



REPORT

DATE ISSUED: April 8, 2010

REPORT NO: HCR 10-076

ATTENTION: Chair and Members of the Housing Commission
For the Agenda of May 14, 2010

SUBJECT: Contract with ElderHelp of San Diego

REQUESTED ACTION:

Approve the amended San Diego Housing Commission's (SDHC) Contract with ElderHelp of San Diego (EH).

STAFF RECOMMENDATION:

That the SDHC approve additional funding of \$31,305, (from \$93,912 to a total of \$125,217) to amend the current contract with EH (Attachment 1) from April 1, 2010 through June 30, 2010.

SUMMARY:

The EH HomeShare program matches elderly homeowners with low income persons who cannot afford to rent a unit on their own. The low income person provides help with daily living assistance, such as driving, household chores or companionship; the homeowner provides the housing. The HomeShare program provides services such as tenant screenings, introduction meetings, and monitoring to make these matches successful. This program has operated in the City of San Diego since 1989.

In April 2009, the SDHC awarded a contract to EH for \$93,912 dollars to operate through March 31, 2010 with the possibility of a 90 day extension. An extension of this contract for 90 days will bring the total funding required for the fiscal year over the President's approval authority of \$100,000 and require Board approval.

This year, EH's performance under the contract (Attachment 2) was slowed by relocation and other circumstances (Attachment 3); staff is supporting this extension to assure that the scope of services is appropriate and that EH's system meets the goals of both organizations. If satisfactory conclusions are reached, staff may renew the contract on July 1, 2010 as approved in the FY2011 budget.

FISCAL CONSIDERATIONS:

Approval of this action will require a revision to the FY10 budget transferring \$15,217 of Lease Sale funds from Reserves to Special Housing Initiatives for this contract to add to the \$110,000 in the FY2010 budget.


EQUAL OPPORTUNITY AND CONTRACTING INFORMATION:

EH is not certified as a Disadvantaged, Women Owned or Disabled Veteran Business Enterprise. A Certificate of Compliance and a Workforce Analysis has been provided, and shows that this vendor is in compliance with the SDHC Equal Opportunity Program, Federal, State and Local laws. Information on the Workforce Analysis indicates that 25 percent of the company's workforce is disadvantaged.

ENVIRONMENTAL REVIEW:


This activity is not a project within the meaning of the California Environmental Quality Act (CEQA) pursuant to Section 15060(c) (3) of the State CEQA guidelines. This activity is also exempt from review under the National Environmental Policy Act as no federal funds are involved.

Respectfully submitted,


Cissy Fisher
Vice-President
Special Housing Initiatives

Attachments: 1 – Contract Extension
2 – Contract
3 – ElderHelp Report

Approved by,


Carrol M. Vaughan
Executive Vice President &
Chief Operating Officer

Hard copies are available for review during business hours in the main lobby of the San Diego SDHC offices at 1122 Broadway, San Diego, CA 92101 and at the Office of the San Diego City Clerk, 202 C Street, San Diego, CA 92101. You may also review complete docket materials on the San Diego Housing Commission website at www.sdhc.org.

SAN DIEGO HOUSING COMMISSION

AGREEMENT FOR PROFESSIONAL HOUSING AND REFERRAL SERVICES

WITH

ELDERHELP OF SAN DIEGO

AMENDMENT NO. 1

The agreement for professional housing and referral services between the SAN DIEGO HOUSING COMMISSION and ELDERHELP OF SAN DIEGO, effective July 1, 2009 is hereby amended as follows:

1. Section 101: The parties agree the description of work will remain the same as described in Attachment 101.
2. Section 102: The parties agree that the Agreement shall be extended for an additional 90 day period and shall be in effect until June 30, 2010
3. Section 103: The total compensation for all services performed and/or materials and goods supplied pursuant to this Agreement shall not exceed the sum of ONE HUNDRED TWENTY FIVE THOUSAND TWO HUNDRED SEVENTEEN dollars (\$125,217) for the period April 1, 2009 through June 30, 2010.

All other provisions of the Agreement shall remain in effect.

END OF AMENDMENT NO. 1

SAN DIEGO HOUSING COMMISSION

ELDERHELP OF SAN DIEGO

By: _____

Carrol Vaughan

Title: Executive Vice-President and
Chief Operating Officer

By: _____

Leane Marchese

Title: Executive Director

Date: _____

Date: _____

**SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR
WITH
ELDERHELP OF SAN DIEGO**

(SERVICES, MATERIALS, SUPPLIES OR CONSULTING UNDER \$100,000)

THIS AGREEMENT, entered into this 11th day of August 2009,

Between the COMMISSION: SAN DIEGO HOUSING COMMISSION
1122 Broadway, Ste 300
San Diego, California 92101
619-231-9400

And the CONTRACTOR: ELDERHELP OF SAN DIEGO
4069 30TH Street
San Diego, CA 92104
619-284-9281 ext. 11

Is as follows:

101. Description of Work - CONTRACTOR shall provide the following services, supplies and/or materials to the COMMISSION: Contractor shall provide to the Commission as generally described in the specifications/scope of services attached hereto.

Additional description of work, if any, is contained in Attachment 101.

102. Time of Performance - All services required pursuant to this Agreement shall commence effective July 1, 2009, and continue through March 31, 2010. The original term of this Agreement may be extended on the same terms and conditions of this Agreement for an additional period of not to exceed ninety (90) days, by a written notice from the Chief Executive Officer of the COMMISSION to the CONTRACTOR, served before the expiration of the original term of the Agreement. This ninety (90) day extension provision is in addition to options, if any, referenced in Attachment 102.

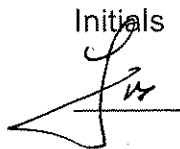
Option(s) to extend, if any, is/are contained in Attachment 102.

103. Compensation - The total compensation for all services performed and/or materials and goods supplied pursuant to this Agreement shall not exceed the sum of NINETY THREE THOUSAND NINE HUNDRED TWELVE Dollars (\$93,912.) CONTRACTOR acknowledges that the COMMISSION is under no obligation to compensate CONTRACTOR for services rendered and goods and materials supplied or expenses accrued under this Agreement in excess of the maximum compensation specified above. Payment shall be made after submission of invoices and within thirty (30) days of submission, if approved by the COMMISSION.

Additional compensation terms, if any, are contained in Attachment 103.

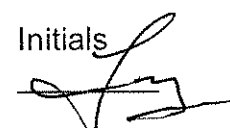
104. Contract Requirements. CONTRACTOR agrees to comply with the applicable State and Federal requirements, covenants and conditions (hereinafter "requirements") listed on pages 4, 5 and 6 of this Agreement, full copies of which are available in the offices of the COMMISSION. If the source of funding for this Agreement is, in whole or in part, from Federal funds, as referenced below, then all of the requirements referenced on pages 4, 5 and 6 shall be applicable. If Federal funds are not used, then the Federal requirements referenced on pages 4, 5 and 6 shall not be applicable, but the remaining requirements shall apply in the execution and performance of this Agreement. The source(s) of funds for this Agreement is/are Federal Non-Federal.

105. Insurance Requirements. CONTRACTOR shall obtain single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below. If nothing is checked or indicated below, the limit shall be One Million Dollars (1,000,000.00).

	Initials		Initials
a. None required		<input type="checkbox"/> \$300,000.00	_____
<input checked="" type="checkbox"/> \$1,000,000.00	_____	<input type="checkbox"/> \$_____	_____

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

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


<input checked="" type="checkbox"/> Errors and Omissions	<u>\$1,000,000.00</u>	Initials 
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106. Facsimile Approval by General Counsel. Approval of the form of this Agreement and the attachments, if any, may be in the form of a facsimile approval by General Counsel for the Commission. The approval may be executed in counterpart and attached to the original Agreement.

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

COMMISSION:

SAN DIEGO HOUSING COMMISSION

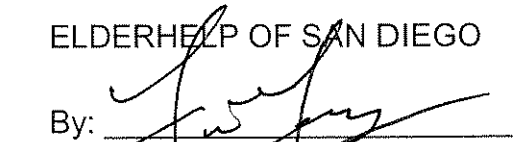
By: 
Carrol M. Vaughan

Executive Vice President and
Title: Chief Operating Officer

Date: 8.11.09

CONTRACTOR:

ELDERHELP OF SAN DIEGO

By: 
Leane Marchese

Title: Executive Director

Date: JULY 30, 2009

Approved as to Form:

Christensen & Spath
A Limited Liability Partnership

By: 
Walter F. Spath III, Partner

Date: 7/13/09

1. **Preference for Domestic Materials.** 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, manufactured substantially from materials produced in the United States shall be used in the performance of the Agreement. Any person who fails to comply with such provision shall not be awarded any contract to which this article applies for a period of three (3) years from the date of the violation. (GOVT CODE - 4304).
2. **Preparation of Written Reports or Documents.** Provided that the total cost for work performed by CONTRACTOR exceeds five thousand dollars (\$5,000) and requires preparation of any document or written report prepared for or under the direction of the COMMISSION, which is prepared in whole or in part by CONTRACTOR or its agents, the document or written report 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. (GOVT CODE -7550).
3. **Equal Opportunity.** During the performance of this Agreement, CONTRACTOR shall comply with all applicable local, State and Federal Equal Opportunity Programs, as well as any other applicable local, state and federal laws. CONTRACTOR shall not discriminate against any person, employee or applicant for employment, or otherwise, because of race, color, religion, ancestry, gender, disability, national origin, or any other basis prohibited by law. CONTRACTOR shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability, national origin, or any other illegal classification.(GOVT CODE 12990).
4. **Notice of Regulations and Requirements Pertaining to Reporting.** CONTRACTOR's performance under this Agreement is subject to State and Federal regulations. CONTRACTOR hereby agrees to comply with all applicable requirements pertaining to reports or documentation required under the terms of this Agreement, if any.
5. **Contract Work Hours and Safety Standards Act.** In the event CONTRACTOR's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$2,500, and uses Federal funds, then CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40USC 327-339) as supplemented by Department of Labor regulations (29CFR Part 5).
6. **Patents and Copyrights.** 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/or copyrights in any work developed under this Agreement.
7. **Access to and Retention of Records.** CONTRACTOR hereby grants access to "HUD", the United States Department of Housing and Urban Development, the Comptroller General of the United States, the City of San Diego, the Housing Authority of the City of San Diego, the San Diego Housing COMMISSION, or their duly authorized representatives, to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for the purposes of audits, examinations, excerpts and transcriptions. CONTRACTOR agrees to retain any such records and documents for three (3) years from the date of final payment under this Agreement.
8. **Energy Conservation.** Provided this Agreement uses Federal funds, CONTRACTOR hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
9. **Termination.** The COMMISSION, thirty (30) days after mailing written notice to CONTRACTOR, may terminate this Agreement, in whole or in part, when it is in the COMMISSION's interest. If this Agreement is terminated, the COMMISSION shall be liable only for payment under the payment provisions of this Agreement for services, work and/or supplies, rendered and/or supplied before the effective date of termination. This Agreement may be terminated without notice, by the COMMISSION, upon the cessation of funding of the state, local or federal program, which funds this Agreement.
10. **Status of CONTRACTOR.** This Agreement calls for the performance of the services, work and/or supplying goods and/or materials by the CONTRACTOR as an independent contractor. CONTRACTOR will not be considered an employee of the COMMISSION for any purpose.
11. **Conflict of Interest.** For the duration of this Agreement, the CONTRACTOR will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, or place the CONTRACTOR in positions adverse, hostile or incompatible with the interests of the COMMISSION, the Authority, or the City of San Diego.
12. **CONTRACTOR's Liability.** CONTRACTOR shall be responsible for all injuries to persons and for all damages to real or personal property of the COMMISSION or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder. CONTRACTOR shall indemnify, hold harmless and defend the San Diego Housing Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from and against any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action for damages to real or personal property, or personal

injury to any person(s) resulting, in whole or in part, from the negligence of CONTRACTOR, its employees or its agents; or for any breach of any obligations, duties or covenants of CONTRACTOR under this Agreement or transactions related to it.

13. Subcontracting/Assignability. No services or work covered by this Agreement may be subcontracted, nor may any interest in this Agreement be assigned or transferred (whether by assignment or novation) without the prior written approval of the COMMISSION.

14. Insurance. CONTRACTOR shall maintain all insurance required by State and Federal law, including, but not limited to, Worker's Compensation, public liability and property damage insurance, and automobile liability insurance as referenced in Section 105, hereof. The COMMISSION shall be named as an additional insured on all policies and shall receive thirty (30) days advance notice prior to the cancellation of or amendment to any such policies. The Housing Authority of the City of San Diego ("Authority"), the San Diego Housing Commission ("Commission") and the City of San Diego ("City") shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Authority, the Commission and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

15. Agreement Governed by Law of State of California. This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California and the United States of America.

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

17. Interest of Current or Former Members, Officers, Employees. No member, officer or employee of the COMMISSION, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the COMMISSION was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one (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.

18. Drug-free Workplace. CONTRACTOR shall certify to the COMMISSION that it will provide a drug-free workplace and will comply with all State and Federal requirements pertaining to maintenance of a drug-free workplace.

19. Section 3 Agreement Clauses (if Agreement funded with Federal funds and as applicable).

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

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

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

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

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

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

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

20. Lobbying Provisions. CONTRACTOR hereby certifies to the COMMISSION, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the Agreement, that:

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

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

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

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

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

22. Attorneys' Fees and Costs. The prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Agreement shall be entitled to their expert witness fees, if any, as part of their costs of suit, and reasonable attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("C.C.P.") Sections 1717, 1032, 1033 and 1033.5 and any other applicable provisions of California law, including, without limitation, the provisions of C.C.P. Section 998.

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

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

25. Notices. Notices to the parties shall, unless otherwise requested in writing, be sent to the COMMISSION and the CONTRACTOR at the addresses stated on page 1.

ATTACHMENT SECTION 101

ADDITIONAL DESCRIPTION OF WORK

Section 101. Description of Work (Continued from Page 1):

Scope of Services

The Contractor will provide marketing and outreach for seniors and eligible, qualified seekers for shared housing. This includes outreach to senior groups, senior agencies, case managers, home care providers, faith based organizations and adult family members of seniors. The Contractor will outreach seekers of housing through the Section 8 waiting list, transitional housing, universities and community colleges, the military, domestic violence programs, and other situations. The Contractor will ensure the minimum qualifications and performance expectation of the agency are met when matching individuals. The process will provide ongoing monitoring of the match once it occurs.

Objectives

1. Provide affordable shared housing services by matching two unrelated individuals in a single under-utilized residence based on income criteria and demographic status.
2. 80% of total matches facilitated within the contract year will still be in place at the end of the contract with the long term goal of matches lasting 12 months.
3. A minimum of fifty 52 matches will be made during the contract year at a rate of 13 matches per quarter.
4. 100% of all matches will involve at least one person of low, very low, extremely low income.
5. 100% of all matches will involve a senior citizen (55 years and older).
6. Matches will have either an economic or service benefit to the senior. All rental agreements will lower providers' housing costs by at least 25%; at least 50% of the matches will be rent free for the seekers of housing.
- ✓ 7. Provide counseling on housing options to at least 700 City of San Diego community members.
8. Conduct a minimum of ten (10) marketing or outreach activities per month.
9. Provide follow-up of new matches to review the status of the match and offer in-home mediation and assistance as needed.

Contractor agrees to provide the Housing Commission with a monthly status report tracking these objectives. If at the end of any quarter the Contractor fails to achieve a minimum of 13 matches, Contractor will provide the Housing Commission with a work plan on how Contractor intends to bring this number up to date in the next quarter.

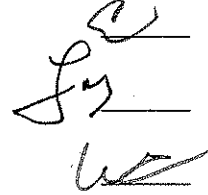
This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

Indicate Approval by Initials
Below:

Housing Commission

Contractor

General Counsel

Handwritten initials for each role. The Housing Commission initials are 'SC', the Contractor initials are 'JG', and the General Counsel initials are 'W'. Each set of initials is written above a horizontal line.

ATTACHMENT SECTION 102

ADDITIONAL TERM OF CONTRACT

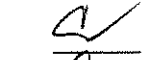
Section 102. Time for Performance. (Continued from Page 1):

The COMMISSION may, at its election, extend this Agreement's term for three (3) additional one (1) year terms, by giving written notice of the election to extend the Agreement to the CONTRACTOR, in advance of the expiration of the prior term of the Agreement. The Compensation to be paid the CONTRACTOR during the extended term, if any, shall be compensation set during the base year of the Agreement. Nothing contained in this Section 102 shall require the COMMISSION to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the COMMISSION, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 102 on Page 1.

This continuation of the time for performance provision is in addition to the provisions set forth in Page 1 of this Agreement and is expressly incorporated into the Agreement.

Indicate Approval by Initials Below:

Housing Commission



Contractor



General Counsel



ATTACHMENT SECTION 103

ADDITIONAL COMPENSATION TERMS

Section 103. Compensation. (Continued from Page 1):

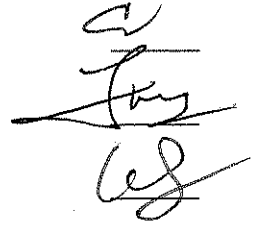
Contractor shall invoice the Housing Commission on a monthly basis and shall provide a monthly status report, receipt of which shall be a prerequisite for payment.

Indicate Approval by Initials Below:

Housing Commission

Contractor

General Counsel

Handwritten initials for the Housing Commission, Contractor, and General Counsel. The initials for the Housing Commission are 'C', for the Contractor are 'T', and for the General Counsel are 'G'.

THE SAN DIEGO HOUSING COMMISSION

CERTIFICATE OF COMPLIANCE

The City of San Diego, The San Diego Housing Commission and Housing Authority are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

ELDERHELP OF SAN DIEGO

(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity Plan which addresses the corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

JEANE MARCHESE
Name of Authorized Official

Executive Director
Title

[Handwritten Signature]
Signature of Authorized Official

July 30, 2009
Date



4069 30th Street
San Diego, CA 92104
p: 619 284 9281
f: 619 284 0214

March 4, 2010

Ms. Lynda Brophy
San Diego Housing Commission
1122 Broadway, Suite 300
San Diego, CA 92101

Dear Lynda:

ElderHelp is now eight months into its 9 month contract to provide HomeShare services throughout the City of San Diego. For over 17 years, ElderHelp has been providing HomeShare services to those at risk of homelessness. HomeShare has provided them with a safe affordable place to live while also providing low income seniors much needed services and income to remain living in their own homes and communities.

HomeShare encompasses many facets of service that include: housing consultations for those who are not ideal for the program but who need affordable housing; mediation and monitoring of all current matches to ensure they stay in place as long as possible; outreach to the community regarding HomeShare and housing issues; and facilitation of matches to increase the number of HomeShare participants. Based on the scope of work, which includes yearly goals that extend beyond the current contract to June 30, 2010, we are on target except for the number of matches. The current number of matches is at 35% of goal. We have included a newly designed monthly activity report which will more clearly track our progress and is included with this report.

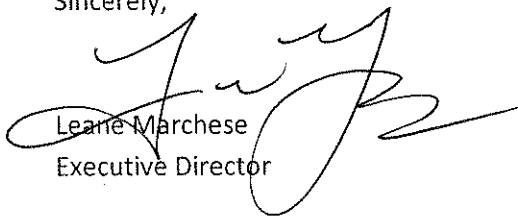
We attribute being behind in matches to two variables. First, we restructured and expanded the HomeShare team as a result of additional funding from the Housing Commission. It took us a bit to find an additional HomeShare Coordinator that met our requirements. Hiring HomeShare staff is challenging as the ideal candidate needs a background working with the homeless population and seniors. Most of all, the candidate must possess good gut instincts and can suggest and make high-quality matches that will last and be devoid of conflict and liability. Second, in order to more adequately cover the northern portions of the city we sought out new office space. This took time to fully coordinate and make the transition. Even with these challenges we have been able to make substantial progress in our goals and scope of work and anticipate that with at least 5 new matches each month from now through June, we will come very close to fully reaching the match goal. We have put an aggressive HomeShare Outreach and Marketing Plan together and have added an outreach coordinator to our staff which will assuredly help our efforts to attract qualified individuals.

A bequest is a powerful gift of hope for a senior

Another area we have been quite successful in and would like to have added to the scope of work for our next contract is the length of time a match is in place. In 2001, the average length of HomeShare matches was only 101 days. Today the average length of match hovers around 500 days. This is of tremendous value to the Housing Commission as we can take people who are on the verge of living on the streets and keep them in affordable housing for an average of two years for only \$200 a month. This is dramatically less than what it costs to provide transitional housing to people who are homeless or who are at risk of homelessness. In addition, HomeShare delays and averts nursing home placement for seniors which can be a substantial savings to the community as it cost nearly \$60,000 a year for nursing home care. Subsequently, Homeshare offers an alternative to the Section 8 Program and also provides personal housing counseling to over 700 individuals per year.

Along with our goal report and Outreach Plan we have included a summary of our most recent Client Satisfaction Survey as well as Letters of Support for HomeShare from participants. These offer powerful arguments from many people who have struggled to find and keep affordable housing. We hope that you will stand by this program on the basis of the cost benefit and value and continue our contract through June 2010 as well as for 2011.

Sincerely,



Leanne Marchese
Executive Director

**San Diego Housing Commission
Monthly Activity Report**

July 1, 2009 - March 31, 2010 (Objectives are measured through 6/30/10)

Contract Objectives	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD	Goal	% To Goal
1. Provide affordable shared housing services by matching two unrelated individuals in a single under-utilized residence based on income criteria and demographic status. (Number of Ongoing Matches)	47	42	42	42	44	44	43	46	46				N/A	75	61%
2. 80 % of total matches facilitated within the contract year will still be in place at the end of contract with long term goal of matches lasting 12 months. (# of FY10 matches still intact/% of matches still intact)	3	5	5	7	9	10	9	12	16				N/A	N/A	N/A
2a. Average length of ongoing matches. (Measured in Days)	496	498	509	514	534	544	537	526	529				N/A	550	96%
3. A minimum of 52 matches will be made during contract year at rate of 13 matches per quarter.	3	2	1	2	2	1	3	4	4				22	52	42%
3a. Number of Registered Providers	2	1	5	6	4	3	1	5	3				30	40	75%
3b. Number of Registered Seekers	7	9	6	1	3	3	4	1	9				43	60	72%
4. 100 % of all matches will involve at least one person of low, very low, extremely low income.	100%	100%	100%	100%	100%	100%	100%	100%	100%				N/A	100%	100%
5. 100 % of all matches will involve a senior citizen (55 years and older).	100%	100%	100%	100%	100%	100%	100%	100%	100%				N/A	100%	100%
6a. Matches will have either an economic or service benefit to the senior. All rental agreements will lower providers' housing costs by at least 25%. (# of rental agreements/% with reduced housing costs)	1	1	1	1	0	1	3	4	1				13	26	50%
6b. Matches will have either an economic or service benefit to the senior. At least 50% of the matches will be rent free for the seekers of housing. (# of rent free matches)	100%	100%	100%	100%	N/A	100%	100%	100%	25%				100%	100%	100%
7. Provide counseling on housing options to at least 700 City of San Diego community members.	1	1	0	0	2	0	0	2	2				8	50%	50%
8. Conduct a minimum of 10 marketing or outreach activities per month. (Annual total = 120)(Please see attached detail report)	100	103	84	79	45	40	92	83	111				737	700	105%
9. Provide follow-up of new matches to review the status of the match and offer in-home mediation and assistance as needed. (Measured in Hours)	10	10	8	12	11	8	14	15	11				99	120	83%
	8	6	2	6	3	2	14	6	9				56	N/A	100%

San Diego Housing Commission
Monthly Marketing and Outreach Activity Report
July 1, 2009 - March 31, 2010

Report for: March 2010

#	Marketing/Outreach Outlet	Flyer/Brochure		
		Presentation	Distribution	Advertisement
1	Sharp Grossmont Hospital Outpatient Group	X		
2	LiveWell San Diego Chamber of Commerce Mixer		X	
3	Jewish Family Services Geriatric Care Management Department		X	
4	Lutheran Social Services		X	
5	Lifeline Healthcare		X	
6	Naval Medical Center Senior Wellness Program		X	
7	Greater La Jolla Meals on Wheels		X	
8	Copley Family YMCA		X	
9	Peninsula Family YMCA		X	
10	Craig's List - Weekly			X
11	San Diego Reader - Weekly			X
12	County of SD/IHSS (In Home Supportive Svcs) Scheduled presentation for April			
13	Assistance League of Greater San Diego. Scheduled presentation for June			