety measures include, but are not limited to:
 - 1. Security staffing plans, including any recommendations made by SDPD, if applicable, to include at a minimum:
 - a. Control of access to all ingress/egress points, and monitoring of the perimeter and interior of the Program Site;
 - b. Utilizing appropriate de-escalation techniques as necessary;
 - c. Enforcing no smoking rules;
 - d. Reporting any emergency situations to the fire and/or police department, directing persons to the exits, and directing emergency responders to incident locations;
 - 2. Staff must be trained on all emergency protocols, including how to alert and evacuate all persons in the event of a fire or other emergency;
 - 3. Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage; and
 - 4. All security staff, whether employed by the Contractor or staffed through a third-party vendor, must be trained on the following:
 - a. Cultural competency to best serve the target population;

- b. All public health and infectious disease prevention safety measures in effect during the term of the Agreement;
- c. The Program's terms of service; and
- d. Critical incident reporting.

c. Emergency Preparedness

- i. Contractor must maintain an emergency preparedness plan ("Emergency Plan") in effect throughout the term of the Agreement. Contractor must:
 - 1. Provide a copy of the Emergency Plan to the Commission within 90 days of Agreement effective date;
 - 2. Review the Emergency Plan at the midpoint of the Agreement term, and at the midpoint of the term of each option year thereafter if exercised by the Commission in the Commission's sole discretion; and
 - 3. Provide a revised Emergency Plan to the Commission within 15 calendar days of implementing any revisions to the Emergency Plan.
- ii. The Emergency 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 and compliance with Fire Marshal inspections and recertifications as needed.
 - 5. Emergency procedures for the following events:
 - a. Fire;
 - b. Earthquake;
 - c. Flood;

- d. Wildfire;
- e. Tsunami;
- f. Gas leak;
- g. Power outage;
- h. Medical emergencies; and
- i. Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations
- 6. Locations of emergency equipment and supplies, posted/displayed at the Program Site at all times.
- 7. Locations of utility and sprinkler shutoffs, posted/displayed at the Program Site at all times.
- 8. Annual training on the Emergency Plan for all staff working at the Program Site.

d. Community Engagement

- i. Contractor must maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Program Site, including but not limited to:
 - 1. Methodologies for maintaining a clean and safe environment;
 - 2. Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
 - 3. Providing opportunities for electronic and/or written community feedback; and
 - 4. Demonstrates community input has been reviewed and incorporated into operations plan, as appropriate.
- ii. Contractor must provide quarterly reporting to the Commission on community engagement efforts, as described in Contractor's Community Engagement/Good Neighbor Plan.
- iii. Contractor must attend meetings with community and other neighborhood groups as directed by the Commission.

10. MONITORING AND IMPROVEMENT ACTIVITIES

- a. Contractor must actively participate in compliance, performance monitoring, and improvement activities administered by the Commission.
- b. 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. The Commission will make every effort to preschedule these visits, but that may not always be possible.

- c. Attendance is required at the Commission's Fiscal Year Kickoff Workshop.
- d. Contractor must participate in community-wide training(s) offered by the Commission or RTFH.
- e. Contractor must 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.

11. MATCH AND LEVERAGE/IN-KIND COMMITMENTS

Contractor must provide summary documentation of any matching funds, leveraged, or inkind resources used to enhance Program services and operations within 30 days following the end of the Agreement term.

12. PROGRAM OUTCOMES

- a. All Program progress must be documented to the Commission through monthly or quarterly and term-end reports in a form, format, and submission timeline determined by the Commission and/or the City. Delays in responding to inquiries from the Commission regarding monthly and term-end reports may result in an action of noncompliance.
- b. INTENTIONALLY OMITTED.
- c. If stated benchmarks are not met, Contractor may be required to submit a corrective action plan in a form and format determined by the Commission.
- d. The Commission reserves the right to modify or add new performance metrics during the Agreement term.
- e. For the Agreement term, Contractor must use good faith efforts to accomplish the following primary Program outcomes and targets:

BRIDGE SHELTER		
PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Persons Served	Persons Served	Reporting Only
reisons served	Occupancy Rate	At least 95%

BRIDGE SHELTER		
PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
	# of Persons Exiting the Program monthly	Reporting Only
	Client Demographics	Reporting Only
	Exits to Permanent Housing	At least 26%
	Exit to Other Longer-Term Housing ¹¹	Reporting Only
Exits	Exits due to violation of terms of Service (involuntary exit)	Less than 15%
	Exits to Places Not Meant for Habitation & No Exit Interview Completed	Reporting Only
	Average Length of Stay for All Persons Exiting the Program	Reporting Only
Length of Stay	Average Length of Stay for Persons Exiting the Program to Permanent Housing	135 days or less
	Average Length of Stay for All "Stayers" in the Program	Reporting Only
Housing Stability	Returns to Homelessness	Reporting Only
Improved Self- Sufficiency	% of Adults who maintained or increased earned income from start to exit	Reporting Only

¹¹ "Other Longer-Term Housing" includes the following destinations: transitional housing; staying or living with family or friends, temporary tenure; safe haven; host home (non-crisis); foster care home or group foster care home; substance abuse treatment facility or detox center; long-term care facility or nursing home; and residential project or halfway house with no homeless criteria.

BRIDGE SHELTER		
PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
	% of Adults who maintained or increased any income (i.e., total income) from start to exit	Reporting Only
	% of Adults with non-cash benefits at Exit	Reporting Only
	% of Persons with Health Insurance at Exit	Reporting Only

OUTREACH		
PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Persons/Households	# of Persons Served	Reporting Only
Served	Average Case Load Size	Reporting Only
Drogram Client	% of Enrollments that are converted to Engagements	Reporting Only
Program Client Engagement ¹²	Average length of time between client enrollment and engagement	Reporting Only
Exits	Exits to a successful destination as defined by HUD System Performance Measure 7a	At least 27%

¹² "Engagement" occurs when an interactive client relationship results in a deliberate client assessment or beginning of a case plan. The Date of Engagement should be entered into HMIS on the date that the client has been engaged by the outreach worker; it is possible, and may be appropriate, for an outreach enrollment to be closed without the client becoming engaged. See https://www.hudexchange.info/programs/hmis/hmis-data-standards/HMIS_Data_Entry.htm.

	OUTREACH		
PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET	
	(Successful Placement from Street Outreach) ¹³		
	Exits to Permanent Housing	Reporting Only	
	Exits to Other Longer-Term Housing ¹⁴	Reporting Only	
	Exits to Shelter	Reporting Only	
	Average Length of Enrollment for Exits to Permanent Housing, Other Longer-Term Housing, and Shelter	Reporting Only	
	# of Services Provided by Type	Reporting Only	
	# of Resource Referrals Provided by Type	Reporting Only	
System Coordination	# of Clients assisted in obtaining personal identification documents and/or Social Security Card	Reporting Only	

¹³ "Successful Placement from Street Outreach" includes exits anywhere except the following: place not meant for habitation; jail, prison, or juvenile detention facility; deceased; no exit interview completed; client refused; data not collected; and other. See https://files.hudexchange.info/resources/documents/System-Performance-Measure-7-Explanatory-Note-for-Measures-7A-and-7B.pdf.

¹⁴ "Other Longer-Term Housing" includes the following destinations: transitional housing; staying or living with family or friends, temporary tenure; safe haven; host home (non-crisis); foster care home or group foster care home; substance abuse treatment facility or detox center; long-term care facility or nursing home; and residential project or halfway house with no homeless criteria.

13. REQUESTS FOR REIMBURSEMENT (RFR)

- a. Contractor must complete monthly RFR submittals, including all required supporting documentation, in a form and format determined by the Commission and/or the City, no later than the 15th day of the month after each reporting period, irrespective of the day of the week when the 15th falls.
 - i. Contractor is subject to all supporting documentation requirements described in the City's Economic Development Department (EDD) 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.
 - ii. Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.
 - iii. 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 endeavor 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.

14. REVERSION

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

15. MEDIA/COMMUNICATIONS

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

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

16. CLOSE-OUTS

- a. Upon the Program closing date, Contractor must:
 - i. Return all equipment, less normal wear associated with operating the Program, to a storage site identified by the Commission or City and remove all such items from the Program Site and/or the Program's administrative office; and
 - ii. Return the Program Site to the same condition as received.
- b. Contractor is responsible for completing and submitting a close-out packet with information including but not limited to total number of Program Clients housed, Program accomplishments, demographics, and financial summary of award for each applicable funding source.
- c. Contractor's obligation to Commission does not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to:
 - i. Making final payments;
 - ii. Disposing of Program assets as set forth herein, including the return of all unused materials, Program income balances, and accounts receivable to the Commission; and
 - iii. Determining the custodianship of records.

17. COVID-19 EMERGENCY RESPONSE

- a. Contractor shall comply with the requirements of Section 8.b of this Attachment C.
- b. Services provided under this Agreement may include the provision of services at other sites as deemed necessary or appropriate by the City of San Diego and directed by the Commission to best serve Program Client needs under County, State or Federal directions or restrictions related to mitigating the spread of COVID-19.
- a. While operating under COVID-19 emergency response activities, the number of beds/units and/or individuals/households the Contractor is expected to support under the current detailed staffing numbers and related expenses as reflected in the approved budget, may be modified based on the Contractor's, the City's, and the City's enlisted partners ability to logistically support Program services and activities.

Attachment D Compensation Terms

For each fiscal year (July 1st of a given year through June 30th of the following year), the parties shall agree upon a detailed budget (each, a "Budget"), which shall be deemed incorporated herein by inclusion of a summary of each such Budget below or via amendment of this Agreement. Adjustments to any Budget shall be made pursuant to an administrative review and approval process and acknowledged by Contractor in writing. In no event shall any such adjustment to a Budget be construed to result in an increase to the total amount of the Budget as originally agreed by the parties, and no compensation shall be authorized in excess of the maximum compensation specified in the Agreement, as amended from time to time.

Contractor shall submit all invoices and requests for reimbursements in compliance with each applicable Budget, as amended from time to time in accordance with the foregoing paragraph.



SAN DIEGO HOUSING COMMISSION SUBRECIPIENT PROJECT BUDGET SUMMARY

Fiscal Year: 2023 Project Name: Golden Hall Bridge Shelter (1st & 2nd Floor) Provider Name: Father Joe's Villages Total Funding Amount: ^{*}\$ 10,458,046.00

SPENDING CATEGORIES	HHAP 1.0	HHAP 2.0	HHAP 3.0	TOTAL PROJECT BUDGET
PERSONNEL EXPENSES (PE)	\$ 2,745,381.00	\$ 292,346.00	\$ 1,290,030.00	\$ 4,327,757.00
NON-PERSONNEL EXPENSES (NPE)	\$ 3,902,905.00	\$ 558,254.00	\$ 1,669,130.00	\$ 6,130,289.00
ADMINISTRATION				\$-
TOTAL BUDGET	\$ 6,648,286.00	\$ 850,600.00	\$ 2,959,160.00	\$ 10,458,046.00

Attachment E Prevailing Wage Attachment (If Applicable)

Not applicable

Attachment F City of San Diego Provisions

1. **Definitions for City of San Diego Provisions**. For purposes of the Agreement, the following terms, when capitalized, shall have the following meanings, unless the context clearly requires otherwise:

(a) "City Operating Manual" means that certain Operating Manual of the Community Development Division of the Economic Development Department of the City, as the same may be amended, supplemented, or superseded from time to time.

(b) "Equal Employment Opportunity Plan" or "EEOP" has the meaning ascribed thereto by Section 10.

(c) In addition to the definition specified by the Agreement, "Inspecting Agency" shall also mean the City and its duly authorized representatives.

(d) In addition to the definition specified by the Agreement, "Project Records" shall also mean all records required to be maintained pursuant to the City Operating Manual.

(e) "Work Force Report" means the City's form entitled "Work Force Report," currently the City's form number BB05, as the same may be amended, updated, or superseded by the City from time to time.

2. <u>City's Equal Opportunity Requirements</u>. During the performance of this Agreement, Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state, and federal equal opportunity programs.

(b) Each month, Contractor will report to the Commissions all payments made to all vendors by month, contract to date, and percentage of overall contract value.

(c) Contractor and each of its subcontractors, if any, shall (a) submit a Work Force Report to the Commission, (b) submit an "Equal Employment Opportunity Certification of Compliance" to the Commission using the Commission's approved form, and (c) comply with all other applicable equal opportunity requirements specified below.

(d) Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this Subsection shall be considered a material breach of this Contract and may result in termination thereof, debarment, or other sanctions.

(e) If any underrepresentation is found after submission of Contractor's Work Force Report as required above, the Commission may require Contractor in writing to submit an "Equal Employment Opportunity Plan" ("EEOP"). Thereafter, Contractor will be required to submit to the Commission an acceptable EEOP to correct underrepresented categories within thirty (30) days. Once the EEOP has been approved by the Commission, the Contractor must adhere to the EEOP. If the term of this Agreement, as extended from time to time, exceeds one (1) year, Contractor will be required to submit updated Work Force Reports each year, and, as requested by the Commission, an updated EEOP.

(f) Upon the Commission's request, Contractor agrees to provide to the Commission, within sixty (60) calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this Subsection shall be considered a material breach of this Contract and may result in termination thereof, debarment by the City, and other sanctions.

(g) In each subcontract approved by the Commission for the performance of this Agreement, Contractor shall include the language of Subsection (d), with appropriate modifications for nomenclature.

(h) Failure to comply with this Section or submitting false information to any governmental authority pursuant hereto may result in penalties provided for by local, state, and federal law. In addition, Contractor may, at the election of the Commission, be debarred from participating in Commission projects for not less than one (1) year.

3. <u>City's Local Business and Employment Policy</u>. Contractor acknowledges and understands that the Commission and the City seek to promote employment and business opportunities for local residents and firms in all contracts with the Commission or the City. Contractor shall to the extent reasonably possible, solicit applications for employment as well as bids and proposals for subcontracts for work associated with this Agreement from residents and firms located in the City, as opportunities occur. Contractor shall hire and contract with qualified residents and firms located in the City whenever reasonably possible.

4. <u>City's Equal Benefits Ordinance</u>. Contractor acknowledges and understands, and certifies that it will comply with, the following: Except as otherwise provided by San Diego Municipal Code section 22.4308, Contractor shall provide equal benefits to its employees with spouses and its employees with domestic partners and shall not discriminate in the provision of such benefits on the basis of the gender or sexual orientation of such spouses and domestic partners. Contractor shall notify its employees of its equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees: "During the performance of a contract with the San Diego Housing Commission, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners." Upon written request, Contractor shall provide evidence of

compliance with this Section to the Commission. Contractor's failure to comply with this Section 13 shall be deemed a material breach of the Agreement.

5. <u>**City's Living Wage Ordinance**</u>. Contractor shall comply with the provisions of the City's Living Wage Ordinance, codified in sections 22.4201 through 22.4245 of the San Diego Municipal Code.

6. <u>**City's Americans with Disabilities Act Policy**</u>. Contractor shall comply with the City's Council Policy 100-4, which provides that Contractor certifies that it will abide by the following requirements:

(a) Contractor may not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

(b) No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of services, programs, or activities by Contractor.

(c) Contractor shall post a statement addressing the foregoing requirements in a prominent place where Contractor performs its services under this Contract.

(d) Contractor shall ensure that the terms contained in Subsections 6 through (b) are included in each subcontract. Contractor and its subcontractors shall be responsible for the administration of their own respective Americans with Disabilities Act employment programs.

Attachment G HHAP 1.0 Grant Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES			
STANDARD AGREEMENT	AGREEMENT NUMBER	PURCHASING AUTHORITY NUMB	ER (If Applicable
STD 213 (Rev. 03/2019)	20-HHAP-00099		
1. This Agreement is entered into between the Contracting Ag	gency and the Contractor named below:		
CONTRACTING AGENCY NAME			
Business, Consumer Services, and Housing Agency			
CONTRACTOR NAME			
City of San Diego			
2. The term of this Agreement is:			
START DATE			5
Upon BCSH Approval			
THROUGH END DATE			
06/30/2025			
3. The maximum amount of this Agreement is:			
\$22,491,840.12			
The parties agree to comply with the terms and conditions of	of the following exhibits, which are by th	is reference made a part of the Agre	ement.
Exhibits	Title		Pages
Exhibit A Scope of Work			1-6
Exhibit B Budget Detail and Payment Provisions			7-11
Exhibit C Homeless Coordinating and Financing	g Council Terms and Conditions		12-21
+ Exhibit D Special Terms and Conditions			22
+ Exhibit E* General Terms and Conditions			23
terns shown with an asterisk (*), are hereby incorporated by referen These documents can be viewed at <u>https://www.das.ca.gov/OLS/Re</u> N WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTE	sources	toched hereto.	
N WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTE			
CONTRACTOR NAME (If other than an individual, state whether a corpo	CONTRACTOR		
City of San Diego	ration, partnersnip, etc.)		
CONTRACTOR BUSINESS ADDRESS	CITY	STA	TE ZIP
202 C Street, MS 9A	San D	iego CA	92101
PRINTED NAME OF PERSON SIGNING	TITLE	0	
CONTRACTOR AUTHORIZED SIGNATURE		Pcoo	
	DATE S	GNED 4 /28 /2020	

Page 1 of 2

STANDARD AGREEMENT STD 233 (Rev. 03/2019)	AGREEMENT NUM		UTHORITY NUMBER (IF	(pplicable)
	STATE OF CALIFORNIA			
CONTRACTING AGENCY NAME Business, Consumer Services, and Housing Agency	,			
CONTRACTING AGENCY ADDRESS 915 Capitol Mall, Suite 350A		CITY Sacramento	STATE	ZIP 95814
PRINTED NAME OF PERSON SIGNING Lourdes Castro Ramírez		TITLE Secretary		
		DATE SIGNED	20	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		

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City of San Diego 20-HHAP-00099 Page 1 of 23

Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT A SCOPE OF WORK

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability ("NOFA") to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a continuum of care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1) – (8).

N 28 2020

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT A SCOPE OF WORK

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

(a) "Agency" means the Business, Consumer Services and Housing Agency.

(b) "Applicant" means a continuum of care, city, or county.

(c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

(d) "Continuum of care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "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.

(f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

(h) "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.

(i) "Homeless Management Information System" 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

Homeless Housing, Assistance and Prevention Program NOFA Date: December 6, 2019

City of San Diego 20-HHAP-00099 Page 3 of 23

Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT A SCOPE OF WORK

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.

(j) "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. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "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.

 (I) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Homeless Housing, Assistance and Prevention Program NOFA Date: December 6, 2019

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT A SCOPE OF WORK

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges, in the amount of six hundred fifty million dollars (\$650,000,000).

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP 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 obligate the funds by the same statutory deadlines.

"Grantee" means the continuum of care, city, or county that has entered into contract with the Business, Consumer Services and Housing Agency and is receiving HHAP funding.

Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50219, subdivision (c)(1) - (8), and any other applicable laws. Eligible uses include the following:

- A. Rental assistance and rapid rehousing.
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
- D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT A SCOPE OF WORK

- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing.
- H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - The number of available shelter beds in the city, county, or region served by a continuum of care.
 - ii. Shelter vacancy rate in the summer and winter months.
 - iii. Percentage of exits from emergency shelters to permanent housing solutions.
 - iv. A plan to connect residents to permanent housing.

5. Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of San Diego
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA 95814	202 C Street, MS 9A San Diego, CA 92101
CONTRACT MANAGER	Amber Ostrander	Kimberlee Zolghadri 20-HHAP-00099
PHONE NUMBER:	916-651-7995	619-236-6213
EMAIL ADDRESS:	Amber.Ostrander@bcsh.ca.gov	kzolghadri@sandiego.gov

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT A SCOPE OF WORK

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at <u>hcfc@bcsh.ca.gov</u>. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- B. Contractual Obligation:
 - Grantees that are counties must contractually obligate 100 percent of their full program allocations on or before May 31, 2023.
 - Grantees that are cities or continuums of care must contractually obligate no less than 50 percent of program allocations on or before May 31, 2023.

Cities or continuums of care that contractually obligate less than 50 percent or program allocations after May 31, 2023 are subject to an alternative disbursement plan as required under (Health & Safety Code, § 50220, subdivision (a)(4)(B).

- C. Full Expenditure of HHAP Grant Funds
 - All HHAP grant funds (100 percent) must be expended by June 30, 2025. Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (e).)

7. Special Conditions

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail & Changes

The Grantee agrees that HHAP funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP funds on eligible activities as detailed in the annual budget submitted with the Grantee's approved application. The Grantee shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of HHAP funds.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Grantee's application. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP funds according to an alternative budget. The HHAP Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement.

2. General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP funds being released:

- A. Request for Funds Form (RFF)
- B. STD 213 Standard Agreement 2 original copies of the signed STD 213 form and initialed Exhibits A through E.
- C. Data Use Agreement (continuums of care and counties that accepted redirected funding from a continuum of care- see Exhibit D for relevant Special Terms and Conditions)

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

3. Disbursement of Funds

HHAP funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO). Once Agency receives, reviews, and signs off on the completed documents, the documents will be sent to DGS for review. Once DGS review is completed, documents will be forwarded to SCO for final review and fund disbursement. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218, 50219, and 50220 mandate the following:

- A. Up to 5 percent of the HHAP allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
 - Strategic homelessness plan, as defined in section 578.7(c) of Title 24 of the Code of Federal Regulations; and/or
 - (2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- B. No more than 7 percent of the HHAP allocation may be used for administrative costs incurred by the Grantee.
- C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.
- D. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

- (1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to Agency that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.
- (2) Agency approves the alternative disbursement plan. If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to Agency.
- E. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the continuum of care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify Agency on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide Agency with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

- F. All HHAP funds shall be expended by June 30, 2025.
- G. Any funds not expended by June 30, 2025 shall revert to the General Fund.

5. Reimbursement

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.

Homeless Housing, Assistance and Prevention Program NOFA Date: December 6, 2019

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

- Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from HCFC must be obtained prior to obtaining reimbursement.
- D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required

to submit the following information for HCFC to review and approve or deny such projects:

- (1) The number of available shelter beds in the jurisdiction;
- (2) The shelter vacancy rate in the summer and winter months;
- (3) The percentage of exits from emergency shelters to permanent housing solutions; and
- (4) A plan to connect residents to permanent housing.

6. Ineligible Costs

HHAP 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 sections 50218 and 50219.

Agency reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

Agency, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Homeless Housing, Assistance and Prevention Program NOFA Date: December 6, 2019

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Homeless Housing, Assistance and Prevention Standard Agreement

7. Administrative Costs

The Grantee must comply with Health and Safety Code section 50219, subdivision (e), which limits the Grantee's administrative costs to no more than 7 percent of total HHAP funds received. For purposes of this requirement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the Program allocation.
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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT C HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

1. Termination and Sufficiency of Funds

A. Termination of Agreement

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in <u>paragraph 6</u> of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee has submitted to Agency an application for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Grantee's facts, information, assertions and representations contained in that application, and in any subsequent modifications or additions thereto approved by Agency. The application and any approved modifications and additions thereto are hereby incorporated into this Agreement,

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT C HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. Annual Report Deadlines

By January 1, 2021, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Agency in a format provided by Agency. If the Grantee fails to provide such documentation, Agency may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2026, the Grantee shall submit a final report, in a format provided by Agency, as well as a detailed explanation of all uses of the Program funds.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:

- An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.
- The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.
- The types of housing assistance provided, broken out by the number of individuals.

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT C HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

 Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, Agency requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to the agency on a form and method provide by the agency, that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information the agency deems appropriate or necessary.

Agency may require additional supplemental reporting with written notice to the Grantee.

C. Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.

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

5. Inspection and Retention of Records

A. Record Inspection

The Grantee agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Agency, or its designee, with any

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT C HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

relevant information requested. The Grantee agrees to give Agency or its designee 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 Homeless Housing, Assistance, and Prevention Program laws, the HHAP program guidance document published on the website, and this Agreement.

B. Record Retention

The Grantee further agrees to retain all records described in <u>subparagraph A</u> 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.

6. Breach and Remedies

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- 1. Grantee's failure to comply with the terms or conditions of this Agreement.
- Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities.
- 3. 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 Agency in law or equity for breach of this Agreement, Agency may:

- 1. Bar the Grantee from applying for future HHAP funds;
- 2. Revoke any other existing HHAP award(s) to the Grantee;
- Require the return of any unexpended HHAP funds disbursed under this Agreement;
- Require repayment of HHAP funds disbursed and expended under this Agreement;

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT C

HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

- Require the immediate return to Agency of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
- Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.
- C. All remedies available to Agency are cumulative and not exclusive.
- D. Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7. 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 Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee 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 Agency to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Grantee 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. Grantees and subGrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee 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). Grantee and its subrecipients shall give written notice of their obligations

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT C

HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT C HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

C. Employees of the Grantee: Employees of the Grantee 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 a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial

E. interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee 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:

A. 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, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

- 1. The dangers of drug abuse in the workplace;
- Grantee's policy of maintaining a drug-free workplace;
- Any available counseling, rehabilitation, and employee assistance program; and
- Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT C HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

- 1. Will receive a copy of Grantee's drug-free policy statement, and
- Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

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

A. The Grantee 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 Grantee, 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.

12. Special Conditions – Grantees/SubGrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all SubGrantees 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 funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any SubGrantee shall require the Grantee and its SubGrantees, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT C HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

- Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- 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 Grantee or any SubGrantee in performing the Work or any part of it.
- 4. Agree to include all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee 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 program, the Grantee, its subrecipients, and all eligible activities.

Grantee 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. Grantee 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, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Agency upon request.

14. Inspections

A. Grantee 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. Agency reserves 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. Grantee 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.

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT C HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

15. 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 Agency, 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 Grantee shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, 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 Agency.

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Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT D SPECIAL TERMS AND CONDITIONS

- All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP funds, must be used for HHAP-eligible activities.
- Any housing-related activities funded with HHAP funds, including but not limited to 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, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
- Grantee agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Grantee 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 funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).
- 4. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency to access Grantee's HMIS data for that purpose.
- 5. If Grantee is a continuum of care or a county that accepted redirected funding from a continuum of care, it shall review and execute a data use agreement no later than July 31, 2020, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Grantee's failure to timely execute a data use agreement will constitute a breach of this Agreement. In this event, BCSH, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.

City of San Diego 20-HHAP-00099 Page 23 of 23

Homeless Housing, Assistance and Prevention Standard Agreement

EXHIBIT E GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. This document can be viewed at the following link:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

28 2020

Attachment H HHAP 2.0 Subrecipient 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. <u>Recitals</u>

- 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, 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

- 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.
- 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.
- 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

- 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:
 - 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.
- 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(I), 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 <u>subparagraph 1.b.</u> 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 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
 - 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:
 - Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - 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

- 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-2funded 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 aggpcy DF W -01 Signed by BUJEF Davis

EE0040404884474

Print Name: Jeff Davis

Title: Deputy Chief Executive Officer

DS

Date: ______8/24/2021

EH APPROVED AS TO FORM

CHRISTENSEN & SPATH LLP A California limited liability partnership

DocuSigned by: Charles B. Christensen 25世际研经3号AChristensen

General Counsel

8/23/2021 Date: CITY OF SAN DIEGO, a California municipal corporation

By: Print Name: Hafs

Title: Director, Homelessness Strategies & Solutions Department

Date: 08/16/2021

APPROVED AS TO FORM:

MARA W. ELLIOTT City Attorney

Heather Ferbert Chief Deputy City Attorney

202 Date:

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 housingfocused – 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 nonrecurring.

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.

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

3. PROJECT OUTCOME MEASURES

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

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 a	nd Homel	essness Pro	evention	 •
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
	Outre	ach		
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
	Servi	es		•
# 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. <u>CLOSEOUTS</u>

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.

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 THE SAN DIEGO HOUSING COMMISSION TO EXECUTE AN AGREEMENT WITH ST. VINCENT DE PAUL VILLAGE, INC., DBA FATHER JOE'S VILLAGES TO OPERATE THE CITY OF SAN DIEGO'S BRIDGE SHELTER AT GOLDEN HALL.

WHEREAS, since November 14, 2017, the San Diego Housing Commission (Housing Commission) administers contracts for operation of the City of San Diego's (City) bridge shelter program pursuant to several memorandum of understanding between the Housing Commission and the City; and

WHEREAS, the current Memorandum of Understanding between the Housing Commission and the City for the provision of Bridge Shelters (Bridge Shelter MOU) was approved by the Housing Authority of the City of San Diego (Housing Authority) by Housing Authority Resolution No. HA-1859 (June 16, 2020), and the Council of the City of San Diego (City Council) by San Diego Resolution R-313111 (June 16, 2020), for a term of one year, effective July 1, 2020, and includes two additional one-year options to extend the term through June 30, 2023; and

WHEREAS, the bridge shelter at Golden Hall (Program) supports the Community Action Plan on Homelessness for the City of San Diego (Action Plan) by operating as a critical entry point to the City's Crisis Response System and necessary to facilitate permanent housing placements, and the Program is an important component to the vision, principles, and strategies identified in the Action Plan; and WHEREAS, on March 7, 2022, the Housing Commission issued a Request for Proposal (RFP) seeking to identify interested and qualified service providers for the Program with a history of providing shelter and related services to individuals experiencing homelessness; and

WHEREAS, St. Vincent de Paul Village, Inc., dba Father Joe's Villages (Father Joe's) was the sole respondent to the RFP, evaluated based on criteria set by a source selection committee, found to be responsive, and selected for the contract; and

WHEREAS, the City will commit \$10,458,046 in Homeless Housing, Assistance, and Prevention Program (HHAP) funds to the Program in Fiscal Year 2023; and

WHEREAS, on June 10, 2022, the Board of Housing Commissioners considered the proposed agreement with Father Joe's for operation of the City of San Diego's Golden Hall Bridge Shelter (Agreement) in the amount of \$10,458,046 for a one-year term beginning July 13, 2022, with three one-year options for renewal, contingent on the City making funds available for the Program and the extension of the Bridge Shelter MOU; and

WHEREAS, at the request of the Board of Housing Commissioners' Chair and Vice Chair, on June 13, 2022, the Housing Authority Executive Director referred the approval of the Agreement to the Housing Authority for consideration pursuant to San Diego Municipal Code section 98.0301(e)(2)(B); and

WHEREAS, Housing Commission staff determined the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.) shall not apply to the approval of the Agreement pursuant to California Government Code section 8698.4, and approval of the Agreement is categorically exempt pursuant to title 14 of the California Code of Regulations (CCR) section 15301 - Existing Facilities and that no exception to the exemption in title 14 CCR section 15300.2 applies; and

WHEREAS, Housing Commission staff determined processing under the National Environmental Policy Act (NEPA) is not required because no federal funds are used for the Program; NOW, THEREFORE,

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

1. The Housing Commission is authorized to enter into the Agreement with St. Vincent de Paul Village, Inc., dba Father Joe's Villages as set forth in Attachment 1 to HAR 22-021, contingent on funding being made available for the Program through the City's budgeting process and the extension of the Bridge Shelter MOU.

2. The Housing Commission's 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.

3. The Housing Commission's President & CEO, or designee, is authorized to substitute funding sources and increase compensation by not more that 20 percent of the total Agreement amount for the Agreement, if necessary, without further action by the Board of Housing Commissioners or the Housing Authority, but only if and to the extent that funds are determined to be available for such purposes and upon the advice of Housing Commission General Counsel.

4. The Housing Commission staff will notify the Housing Authority and the

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San Diego City Attorney's Office about any subsequent amendments or modifications to the

Agreement and other required documents, including amendments to any documents.

APPROVED: MARA W. ELLIOTT, General Counsel

By

Justin R. Bargar Deputy General Counsel

JRB:jdf 06/27/2022 Or. Dept: SDHC Doc. No. 3015372



The City of San Diego Item Approvals

Item Subject: Approval of the Contract between the San Diego Housing Commission and Father Joe's Villages to Operate the City of San Diego Bridge Shelter at Golden Hall located at 202 C Street, San Diego, CA 92101

Contributing Department	Approval Date
DOCKET OFFICE	06/16/2022

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	MARSHALL, SCOTT	06/14/2022
EXECUTIVE VICE PRESIDENT	DAVIS, JEFF	06/20/2022
CITY ATTORNEY	BARGAR, JUSTIN	06/27/2022