



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

DATE ISSUED: October 21, 2020

REPORT NO: HAR20-036

ATTENTION: City Council President and Councilmembers
Chair and Members of the Housing Authority of the City of San Diego
For the Agenda of October 27, 2020

SUBJECT: Approval of the Fiscal Year 2021 Operating Agreement for the City of San Diego Coordinated Street Outreach Program and Approval of a Memorandum of Understanding between the City of San Diego (City) and the San Diego Housing Commission for the Oversight and Administration of the City's Coordinated Street Outreach Program

COUNCIL DISTRICT: Citywide

REQUESTED ACTION:

Approve a one-year agreement, with one one-year option to renew, with People Assisting the Homeless (PATH) to operate the City of San Diego's Coordinated Street Outreach Program; and approve a Memorandum of Understanding between the City of San Diego (City) and the San Diego Housing Commission for the oversight and administration of the City's Coordinated Street Outreach Program.

STAFF RECOMMENDATION

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

Housing Authority:

- 1) Authorize the execution of an agreement with People Assisting The Homeless (PATH) to operate the City of San Diego's (City) Coordinated Street Outreach Program for a one-year term in the amount of \$1,425,000, with one one-year option to renew at the San Diego Housing Commission's (Housing Commission) sole discretion, in which the initial contract term will be pro-rated for an eight-month period, from November 1, 2020, to June 30, 2021, in the amount of \$1,027,643 (which includes \$70,585 in start-up costs), funded through an allocation from the Homeless Strategies Department General Fund to the Housing Commission, upon the execution of the proposed Coordinated Street Outreach Memorandum of Understanding between the City and the Housing Commission;
- 2) Authorize the Housing Commission's President & Chief Executive Officer (President & CEO), or designee, to execute all documents and instruments necessary and/or appropriate to implement these approvals, in a form and format approved by General Counsel, and to take such actions necessary and/or appropriate to implement these approvals;

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- 3) Authorize the Housing Commission's President & CEO, or designee, to substitute funding sources and/or increase compensation by not more than 20 percent of the total agreement amount for the proposed agreement, if necessary, without further action by the Housing Commission's Board of Commissioners (Board), but only if and to the extent that funds are determined to be available for such purposes; and
- 4) Authorize the execution of a Memorandum of Understanding between the City of San Diego and the Housing Commission for the oversight and administration of the City's Coordinated Street Outreach Program.

City Council:

- 1) Authorize the execution of a Memorandum of Understanding between the City of San Diego and the Housing Commission for the oversight and administration of the City's Coordinated Street Outreach Program.
- 2) Authorize the Chief Financial Officer to expend funds as outlined in the Memorandum of Understanding for the purpose of executing this agreement, including an amount not to exceed \$1,077,643 in Fiscal Year 2021 from the General Fund Homelessness Strategies Department.

SUMMARY

The proposed actions referenced in this report will allow the Housing Commission to enter into the Agreement with PATH in amounts referenced within this report to provide for the ongoing operation of the City's Coordinated Street Outreach Program for an initial term of eight months, with one one-year option to renew for a total contract period of up to one year and eight months.

PROGRAM OVERVIEW

As part of the City's and the Housing Commission's comprehensive approach to addressing homelessness, PATH has been selected through a competitive Request for Proposal process to operate the City's Coordinated Street Outreach Program. This innovative program aligns with national best practices and functions to strategically engage individuals prioritized on the By-Name-List managed by the Regional Task Force on the Homeless (RTFH) in addition to focusing outreach resources in a neighborhood-based approach, identifying concentrations of unsheltered individuals with an emphasis on diverting individuals from the homeless response system and fostering connections to permanent housing placements, while meeting basic needs and providing connections to bridge housing, emergency shelter and other supportive services.

The program marks a new approach to conducting homeless outreach in the City of San Diego by addressing gaps in the existing system and deploying outreach resources in alignment with the goals of the City's Community Action Plan on Homelessness. City-funded outreach activities will be coordinated through a dedicated senior outreach coordinator, staffed by the Housing Commission, which will provide the infrastructure necessary to direct rapid crisis response teams and to also support ongoing neighborhood based outreach and case management; two service elements that separate the program from existing outreach efforts and strengthen the depth and level of outreach across the city, while also realigning the stretched existing resources with the new approach. A Rapid Response Team will focus on responding to stakeholder referrals and facilitating problem-solving engagements in areas with high concentrations of individuals experiencing unsheltered homelessness while the Homeless Resolution

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Team provides intensive Street-Based Case Management and System Navigation services for clients identified on the By-Name-List through a neighborhood-based deployment process. Both of these functions address gaps in the current provision of outreach services and are critical elements to the successful implementation of a client-centric and housing-focused outreach strategy.

The City's Community Action Plan on Homelessness identifies Coordinated Street Outreach as a critical function of the City's Crisis Response System and necessary to achieving the goal of reducing unsheltered homelessness by 50 percent by 2023. The Coordinated Street Outreach Program is an important component of actioning that goal, and the overarching principles and strategies identified within the Action Plan for a more comprehensive, humane and effective approach to addressing homelessness in San Diego.

Operator Experience

PATH has 37 years of operational and programmatic experience and locally has been engaged in serving the highest-acuity San Diegans experiencing homelessness. The organization serves 1,100 people in the County of San Diego annually, helping clients develop stable, independent lives through permanent homes and wraparound supportive services.

Since 2013, the organization has operated Connections Housing, a City-funded program in downtown San Diego that functions as a one-stop supportive service and residential community that provides space for several agencies in a single location to meet the varying needs of the clients they serve. Connections Housing includes 73 permanent supportive housing units for which the Housing Commission provides federal rental assistance through rental housing vouchers, 150 beds of interim housing through a contract the Housing Commission administers on behalf of the City, a federally qualified health center, a food service program, case management services, and the PATH Depot, a robust hub of homeless services and resources.

Over the last three years, PATH San Diego has operated a street outreach program funded through the County of San Diego, which focuses on both engaging and housing unsheltered individuals who were frequent users of the healthcare system. PATH mobilizes teams composed of personnel with either a Master's or Bachelor's Degree in Social Work or related fields, as well as those with mental health experience and substance use disorder certifications, which allows the team to facilitate field-based assessments, housing connections, and linkages to healthcare. Outreach teams build relationships over extended periods of time and foster client interest through various engagement strategies, including service linkages and assistance in meeting basic needs.

In 2018, PATH San Diego partnered with stakeholders in the Mid-City area, including North Park Main Street, City Heights Business Improvement District (BID), Price Philanthropies, City Heights Community Development Corporation, as well as the offices of San Diego City Council President Georgette Gómez and City Councilmember Chris Ward to develop a pilot program that would employ a neighborhood-specific outreach strategy, which allowed outreach staff to focus more attention on smaller geographic areas. The program initially launched in City Heights and North Park communities and was successful in placing more than 50 individuals into interim and permanent housing in its first year of operation.

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Program Design

The Coordinated Street Outreach Program's objective implements two main functions to actively engage individuals or households who are experiencing homelessness. The primary role will be to strategically engage individuals prioritized on the By-Name List that RTFH manages and to facilitate permanent housing placements. A secondary function focuses outreach resources in identified 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 shelters and supportive services.

Two distinct yet complementary teams will be deployed, each with a specific focus, set of duties, and outcomes;

Mobile Homelessness Response Team

Facilitates ongoing intensive engagement and connections to supportive services for unsheltered individuals identified on the By-Name-List. Contractor staff will provide street-based case management services for prioritized clients with an emphasis on fostering positive exits from homelessness. Outreach services will employ problem-solving practices, leveraging internal and external resources, in an effort to quickly resolve prioritized clients' instance of homelessness as well as to lead system navigation efforts, on an as-needed basis, to address any barriers clients may be experiencing in obtaining housing.

Rapid Response Team

Works closely with Program Supervisor(s), Housing Commission Staff and City Staff to focus outreach activities in areas with high concentrations of individuals experiencing unsheltered homelessness as well as coordinating timely responses to various stakeholder referrals. This immediate response is orientated toward brief engagements and rapid housing-focused problem solving, improving the client's sense of safety and assisting in meeting basic needs.

The City's Coordinated Street Outreach Program also supports regional efforts to employ best practices by taking action on the practices outlined in the "Policy Guidelines for Regional Response for Addressing Unsheltered Homelessness and Encampments" adopted by RTFH.

Multidisciplinary teams consisting of peer-support specialists, outreach specialists trained in street-based case management, and clinical-level staff will be leveraged to address clients' needs, emphasizing transitions from homelessness directly to safe, stable housing opportunities. Program staff will also actively engage community stakeholders to foster trusting relations and open lines of communication while being proactive in addressing any potential or realized community concerns.

General Standards

Service description and delivery methods include the following standards:

- Shelter diversion counseling
- Crisis Intervention
- Intake process and eligibility criteria
- Prioritization of entries, including clients referred through the By-Name List and/or enrolled in a permanent housing intervention (rapid rehousing or permanent supportive housing) or in the process of identifying permanent housing

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- Street-Based Case Management, including assessment, development of housing plan, case note documentation, and issuance of RTFH-approved triage tool for all program clients, when needed and appropriate.
- Housing location and connections to system navigation
- Supportive services referrals
- Basic Needs
- Program exit procedures/termination policies

The following criteria may not be used to determine Coordinated Street Outreach Program eligibility and continued enrollment:

- Sobriety and/or commitment to be drug-free
- Requirements to take medication if the resident has a mental illness
- Participation in religious services or activities
- Payment or ability to pay
- Identification

CONTRACT SELECTION PROCESS

On July 29, 2020, the Housing Commission issued a Request for Proposals (RFP) for the operations of the City’s Coordinated Street Outreach Program. 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 1,943 notifications were sent through the PlanetBids system. A pre-proposal meeting was held August 5, 2020. Representatives from three companies were in attendance.

At the RFP closing on August 26, 2020, three proposals were received. Proposals were submitted by PATH, Father Joe’s Villages (FJV) and Telecare Corporation. Subsequent to the closing, a responsiveness review was conducted with all proposals determined to be responsive. A source selection committee evaluated, scored and ranked the responses based on the following criteria: Service Model Description; Organizational Experience and Capacity; Community Considerations; and Cost Proposal. PATH received the highest ranking. Below is a summary of the final rankings.

ORGANIZATION	RANKING
PATH	1
Father Joe’s Villages	2
Telecare Corp.	3

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 Coordinated Street Outreach Program serves this purpose by connecting unsheltered individuals and families with interim housing resources and supportive services. Households 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.

FISCAL CONSIDERATIONS

The City of San Diego has made available \$1,500,000 from the Homeless Strategies Department General Fund for operations. This action will increase the Housing Commission Fiscal Year (FY) 2021

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budget by \$1,077,643 which reflects the pro-rated amount for an eight-month period, from November 1, 2020, to June 30, 2021.

FUNDING SOURCE	FUNDING USE	FY 2021 (8 Month Term)	FY 2022 (Projected)
Homeless Strategies Department General Fund	SDHC Administration	\$50,000	\$75,000
	PATH Operating Contract	\$1,027,643	\$1,425,000
TOTAL		\$1,077,643	\$1,500,000

The initial contract term will be for an eight-month period. The contract value will be prorated as outlined in the funding summary tables above. The Fiscal Year (FY) 2021 operating contract includes the following one-time expenditures related to program start-up

- \$33,000 Vehicle acquisition, license and registration
- \$23,000 Laptops, cell phones and tablets
- \$9,000 HMIS User Licensing
- \$5,585 Personal Protective Equipment and Hygiene supplies

EQUAL OPPORTUNITY/CONTRACTING

PATH is a local nonprofit. As a nonprofit, PATH is not subject to the requirement to submit a Workforce Report.

PREVIOUS COUNCIL and/or COMMITTEE ACTION

One June 11, 2019, the City Council authorized the redirection of \$1.6 million in State Homeless Emergency Aid Program funds originally intended for outreach fund the operations of an additional bridge shelter (R-312516.)

On June 8, 2020, the City Council took action as part of the Fiscal Year 2021 City budget approval to allocate \$1,500,000 from the City General Fund's Fleet Replacement Fund Balance for the purpose of providing Coordinated Street Outreach services in the City of San Diego (R-313071).

On June 16, 2020, the City Council authorized the execution of a Memorandum of Understanding between the City of San Diego and the Housing Commission for Homeless Housing Assistance Program (HHAP) Block Grant Funded Programs, including the appropriation of \$250,000 in HHAP funds to cover a two-year period, for the purpose of creating a Senior Outreach Coordinator position that would be employed through the Housing Commission (R-313113).

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders for this project include residents, clients, civic institutions and businesses as well as PATH as the sub-recipient administering the program. The program is expected to have a positive impact on the community, as it will provide citywide outreach services with the goal of facilitating permanent housing placements and connections to supportive services.

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ENVIRONMENTAL REVIEW

The activities described in the report are not a project as defined in California Environmental Quality Act (CEQA) Section 15378(b)(5) as they are administrative activities of government that will not result in direct or indirect physical changes in the environment and, therefore, are not subject to CEQA pursuant to Section 15060(c)(3) of the State CEQA Guidelines. Nevertheless, they would be categorically exempt under multiple separate provisions of CEQA, including Section 15301 for existing facilities involving negligible or no expansion of the existing use. This determination is not appealable and a Notice of Right to Appeal the Environmental Determination (NORA) is not required. Processing under the National Environmental Policy Act is not required as no federal funds are involved in this action. The parties agree that the provision of any federal funds as the result of this action is conditioned on the City of San Diego's final NEPA review and approval.

Respectfully submitted,

Lisa Jones

Lisa Jones
Senior Vice President
Homeless Housing Innovations

Approved by,

Jeff Davis

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

Attachments:

- 1) San Diego Housing Commission Agreement for Coordinated Street Outreach Program with People Assisting the Homeless (PATH)
- 2) Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the Coordinated Street Outreach Program
- 3) Coordinated Street Outreach Program – Budget Summary (FY21)

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

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR COORDINATED STREET OUTREACH PROGRAM
WITH
PEOPLE ASSISTING THE HOMELESS (PATH)

Contract No. HHI-21-16

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

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

and the Contractor: PEOPLE ASSISTING THE HOMELESS (PATH)
 340 North Madison Avenue
 Los Angeles, CA 90004
 (323) 644-2209

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate a coordinated street outreach program as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

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

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

103. TIME OF PERFORMANCE

a. Initial Term

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

b. Option to Extend Term

The Commission may, at its election, extend the term of the Agreement to the Contractor for one additional one-year term by giving written notice of the election to extend the Agreement to the Contractor, in advance of the expiration of the prior term of the Agreement. The Option Periods shall only be available to Commission in the event that Commission obtains the appropriate approvals from the Housing Commission Board and the Housing Authority of the City of San Diego (“Housing Authority”).

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

Nothing contained in this Agreement shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 241 herein.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

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

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of ONE MILLION TWENTY SEVEN THOUSAND SIX HUNDRED FORTY THREE AND 00/100 DOLLARS (\$1,027,643.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission. Commission pre-approved line item budget adjustments are permitted given that in no event will the total compensation exceed the maximum compensation as set forth herein. Further, in no event shall the revised line item exceed the amount that is reasonable for the line item.

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

c. Method of Payment

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

d. Funding Source

During the term of this Agreement, Commission retains the right to modify the funding source(s) as necessary, including but not limited to unrestricted local funds and federal funds to the extent available and permitted.

105. NOTICES

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

Signature Page to Agreement for Coordinated Street Outreach Program with People Assisting the Homeless (PATH) (Contract No.HHI-21-16):

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

CONTRACTOR:

By: _____
Jennifer Hark-Dietz
Deputy CEO

Date: _____

COMMISSION:
SAN DIEGO HOUSING COMMISSION

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

Date: _____

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

Date: _____

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

Date: _____

Approved as to Form:
Christensen & Spath LLP

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

Date: _____

CONTRACT ATTACHMENT NO. 1

GENERAL PROVISIONS

201. Status of Contractor and Designated Representative.

(a) Contractor acknowledges that Contractor is an independent Contractor, and not agents or employees of the Commission, the Housing Authority, or the City of San Diego. Any provision of this Agreement that may appear to give the Commission a right to direct Contractor concerning the details of performing its obligations and/or duties under this Agreement, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of the Commission concerning the end results of the performance.

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

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

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

202. Ownership of Materials and Documents

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

203. Non-Disclosure of Confidential Information

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

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

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

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

204. Documents and Written Reports

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

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

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

205. Project Records

(a) Generally. Contractor shall maintain all Project Records during the term of this Agreement, including those required by the Federal regulations specified in 24. C.F.R. 570.506 and those required by the City of San Diego’s most current operating manual (Operating Manual) that are pertinent to the activities to be funded under this Agreement. Project Records include all administrative and/or financial records required in connection with the Agreement that are prepared and/or gathered by Contractor, including but not limited to, all books, papers, invoices,

receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product and any other documents, data, and/or records pertaining to all matters covered in this Agreement, or required by the Operating Manual.

(b) Accounting Records. Contractor shall maintain, complete and accurate accounting records, in accordance with Generally Accepted Accounting Principles (GAAP) in the industry. Contractor shall also comply with 24 C.F.R. part 200 regarding accounting principles and procedures therein, utilizing internal controls, and maintaining necessary source documentation for all costs incurred.

(c) Inspection and Photocopying. At any time during normal business hours and as often as requested, Contractor shall permit, the Commission, the City of San Diego, HUD, the Comptroller General of the United States (Comptroller General), or any of their duly authorized representatives, to inspect and photocopy, at a reasonable location within the County of San Diego (e.g., the offices of Contractor), all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and/or evaluating Contractor's performance of its obligations and/or duties under this Agreement. The Commission, City of San Diego, HUD, or Comptroller General may retain copies of the same, with appropriate safeguards, if such retention is deemed necessary by the Commission, City of San Diego, HUD, or Comptroller General in its sole discretion. The Commission will keep all copies of Project Records in the strictest confidence required by law. If Contractor is unable to make any Project Records available for inspection within the County of San Diego, then Contractor shall pay all of the Commission's travel-related costs to inspect and/or audit the Project Records at the location where the Project Records are maintained. Any refusal by Contractor to fully comply with the provisions of this section shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

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

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

206. HUD Program Specific Audit Requirements

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

207. Contractor's Liability

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

208. Insurance

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

(b) Commercial General Liability Insurance

Attachment 1

- 1) At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Commercial General Liability Insurance, written on an ISO Occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000.
- 2) The policy shall expressly provide that:
 - (i) all defense costs shall be outside the limits of the policy; and
 - (ii) the policy cannot be cancelled or materially changed, except after 30 calendar days written notice by the insurer to the Commission by certified mail.
- 3) The policy shall be endorsed to expressly provide that:
 - (i) the City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego, their elected and appointed officials, officers, agents, employees, and representatives are named as additional insureds; and
 - (ii) the policy is primary and non-contributory to any insurance that may be carried by the Commission.
- 4) There shall be no endorsement or modification of the policy limiting the scope of coverage for insured versus insured claims, or for contractual liability.

(c) Commercial Automobile Liability Insurance.

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

Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego, their elected and appointed officials, officers, agents, employees, and representatives are named as additional insureds.

(d) Workers' Compensation Insurance

- 1) At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Workers' Compensation Insurance for Contractor's employees who are subject to this Agreement, to the extent required by the State of California, providing a minimum of \$1,000,000 of employers' liability coverage.
- 2) The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after 30 calendar days written notice by the Contractor to the Commission by certified mail.
- 3) The policy shall be endorsed to expressly provide that the insurer waives the right of subrogation against the City of San Diego, the San Diego Housing Commission, the Housing Authority of the City of San Diego and their elected and appointed officials, officers, agents, employees, and representatives.

(e) Errors and Omissions Insurance

- 1) Professional errors and omissions liability coverage is also required in the amount of \$1,000,000.

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

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

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

retentions to a sufficient level, as determined by the City and Commission, and Contractor shall comply with any such amendment.

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

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

(k) **Modifications Affecting Commission's Exposure to Loss.** Contractor shall not modify any policy (or endorsement thereto), which increases the Commission's exposure to loss for the duration of this Agreement.

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

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

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

209. Compliance with Laws and Policies

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

210. Conflict of Interest

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

- 1) the conflict of interest provisions in 24 CFR 576.404, 24 CFR 570.611, 2 CFR 200.112 and 2 CFR 200.318; and

2) California Government Code sections 1090 et. seq., and 81000 et. seq.

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

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

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

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

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

(e) Contractor’s personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any subcontractor or potential

subcontractor. Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations or policies.

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

211. Equal Opportunity Programs

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

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

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

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

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

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

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

(h) Nothing in this section shall be interpreted to hold Contractor liable for any discriminatory

practice of its subcontractors.

212. Non-Discrimination in Contracting

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

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

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

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

213. Local Business and Employment

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

214. Living Wage Ordinance

Where applicable, Contractor shall comply with the provisions of the Living Wage Ordinance, codified in San Diego Municipal Code sections 22.4301 through 22.4245, in performing its obligations and/or duties under this Agreement.

215. Americans With Disabilities Act

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

216. Interest of Member of Congress

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

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

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

218. Drug-free Workplace

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

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

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

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

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

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

219. Lobbying Provisions

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

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

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

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

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

220. Product Endorsement

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

221. Storm Water Pollution Prevention

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

222. Operating Manual

Contractor acknowledges compliance with the Operating Manual for the City of San Diego, including but not limited to, those provisions related to fiscal accountability, eligible and ineligible project expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative functions. Any desired changes by Contractor to the procedures set forth in the Operating Manual must be requested by Contractor, in writing and

approved by the Commission, in writing, before such changes may be implemented.

223. Playing By The Rules Handbook

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

224. Equal Benefits Ordinance

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

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

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

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

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

225. Uniform Administrative Requirements

Contractor shall comply with all applicable uniform administrative requirements set forth in 24 CFR 570.502 and 24 CFR 576.407. These federal documents are on file at the City of San Diego’s Economic Development Department, located at 1200 Third Avenue, Suite 1400, San Diego, CA, 92101.

226. Other Program Requirements

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

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

227. Davis-Bacon Act

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

228. Contract Work Hours and Safety Standards Act

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

229. Energy Policy and Conservation Act

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

230. Clean Air Act and Federal Water Pollution Control Act

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

231. Copeland “Anti-Kickback” Act

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

232. Fair Housing Act

Contractor shall comply with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) , as amended, which prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability. In addition, Contractor shall

comply with the regulations issued following Title VI of the 1964 Civil Rights Act (as amended by Executive Orders 11246, 11375, and 12086) and section 109 of the 1975 Housing and Community Development Act that prohibits discrimination in HUD programs based on sex, race, color, national origin, and religion and administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act.

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

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

233. Section 504

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

234. Lead-Based Paint

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

235. Resource Conservation and Recovery Act

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

236. Plan of Operation

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

237. Correction of Work

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

238. Subcontracting

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

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

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

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated. Such efforts shall include, but shall not be limited to: (1) including such firms, when qualified, on solicitation mailing lists; (2) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (3) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (4) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (5) using the services and assistance of the Small Business Commerce.

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

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

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

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

239. Assignability

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

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

240. Changes or Amendments

Contractor acknowledges and agrees to fully perform the entire Scope of Services. In the event that Contractor is unable to perform any portion of the Scope of Services, Contractor agrees to immediately inform the Commission in writing of such inability to perform. Within thirty (30) calendar days of failing to perform any required portion of the Scope of Services, the Contractor shall provide the Commission with a proposal regarding how the Contractor intends to address this inability to perform. Contractor agrees that the Commission retains full and complete discretion regarding any request to amend any portion of the Scope of Services under the Agreement. Should circumstances require and the parties agree that any of the terms or conditions of this Agreement be changed or amended, such changes or amendments shall only be accomplished by a written amendment or writing signed by the authorized representatives of the Commission and Contractor.

241. Extension of Contract Term

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

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice

of Extension in writing to the Contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

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

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

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

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

242. 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.

243. Partial Invalidity

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

244. Conflict between Agreement and Attachments

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

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

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

245. Correction of Work

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

246. Termination

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

247. Attorneys' Fees and Costs

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

248. Contract Governed by Laws of State of California

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

249. Jurisdiction and Venue

The Parties agree to submit to the personal jurisdiction of, and that venue shall be in, any State Court within the County of San Diego, State of California, for any dispute, claim, or matter arising out of, or related to, this Agreement.

250. Notice

In all cases where written notice is required under this Agreement, service of such notice shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper

notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement.

251. Covenants and Conditions

All provisions herein, expressed as either covenants or conditions on the part of the Commission or Contractor to be performed or observed, shall be deemed to be both covenants and conditions.

252. No Waiver

No failure of either the Commission or Contractor to insist upon the strict performance by the other of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement, and each and every term, covenant, and condition, herein shall continue in full force and effect to any existing or subsequent breach.

253. Successors in Interest

This Agreement, and all rights, obligations, and/or duties under this Agreement, shall be in full force and effect, whether or not any party to the Agreement has been succeeded by another entity, and all rights, obligations, and/or duties under this Agreement shall be vested and binding on any party's successor in interest.

254. Drafting Ambiguities

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

255. Signing Authority

Each individual executing this Agreement on behalf of a legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such entity in accordance with its terms. Contractor shall provide the Commission with evidence, satisfactory to the Commission, that such authority is valid and that such entity is a valid, qualified corporation or limited liability company in good standing in its home state and that such entity is qualified to do business in California.

256. Counterparts

This Agreement may be executed in counterparts, which, when taken together, shall constitute a single signed original, as though all Parties had executed the same page.

257. Headings

All headings in this Agreement are for convenience only, and shall not affect the interpretation of this Agreement.

258. Exhibits Incorporated

All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

259. Independent Contractor

Contractor acknowledges Contractor and its subcontractors are independent contractors, and not agents or employees of Commission. Any provision of this Agreement that may appear to give Commission a right to direct Contractor concerning the details of performing its obligations and/or duties under this Agreement, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of Commission concerning the end results of the performance.

260. Remedies Upon Default

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

The failure of the Commission to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. The Contractor shall give

seven (7) days written notice to cure any breach to the Commission. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

261. Casualty, Fire, Natural Disaster, and Misused Property. When program property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. If any damage to program property results from abuse or misuse occurring with Contractor's knowledge and consent, Contractor agrees to restore the program property to its original condition.

262. Insurance Proceeds. If Contractor receives insurance proceeds when program property has been lost or damaged by fire, casualty, or natural disaster, Contractor agrees to apply those proceeds to the cost of replacing the damaged or destroyed program property.

**CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF WORK**

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego’s (the City) and the Commission’s comprehensive approach to ending homelessness Contractor will operate the City of San Diego Coordinated Street Outreach Program (the “Program”). Utilizing Housing First principles, the Program’s objective is to actively engage individuals or households who are experiencing homelessness through two primary functions.

The primary role of Contractor will be to strategically engage individuals prioritized on the By Name List (hereinafter referred to as the “BNL”) managed by the Regional Task Force on the Homeless (hereinafter referred to as the “RTFH”) and to facilitate permanent housing placements. The secondary function focuses outreach resources in identified 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.

The Program supports the City of San Diego Community Action Plan on Homelessness (“Action Plan”), which provides a roadmap for addressing and ending homelessness in the City. The Action Plan identifies Coordinated Street Outreach as a critical function of the City’s Crisis Response System, and necessary to facilitate permanent housing placements. The Program is an important component to the vision, principles, and strategies identified within the Action Plan for a more comprehensive, humane, and effective approach to addressing and ending homelessness in San Diego.

2. ADMINISTRATIVE OFFICE LOCATION

Contractor will maintain an administrative office at 1250 Sixth Street, San Diego, CA 92101. The Contractor will maintain Program operations seven days a week between the hours of 7:00am and 10:00pm, excluding all Commission recognized holidays.

3. PROGRAM DESCRIPTION

Contractor will provide coordinated street outreach services that employs two distinct yet complementary functions as follows:

a. MOBILE HOMELESSNESS RESPONSE TEAM

The Mobile Homelessness Response team shall facilitate ongoing intensive engagement and connections to supportive services for unsheltered individuals identified on the By-Name-List. Contractor staff will provide street based case

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management services for prioritized clients with an emphasis on fostering positive exits from homelessness. Outreach services will employ problem-solving practices, leveraging internal and external resources, in an effort to quickly resolve prioritized clients instance of homelessness as well as to lead system navigation efforts, on an as needed basis, to address any barriers clients may be experiencing in obtaining housing.

b. RAPID RESPONSE TEAM

The Rapid Response Team shall work closely with Program supervisor(s), Commission staff and City staff to focus outreach activities in areas with high concentrations of individuals experiencing unsheltered homelessness as well as coordinating timely responses to various stakeholder referrals. This immediate response shall be orientated towards brief engagements and rapid housing focused problem solving, improving the client's sense of safety and assisting in meeting basic needs.

4. START- UP

a. Overview

Contractor will take the necessary steps to ensure the Program will be at minimum, provisionally operational no later than November 1, 2020.

The initial start-up budget reflects costs related to Program supplies, as well as one-time equipment needed for basic operations i.e. Program vehicle, cell phones, tablets and personal protective equipment.

b. Deliverables

Contractor will provide deliverables to the Commission's Senior Vice President of Homeless Housing Innovations, or designee, no later than 30 days after Agreement effective date.

Deliverables shall include the following:

DELIVERABLES	SPECIFICATIONS
Recruitment and Hiring of Staff For Operation of the Program	<ol style="list-style-type: none"> 1. Staff job descriptions <ol style="list-style-type: none"> a. Example: Peer Support Specialist, Rapid Response Team Member, Mobile Homelessness Resolution Team Member, and Team Leader. b. Contractor will provide verification to the Commission of training for all staff on Homelessness Prevention and Shelter Diversion, Trauma Informed Care, Motivational Interviewing, and Harm Reduction, within 60 days of hire date. In addition to any internal trainings, the Contractor provides to new and existing staff, the Contractor will attend any standardized community-wide trainings made available by RTFH, as directed by the Commission and/or as prescribed by RTFH community standards and policies. The Commission will review the verification during the Program's annual monitoring visit. 2. Staffing plan to accommodate delivery of services 7 days a week
Operational Planning and Setup	<ol style="list-style-type: none"> 1. Compliance with Federal Language Access Regulations <ol style="list-style-type: none"> a. Title VI of the Civil Rights Act of 1964 b. Executive Order 13166 2. Maintain an emergency preparedness plan, which includes at a minimum: <ol style="list-style-type: none"> a. Identification of the person(s) responsible for the initial response and subsequent action to be taken in the event of an emergency (“who’s in charge”) during each shift. b. Emergency phone numbers and resources, as well as a contact protocol for Contractor and Commission staff, accessible to all staff of the Program at all times.. 3. Update Program details and services in the 2-1-1 San Diego database; 4. Set-up and ensure training is completed for all Homeless Management Information System (HMIS) users; 5. Procedures for data entry, analysis, and reporting in the RTFH-approved HMIS of all program activities, as required by RTFH community standards.

DELIVERABLES	SPECIFICATIONS
<p>Service Model</p>	<p>Program Policies and Procedures must include at a minimum:</p> <ol style="list-style-type: none"> 1. Program design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, and diversion strategies, including plan for how internal and external resources and partnerships will be utilized to maximize permanent housing placements, longer term housing and supportive services provided to unsheltered clients. 2. Service description and delivery method for the following: <ol style="list-style-type: none"> a. Shelter diversion counseling b. Crisis Intervention c. Intake process and eligibility criteria d. Prioritization of entries, including a description of how clients referred through the By-Name-List and/or enrolled in a permanent housing intervention (rapid re-housing or permanent supportive housing) or in the process of identifying permanent housing will be prioritized, how the Operator will proactively reach out to those clients, e. Street Based Case Management including assessment, development of housing plan, case note documentation, and issuance of RTFH-approved triage tool for all program clients, when needed and appropriate. f. Housing location and connections to system navigation g. Supportive services referrals h. Basic Needs 3. Progressive suspension policies and termination of services procedures. 4. Form to be used for homeless eligibility using the U.S. Department of Housing and Urban Development’s (HUD) homeless definition and third party verification. 5. Low barrier guidelines for street based case management based on Housing First principles, the following criteria may not be used to determine Program eligibility: <ol style="list-style-type: none"> a. Sobriety and/or commitment to be drug-free; b. Requirements to take medication if the resident has a mental illness; c. Participation in religious services or activities; d. Payment or ability to pay; e. Identification. 6. Critical incident reporting policies and procedures. 7. Procedure for collecting and assessing client feedback and incorporating client feedback into service delivery and program design. 8. Client grievance policies and procedures. 9. Service Agreement/Terms of Service which include reference to violations that lead to immediate termination or exit from the Program

DELIVERABLES	SPECIFICATIONS
<p>Service Model (Continued)</p>	<p>10. Violence Against Women Act (VAWA) policies and procedures and notice of occupancy rights under VAWA See §§ 574.604(a)(2), 576.409(f), and 578.99(j)(9). Federal Register publication FR-5720-F-03 reauthorizing the Violence Against Women Act of 2013 can be viewed and referenced at https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf.</p> <p>11. Reasonable Accommodations</p> <p>12. Notice of privacy practices to be provided to clients</p> <p>13. Rights of clients served</p> <p>14. Any policy describing how persons outside of the target population are served and/or any exclusionary policies</p> <p>15. Housing First fidelity policies and description of the implementation and ongoing processes used to verify the program is operated in a manner consistent with Housing First.</p> <p>16. The policies must align with RTFH community standards, as they apply to outreach activities , and demonstrate the program does not:</p> <ul style="list-style-type: none"> a. Require a minimum level of income at entry; b. Screen out for substance use; c. Screen out for criminal record except as mandated by Federal, State or local regulations d. Screen out persons with history of victimization (domestic violence, assault, abuse); and e. Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income. <p>17. In addition, the Program does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when program clients determine they want assistance moving into permanent housing.</p> <p>18. Mandated reporting staff training and procedure.</p>

5. PROGRAM SERVICES

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

a. *Target Population/Geographical Area*

The Program will prioritize single adults/households within the City of San Diego experiencing unsheltered homelessness as identified in the By Name List administered by the RTFH.

b. *Program Eligibility*

- 1) Each Program client will be:

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

c. Program Components

- a) Conduct outreach and engagement efforts in the geographic locations where individuals and families experiencing homelessness reside in the City, including but not limited to streets, parks and other locations not meant for human habitation, with the goals of:
 - (i) Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
 - (ii) Determining diversion opportunities or housing interventions outside of CES when appropriate;
 - (iii) Administering the community triage and/or common assessment tool, as appropriate and as established by RTFH community standards and policies, or referring individuals to access sites;
 - (iv) Complete standardized housing assessment as developed/ directed by Commission, City or RTFH
 - (v) Make efforts to maintain contact with known individuals as frequently as possible to foster deeper engagement and linkage to community resources and longer term and permanent housing options frequently as possible;
 - (vi) Addressing basic needs, including but not limited to, access to food, clothing, and safety;
 - (vii) Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate; and
 - (viii) Maintaining documentation of outreach efforts and participants' choice to accept or refuse resource referrals/opportunities, in a form and format determined by the

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Commission or as established by RTFH community standards and policies

- b) Housing First program with low barriers to entry and operations;
- c) Housing-focused program which aims to resolve client's homelessness as quickly as possible while also meeting client's basic needs;
- d) Participation in intakes, screenings, assessments, and case conferencing or other integral components of CES as appropriate and established by RTFH community standards and policies;
- e) Access to street based case management services, including but not limited to:
 - (i) Development of client housing plan, including stabilization strategies and client goals and objectives;
 - (ii) Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate
 - (iii) Assistance in locating safe and affordable permanent or other longer-term housing opportunities for clients; including determining diversion opportunities or housing interventions outside of CES;
 - (iv) Assistance with housing applications and supportive/subsidized housing paperwork;
- f) Data entry, analysis, and reporting in the RTFH-approved HMIS of Program activities as required by RTFH;
- g) Quarterly collection of client satisfaction data and quarterly reporting to the Commission summarizing how client satisfaction data was collected during the reporting period, the assessment of the data, and how the findings were incorporated into service delivery and program design.

d. *Community Engagement*

Maintain a Community Engagement/Good Neighbor Plan, including but not limited to:

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

e. *Emergency Preparedness*

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

- 1) Identification of the person(s) at the Program Administrative Office 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 in the field and at the Program Administrative office at all times.
- 3) Emergency evacuation plans, polices, procedures and points of contact must be readily available to program staff at all times.
- 4) Fire escape emergency plan, a fire watch at all times (including hourly logs), and compliance with Fire Marshal inspections and recertifications as needed.
- 5) Emergency procedures for the following events;
 - a. Fire;
 - b. Earthquake;
 - c. Flood;
 - d. Wildfire;
 - e. Tsunami;
 - f. Gas leak;
 - g. Power outage;
 - h. Medical emergencies;
 - i. Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations
- 6) Locations of emergency equipment and supplies, posted/displayed at the Program Administration office site at all times.

f. *System Coordination*

1) *Coordinated Entry System (CES)*

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

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

2) *Youth Homeless Demonstration Grant (YHDP)*

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

3) *2-1-1 San Diego*

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

4) *Community Information Exchange (CIE)*

Contractor must participate in and utilize the 2-1-1 database, CIE, to the maximum extent possible that aligns with the Program's objectives and services and is appropriate for the model of service delivery. At minimum, this utilization must include access for direct service staff to log into CIE to view client profiles to aid in the creation of service plans and coordination of care. Contractor is expected to work with 2-1-1 to identify

and implement the most appropriate level of integration for the Program; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

6. PROGRAM STANDARDS AND PERFORMANCE MONITORING

a. Compliance, Performance Monitoring, and Improvement Activities

- 1) Contractor must actively participate in compliance and performance monitoring and improvement activities required by Commission.
- 2) Contractor will attend and contribute to any meetings or trainings (sharing Contractor's expertise and learning from others), and partnering with Commission in a collaborative improvement process by identifying and implementing improvements.
- 3) Contractor must comply with requirements for care and maintenance of program assets, including participation in semiannual inspections by Commission staff, performance of required maintenance, and timely notification of any issues with program assets to Commission staff.
- 4) Commission staff involved in monitoring and/or administrating the Agreement, and providing guidance or technical support to the Contractor, may visit the Program Administrative office from time to time.
- 5) Contractor shall submit complete policies and procedures to Commission for review as set forth herein within 60 calendar days of contract effective date. Contractor must provide current policies and procedures at any time during the term of this Agreement within 15 calendar days of request by the Commission. Any changes to the policies and procedures shall be submitted to the Commission for review. The Commission reserves the right to request changes to Program policies and procedures throughout the term of the Agreement. Program policies and procedures must include, at a minimum, the following components:
 - a) Program design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, and diversion strategies, including plan for how internal and external resources and

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partnerships will be utilized to maximize services provided to clients.

- b) Service description and delivery method for the following:
- (i) Shelter diversion counseling
 - (ii) Crisis Intervention
 - (iii) Intake process and eligibility criteria
 - (iv) Prioritization of entries, including a description of how clients referred through the By-Name-List and/or enrolled in a permanent housing intervention (rapid re-housing or permanent supportive housing) or in the process of identifying permanent housing will be prioritized, how the Operator will proactively reach out to those clients,
 - (v) Street Based Case Management including assessment, development of housing plan, case note documentation, and issuance of RTFH-approved triage tool for all Program clients, when needed and appropriate.
 - (vi) Housing location and connections to system navigation
 - (vii) Supportive services referrals
 - (viii) Basic Needs
 - (ix) Case management including assessment, development of housing plan, case note documentation, issuance of RTFH-approved triage tool for all Program clients, when needed and appropriate.
 - (x) Program exit procedures/termination policies
 - (xi) Procedure for verifying and documenting homelessness that is compliant with HUD's recordkeeping and reporting requirements and RTFH's community standards, including third-party due diligence after project entry. The procedures must require documentation at intake of the evidence relied upon to establish and verify homelessness and must establish the order of priority for obtaining evidence. Lack of third party documentation should not be a barrier to project entry if the participant is otherwise eligible.
 - (xii) Low barrier guidelines based on Housing First principles, the following criteria may not be used to determine Program eligibility and continued stay:
 - i. Sobriety and/or commitment to be drug-free

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- ii. Requirements to take medication if the resident has a mental illness
 - iii. Participation in religious services or activities
 - iv. Payment or ability to pay
 - v. Identification
- c) Contraband control and confiscation policy
 - d) Critical incident reporting policies and procedures
 - e) Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and Program design
 - f) Client grievance policies and procedures
 - g) Client confidentiality and privacy/consent (ROI)
 - h) Progressive disciplinary policy for clients and procedures for client appeals
 - i) Service Agreement/Terms of Service which include reference to violations that lead to immediate termination
 - j) Violence Against Women Act (VAWA) policies and procedures and notice of occupancy rights under VAWA; See §§ 574.604(a)(2), 576.409(f), and 578.99(j)(9); The Federal Register publication FR-5720-F-03 reauthorizing the Violence Against Women Act of 2013 can be viewed and referenced at <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.
 - k) Biohazard waste policies and procedures
 - l) Reasonable Accommodation Requests/Appeal process
 - m) Notice of privacy practices to be provided to clients
 - n) Rights of Persons Served

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

b. Staffing and Training

- 1) Contractor will participate in any Housing Focused Shelter training provided by Commission or RTFH as directed by Commission and participate in any future assessments that may be conducted through a third party consultant to assist Commission, the City and Contractor in ensuring program design best meets the needs of the population being served, is focused on exits to permanent housing, and aligns with national best practices and regional standards as determined by Commission and RTFH.

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- 2) Contractor will provide documentation of annual training on all mandated subjects (listed below) to all Program operations staff, regardless of length of service;
- 3) Contractor will ensure that all service staff funded by this Program participate in all required trainings as determined by Commission, which at a minimum will include Homelessness Prevention and Shelter Diversion, Trauma Informed Care, Motivational Interviewing, Harm Reduction, and operating a Housing-Focused shelter program; and
- 4) Contractor will maintain a written drug and alcohol free policy for staff that is posted/displayed at the Program Administrative office at all times, which will include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol.

c. Housing First¹

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

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

d. Program Records

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

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

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records, documents, and any other financial data or records for review.

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

2) *Homeless Management Information System (HMIS)*

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

e. Mandatory Attendance

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

f. Match and Leverage Commitments

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

7. PROGRAM OUTCOMES

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

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- c. Performance data will be tracked and analyzed over the initial term of the Agreement in order to establish benchmarks for each outcome measure and to establish goals for subsequent terms.
- d. For the Agreement term, Contractor shall use good faith efforts to accomplish the following primary Program outcomes and targets:

OVERALL PROGRAM OUTCOMES

PERFORMANCE OUTCOMES	MEASURE	TARGET
Resource Utilization	Number of individuals/households served (unique and aggregate)	Reporting Only
	Average client case load	Reporting Only
Prioritization	Percentage of clients referred from the By-Name-List	50% (Mobile Homeless Resolution Team)
	Percentage of Engaged Clients Exited to Permanent Housing Matched Through CES	Reporting Only
Exits	Total Exits per month and YTD	Reporting Only
	Exits to Permanent Housing	65 households
	Exits to Emergency Shelter per month and YTD	Reporting Only
	Exits to Longer-Term Housing per month and YTD	Reporting Only
	Length of time to exit by type per month and YTD	Reporting Only
Conversion	Percentage of Enrollments that are Converted into Engagements	Reporting Only
	Length of Time to Convert Client Enrollments into Engagements	Reporting Only
System Coordination	Number of Resource Referrals Provided by Type	Reporting Only
	Clients Assisted in Obtaining Valid Identification and/or Social Security Card	Reporting Only
Response	Number of Requests Received by Source and Response Time	Reporting Only
	Geographic Distribution Detail by Council District	Reporting Only

MOBILE HOMELESSNESS RESPONSE TEAM

PERFORMANCE OUTCOMES	MEASURE	TARGET
Resource Utilization	Average client caseload	Reporting Only

Attachment 1

Prioritization	Percentage of clients referred from the By-Name-List	50%
	Percentage of Clients referred from the By-Name-List that are subsequently connected to a CES Resource	Reporting Only
	Percentage of Engaged Clients Exited to Permanent Housing Matched Through CES	Reporting Only
	Instances of Service	Reporting Only
Exits	Exits to Permanent Housing	Reporting Only
	Exits to Emergency Shelter	Reporting Only
	Exits to Longer-Term Housing	Reporting Only
	Length of time to exit by type	Reporting Only
Conversion	Percentage of Enrollments that are Converted into Engagements	Reporting Only
	Length of Time To Convert Client Enrollments into Engagements	Reporting Only
System Coordination	Number of Resource Referrals provided by type	Reporting Only
	Clients assisted in obtaining valid identification and/or Social Security Card	Reporting Only

RAPID RESPONSE TEAM

PERFORMANCE OUTCOMES	MEASURE	TARGET
Response	Number of individuals/households served (unique and aggregate)	Reporting Only
	Geographic Distribution Detail by Council District	Reporting Only
Exits	Positive Outcome	Reporting Only
	Exits to Emergency Shelter	Reporting Only
	Exits to Longer-Term Housing	Reporting Only
	Length of Time to Exit by Type	Reporting Only
Conversion	Percentage of Enrollments that are Converted into Engagements	Reporting Only
	Length of Time To Convert Client Enrollments into Engagements	Reporting Only
System Coordination	Number of Resource Referrals provided by type	Reporting Only
	Clients assisted in obtaining valid identification and/or Social Security Card	Reporting Only

Collectively, the Program performance will be measured by its ability to provide permanent housing solutions as well as the consistency and quality of client engagements versus the quantity of individuals served. The Commission is committed to supporting the contractor in achieving the aforementioned goals and will be making technical assistance available to facilitate adjustments to the service model as necessary.

8. REQUEST FOR REIMBURSEMENT (“RFR”)

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

9. REVERSION

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

10. MEDIA/COMMUNICATIONS

Attachment 1

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

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

11.CLOSE-OUTS

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

12.COVID-19 EMERGENCY RESPONSE

Attachment 1

- a. Services provided under this Agreement shall include the provision of services at other sites as may be deemed necessary or appropriate as determined by the City of San Diego and directed by Commission to best serve client needs under County, State or Federal directions or restrictions related to mitigating the spread of COVID-19.
- b. Any necessary adjustments to specific line item amounts as detailed in the Contract Attachment No. 3, will be memorialized through an administrative review and approval process, and acknowledged by Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.
- c. Any proposed increases to the overall budget may be requested in writing by Contractor. Such requests may be reviewed and approved by Commission in its sole discretion

13. DEFINITIONS

TERM	DEFINITION
2-1-1 San Diego²	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing³	Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible. Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.
Chronically Homeless⁴	A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe

² “What is 2-1-1 San Diego.” 2-1-1 San Diego, 211sandiego.org/mission-values/what-is-211/.

³ “Regional Task Force on the Homeless – Community Standards.” San Diego Regional Task Force on the Homeless, January 2018, p. 23, www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf.

⁴ “Defining Chronically Homeless Final Rule.” HUD EXCHANGE, vol. 80. No. 233, Dec. 2015, p. 75793. Federal Register, <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

Attachment 1

	<p>haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
<p>Community Development Block Grant⁵</p>	<p>The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.</p>
<p>Continuum of Care⁶</p>	<p>The Continuum of Care (CoC) Program is designed to promote community- wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.</p>

⁵ “Community Development Block Grant Program – CDBG.” HUD.GOV, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

⁶ “Continuum of Care (CoC) Program.” HUD EXCHANGE, www.hudexchange.info/programs/coc/.

Attachment 1

<p>Coordinated Entry System⁷</p>	<p>The Coordinated Entry System (CES) functions throughout the San Diego region and connects individuals and families experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless (RTFH). Information provided by homeless individuals and entered into the Homeless Management Information System (HMIS) is utilized by RTFH to triage homeless San Diegans into the most appropriate housing intervention.</p>
<p>Critical Incident Report⁸</p>	<p>A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the program.</p>
<p>Diversion⁹</p>	<p>A strategy used to prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.</p>
<p>Emergency Shelter¹⁰</p>	<p>Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions</p>
<p>Matching Funds¹¹</p>	<p>The term “matching funds” refers to the amount of project funding that a grantee agrees to provide in return for being awarded partial funding of the same project.</p>

⁷ “Coordinated Entry System (CES) Policies and Procedures.” San Diego Regional Task Force on the Homeless, 23 Jan. 2018, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf

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

⁹ “Closing the Front Door: Creating a Successful Diversion Program for Homeless Families.” National Alliance to End Homelessness, endhomelessness.org/wp-content/uploads/2011/08/creating-a-successul-diversion-program.pdf

¹⁰ “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

¹¹ “Glossary of Terms.” U.S. Department of Homeland Security, www.fema.gov/glossary-terms

Homeless¹²	<p><u>Category 1:</u> Individual or Family who lacks a fixed, regular, and nighttime residence, meaning:</p> <ul style="list-style-type: none"> • Has a primary nighttime residence that is a public or private place not meant for human habitation; • Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or • Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. <p><u>Category 2:</u> Individual or family who will imminently lose their primary nighttime residence, if:</p> <ul style="list-style-type: none"> • Residence will be lost within 14 days of the date of application for homeless assistance; • No subsequent residence has been identified; and • The individual or family lacks the resources or support networks needed to obtain other permanent housing. <p><u>Category 4:</u> Any individual or family who:</p> <ul style="list-style-type: none"> • Is fleeing, or is attempting to flee, domestic violence; • Has no other residence; and • Lacks the resources or support networks to obtain other permanent housing.
Homeless Assistance Standards¹³	The Homeless Emergency Assistance and Rapid Transition to

¹² “HEARTH Homeless Definition Final Rule.” HUD Exchange, vol. 76, No. 233, Dec. 2011, p. 75999. Federal Register, www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf.

¹³ “Regional Task Force on the Homeless Community Standards.” Fermanian Business & Economic Institute,

Attachment 1

	Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care’s geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego.
Homeless Management Information System¹⁴	A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The San Diego regional HMIS software is called Clarity.
Housing First¹⁵	Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.
Integrated Homeless Outreach Team¹⁶	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing¹⁷	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night.

May 2017, www.rtfhsd.org/wp

content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_- 051817.pdf.

¹⁴ “Homeless Management Information System.” HUD EXCHANGE, www.hudexchange.info/programs/hmis/.

¹⁵ “Housing First in Permanent Supportive Housing.” HUD EXCHANGE, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf.

¹⁶ “Homeless Outreach Team (HOT).” The City of San Diego, www.sandiego.gov/homeless-services/programs/hot.

¹⁷ “Regional Task Force on the Homeless Community Standards.” Fermanian Business & Economic Institute, May 2017, p. 23, www.rtfhsd.org/wp-

Attachment 1

<p>Memorandum of Understanding¹⁸</p>	<p>A Memorandum of Understanding (MOU) is a formal, written agreement between two or more parties that establishes a partnership. Unless an MOU affirmatively states that parties do not intend to be legally bound by its terms, it will generally be considered a binding agreement.</p>
<p>McKinney-Vento Act¹⁹</p>	<p>The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.</p>
<p>Permanent Housing²⁰</p>	<p>Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program client must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.</p>
<p>Psychiatric Emergency Response Team²¹</p>	<p>The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.</p>

¹⁸ “Establishing a Memorandum of Understanding.” The University of Chicago Office of the Provost, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

¹⁹ “Law & Guidance, Part C – Homeless Education.” U.S. Department of Education, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg116.html.

²⁰ “Continuum of Care (CoC) Program Eligibility Requirements.” HUD EXCHANGE, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

²¹ “Psychiatric Emergency Response Team: Improving and Enriching Lives.” Community Research Foundation, 2010. www.comresearch.org/pert.php.

Attachment 1

<p>Regional Task Force on the Homeless²²</p>	<p>The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego as well as tracking regional data on the homeless. RTFH is also the administrator of the central HMIS for the region</p>
<p>San Diego Housing Commission and SDHC²³</p>	<p>The San Diego Housing Commission or SDHC (when used in this document these terms are synonymous) provides affordable, safe, and quality homes for low- and moderate-income families and individuals in the City of San Diego.</p>
<p>U.S. Department of Housing and Urban Development²⁴</p>	<p>The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all. HUD’s mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.</p>
<p>U.S. Interagency Council on Homelessness²⁵</p>	<p>The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.</p>
<p>Veteran²⁶</p>	<p>Low to Moderate Income (LMI) veterans who served in the armed forces of the United States on federal active duty for reasons other than training and who were discharged or released therefrom. Individuals who served in the National Guard or Reserves are classified as Veterans only if they were called or ordered to active duty, not counting the four to six months for initial training or yearly summer camps. Service as a civilian employee or civilian volunteer for the Red Cross, United Service Organizations (USO), Public Health Service, or War or Defense Department is not considered active duty. For Merchant Marine service, only service during World War II is considered active duty, and no other period of service.</p>

²² “San Diego Regional task Force on the Homeless Website.” San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

²³ “San Diego Housing Commission-About Us.” San Diego Housing Commission. www.sdhc.org/about-us/

²⁴ “HUD.GOV-About HUD.” U.S. Department of Housing and Urban Development, www.hud.gov/about.

²⁵ “About USICH.” United States Interagency Council on Homelessness, www.usich.gov/about-usich/.

²⁶ “FY 2018 CDBG Request for Qualifications (RFQ) Frequently Asked Questions (FAQ).” The City of San Diego, 2 Nov, 2016, p. 5, www.sandiego.gov/sites/default/files/fy18cdbgrfqaq1.pdf.

Attachment 1

<p>Violence Against Women Act (VAWA)²⁷</p>	<p>The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely on the basis that an individual is a victim of domestic violence, dating violence, stalking or sexual assault. VAWA applies to all individuals regardless of sex, gender identity, or sexual orientation.</p> <p>Under most circumstances, a survivor need only to self-certify in order to exercise rights under VAWA, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections under VAWA.</p> <p>VAWA includes housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD’s core housing and homelessness programs²⁸. These protections apply to certain housing programs subsidized by HUD even where there is no lease, including shelters, temporary housing, short-term supported housing, and safe havens.</p> <p>VAWA's housing protections include emergency transfers which allow survivors to move to another safe and available unit if they fear for their life and safety. Additionally, covered housing providers cannot deny tenancy or occupancy rights based solely on adverse economic and criminal consequences that are a direct result of being a survivor, such as damage to survivor’s property causing eviction and poor rental history.²⁹</p>
<p>Vulnerability Index-Service Prioritization and Decision Assistance Tool³⁰</p>	<p>The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) is an evidence based common assessment tool containing a set of questions designed for initial screening to quickly assess the health and social needs of people experiencing homelessness and match them with the most appropriate support and housing interventions that are available. This tool examines and scores an individual or family’s vulnerability level, and provides a basis for prioritizing clients for housing opportunities.</p>

²⁷ <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

²⁸ https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act

²⁹ <https://archives.hud.gov/news/2016/pr16-159.cfm>

³⁰ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf.

Attachment 1

**CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE**



SAN DIEGO
HOUSING
COMMISSION

**SAN DIEGO HOUSING COMMISSION
SUBRECIPIENT PROJECT BUDGET
SUMMARY**

Fiscal Year: 2021

Project Name: Coordinated Street Outreach Program

Provider Name: PATH San Diego

PERSONNEL EXPENSES (PE)	City GF		OTHER FUNDING SOURCES		TOTAL PROJECT BUDGET
			[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	
Salaries & Wages	\$ 584,333.36	\$ -			\$ 584,333.36
Fringe Benefits	\$ 157,770.01	\$ -			\$ 157,770.01
TOTAL PE BUDGET	\$ 742,103.37	\$ -	\$ -	\$ -	\$ 742,103.37
NON-PERSONNEL EXPENSES (NPE)	City GF		[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	TOTAL PROJECT BUDGET
Communication	10,773.33				\$ 10,773.33
Insurance	8,000.00				\$ 8,000.00
Supplies - Admin Use	7,500.00				\$ 7,500.00
Supplies - Client Use	67,536.08				\$ 67,536.08
Training	6,000.00				\$ 6,000.00
Transportation	21,723.60				\$ 21,723.60
Start Up Cost	70,585.00				\$ 70,585.00
Indirect Cost	93,422.14				\$ 93,422.14
					\$ -
					\$ -
TOTAL NPE BUDGET	\$ 285,540.13	\$ -	\$ -	\$ -	\$ 285,540.13
TOTAL PROJECT BUDGET	\$ 1,027,643.00	\$ -	\$ -	\$ -	\$ 1,027,643.49

NOTES / COMMENTS

The proposed budget includes the following one-time expenditures related to program start up;

- \$33,000 Vehicle acquisition, license and registration
- \$23,000 Laptops, cell phones and tablets
- \$9,000 HMIS User Licensing
- \$5,585 Personal Protective Equipment and Hygiene Supplies

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN DIEGO AND
THE SAN DIEGO HOUSING COMMISSION
FOR THE COORDINATED STREET OUTREACH PROGRAM**

This Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Coordinated Street Outreach Program (“MOU”) is dated as of _____, 2020 is entered into by and between the SAN DIEGO HOUSING COMMISSION, a public agency (“Commission”) and the CITY OF SAN DIEGO, a municipal corporation (“City”), hereinafter, collectively, referred to as the “Parties” and each individually, as a “Party,” shall become effective upon signature of both Parties.

RECITALS

WHEREAS, the 2020 homelessness census known as the Point-in-Time Count indicated that 4,887 individuals were experiencing homelessness in City, representing 64% of all homeless individuals counted in the County of San Diego; and

WHEREAS, the 2020 Point-in-Time Count indicated 2,283 individuals or 47% of the City’s homeless population were identified as being unsheltered and residing in locations not meant for human habitation; and

WHEREAS, the City took action on June 8, 2020 as part of the Fiscal Year 2021 City Budget Approval to appropriate \$1.5M for the purpose of providing Coordinated Street Outreach services within the City of San Diego (R-313071); and

WHEREAS, the City took further action on June 16, 2020 to appropriate \$250,000 in State Homeless Housing Assistance Program funding for the purpose of creating a Street Outreach Coordinator position to complement the Coordinated Street Outreach services that would be employed through the San Diego Housing Commission (R-313113); and

WHEREAS, one of the three primary goals of the City’s Community Action Plan on Homelessness (CAP) is to decrease unsheltered homelessness by 50% by 2023; and

WHEREAS, the San Diego region, through the Regional Task Force on the Homeless (RTFH), has adopted policy guidelines for a regional response for addressing unsheltered homelessness and encampments; and

WHEREAS, national best practices demonstrate that homeless outreach efforts are most effective when they are:

- a. Systemic, Coordinated and Comprehensive
- b. Housing Focused
- c. Person-Centered, Trauma Informed, and Culturally Responsive
- d. Emphasize Safety and Reduce Harm; and

Attachment 2

WHEREAS, the City and the Commission desire to enter into this MOU to memorialize the agreement of the Parties for the ongoing administration of the Coordinated Street Outreach Program (“Program”).

NOW THEREFORE, the City and Commission agree as follows:

- I. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this MOU by this reference, as though fully set forth in this MOU.
- II. **Term and Termination of MOU.**
 - A. **Term.** The term of this Coordinated Street Outreach Program MOU is November 1, 2020 through June 30, 2021. The term may be administratively extended for a period of one (1) year by written agreement between the City Administrator, defined below, and Commission President & CEO, in each party’s respective sole discretion. The Parties may elect to exercise the option for less than a year, if there are insufficient funds to support a full year of operations. If the extension option is exercised, this MOU will continue from November 1, 2020 through June 30, 2022 for a total term of one year and eight months.
 - B. **Termination of MOU.** Either Commission or the City may terminate the MOU and all obligations assigned thereunder for any reason by providing 30 days written notice to the other Party.
- III. **Commission Responsibilities**
 - A. The Commission shall be responsible for the day-to-day general management, administration, and oversight of the Coordinated Street Outreach Program in the City of San Diego (“Outreach Program”) as defined herein and as further defined within applicable subcontract agreements, once executed, under the guidance of the Commission Administrator, defined herein, and with the input provided by the City Administrator, defined below. The Commission Administrator shall be the Senior Vice President, Homeless Housing Innovations Division, or successor position, or that individual's designee.
 - B. The Commission shall provide for outreach coordination, and facilitate the strategic coordination of City- or Commission- funded street-based outreach resources, and maintain adequate staff to conduct that activity, if and to the extent that the City commits funding to support the facilitation of this role by the Commission. Compensation for the obligations set forth in this Section III(B) shall be provided pursuant to the Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Provision of HHAP Block Grant Funded Programs as attached hereto in Attachment 1 (“HHAP MOU”).

Attachment 2

- C. The Commission shall competitively procure, and execute an operating agreement with, a contractor (“Operator”) for the purpose of providing Coordinated Street Outreach services in the City.
- D. The Commission shall collect monthly reporting on program performance metrics and outcomes from the contracted operator, and provide regular reporting summaries to the City in a form and format agreed upon by both Parties. Reporting metrics and outcomes shall be limited to those metrics set forth in Commission Operator agreement which is attached hereto as Attachment A (“Reports”).
 - 1. The Commission shall provide regular, not less than quarterly, Reports to the City Administrator for review, feedback, and subsequent publishing for public access.
 - 2. The Commission acknowledges that there will be instances where additional reporting frequency or specific requests may need to be accommodated to meet City’s needs related to public information provision or grant compliance, and the Commission will work with the City Administrator to address those needs within the Commission’s available resources to meet the request(s) in a reasonable amount of time.
- E. The Commission shall require that the Operator operate in a data-driven manner. For purposes of this MOU, that means collecting accurate and complete data relevant to outreach services and using that data along with other relevant information to inform daily activities, such as where to deploy outreach staff. Commission shall require the Operator to coordinate with other outreach teams, as appropriate.
- F. The Commission acknowledges that the City Administrator may provide input including recommendations on prioritization of outreach efforts, geographic distribution, and development of new outreach related programs. Any such input would be considered by the Commission in alignment with community standards and national best practice. Should such input result in evolution of program design and result in increased costs to the program budget, it would only be implemented if and to the extent that the City Administrator was able to identify and commit additional funding to support the change.
- G. The Commission acknowledges that the City Administrator will provide information to the Commission to help inform the activities of the Coordinated Outreach Program, such as individualized or aggregated information about people or areas in need of attention by outreach teams, through sources that include but are not limited to: constituent requests, the City’s “Get It Done” application, and information provided by City staff working in the City’s communities.
- H. Any responsibilities set forth in Article IV “City Responsibilities” below shall be explicitly excluded from the Commission’s responsibilities.

IV. City Responsibilities

- A. The City shall provide funding under this MOU for the Outreach Program from the City of San Diego’s General Fund, monthly, on a reimbursement basis, in accordance with the terms and conditions of this MOU and shall provide two months advance payments within 15 days of the effective date of this MOU. The total annual amount of funds committed to via this MOU is \$1,500,000. Initial and subsequent term amounts, given the MOU is extended by both Parties, are reflected in the table:

FUNDING SOURCE	FUNDING USE	FY 2021 (8 Month Term)	FY 2022
Homeless Strategies Department – General Fund	SDHC Administration	\$50,000	\$75,000
	PATH Operating Contract	\$1,027,643	\$1,425,000
TOTAL		\$1,077,643	\$1,500,000

- B. Pursuant to the HHAP MOU, the City shall provide \$250,000 for Outreach Coordination. Disbursements of the \$250,000 shall be made in compliance with the terms of the HHAP MOU.
- C. The City shall designate and maintain a City Administrator (“City Administrator”) to coordinate with the Commission regarding the program, including by reviewing performance metrics and use of new outreach standards and practices. The City Administrator shall be the Homelessness Strategies Department Director or Chief of Homelessness Strategies, or successor position, or that individual's designee. City Administrator shall provide information to the Commission to inform the activities of the Outreach Program, as described above.
- D. The City shall provide input to the Commission regarding potential need to implement outreach program protocols that call for changes or improvements to outreach activities, which may include those adopted through regional, local, or Community Action Plan oversight bodies. Any such input would be considered by the Commission in alignment with community standards and national best practice. Should such input result in evolution of program design and result in increased costs to the program budget, it would only be implemented if and to the extent that the City Administrator was able to identify and commit additional funding to support the change.
- E. While Survey1-2-3 continues to be relevant for the collection of geographic data related to outreach, the City will endeavor to maintain operations of the application to support the Coordinated Street Outreach program.

Attachment 2

- F. The City shall explore the expansion of, or changes to, its “Get It Done” application to serve as a mechanism to receive, review, and refer applicable community requests for outreach services. The City further acknowledges that delay and or inability to implement this type of referral process through the “Get-it –Done” application may impact the level of responsiveness and service to urgent intervention requests that the outreach program may be able to achieve..

V. **COVID-19 Operations**

The Parties agree that due to the ongoing COVID-19 pandemic, operations of the Program may be modified as necessary to best serve client needs and to mitigate the spread of COVID-19. Any agreements between the Parties, in existence prior to this MOU or adopted subsequently, relating to addressing the impact of COVID-19 on individuals experiencing homelessness, and which temporarily modify the terms of this MOU shall be agreed to in writing by the Parties.

VI. **Funding**

The City will endeavor to secure funding for the performance of obligations under this MOU. The City is responsible for determining that the funds provided under this MOU within the permitted uses of the applicable funding sources.

Should funding become unavailable at any point during the term of this MOU, either Party may terminate this agreement upon 30 days written notice.

VII. **General Provisions**

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

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B. Insurance. City certifies that it is self-insured and will maintain the same level of insurance throughout the duration of this MOU. Commission certifies it has obtained insurance as set forth herein:

1. Commission shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below. If nothing is checked or indicated below, the limit shall be One Million Dollars (\$1,000,000.00):

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

2. This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty(30) days advance written notice to the City. Coverage shall remain in full force and effect during the entire term of the policy.

C. Amendments. Any changes to this MOU shall be in writing and signed by both Parties. Commission's President and Chief Executive Officer, or designee, and the Mayor, or designee, shall have the authority to execute amendments to this MOU, which do not otherwise require City Council or Housing Authority approval.

D. Assignability. Neither Party shall assign any interest in this MOU and shall not transfer any interest in the same (whether by assignment or novation).

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

F. Entire Agreement. This MOU represents the entire understanding between the Parties about the subject matter of the MOU.

G. Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this MOU. The Parties have participated substantially in the negotiation, drafting, and revision of this MOU, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this MOU may be used in the singular, plural, past tense or

Attachment 2

future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this MOU. The words “include” and “including” in this MOU shall be construed to be followed by the words: “without limitation.” Each collective noun in this MOU shall be interpreted as if followed by the words “(or any part of it),” except where the context clearly requires otherwise. Every reference to any document, including this MOU, refers to such document, as modified from time to time (excepting any modification that violates the MOU), and includes all exhibits, schedules, addenda and riders to such document. The word “or” in this MOU includes the word “and,” except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form or similar governmental requirement in this MOU refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

- H. No Other Representations or Warranties. Except as expressly set forth in this MOU, no Party makes any representation or warranty material to this MOU to any other Party.

[Intentionally Blank]

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

SAN DIEGO HOUSING COMMISSION,
a public agency

CITY OF SAN DIEGO,
a California municipal corporation

By: _____

Jeff Davis
Chief of Staff

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Attachment 2

APPROVED AS TO
FORM:

APPROVED AS TO
FORM:

CHRISTENSEN &
SPATH LLP,
a California Limited
Liability Partnership

MARA W. ELLIOTT
CITY ATTORNEY

By: _____
Charles B. Christensen
General Counsel

By: _____
Deputy City Attorney

Date: _____

Date: _____



**SAN DIEGO
HOUSING
COMMISSION**

SAN DIEGO HOUSING COMMISSION

SUBRECIPIENT PROJECT BUDGET SUMMARY

Fiscal Year: 2021

Project Name: Coordinated Street Outreach Program

Provider Name: PATH San Diego

			OTHER FUNDING SOURCES		
PERSONNEL EXPENSES (PE)	City GF		[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	TOTAL PROJECT BUDGET
Salaries & Wages	\$ 584,333.36	\$ -			\$ 584,333.36
Fringe Benefits	\$ 157,770.01	\$ -			\$ 157,770.01
TOTAL PE BUDGET	\$ 742,103.37	\$ -	\$ -	\$ -	\$ 742,103.37
NON-PERSONNEL EXPENSES (NPE)	City GF		[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	TOTAL PROJECT BUDGET
Communication	10,773.33				\$ 10,773.33
Insurance	8,000.00				\$ 8,000.00
Supplies - Admin Use	7,500.00				\$ 7,500.00
Supplies - Client Use	67,536.06				\$ 67,536.06
Training	6,000.00				\$ 6,000.00
Transportation	21,723.60				\$ 21,723.60
Start Up Cost	70,585.00				\$ 70,585.00
Indirect Cost	93,422.14				\$ 93,422.14
					\$ -
					\$ -
TOTAL NPE BUDGET	\$ 285,540.13	\$ -	\$ -	\$ -	\$ 285,540.13
TOTAL PROJECT BUDGET	\$ 1,027,643.50	\$ -	\$ -	\$ -	\$ 1,027,643.49

NOTES / COMMENTS

The proposed budget includes the following one-time expenditures related to program start up;

- \$26,385 Vehicle acquisition, license and registration
- \$25,200 Laptops
- \$9,000 HMIS Program Set Up & Licensing
- \$5,000 Cell Phones/Tablets
- \$5,000 Personal Protective Equipment and Hygiene Supplies

HOUSING AUTHORITY OF
THE CITY OF SAN DIEGO

RESOLUTION NUMBER HA-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO AUTHORIZING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO HOUSING COMMISSION REGARDING THE COORDINATED STREET OUTREACH PROGRAM AND APPROVING THE OPERATING AGREEMENT BETWEEN THE SAN DIEGO HOUSING COMMISSION AND PEOPLE ASSISTING THE HOMELESS (PATH) FOR THE COORDINATED STREET OUTREACH PROGRAM AND RELATED ACTIONS.

WHEREAS, the City of San Diego (City) identified in the City's Community Action Plan on Homelessness (Action Plan) the goal of decreasing unsheltered homelessness by 50% in the City of San Diego by 2023; and

WHEREAS, policy guidelines, through the Regional Task Force on Homeless (RTFH), have been adopted for addressing unsheltered homelessness and encampments in the San Diego region; and

WHEREAS, national best practices demonstrate that homeless outreach efforts are most effective when they are: systemic, coordinated, and comprehensive; housing focused; person-centered, trauma informed, and culturally responsive; and emphasize safety and reduce harm (Coordinated Street Outreach Program); and

WHEREAS, the City, on June 8, 2020 pursuant to Resolution R-317071, approved and appropriated \$1.5 million as part of the Fiscal Year 2021 City Budget for Coordinated Street Outreach services; and

WHEREAS, in response to a Request for Proposals, the San Diego Housing Commission (Housing Commission) selected People Assisting the Homeless (PATH) for an initial one-year term in the amount of \$1,425,000, with a one-year option to renew at the Housing Commission's sole discretion, to operate the City's Coordinated Street Outreach Program (Agreement); and

WHEREAS, the City and the Housing Commission desire to enter into a Memorandum of Understanding regarding the administration of the Coordinated Street Outreach Program (MOU), a copy of which is included in the backup materials accompanying this Resolution;
NOW, THEREFORE,

BE IT RESOLVED, by the Housing Authority as follows:

1. Authorize the execution of the Agreement in the amount of \$1,425,000.
2. The Housing Commission President & Chief Executive Officer (President & CEO), or designee, is authorized to execute any documents and instruments that are necessary and appropriate to implement this Resolution, in a form approved by Housing Commission General Counsel and to take such actions necessary and appropriate to implement these approvals without further action of the Board of Commissioners of the Housing Commission Board (Housing Commission Board) or the Housing Authority.
3. The President & CEO, or designee, is authorized to substitute funding sources, increase compensation, or both, not to exceed twenty percent (20%) of the total cost for the Agreements, without further action by Housing Commission Board or the Housing Authority, but only if and to the extent funds are determined to be available for such purposes.

4. The President & CEO, or designee, is authorized and directed to sign the MOU.

APPROVED: MARA W. ELLIOTT, General Counsel

By _____
Katherine A. Malcolm
Deputy General Counsel

KAM:jdf
10/16/2020
Or. Dept: SDHC
Doc. No. 2505382



The City of San Diego
Item Approvals

Item Subject: Approval of the Fiscal Year 2021 Operating Agreement for the City of San Diego Coordinated Street Outreach Program and Approval of a Memorandum of Understanding between the City of San Diego (City) and the San Diego Housing Commission for the Oversight and Administration of the City's Coordinated Street Outreach Program.

Contributing Department	Approval Date
DOCKET OFFICE	10/16/2020
DEPARTMENT OF FINANCE	10/16/2020

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	MARSHALL, SCOTT	10/06/2020
CITY ATTORNEY	MALCOLM, KATE	10/16/2020
EXECUTIVE VICE PRESIDENT	DAVIS, JEFF	10/16/2020