



SAN DIEGO
HOUSING
COMMISSION

REPORT TO THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO

DATE ISSUED: September 14, 2022

REPORT NO: HAR22-030

ATTENTION: Chair and Members of the Housing Authority of the City of San Diego
For the Agenda of September 19, 2022

SUBJECT: Approval of the Agreement between the San Diego Housing Commission and People Assisting the Homeless to Operate the City of San Diego Multidisciplinary Outreach Program

COUNCIL DISTRICT: Citywide

REQUESTED ACTION:

Approve an operating agreement with People Assisting the Homeless in the amount of \$632,013 (which includes \$7,263 in one-time startup expenses) for an initial nine-month term from October 1, 2022, through June 30, 2023, with two one-year options for renewal, contingent on the City of San Diego making funds available for that purpose in its annual fiscal year budgeting process, for the City of San Diego Multidisciplinary Outreach Program. The funding sources for the initial operating term will consist of City of San Diego General Fund and Homeless Housing, Assistance, and Prevention Program funds from the Regional Task Force on Homelessness.

STAFF RECOMMENDATION

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

- 1) Authorize the San Diego Housing Commission (Housing Commission) to enter into an agreement with People Assisting the Homeless (PATH) in the amount of \$632,013 (which includes \$7,263 in one-time startup expenses) for an initial nine-month term from October 1, 2022, through June 30, 2023, with two one-year options for renewal, contingent on the City of San Diego (City) making funds available for that purpose in its annual fiscal year budgeting process, for the City of San Diego Multidisciplinary Outreach Program (Program). The funding sources for the initial operating term will consist of City of San Diego General Fund and Homeless Housing, Assistance, and Prevention Program (HHAP) funds from the Regional Task Force on Homelessness (RTFH).
- 2) Authorize the Housing Commission's President and Chief Executive Officer (President & CEO), or designee, to execute all documents and instruments that are necessary and/or appropriate to implement these approvals, in a form and format approved by General Counsel, and to take such actions necessary and/or appropriate to implement these approvals, provided that a copy of the documents, signed as to form by General Counsel, are submitted to each Housing Commissioner. Housing Commission staff will notify the

Housing Authority and City Attorney's Office about any subsequent amendments or modifications to the transaction, and other required documents, including amendments to any documents.

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

SUMMARY

As part of the Fiscal Year 2023 budgeting process, the Council of the City of San Diego (City Council) by Council Resolution R-314153 (June 13, 2022) approved a direct allocation of funding from the City General Fund to the Housing Commission for the purposes of creating and administering the Program. The proposed actions referenced in this report will allow the Housing Commission to enter into an Agreement with PATH in the amounts referenced within this report to provide for the operation of the Program for an initial term of nine months, with two one-year options for renewal.

This Program supports the Community Action Plan on Homelessness for the City of San Diego (Action Plan), a comprehensive, 10-year plan that builds on recent progress, lays out short-term achievable goals and acts as a guide for long-term success in addressing homelessness. The Action Plan identifies increased access to behavioral health resources along with other health and human services as critical to address the needs of people experiencing homelessness. This Program is an important component to the vision, principles and strategies identified in the Action Plan.

PROGRAM OVERVIEW

The Program will be operated by PATH, which will collaborate and subcontract with Father Joe's Villages (FJV) for the healthcare component. The program utilizes an integrated multidisciplinary team that will include a nurse practitioner, four clinical outreach specialists, a medical assistant/outreach worker, two peer support specialists, and a part-time substance abuse counselor. FJV will also leverage support from several members from its Street Health Team and Village Health Clinic to increase access to services. These include access to FJV's psychiatric nurse practitioner and clinical psychologist and other healthcare professionals. The Program will address existing gaps in the system by deploying a multidisciplinary outreach team to work directly with those hardest to serve. Utilizing a street-based case management and supportive service model, the Program's objective is to serve individuals (and families) who are among the most vulnerable experiencing unsheltered homelessness with an emphasis on diverting individuals from the crisis response system and fostering connections to permanent and other longer-term housing, while meeting basic needs, and providing connections to shelter and specialized supportive services, such as behavioral health and primary care resources to support physical and mental health stabilization.

Services to be provided include, but are not limited to: street medicine services, including medical triage, wound care, bio-psycho-social assessments, medication assisted treatment, care coordination with primary care, mental or behavioral health services and substance abuse counseling, housing-focused street-based case management, peer support, system navigation and post-placement stabilization support, basic needs support, referrals to support systems, benefits and services, and transportation assistance.

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 (County) 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; 80 beds of interim housing through a contract the Housing Commission administers on behalf of the City; 40 interim shelter beds through a grant per diem program with the United States Department of Veterans Affairs; 14 respite care beds through contracts with four different health insurance providers; a federally qualified health center; a food service program; case management services; and the PATH Depot, a robust hub of homeless services and resources.

PATH has operated several street outreach programs, one funded through the County, which focuses on both engaging and housing individuals experiencing unsheltered homelessness 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 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 former City Council President Georgette Gómez and former 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.

In 2020, PATH began operating the City of San Diego's first Coordinated Outreach Program. The program marks a new approach to conducting homelessness outreach in the City by addressing gaps in the existing system and deploying outreach resources in alignment with the goals of the Action Plan. City-funded outreach activities, coordinated through a dedicated coordinator, provide the infrastructure necessary to direct rapid crisis response teams and to also support ongoing neighborhood-based outreach and case management.

FJV has more than 72 years of service, working alongside individuals and families to remove barriers, increase access, and create opportunities toward overcoming homelessness and poverty. As one of San Diego's largest residential homelessness service providers, FJV provided shelter and housing to approximately 3,400 people and provided services to nearly 12,000 San Diegans struggling with homelessness in 2021. FJV has a long history of providing a person-centered system of care. FJV's street-based outreach interventions are currently a component of its supportive services and Village Health Center

(VHC). The Village Health Center's Street Health Program (SHP) focuses on providing street-based healthcare and outreach to individuals struggling with homelessness. The SHP team provides primary healthcare services and outreach aimed at addressing acute physical health conditions and behavioral health concerns, such as mental health challenges and alcohol and substance use disorders. With the onset of the COVID-19 pandemic, the SHP team expanded its area of concern beyond downtown to include nearby neighborhoods, such as Hillcrest.

Program Design

Through the Program, PATH and FJV will provide care coordination, linkage to community resources, housing and health assessments, and basic needs support for up to 20 individuals experiencing homelessness at any given time in the City. The program is anticipated to serve up to 50 individuals annually (up to 36 in its initial pro-rated term). Given the high intensity of direct service this population will need to be successful in ending their homelessness, a case management ratio of 1:5 will be used.

The individuals served through this project will be identified using a variety of means intended to identify and prioritize those in the greatest health crisis and with the highest barriers in engagement with existing resources, including the justice system and City and County crisis response systems that regularly engage with this population within the City to identify frequent users of crisis response services. Communication and coordination will include the City of San Diego's Coordinated Outreach Program teams to identify highest-needs system users and coordinate and align service provision as needed. The team will also utilize data from the Community Information Exchange and the Homeless Management Information System, looking at those who qualify for Permanent Supportive Housing but have struggled to use this intervention, as measured by repeated referrals and enrollments. The team will also work with the City's Coordinated Outreach Program through weekly case conferencing to identify persons that have been the most service hesitant. The team will work to establish rapport and will work first to stabilize both physical and behavioral health needs while working toward creating the trust needed to engage in a service plan. The Program will assist participants in accessing the broader system of care. This may include shelter/interim housing and longer-term housing options within the City, as well as assessment of eligibility for/access to County-funded interim treatment and/or residential programs and connection to behavioral health resources when and if appropriate.

Program Components:

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

- a. Housing First program with low barriers to entry and operations;
- b. PATH shall facilitate targeted and strategic outreach and engagement efforts with the goals of:
 - i. Determining diversion opportunities;
 - ii. Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
 - iii. Making efforts to maintain contact with known individuals as frequently as possible to foster deeper engagement and linkage to community resources and longer-term and permanent housing options as frequently as possible;
 - iv. Addressing basic needs, including but not limited to, access to food, clothing, and safety;
 - v. Access to shelter, through participation in the Coordinated Shelter Intake process;
 - vi. Access to housing-focused street-based case management services, including but not limited to:
 1. Development of an individualized care plan consisting of emergency, permanent,

- or other longer-term housing options; self-sufficiency assistance; stabilization strategies; and Program Client goals and objectives;
- 2. Completion of intakes, screenings, assessments, and case conferencing or other integral components of the Coordinated Entry System (CES) as established by RTFH community standards and policies;
- 3. Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social services agencies, as appropriate;
- 4. Assistance in locating safe and affordable permanent or other longer-term housing, including determining housing interventions and opportunities outside of CES;
- 5. Assistance with housing applications and supportive/subsidized housing paperwork.
- vii. Providing access to medical care, transportation, mental health care, and substance abuse resources as quickly as possible, when appropriate; and
- viii. Maintaining documentation of outreach efforts and Program Clients' choice to accept or decline resource referrals/opportunities, in a form and format determined by the Housing Commission or as established by RTFH community standards and policies.

CONTRACT SELECTION PROCESS

On July 7, 2022, the Housing Commission issued a Request for Proposal (RFP), seeking to identify interested and qualified service providers within the City.

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 730 notifications were sent through the PlanetBids system. Thirty prospective bidders downloaded the solicitation from the respective portals.

At the RFP closing on August 4, 2022, PATH was the sole respondent. A source selection committee evaluated and scored the response based on the following criteria: Service Model Description, Case Management, Care Coordination, Equity & Inclusion, Cost Proposal and Organizational Experience & Capacity. At the conclusion of the proposal evaluations, PATH was selected for providing a quality response and overall value to the Housing Commission.

AFFORDABLE HOUSING IMPACT

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

FISCAL CONSIDERATIONS

The City has committed \$500,000 in General Funds for operations and start-up supplies in Fiscal Year 2023. The RTFH will provide the balance of funding (\$194,488) needed for the initial term in Fiscal Year 2023 using HHAP funding. Please note that this funding was not included in the Housing Commission's original approved Fiscal Year 2023 Budget and will increase budgeted sources and uses accordingly. However, approving \$194,488 in RTFH HHAP funds is within the authority delegated to the Housing Commission's President & CEO and does not require action by the Housing Commission's Board or Housing Authority.

FUNDING SOURCE	FY 2023	FY 2024*	FY2025*
General Fund	\$500,000	TBD	TBD
RTFH HHAP	\$194,488	TBD	TBD
TOTAL	\$694,488	TBD	TBD

**Option years will be exercised contingent upon the appropriation of said funds by the City for that purpose.*

FUNDING BY USE	Initial Term (October 1 2022 - June 30 2023)
Operator Agreement (including one time start-up expenses)	\$ 632,013
SDHC ADMIN	\$62,475
TOTAL	\$694,488

PREVIOUS COUNCIL and/or COMMITTEE ACTION

On June 13, 2022, by Council Resolution R-314153, the City Council approved a one-time expenditure of \$500,000 for the Program to the Housing Commission.

EQUAL OPPORTUNITY CONTRACTING AND EQUITY ASSURANCE

PATH is a local nonprofit organization and is exempt from the requirement to submit a Workforce Report. The organization does not discriminate based on race, color, religion, national origin, ancestry, gender, age, medical condition, sexual orientation, marital status, domestic partnership status, physical or mental disabilities, veterans, or any other consideration made unlawful by federal, state, or local laws. The Housing Commission included a requirement in the RFP for prospective firms to include a description of their experience and commitment to equity. PATH demonstrates a commitment to this effort by continuing to use the Global Diversity, Equity & Inclusion Benchmarks (GDEIB) assessment checklist to assess current racial equity and inclusion (REI) efforts and ensure that REI policies, initiatives, and practices are intentionally imbedded in all that they do.

HOUSING COMMISSION STRATEGIC PLAN

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

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders for this project include community stakeholders and PATH as the sub-recipient administering the program. The program is expected to have a positive impact on the community as it will provide services for up to 50 individuals experiencing unsheltered homelessness annually.

September 14, 2022

Approval of the Contract between the San Diego Housing Commission and People Assisting the Homeless to operate the City of San Multidisciplinary Outreach Program

Page 7

ENVIRONMENTAL REVIEW

These activities are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense) which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The Common Sense Exemption is applicable where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The activities would not, on their own accord, cause a significant effect on the environment. These activities are also exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities), which allows the operation, repair, maintenance permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Multidisciplinary Outreach Program will operate using existing facilities. Processing under the National Environmental Policy Act is not required as no federal funds are involved in these activities.

Respectfully submitted,

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

Approved by,

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

Attachments:

- 1) Draft Contract
- 2) Detailed Budget

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 MULTIDISCIPLINARY OUTREACH TEAM
WITH
PEOPLE ASSISTING THE HOMELESS (PATH)
(More than \$250,000 and Other than Construction or Development)
Contract No. HHI-23-32

This Agreement is entered into this _____ day of _____ 2022,

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

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

is made in accordance with the following terms and conditions:

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

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

103. **Term of Agreement.** The term of this Agreement shall be October 1, 2022, through June 30, 2023 (the “Initial Term”), as extended pursuant to this Agreement from time to time.

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

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

(b) Options. The Commission may also extend the term for two (2) additional one (1)-year periods (each such one-year period, an “Option Period”) by giving written notice thereof to Contractor prior to the expiration of the then-current term of this Agreement. Compensation to Contractor during any Option Period shall be in the amounts and on the same terms and conditions as provided pursuant to this Agreement during the Initial Term.

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

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

(a) Maximum Compensation. Notwithstanding anything in this Section or elsewhere in this Agreement to the contrary, Contractor acknowledges and understands that the Commission shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Six Hundred Thirty-Two Thousand Thirteen and No/100 Dollars (\$632,013.00) (“Maximum Compensation”) during the Initial Term, or during any Option Period, unless the Budget Terms provide for greater compensation or reimbursement during such Option Period. Further, Contractor acknowledges and understands that it shall bear the sole responsibility for monitoring its expenditures and ensuring that any amounts incurred pursuant to this Agreement do not exceed the Maximum Compensation. In the event Contractor incurs amounts in excess of the Maximum Compensation, Contractor shall bear sole liability for such amounts.

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

105. **Necessary Approvals**.

(a) In the event that the initial amount of this Contract exceeds, or a change order increases the amount of this Contract to an amount that exceeds, Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), this Contract must be approved by the Board of Commissioners

of the Commission in order to be binding upon the Commission. In no event shall the Commission be bound by this Contract unless and until such approval, if required, is obtained.

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

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

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

[Signature Page Follows]

Signature Page to Agreement for Multidisciplinary Outreach Team with People Assisting the Homeless (PATH) (Contract No. HHI-23-32):

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

Contractor:

People Assisting the Homeless

By: _____
Jennifer Hark-Dietz
Chief Executive Officer

Date: _____

Commission:

San Diego Housing Commission

By: _____
Jeff Davis
Interim President and Chief Executive Officer

Date: _____

By: _____
Lisa Jones
Executive Vice President, Strategic Initiatives

Date: _____

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

Date: _____

Approved as to Form:

Christensen & Spath LLP

By: _____
Charles B. Christensen
General Counsel, San Diego Housing Commission

Date: _____

Attachment A Schedule of Definitions

1. “Agreement” or “Contract” means the main instrument to which this Attachment A is attached and all exhibits or attachments thereto to the extent the same have been incorporated and as the same may be amended from time to time.
2. “Applicable Law” means all applicable federal, state, and local constitutions, treaties, laws, statutes, ordinances, regulations, rules, orders, decrees, permits, resolutions, requirements, and policies of the United States of America, the State of California, the City, the Commission, or any other governmental authority of competent jurisdiction.
3. “Authority” means the Housing Authority of the City of San Diego.
4. “Budget” shall have the meaning ascribed thereto by the Budget Terms.
5. “Budget Terms” means the terms and conditions specified in Attachment D to the Agreement.
6. “CEO” means the Chief Executive Officer of the Commission or the CEO’s lawful designee.
7. “City” means the City of San Diego.
8. “City of San Diego Provisions” means the terms and conditions specified in Attachment F to the Agreement.
9. “Claims” means damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (including Contractor’s employees, agents, and subcontractors) and damage to real or personal property, or any other losses, damages, or expenses.
10. “Commission” means the San Diego Housing Commission. When this Agreement specifies an action to be taken or withheld by the Commission, “Commission” shall include the authorized officers, employees, and agents of the Commission.
11. “Conflict” means circumstances, known to the Contractor, that would conflict with Contractor’s performance of the terms of this Agreement or place the Commission and a prospective client of Contractor in adverse, hostile, or incompatible positions wherein the interests of the Commission, the Authority, or the City may be jeopardized.
12. “Contract Number” means the number specified next to the phrase “Contract No.” at the top of this Agreement.
13. “Contractor” means the Party other than the Commission identified above, and, unless the context requires otherwise, such Party’s officers, directors, members, managers, partners, limited

partners, employees, agents, and subcontractors.

14. “Extension Period” shall have the meaning ascribed thereto by Section 103(a).
15. “General Conditions” means the terms and conditions contained in Attachment B to the Agreement.
16. “HUD” means the United States Department of Housing and Urban Development and any successor agency thereto.
17. “Indemnitee” means the Commission, the Authority, the City, or any commissioner, officer, employee, member, council member, or agent thereof.
18. “Inspecting Agency” means the Commission and any of its duly authorized representatives.
19. “Initial Term” shall have the meaning ascribed thereto by Section 1033.
20. “Maximum Compensation” shall have the meaning ascribed thereto by Section 1044(a).
21. “Option Period” shall have the meaning ascribed thereto by Section 103(b).
22. “Parties” means the Commission and Contractor, collectively, and “Party” means either of the Parties, individually.
23. “Project Records” means all administrative and financial records required to be prepared or gathered by Contractor pursuant to this Agreement, including, but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product, and any other documents, data, and records pertaining to this Agreement.
24. “Specifications/Scope of Work” means the terms and conditions specified in Attachment C to the Agreement.

Attachment B General Conditions

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

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

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

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

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

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

(a) **Exception.** Nothing in this Section shall apply to the disclosure of any information that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **California Equal Opportunity Requirements.** During the performance of this Contract, Contractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

except upon written approval of the Commission.

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

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

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

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

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

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

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

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined in schedules I-V of section 202 of the federal Controlled Substance Act is prohibited in Contractor's workplace; such

statement shall specify the actions that will be taken against employees for violation of such prohibition.

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

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

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

20. **Plan of Operations.** Contractor shall submit to the Commission a complete plan of operations. Contractor shall promptly notify the Commission of any changes to the plan of operations.

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

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

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

22. **Entire Agreement.** This Agreement represents the sole and entire Agreement between the Commission and Contractor and supersedes all prior and contemporaneous negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties, relating to the subject matter of this Agreement, except as expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party.

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

24. **Successors in Interest.** The rights, duties, and obligations of this Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns.
25. **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiation of the terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each Party participated in the negotiation or drafting of the Agreement.
26. **Signing Authority.** Each individual executing this Agreement on behalf of an entity represents and warrants that such individual is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions that are necessary and proper under such entity's governing documents, and that this Agreement is binding upon such entity in accordance with its terms. Upon request, Contractor shall provide the Commission with evidence, satisfactory to the Commission, that such individual's authority is valid and that such entity has been duly formed and is in good standing in the jurisdiction of its formation, and that such entity is authorized to do business in the State of California.
27. **Conflict Between Agreement and Attachments.** To the extent that the terms of the Agreement and the attachments conflict, the construction most favorable to the Commission shall apply.
28. **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.
29. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles regarding the conflict of laws. The courts of the State of California shall have exclusive jurisdiction over any dispute, claim, or matter arising out of or related to this Agreement, and venue shall lie exclusively in the Central Division of the Superior Court of the County of San Diego, California.
30. **Headings.** All headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.
31. **Attorney's Fees and Costs.** In any action involving breach, interpretation, and/or enforcement of the terms of this Agreement, the prevailing party shall be entitled to its costs, expert witness fees, if any, and reasonable attorneys' fees.
32. **Remedies Upon Default.** The failure of Contractor to perform each and every covenant of Contractor in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the Scope of Work/Specifications (which, in the case of goals and outcomes shall be construed to require good-faith efforts to meet such goals and outcomes), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize the

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

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

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

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

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

36. **Interests of Current or Former Commissioners, Officers, and Employees.** No commissioner, officer, or employee of the Commission, no member of the governing body of the locality in which the work performed pursuant to this Agreement is situated, no member of the

governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of such work, shall, during such person's tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this Section shall result in unilateral and immediate termination of this Agreement by the Commission upon written notice to Contractor.

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

- (a) No later than thirty (30) days after the execution of this Agreement;
- (b) Annually on or before April 1 of each year;
- (c) Within thirty (30) days after full performance of this Agreement, as determined by the Commission in its sole discretion;

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

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

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

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

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

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

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

(c) Termination. Failure to follow the procedures of this Section shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor. Additionally, the Commission may unilaterally and immediately terminate this Agreement upon written notice to Contractor if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

39. **HHAP Provisions**. Contractor acknowledges and understands that the Commission expects the funding for this Agreement to be derived in part from funds granted to the Commission by the Regional Task Force on Homelessness ("RTFH"), as specified in the Budget Terms, which funds will in turn be derived from one or more grants to RTFH from the Business, Consumer Services and Housing Agency of the State of California pursuant to the Homeless Housing, Assistance and Prevention (HHAP) program. Contractor further acknowledges and understands that the Commission and the RTFH are in the process of negotiating and drafting one or more agreements pursuant to which the Commission expects the RTFH will grant a portion of its HHAP funds to the Commission, which agreements will specify terms and conditions for the disbursement and administration of such funds. As such, upon request by the Commission, Contractor agrees to amend this Agreement to add additional terms and conditions relating to the disbursement and administration of HHAP funds, as determined necessary or appropriate by the Commission in its sole discretion. Should Contractor fail to execute such an amendment upon the Commission's request, or should the Commission be unable to come to terms with the RTFH for the grant of the HHAP funds contemplated by the Budget Terms by December 1, 2022, the Commission shall have the right to terminate this Agreement immediately upon written notice to Contractor. Such termination rights shall be in addition to and cumulative with the Commission's other rights and remedies pursuant to this Agreement, and exercise of any such termination right shall not preclude exercise of any other right or remedy hereunder.

Attachment C Specifications/Scope of Work

1. PROGRAM OVERVIEW & OBJECTIVES

As part of the Commission's comprehensive approach to addressing homelessness, Contractor will operate a street outreach program ("Program") comprised of an integrated multidisciplinary team. Utilizing a street-based case management and supportive services model, the Program's objective is to serve individuals and families who are among the most vulnerable experiencing unsheltered homelessness ("Program Clients") with an emphasis on diverting individuals from the homeless response system and fostering connections to permanent or other longer-term housing, while meeting basic needs, and providing connections to shelter and specialized supportive services.

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

2. INTENTIONALLY OMITTED

3. ADMINISTRATIVE OFFICE LOCATION

Contractor will maintain an administrative office at 1250 Sixth Street, San Diego, CA 92101. The days and hours of operation are 7:00 AM to 10:00 PM, every day, excluding all Commission-recognized holidays.

4. PROGRAM DESCRIPTION

The Contractor will employ a multidisciplinary outreach team to provide housing-focused, street-based case management, care coordination, system navigation and post-placement stability assistance for highly vulnerable individuals and families experiencing unsheltered homelessness who are not currently connected to the homeless response system, as well as those that have been identified as high utilizers of emergency and/or homeless crisis response services. The multidisciplinary team includes, but is not limited to: outreach specialists, peer support specialists, mental health clinicians, nurse practitioners or other medical triage/care professionals, and substance abuse counselors.

The Program will provide case management and supportive services assistance for a duration of time deemed necessary to improve Program Client stability, self-sufficiency, housing stability, and Program Client goals which may occur while the Program Client is unsheltered, sheltered, or has transitioned to a permanent or other longer-term housing destination.

The Program will utilize trauma-informed care, motivational interviewing, and a harm reduction model. The Program will serve Program Clients in a welcoming and solutions-

focused environment. The Contractor’s corporate culture must support this environment and be reflected in Program Client interactions and within the daily operations of the Program. All services must be client-centered and easily accessible. Services must be evaluated for effectiveness and adherence to approved policies and procedures on a regular basis with course corrections implemented as necessary to maintain Program fidelity.

The Contractor will adhere to all Regional Task Force on Homelessness (RTFH) performance standards and requirements in effect during the term of this Agreement¹, including RTFH’s “San Diego Continuum of Care Street Outreach Standards”², which outlines expectations for conducting street outreach throughout the San Diego Continuum of Care (CoC). The RTFH, the County of San Diego, the City, and the Commission share a commitment to these standards, and all subsequent amendments to these standards, for all street outreach work, and the Commission expects all outreach activities to be in alignment with these standards. Street outreach is embraced as part of an integrated system of care, responsible for reducing unsheltered homelessness. The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies.

5. TARGET POPULATION & PROGRAM ELIGIBILITY

a. *Target Population*

The Program will serve adults and families with children, where the head of household is age 18 or older, who are experiencing unsheltered homelessness within the City of San Diego (“City”). The Program will target persons who are highly vulnerable and are not currently connected to the homeless response system, as well as individuals who have been identified as high utilizers of emergency and/or homeless services.

b. *INTENTIONALLY OMITTED.*

c. *Program Eligibility*

i. Each Program Client will be:

1. Persons who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1),

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

² Regional Task Force on Homelessness, San Diego Continuum of Care Street Outreach Standards, <https://www.rtfhsd.org/wp-content/uploads/San-Diego-CoC-Street-Outreach-Standards-FINAL-JANUARY-2021-rev-sect-7.1-and-21.1.pdf> (last visited January 30, 2022).

At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4)³;

2. Certified as homeless using HUD's preferred order of documentation (24 CFR §576.500(b)); third party certification is preferred; and
 3. Age 18 or older, or a family with children in which the head of household is age 18 or older.
- ii. In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility and continued participation include, but are not limited to, the following:
1. Sobriety and/or commitment to be drug-free;
 2. Requirements to take medication if the client has a mental illness;
 3. Participation in religious services or activities;
 4. Participation in drug treatment services, including Narcotics Anonymous (NA) or Alcoholics Anonymous (AA);
 5. Payment or ability to pay rent; nor
 6. Personal identification documents.

6. PROGRAM SERVICES

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

- a. Housing First program with low barriers to entry and operations;
- b. Outreach efforts will align with the City's coordinated outreach approach, as directed by the City and/or Commission. The Contractor will participate in oversight, coordinating efforts, policy and practice direction, and modifications to Program design, including Program outcomes, as directed by the Commission.
- c. Contractor shall facilitate targeted and strategic outreach and engagement efforts with the goals of:
 - i. Determining diversion opportunities;
 - ii. Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;

³ HUD Exchange, Four Categories of the Homeless Definition, <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/four-categories/> (last visited Jan. 21, 2022).

- iii. Making efforts to maintain contact with known individuals as frequently as possible to foster deeper engagement and linkage to community resources and longer-term and permanent housing options as frequently as possible;
- iv. Addressing basic needs, including but not limited to, access to food, clothing, and safety;
- v. Access to shelter, through participation in the Coordinated Shelter Intake process;
- vi. Access to housing-focused street-based case management services, including but not limited to:
 - 1. Development of an individualized care plan consisting of emergency, permanent, or other longer-term housing options; self-sufficiency assistance; stabilization strategies; and Program Client goals and objectives;
 - 2. Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social services agencies, as appropriate;
 - 3. Assistance in locating safe and affordable permanent or other longer-term housing, including determining housing interventions and opportunities outside of CES;
 - 4. Completion of intakes, screenings, assessments, and case conferencing or other integral components of CES as established by RTFH community standards and policies;
 - 5. Assistance with housing applications and supportive/subsidized housing paperwork.
- vii. Providing access to medical care, transportation, mental health care, and substance abuse resources as quickly as possible, when appropriate; and
- viii. Maintaining documentation of outreach efforts and Program Clients' choice to accept or decline resource referrals/opportunities, in a form and format determined by the Commission or as established by RTFH community standards and policies.

7. SYSTEM COORDINATION

a. *Homeless Management Information System (HMIS)*

- i. Contractor must enter and maintain data in the RTFH-approved HMIS⁴.

⁴ Regional Task Force on Homelessness, Homeless Management Information System (HMIS), <https://www.rtfhsd.org/about-coc/homeless-management-information-system-hmis/> (last visited Jan. 21, 2022).

- ii. Contractor must comply with all HMIS policies and procedures in effect during the term of this Agreement, as identified by RTFH, including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.
- iii. Contractor agrees to grant access to all data related to the Program in the RTFH-approved HMIS to all appropriate Commission staff for purposes of data analysis, compliance monitoring, and performance monitoring.

b. ***Coordinated Entry System (CES)***

- i. CES is designed to identify the most vulnerable households experiencing homelessness in the region and prioritize and connect them to available community housing resources with as few barriers as possible.
 - 1. All programs providing services to persons experiencing homelessness have a role in CES.
 - 2. The CES process includes access, assessment, homeless response system navigation, prioritization, referral to appropriate housing resources, and placement.
- ii. Contractor will participate in CES as established by RTFH and in alignment with RTFH policies and procedures⁵ in effect during the term of this Agreement, including but not limited to:
 - 1. Attendance at required trainings and CES alignment meetings;
 - 2. Adherence to the progressive engagement process to remedy a current housing crisis as quickly and efficiently as possible;
 - 3. Use of diversion conversations throughout all stages of engagement with Program Clients;
 - 4. Participation and data entry in the Homeless Management Information System (HMIS), including applicable data elements related to the CES process, as established by RTFH;
 - 5. Participation in case conferencing; and
 - 6. All permanent housing Programs must receive referrals and fill Program vacancies through CES; any exception to this requirement must be reviewed and approved by the Commission.

⁵ Regional Task Force on Homelessness, [Coordinated Entry System Policies & Procedures](https://www.rtfhsd.org/wp-content/uploads/RTFH-2021-Revised-CES-Policies-and-Procedures-final.docx.pdf), <https://www.rtfhsd.org/wp-content/uploads/RTFH-2021-Revised-CES-Policies-and-Procedures-final.docx.pdf> (last visited Jan. 21, 2022).

c. ***Coordinated Shelter Intake***

The Program must participate in the Coordinated Shelter Intake process administered by the Commission. Outreach personnel must follow the workflow and guidelines developed by the Commission.

d. ***INTENTIONALLY OMITTED***

e. ***2-1-1 San Diego Participation***

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

f. ***Community Information Exchange (CIE)***

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

8. PROGRAM STANDARDS

a. ***Program Policies and Procedures***

- i. Contractor must submit complete policies and procedures, as set forth herein, to the Commission for review within 90 calendar days of Agreement effective date, and annually thereafter for any option period which may be exercised by the Commission in its sole discretion.
 1. The Commission will conduct review of policies and procedures for all minimum components identified below and will endeavor to

provide technical assistance for ongoing improvement and modifications based on Program Client feedback, outcomes, and best practices.

- a. The Commission may request to review the Program’s current policies and procedures, in whole or in part, at any time during the term of this Agreement, and Contractor must submit any requested documents to the Commission within 15 calendar days of request; and
 - b. The Commission reserves the right to request changes to Program policies and procedures throughout the term of the Agreement.
2. Contractor must review policies and procedures each option year if exercised by the Commission in the Commission’s sole discretion to ensure continued alignment with national and regional best practices and standards.
 3. Policies and procedures submitted to the Commission should be organized and include a table of contents outlining all content and a revision history table outlining changes to any previously submitted policies and procedures, including the effective date and general description of the revision.
- ii. Program policies and procedures must include, at a minimum, the following components:
1. Program design as it relates to the target population and surrounding community that:
 - a. Is grounded in Housing First principles, harm reduction, trauma-informed care, diversion strategies, and cultural competency best practices;
 - b. Is in alignment with all fair housing, non-discrimination, and equal opportunity regulations and best practices in effect during the term of this Agreement;
 - c. Includes a description for how internal and external resources and partnerships are utilized to maximize Program Client services;
 2. Service description and delivery method for all services outlined Section 6 “Program Services”;

3. Processes for verifying and documenting homelessness in alignment with HUD's recordkeeping and reporting requirements⁶. Policies/procedures should include, at a minimum, the following:
 - a. Process for verifying homelessness at intake while ensuring lack of third-party documentation is not a barrier to Program entry;
 - b. HUD's definition of homeless⁷ and chronic homelessness⁸;
 - c. Identification of the categories of homelessness that apply to the Program;
 - d. List and examples of documentation accepted by HUD to verify homelessness, with HUD's preferred order of verification identified;
 - e. Method for obtaining acceptable forms of documentation to verify homelessness; and
 - f. Process to obtain any outstanding third-party verifications when unable to obtain prior to Program enrollment;
4. Housing First Fidelity:
 - a. Description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles;
 - b. The Program utilizes an approach to quickly and successfully connect Program Clients to permanent housing without preconditions and barriers to entry;
 - c. The Program offers supportive services to maximize housing stability and prevent returns to homelessness as opposed to

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

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

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

addressing predetermined case plan or treatment goals prior to permanent housing entry;

- d. The Program does not:
 - i. Require personal identification documents;
 - ii. Require a minimum level of income, payment or ability to pay;
 - iii. Screen out for substance use;
 - iv. Screen out for criminal record except as mandated by Federal, State, or local regulations;
 - v. Screen out persons with history of victimization (encompasses instances of domestic violence, dating violence, sexual assault, stalking, and human trafficking);
 - vi. Screen out for findings on credit report, such as bankruptcies or evictions;
 - vii. Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income;
 - viii. Require Program Clients to take medication if the Program Client has a mental illness; nor
 - ix. Require participation in religious services or activities;

5. Program Client Service Agreement/Terms of Service which includes, at a minimum:

- a. Reference to violations that lead to immediate termination of Program Clients; and
- b. Rights of Program Clients, to include, at a minimum, the following rights:
 - i. To have all rights, responsibilities and program guidelines explained in the Program Client's preferred language, directly or through interpretation or translation;
 - ii. To receive services without harassment or unjust discrimination on the basis of race, color, creed, age, gender, sexual orientation, religion, disability or nationality or any other protected class;
 - iii. To be treated fairly, with courtesy and respect;

- iv. To have all personal information kept confidential unless released by a signed consent or mandated by law to report;
 - v. To have privacy when exchanging personal information;
 - vi. To have access to, or copies of, information contained in the Program Client's case file;
 - vii. To have freedom from all types of abuse, exploitation, retaliation, humiliation, harassment and neglect; and
 - viii. To request reasonable accommodation and to receive services per federal and state fair housing laws, and Section 504 of the Rehabilitation Act of 1973;
- 6. Contraband control and confiscation policy;
 - 7. Program Client grievance policies and procedures, including appeals process;
 - 8. Program Client confidentiality/privacy policy, including but not limited to:
 - a. Release of information (ROI) form(s); and
 - b. Notice of Contractor's privacy practices or confidentiality policy to be provided to Program Clients;
 - 9. Program termination policies, including but not limited to:
 - a. Policies and procedures for documenting progressive discipline prior to termination for violations of terms of service; and
 - b. Procedures for Program Client appeals to termination for violations of terms of service/service agreement;
 - 10. Critical incident reporting policies and procedures;
 - 11. INTENTIONALLY OMITTED;
 - 12. Biohazard waste policies and procedures;
 - 13. Limited English Proficiency (LEP) or language access plan;
 - 14. Reasonable Accommodation requests, modifications, and appeals including, at a minimum:
 - a. Process for Program Clients to request a Reasonable Accommodation;

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

b. *Public Health*

- i. Contractor is responsible for implementing business practices in compliance with state and/or local public health guidelines to prevent the spread of communicable diseases.
- ii. Contractor is responsible for notifying Program Clients to follow all public health guidelines of the Program and any public health orders in effect during the term of this Agreement while accessing Program services.
- iii. Contractor shall provide any information or data requested by the Commission deemed necessary to coordinate a response to public health concerns or emergencies.

c. *Program Staffing*

- i. Nothing herein shall be interpreted to result in or conclude that the Commission is a joint employer with the Contractor.

- ii. Contractor must ensure that Program staff adhere to all national and regional best practices and standards for service delivery and communications/engagement with Program Clients, including, but not limited to:
 - 1. Housing First best practices, including but not limited to, Harm Reduction;
 - 2. Diversity and cultural competency;
 - 3. Trauma Informed Care;
 - 4. Case Management best practices, including but not limited to:
 - a. Motivational Interviewing; and
 - b. Progressive Engagement; and
 - 5. Fair housing.
- iii. Contractor's job descriptions for Program staff funded under this Agreement must align with local and national best practices for delivery of all Program services to be provided pursuant to this Agreement. The Commission may request to review the Program's current job descriptions for any Program staff funded under this Agreement, at any time during the term of this Agreement. Contractor must submit any requested documents to the Commission within 15 calendar days of request.
- iv. The Commission may request, at any time during the term of this Agreement, that the Contractor certify in writing to the Commission that Contractor's Program staff possess the appropriate level of job skills and job knowledge to provide all Program Services, as described herein, pursuant to this Agreement. Contractor must submit any requested documents to the Commission within 15 calendar days of request.
- v. Contractor must notify the Commission of any staffing changes adversely impacting the administration of the Program or the Contractor's ability to deliver services and/or maintain a safe and sanitary Program Site.
- vi. Contractor must ensure all staff and on-site volunteers complete mandated reporting training, as referenced herein, according to state guidelines for general and profession-specific requirements.
- vii. INTENTIONALLY OMITTED;
- viii. In the event volunteers perform any activities described in this Agreement:
 - 1. Volunteers are expected to adhere to all national and regional best practices and standards for service delivery and communications/engagement with Programs; and

2. Contractor must maintain written records related to volunteer activities.

d. ***Critical Incidents***

Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred, in a form, format, and manner approved by the Commission. A critical incident is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of an individual involved with the Program.

e. ***Program Client Engagement in Service Delivery and Program Design***

i. **Program Client Satisfaction**

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

ii. **Program Client Representation on Board**

Contractor agrees to coordinate and provide persons who are experiencing homelessness or have previously experienced homelessness access to evaluation of the Program services through participation in a Program advisory group or as a client member of the Contractor's Board of Directors as required by all applicable regulations associated with the funding provided under this Agreement⁹, or to the extent possible if not required by any regulation associated with funding under this Agreement.

f. ***Program Records***

- i. All Contractor files pertaining to personal Program Client information must remain confidential and kept in a locked file cabinet. All computer files must be password accessible only.

⁹ For Programs receiving Continuum of Care (CoC) funds, see CoC Interim Rule 24 CFR § 578.75(g); for Programs receiving Emergency Solutions Grant (ESG) funds, see Emergency Solutions Grant Program regulation 24 CFR § 576.405 Subpart E – Homeless Participation.

- ii. The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.
- iii. INTENTIONALLY OMITTED.

9. INTENTIONALLY OMITTED

10. MONITORING AND IMPROVEMENT ACTIVITIES

- a. Contractor must actively participate in compliance, performance monitoring, and improvement activities administered by the Commission.
- b. INTENTIONALLY OMITTED.
- c. Attendance is required at the Commission's Fiscal Year Kickoff Workshop.
- d. Contractor must participate in community-wide training(s) offered by the Commission or RTFH.
- e. Contractor must participate in any future assessments that may be conducted through a third party consultant to assist the Commission, and the Contractor in ensuring Program design best meets the needs of the population being served, and aligns with national best practices and regional standards as determined by the Commission and RTFH.

11. MATCH AND LEVERAGE/IN-KIND COMMITMENTS

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

12. PROGRAM OUTCOMES

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

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Persons/Households Served	# of Persons Served	Reporting Only
	Average Case Load Size	Reporting Only
Program Client Engagement ¹⁰	% of Enrollments that are converted to Engagements	Reporting Only
	Average length of time between client enrollment and engagement	Reporting Only
Exits	Exits to a successful destination as defined by HUD System Performance Measure 7a (Successful Placement from Street Outreach) ¹¹	At least 27%
	Exits to Permanent Housing	Reporting Only
	Exits to Other Longer-Term Housing ¹²	Reporting Only

¹⁰ “Engagement” occurs when an interactive client relationship results in a deliberate client assessment or beginning of a case plan. The Date of Engagement should be entered into HMIS on the date that the client has been engaged by the outreach worker; it is possible, and may be appropriate, for an outreach enrollment to be closed without the client becoming engaged. See https://www.hudexchange.info/programs/hmis/hmis-data-standards/standards/HMIS_Data_Entry.htm.

¹¹ “Successful Placement from Street Outreach” includes exits anywhere except the following: place not meant for habitation; jail, prison, or juvenile detention facility; deceased; no exit interview completed; client refused; data not collected; and other. See <https://files.hudexchange.info/resources/documents/System-Performance-Measure-7-Explanatory-Note-for-Measures-7A-and-7B.pdf>.

¹² “Other Longer-Term Housing” includes the following destinations: transitional housing; staying or living with family or friends, temporary tenure; safe haven; host home (non-crisis); foster care home or group foster care home; substance abuse treatment facility or detox center; long-term care facility or nursing home; and residential project or halfway house with no homeless criteria.

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

13. REQUESTS FOR REIMBURSEMENT (RFR)

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

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

14. REVERSION

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

15. MEDIA/COMMUNICATIONS

- a. Contractor must coordinate with and seek the prior written consent and permission of Commission's Communications and Legislative Affairs Department before distributing any printed or electronic materials specific to the Program or of the Program experience of Program Clients funded through this Agreement. Commission's permission will not be unreasonably withheld, conditioned, or delayed, and should Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, Commission's approval will be deemed to have been given.
- b. Contractor further agrees, recognizing the urgency with which media frequently makes requests for information, Contractor must exhibit a good faith effort to immediately consult with Commission prior to responding to such inquiries.

16. CLOSE-OUTS

- a. Upon the Program closing date, Contractor must:
 - i. Return all equipment, less normal wear associated with operating the Program, to a storage site identified by the Commission and remove all such items from the Program Site and/or the Program's administrative office; and
 - ii. INTENTIONALLY OMITTED.
- b. Contractor is responsible for completing and submitting a close-out packet with information including but not limited to total number of Program Clients housed, Program accomplishments, demographics, and financial summary of award for each applicable funding source.
- c. Contractor's obligation to Commission does not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to:

- i. Making final payments;
- ii. Disposing of Program assets as set forth herein, including the return of all unused materials, Program income balances, and accounts receivable to the Commission; and
- iii. Determining the custodianship of records.

17. COVID-19 EMERGENCY RESPONSE

Contractor shall comply with the requirements of Section 8.b. of this Attachment C.

Attachment D

Budget Terms

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

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



SAN DIEGO HOUSING COMMISSION SUBRECIPIENT PROJECT BUDGET SUMMARY

Fiscal Year: 2023 (10/1/22-6/30/23)

Project Name: MultiDisciplinary Outreach

Provider Name: PATH

Total Funding Amount: \$ 632,013

SPENDING CATEGORIES	CoSD General Funds	RTFH HHAP	TOTAL PROJECT BUDGET
PERSONNEL EXPENSES (PE)	\$ 232,731	\$ 137,390	\$ 370,121
NON-PERSONNEL EXPENSES (NPE)	\$ 212,769	\$ 41,860	\$ 254,629
START UP EXPENSES	\$ 4,500	\$ 2,763	\$ 7,263
TOTAL BUDGET	\$ 450,000	\$ 182,013	\$ 632,013

Attachment E
Prevailing Wage Attachment (If Applicable)

Not applicable

Attachment F
City of San Diego Provisions

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

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

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

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

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

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

2. **City’s Equal Opportunity Requirements.** During the performance of this Agreement, Contractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Contractor shall ensure that the terms contained in Subsections 5 through (b) are included in each subcontract. Contractor and its subcontractors shall be responsible for the administration of their own respective Americans with Disabilities Act employment programs.



SAN DIEGO HOUSING COMMISSION SUBRECIPIENT PROJECT BUDGET SUMMARY

Fiscal Year: 2023 (10/1/22-6/30/23)

Project Name: MultiDisciplinary Outreach

Provider Name: PATH

PERSONNEL EXPENSES (PE)	CoSD General Funds	RTFH HHAP	TOTAL PROJECT BUDGET
Salaries & Wages	\$ 186,094	\$ 110,000	\$ 296,094
Fringe Benefits	\$ 46,637	\$ 27,390	\$ 74,027
TOTAL PE BUDGET	\$ 232,731	\$ 137,390	\$ 370,121
FAIC BUDGET			\$ -
NON-PERSONNEL EXPENSES (NPE)	CoSD General Funds	RTFH HHAP	TOTAL PROJECT BUDGET
Training	\$ 615		\$ 615
Communication	\$ 2,625	\$ 2,625	\$ 5,250
Insurance	\$ 4,725		\$ 4,725
Supplies-Admin Use	\$ 3,675		\$ 3,675
Program-Svcs-Hotline	\$ 5,000	\$ 5,000	\$ 10,000
Program-Svcs-CIE	\$ 1,875	\$ 1,875	\$ 3,750
Transportation	\$ 5,342	\$ 5,342	\$ 10,684
Vehicle Lease	\$ 2,700	\$ 2,700	\$ 5,400
Supplies-Client Use	\$ 7,500	\$ 7,500	\$ 15,000
Flexible Financial Assistance	\$ 11,143	\$ 522	\$ 11,665
Subrecipient	\$ 127,069		\$ 127,069
Indirect Cost (10%)	\$ 40,500	\$ 16,296	\$ 56,796
			\$ -
			\$ -
TOTAL NPE BUDGET	\$ 212,769	\$ 41,860	\$ 254,629
Start-Up Costs- Staff Equipment*	\$ 4,500	\$ 2,763.00	\$ 7,263
Contract Administration and Project Coordination	\$ 50,000	\$ 12,475.00	\$ 62,475
TOTAL PROJECT BUDGET	\$ 450,000	\$ 182,013	\$ 694,488
NOTES / COMMENTS			
<p>Annualized Total Operator Budget- \$1,000,000 Pro-rated Operator Budget* for 9 months = \$624,750 + \$7,263 Start-Up Costs = \$632,013 *First 3 months costs reduced to account for program ramp up (which equates to a 25%, 50%, 75% phase in)</p>			

HOUSING AUTHORITY OF
THE CITY OF SAN DIEGO

RESOLUTION NUMBER HA-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO AUTHORIZING THE SAN DIEGO HOUSING COMMISSION TO EXECUTE AN AGREEMENT WITH PEOPLE ASSISTING THE HOMELESS TO OPERATE THE CITY OF SAN DIEGO MULTIDISCIPLINARY OUTREACH PROGRAM.

WHEREAS, on June 17, 2022, the Council of the City of San Diego (City Council), pursuant to San Diego Resolution R-314153 (Jun. 17, 2022), approved a one-time expenditure of \$500,000 to the San Diego Housing Commission (Housing Commission) for the purpose of creating and administering the City of San Diego Multidisciplinary Outreach Program (Program); and

WHEREAS, the Regional Task Force on Homelessness committed an additional \$194,488 in Homeless Housing, Assistance, and Prevention Program funds for the Program's initial term; and

WHEREAS, the total amount budgeted for the Program is \$632,013 for Program operations and \$62,475 for Housing Commission administration expenses; and

WHEREAS, the Program will provide care coordination, linkage to community resources, housing and health assessments, and basic needs support for up to 20 individuals experiencing homelessness at any given time in the City of San Diego (City), with a case management ratio of one to five; and

WHEREAS, the Program is anticipated to serve up to 50 individuals annually, but only up to 36 in the Program's initial pro-rated term; and

WHEREAS, the Program supports the Community Action Plan on Homelessness for the City of San Diego (Action Plan) by increasing access to behavioral health resources along with other health and human services, and the Program is an important component to the vision, principles, and strategies identified in the Action Plan; and

WHEREAS, on July 7, 2022, the Housing Commission issued a Request for Proposal (RFP) seeking to identify interested and qualified service providers for the Program within the City; and

WHEREAS, People Assisting the Homeless (PATH) was the sole respondent to the RFP, evaluated based on criteria set by a source selection committee, found to be responsive, and selected for the agreement; and

WHEREAS, the operating agreement for the Program between the Housing Commission and PATH (Agreement) is not to exceed an amount of \$632,013 (including \$7,263 in one-time startup expenses) and has an initial nine-month term from October 1, 2022, through June 30, 2023, and two one-year options for renewal, contingent on the City making funds available for the Program; and

WHEREAS, Housing Commission staff determined this activity is exempt from the California Environmental Quality Act pursuant to title 14 of the California Code of Regulations section 15061(b)(3) and section 15301; and

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

WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by Housing Commission staff, and verified by the Housing Commission's General Counsel, with the understanding that this information is sufficient to allow for a proper and complete analysis of this matter; NOW, THEREFORE,

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

1. The Housing Commission is authorized to enter into the Agreement with PATH as set forth in Attachment 1 to HAR22-030, contingent on funding being made available for the Program through the City's budgeting process.

2. The Housing Commission's President and CEO, or designee, is authorized to execute all 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, provided that a copy of the documents, signed as to form by Housing Commission General Counsel, are submitted to each Housing Commissioner.

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

4. The Housing Commission staff will notify the Housing Authority and the San Diego City Attorney's Office about any subsequent amendments or modifications to the Agreement and other required documents, including amendments to any documents.

APPROVED: MARA W. ELLIOTT, General Counsel

By _____
Justin R. Bargar
Deputy General Counsel

JRB:cw:cm
September 14, 2022
Or.Dept: SDHC
Doc. No. 3088495



The City of San Diego
Item Approvals

Item Subject: Approval of the Agreement between the San Diego Housing Commission and People Assisting the Homeless to Operate the City of San Diego Multidisciplinary Outreach Program.

Contributing Department	Approval Date
DOCKET OFFICE	09/14/2022
ENVIRONMENTAL ANALYSIS	09/15/2022
FINANCE	09/16/2022

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	MARSHALL, SCOTT	09/14/2022
EXECUTIVE VICE PRESIDENT	DAVIS, JEFF	09/16/2022
CITY ATTORNEY	BARGAR, JUSTIN	09/16/2022