



EXECUTIVE SUMMARY

HOUSING COMMISSION EXECUTIVE SUMMARY SHEET

MEETING DATE: September 13, 2018

HCR18-077

COUNCIL DISTRICT(S): Citywide

ORIGINATING DEPARTMENT: Homeless Housing Innovations Department

CONTACT/PHONE NUMBER: Lisa Jones (619) 578-7696

REQUESTED ACTION:

Authorize the execution of an amended agreement with People Assisting the Homeless (PATH) of San Diego County to increase the current Fiscal Year 2019 Emergency Solutions Grant-funded agreement to operate a Rapid Rehousing (RRH) program by \$50,000 bringing the full agreement amount to \$239,000 for the term of July 1, 2018, to June 30, 2019, and the execution of an agreement with PATH totaling \$198,736 of Continuum of Care funds to operate a Rapid Rehousing program from September 15, 2018, to February 28, 2019, with an option for a four-month extension to June 30, 2019, and a further one-year option to extend to June 30, 2020, and the execution of an agreement with PATH totaling \$19,013 of Affordable Housing Funds to fund for the funding of a Housing Specialist to support the aforementioned RRH programs for the term of July 1, 2018 to June 30, 2019.

EXECUTIVE SUMMARY OF KEY FACTORS:

- Under its current agreement with the San Diego Housing Commission (Housing Commission), PATH receives \$189,000 of Emergency Solutions Grant (ESG) funds to operate a Rapid Rehousing program with short-term (0-6 months) to moderate-term (6-12 months) rental assistance with the goal of successfully housing a minimum of 36 San Diegans experiencing homelessness in Fiscal Year 2019 (July 1, 2018 – June 30, 2019).
- The proposed \$50,000 increase in ESG funds would enable PATH to assist 10 additional households with Rapid Rehousing in Fiscal Year 2019.
- PATH has not previously received Continuum of Care (CoC) funds administered by the Housing Commission for Rapid Rehousing programs.
- The proposed \$198,736 in CoC funds would enable PATH to successfully house a minimum of 12 households experiencing homelessness in Fiscal Year 2019, with moderate-term (6-12 months) to long-term (12-24 months) rental assistance.
- The ESG and CoC funds referenced in this report are currently available because a previous provider surrendered their participation in Rapid Rehousing programs that receive these federal funds administered by the Housing Commission.



REPORT

DATE ISSUED: September 6, 2018

REPORT NO: HCR18-077

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of September 13, 2018

SUBJECT: Contracts for Fiscal Year 2019 People Assisting the Homeless (PATH) of San Diego County's Rapid Rehousing Programs

COUNCIL DISTRICT: Citywide

REQUESTED ACTION:

Authorize the execution of an amended agreement with People Assisting the Homeless (PATH) of San Diego County to increase the current Fiscal Year 2019 Emergency Solutions Grant-funded agreement to operate a Rapid Rehousing (RRH) program by \$50,000 bringing the full agreement amount to \$239,000 for the term of July 1, 2018, to June 30, 2019, the execution of an agreement with PATH totaling \$198,736 of Continuum of Care funds to operate a Rapid Rehousing program from September 15, 2018, to February 28, 2019, with an option for a four-month extension to June 30, 2019, and a further one-year option to extend to June 30, 2020, and the execution of an agreement with PATH totaling \$19,013 of Affordable Housing Funds to fund a Housing Specialist to support the aforementioned RRH programs for the term of July 1, 2018 to June 30, 2019.

STAFF RECOMMENDATION

That the San Diego Housing Commission (Housing Commission) take the following actions:

- 1) Authorize an amendment to the current agreement with People Assisting the Homeless (PATH) of San Diego County to increase the current Fiscal Year 2019 Emergency Solutions Grant (ESG) funded agreement to operate a Rapid Rehousing program by \$50,000 bringing the full agreement amount to \$239,000 for the term of July 1, 2018, to June 30, 2019;
- 2) Authorize the execution of an agreement with PATH in the amount of \$198,736 of Continuum of Care (CoC) funds to operate a Rapid Rehousing program from September 15, 2018, to February 28, 2019, with an option for a four-month extension to June 30, 2019; and approve a further additional one-year option to extend to June 30, 2020, at the discretion of the President & Chief Executive Officer (President & CEO), or designee;
- 3) Authorize the execution of an agreement with PATH in the amount of \$19,013 of Affordable Housing Funds to support a Housing Specialist position for the aforementioned ESG and CoC funded Rapid Rehousing program(s) for fiscal year 2019;
- 4) Authorize the President & CEO, or designee, to execute all necessary documents and instruments that are necessary and/or appropriate to implement these approvals, in a form approved by General Counsel, and to take such actions necessary and/or appropriate to implement these approvals; and

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

SUMMARY

As part of the City of San Diego's comprehensive approach to addressing homelessness, PATH shall operate Rapid Rehousing programs, utilizing federal Emergency Solutions Grant and Continuum of Care funds, which will provide short-term (0-6 months) to long-term (12-24 months) rental assistance and social services for San Diegans experiencing homelessness.

The ESG and CoC funds referenced in this report are currently available because a previous provider surrendered their participation in Rapid Rehousing programs that receive these federal funds administered by the Housing Commission.

Under its current agreement with the Housing Commission, PATH receives \$189,000 of Emergency Solutions Grant funds to operate a Rapid Rehousing program with short-term (0-6 months) to moderate-term (6-12 months) rental assistance with the goal of successfully housing 36 San Diegans experiencing homelessness in Fiscal Year 2019 (July 1, 2018 – June 30, 2019). The proposed \$50,000 increase in Emergency Solutions Grant funds would enable PATH to assist 10 additional households with Rapid Rehousing in Fiscal Year 2019.

PATH has not previously received Continuum of Care funds administered by the Housing Commission for Rapid Rehousing programs. The proposed \$198,736 in Continuum of Care funds would enable PATH to successfully house 12 households experiencing homelessness in Fiscal Year 2019, with moderate-term (6-12 months) to long-term (12-24 months) rental assistance.

Utilizing the Housing First model and person-centered services, which have proved effective in serving chronically homeless and/or highly vulnerable individuals, the programs will provide rental assistance and social services to quickly end the client's period of homelessness and provide support to ensure housing stability. If it were not for these important permanent housing resources, these clients would be living in places not intended for human habitation or in emergency shelters. This critical work will contribute to the regional goals of ensuring instances of homelessness are rare, brief and non-recurring.

PATH's Rapid Rehousing programs will serve the most vulnerable clients referred to them through the Coordinated Entry System (CES). Services to be provided include, but are not limited to: case management services; short- to long-term rental assistance; move-in expenses, including utility payment; housing search and landlord negotiation assistance; and referrals to other services to help stabilize and support families and individuals to ensure housing success. The Housing Commission has been contracting with PATH to operate a Rapid Rehousing program, using Emergency Solutions Grant funding, since 2014. In Fiscal Year 2018, they exceeded their goal for housing persons experiencing homelessness. Along with exceeding their goals, PATH has shown a consistent focus on providing compassionate and quality services to the homeless clients they serve. Because of this previous success, the Housing Commission requests to sole source the available Emergency Solutions Grant and Continuum of Care funds to PATH.

To further support PATH’s ESG and CoC funded RRH program that works with some of the more vulnerable clients experiencing homelessness, the Commission is committing \$19,013 of Affordable Housing Fund dollars to fund a part time Housing Specialist. This important position will support program participants, through housing location, landlord engagement and lease negotiation, to secure appropriate housing to quickly reduce the amount of time an individual or family experiences homelessness. In addition this will allow PATH to focus ESG and CoC resources to ensure clients receive appropriate levels of case management and housing stability support to promote the households ongoing stability and not experience a housing crisis again.

AFFORDABLE HOUSING IMPACT

San Diego continues to experience a homelessness crisis, so the need for services that can provide quality permanent housing assistance to individuals and families experiencing homelessness is critical to the well-being of the community. PATH’s Rapid Rehousing programs serve this purpose by providing rental assistance and social services to families and individuals in need of housing. Clients participating in these programs represent San Diego’s most vulnerable citizens, as 100 percent of participants are homeless, with very low to moderate incomes.

FISCAL CONSIDERATIONS

The proposed funding approved by these actions is included in the Housing Commission’s approved Fiscal Year 2019 Budget.

Approving this action will authorize the Housing Commission to expend \$456,749, which is funding that was previously approved in the agency-wide Fiscal Year 2019 budget for this purpose. Additionally, approving this action will result in the housing of 58 households by PATH Rapid Rehousing programs during Fiscal Year of 2019.

ESG Rapid Rehousing	CoC Rapid Rehousing	AHF Rapid Rehousing	Total
\$239,000	\$198,736	\$19,013	\$456,749

EQUAL OPPORTUNITY/CONTRACTING

PATH of San Diego County is a local nonprofit organization. As a nonprofit, PATH is exempt from the requirement to submit Workforce Reports.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders for this project include: PATH Rapid Rehousing clients and PATH as the sub-recipient administering the program. The program is expected to have a positive impact on the community because it will provide rental assistance and social services support to 58 otherwise homeless households.

ENVIRONMENTAL REVIEW

The activities described in the report are not a project as defined in California Environmental Quality Act (CEQA) Section 15378(b)(5) as they are administrative activities of government that will not result in direct or indirect physical changes in the environment and, therefore, are not subject to CEQA pursuant to Section 15060(c)(3) of the State CEQA Guidelines. Nevertheless, they would be categorically exempt under multiple separate provisions of CEQA, including Section 15301 for existing facilities involving negligible or no expansion of the existing use. This determination is not appealable

September 6, 2018

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and a Notice of Right to Appeal the Environmental Determination (NORA) is not required. The activity contemplated herein, including operation of the facility, is categorically excluded from the National Environmental Policy Act pursuant to Section 58.35(b)(2) and (3) and exempt per Section 58.34(a)(3) and (4) of Title 24 of the Code of Federal Regulations.

Respectfully submitted,

Lisa Jones

Lisa Jones
Senior Vice President
Homeless Housing Innovations

Approved by,

Jeff Davis

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

Attachments:

- 1) Draft Agreement between San Diego Housing Commission and People Assisting the Homeless for Continuum of Care funded Rapid Rehousing Services
- 2) Draft amendment to the current agreement between San Diego Housing Commission and People Assisting the Homeless for Emergency Solutions Grant funded Rapid Rehousing Services
- 3) Draft Agreement between San Diego Housing Commission and People Assisting the Homeless for Affordable Housing Fund funded Rapid Rehousing Supportive Services

Hard copies are available for review during business hours at the security information desk in the main lobby and the fifth floor reception desk of the San Diego Housing Commission offices at 1122 Broadway, San Diego, CA 92101 and at the Office of the San Diego City Clerk, 202 C Street, San Diego, CA 92101. You may also review complete docket materials in the "Public Meetings" section of the San Diego Housing Commission website at www.sdhc.org.

SAN DIEGO HOUSING COMMISSION

**AGREEMENT FOR
CONTINUUM OF CARE
SAN DIEGO RAPID REHOUSING**

WITH

**PEOPLE ASSISTING THE HOMELESS
(PATH)**

**SUB-GRANT NO.
CA1208L9D011704
Agreement No. HHI-18-27a**

THIS AGREEMENT, entered into this ___ day of _____, 2018, effective _____, 2018 between the

Commission: **SAN DIEGO HOUSING COMMISSION**
1122 Broadway, Suite 300
San Diego, California 92101

and the Subrecipient (or “Contractor”): **PEOPLE ASSISTING THE HOMELESS**
1250 Sixth Avenue
San Diego, CA 92101
(619) 810-8600

101. DESCRIPTION OF WORK

The Continuum of Care funded Rapid Rehousing Program (RRH Program) provides short and medium-term rental assistance coupled with supportive services to homeless individuals and families by helping them locate and sustain permanent housing. It is funded by a **2017** grant award from the Department of Housing and Urban Development (HUD), Grant Number **CA1208L9D011704** issued under Catalog of Federal Domestic Assistance (CFDA) No. 14.267 (hereinafter “HUD Grant”) to the Commission. As the grantee, Commission administers the RRH Program.

This Agreement is governed by the Continuum of Care (CoC) Program Interim Rule. Upon publication for effect of a Final Rule for the CoC Program, the Final Rule will govern this Agreement instead of the Interim Rule. The Scope of Work listed in Attachment No. 2, below, is also subject to the terms of the 2017 CoC Notice of Funds Availability.

The RRH Program and this Agreement are governed by title IV of the McKinney-Vento Homeless Assistance Act, 42 USC 11301 et seq. (“Act”) and 24 CFR 578 (the “RRH Program Regulations”).

Subrecipient shall provide housing and supportive services as part of Subrecipient’s RRH Program as described in the RRH grant application filed by the Commission, pursuant to the applicable RRH Program Regulations, and in strict accordance with the Scope of Work attached hereto in Attachment No. 2.

102. AGREEMENT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents, which are

attached hereto and made a part, hereof:

1. General Provisions, Attachment No. 1
2. Scope of Work, Attachment No. 2
3. Budget, Attachment No. 3
3. FY 2017 Continuum of Care Program Grant Agreement (HUD Grant Agreement), Attachment No. 4
4. HUD's Homeless Definition Condition, Attachment No. 5
5. Definitions, Attachment No. 6
5. Certificate of Compliance, Attachment No. 7
6. Designation of Subcontractor/ Subconsultant, Attachment No. 8

103. TIME OF PERFORMANCE

The period of performance of this Agreement shall commence effective **September 15, 2018 through February 28, 2019** or such earlier date that the program funds have been expended.

104. SUB-GRANT AND METHOD OF PAYMENT

- a. **Maximum Sub-Grant Award.** The total award for Subrecipient's scope of work under this Agreement shall not exceed the amount of **ONE HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED THIRTY-SIX AND NO/100 DOLLARS (\$198,736)**. This amount represents \$170,653 to Subrecipient in rental assistance, \$24,106 to Subrecipient in supportive services, and \$3,977 to Subrecipient in project administrative costs and indirect costs. Subrecipient shall not be reimbursed for any costs incurred in its operations, directly or indirectly, during any period of federal, state or local debarment, suspension or ineligibility of Subrecipient, when Subrecipient has notice (actual, constructive, or implied) of such debarment, suspension or ineligibility. Subrecipient acknowledges that the Commission is under no obligation to pay Subrecipient for costs incurred or expenses accrued under this Agreement in excess of the maximum sub-grant award specified above. It shall be the responsibility of the Subrecipient to monitor its activities to ensure that the scope of work specified in Attachment No. 2 (Scope of Work) may be completed and no charges accrued in excess of the maximum sub-grant award during the term of this Agreement.
- b. **RRH Rental Assistance Payments (RAP).** The rate of rental assistance payments shall be calculated in compliance with the RRH Program Regulations, as follows: the cost of the unit as determined by the Commission (based on fair market rents and rent reasonableness for the area) less the participant's share of the rent. Rent reasonableness for the area will be determined by HUD and Commission standards. Housing deposits, damages and advance rent payment requests will be authorized on a case-by-case basis by the Commission's RRH Program Administrator as necessary to maintain participant housing and as funding is available. Pursuant to the CoC and NOFA, Subrecipient has been awarded \$170,653 for use as rental assistance payments (which includes the cost of HQS). Rental assistance payments shall be made in compliance with 24 CFR 578.51 (a) (1), and Attachment No. 2 (Scope of Work) as attached hereto. Rental assistance overhead costs are costs directly related to carrying out activities eligible under 24 CFR 578.51.
- d. **Supportive Services.** Pursuant to the CoC and NOFA, Subrecipient shall be awarded \$24,106 for use toward supportive services. Supportive Services funds shall be spent in compliance with 24 CFR 578.53, the NOFA and Attachment No. 2, (Scope of Work) attached hereto.

Supportive services overhead costs are costs directly related to carrying out activities eligible under 24

CFR 578.53. Supportive services eligible costs:

1. Annual Assessment of Service Needs
2. Assistance with moving costs.
3. Case Management
4. Child care
5. Education Services
6. Employment assistance and job training
7. Food
8. Housing search and counseling services
9. Legal services
10. Life skills training
11. Mental health services
12. Outpatient health services
13. Outreach services
14. Substance abuse treatment services
15. Transportation
16. Utility Deposits
17. Direct provision of services

Sub-recipients should reference 24 CFR 578.53 for further definition of eligible supportive services costs. The Sub-recipient will charge overhead costs directly related to carrying out eligible supportive services activities to the supportive services line item.

e. **Project Administrative Costs and Indirect Costs.** Pursuant to the RRH Program Regulations, Commission shall share with Subrecipient, 50% of the funds allocated by the NOFA, attached hereto as Attachment No. 3 (hereafter “NOFA”), to project administrative costs and indirect costs for this Agreement. Project administrative costs and indirect costs during the term of this Agreement shall not exceed **\$3,977**. Subrecipient may use said funds for project administrative costs and indirect costs as authorized in the RRH Program Regulations (24 CFR 578.59 (project administrative costs) and 24 CFR 578.63 (indirect costs), related to the planning and execution of activities pursuant to this Agreement, including, the following:

Project Administrative Costs:

1. General management, oversight and coordination. Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
 - a. Salaries, wages and related costs of the staff engaged in program administration. In charging costs to this category, the sub recipient may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments include the following:
 - i. Preparing program budgets and schedules, and amendments to those budgets and schedules;
 - ii. Developing systems for assuring compliance with program requirements;
 - iii. Developing agreements with sub-recipients and contractors to carry out program activities
 - iv. Monitoring program activities for progress and compliance with program requirements;
 - v. Preparing reports and other documents directly related to the program for submission to HUD;
 - vi. Coordinating the resolution of audit and monitoring findings;
 - vii. Evaluating program results against stated objectives;
 - viii. Managing and supervising persons whose primary responsibilities with regard to the program such as assignments as those described in i through vii in this section

- b. Travel costs incurred for monitoring sub-recipients;
 - c. Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and
 - d. Other costs for goods and services required for the administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
2. Training on Continuum of Care requirements including costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings.
 3. Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31

Indirect Costs:

Continuum of Care funds may be used to pay indirect costs in accordance with 2 CFR Part 230, as applicable. Indirect costs may be allocated to each eligible activity so long as that allocation is consistent with an indirect cost proposal developed in accordance with 2 CFR Part 230, as applicable. The indirect costs charged to an activity subject to an expenditure limit under 24 CFR 578.59 must be added to the direct costs charged for the activity when determining the total costs subject to the expenditure limits.

In accordance with HUD requirements, Sub recipient shall prepare and maintain documentation including but not limited to time sheets and claim forms/invoices evidencing all project administrative activity expenditures. Allocated indirect costs based on a cost allocation plan do not require individual time and effort reporting, unless the Sub recipient is using the direct time allocation methodology.

f. Method of Payment. The Subrecipient shall submit a Request for Reimbursement to the Commission by the 15th of each month on forms provided to Subrecipient by Commission. Subrecipient shall further provide such backup documentation as Commission may require and a certification by the Subrecipient specifying payment requested is for costs incurred in accordance with the provisions of this Agreement. Upon approval of the Request for Reimbursement, the Commission shall make payments to Subrecipient by approximately the 15th day of the following month. Payments will be made to Subrecipient at the address given above.

g. Termination of Sub-Grant. The Commission and/or HUD may cancel the Agreement, without cause, by written notice to the Commission by HUD or written notice to the Subrecipient by the Commission at any time during the term of the Agreement, or upon expiration of the HUD Grant Agreement term. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 10 of the General Provisions in Attachment No. 1 of this Agreement.

105. HUD SUBGRANT AGREEMENT REQUIREMENTS

a. Default. Subrecipient shall be in default of this Agreement if any of the following conditions occur during the term of this Agreement. Subrecipient:

1. Uses any of the NOFA funds for a purpose other than authorized by this Agreement and/or the NOFA or HUD Grant Agreement;
2. Fails to provide RRH Program services for the minimum term of this Agreement and/or the NOFA or HUD Grant Agreement in accordance with the provisions of the RRH Program Regulations and Attachment Nos. 3 and 4;
3. Fails to strictly comply with the requirements of the NOFA or HUD Grant Agreement;

4. Materially breaches any of the covenants on its part to be performed under the terms of this Agreement and/or the NOFA or HUD Grant Agreement;

5. Misrepresents any matter in the NOFA or HUD Grant application, which, if known by HUD, would have resulted in the NOFA or HUD Grant not having been made; and

6. Any other breach of the terms of the HUD Grant, NOFA, the RRH Program Regulations, this Agreement or the HUD Grant Agreement.

b. Actions upon breach. Upon the Commission's determination that there has been a default as referenced in Paragraph 105(a) hereof, the Commission may, at its option, after five (5) days written notice to the Subrecipient, take any or all of the following actions:

1. Direct the Subrecipient to submit progress schedules, as dictated by the Commission and/or HUD, for completing the approved activities;

2. Issue a letter of warning to the Subrecipient of the default, establishing a date by which corrective actions must be completed and putting the Subrecipient on notice that more serious actions will be taken if the default is not timely cured or is repeated;

3. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out the remedial actions by the Subrecipient;

4. Direct the Subrecipient to suspend, discontinue or not incur costs for the affected activity;

5. Reduce or recapture the amount under the HUD Grant or NOFA from the Subrecipient;

6. Direct the Subrecipient to reimburse the program accounts for costs inappropriately charged to the RRH Program;

7. Substitute a new grantee for the Subrecipient, with HUD approval;

8. Any other appropriate action, including but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory relief and/or judgment, specific performance, damages, temporary or permanent injunctions and any and all other available remedies; or

9. Any other action directed and/or approved by HUD.

c. Amendment. An amendment to the HUD Grant Agreement and this Agreement may only be made in writing. More specifically, the Subrecipient may not change the program detail, Scope of Work or population to be served, or make any other significant change in the Agreement without the express written approval of the Commission and HUD, if required by the terms of the NOFA or HUD Grant.

d. Certifications. Pursuant to the NOFA and HUD Grant Agreement, Subrecipient certifies that:

1. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;

2. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;

3. Subrecipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
4. In the case of a project that provides housing or services to families, that Subrecipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitled B of title VII of the Act;
5. The Subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
6. Subrecipient will provide information, such as data and reports, as required by HUD.

106. NOTICES

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

Signature Page to Agreement for Rapid Rehousing with PEOPLE ASSISTING THE HOMELESS (PATH)

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

SUBRECIPIENT:
PEOPLE ASSISTING THE HOMELESS

By: _____
Jennifer Hark-Dietz, Chief Operating Officer

Date: _____

COMMISSION:
SAN DIEGO HOUSING COMMISSION

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

Date: _____

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

Date: _____

Approved as to Form:
Christensen & Spath LLP

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

Date: _____

ATTACHMENT NO. 1
General Provisions

1. Preference for Domestic Materials. Wherever possible in the performance of this Agreement, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, manufactured substantially from materials produced in the United States shall be used in the performance of the Agreement. Any person who fails to comply with such provision shall not be awarded any contract to which this article applies for a period of three (3) years from the date of the violation. (GOVT CODE - 4304).

2. Preparation of Written Reports or Documents. Provided that the total cost for work performed by Subrecipient exceeds five thousand dollars (\$5,000) and requires preparation of any document or written report prepared for or under the direction of the Commission, which is prepared in whole or in part by Subrecipient or its agents, the document or written report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (GOVT CODE -7550).

3. Equal Opportunity. During the performance of this Agreement, Subrecipient shall comply with all applicable local, State and Federal Equal Opportunity Programs, as well as any other applicable local, state and federal laws.

4. Non-Discrimination. Subrecipient shall not discriminate, and require its subcontractors not to discriminate, on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, color, familial status, or disability, in the solicitation, selection, hiring, or treatment of its employees, any applicants for employment, any subcontractor, vendors, suppliers or in the selection and/or treatment of participants or prospective participants of the facilities and services provided pursuant to this Agreement.

(a) Subrecipient shall comply, and require its subcontractors to comply, with the following, if and when applicable: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60.

(b) Subrecipient shall comply, and require its subcontractors to comply, with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities in any federally assisted program. The Commission shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations applicable during the term of this Agreement.

5. Notice of Regulations and Requirements Pertaining to Reporting. Subrecipient's performance under this Agreement is subject to State and Federal regulations, including the RRH Program Regulations. Subrecipient hereby agrees to comply with all applicable requirements pertaining to reports or documentation required under the terms of this Agreement, if any.

6. Contract Work Hours and Safety Standards Act. In the event Subrecipient's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of

\$2,500, and uses Federal funds, then Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-339) as supplemented by Department of Labor regulations (29 CFR Part 5).

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

8. Records.

(a) **Records Retention.** Subrecipient shall maintain all Program Records, defined herein, during the term of this Agreement, including those required by the Federal regulations specified in 24 CFR Part 578.103 that are pertinent to the activities funded under this Agreement. "Program Records" are all administrative and/or financial records required in connection with this Agreement that are prepared and/or gathered by Subrecipient, including, but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product, and any other documents, data and/or records pertaining to all matters covered in this Agreement or required by the RRH Program Regulations, the HUD Grant Agreement, or any provision of applicable local, state or federal law (hereafter "Program Records").

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

(c) **Confidentiality.** Subrecipient shall develop and maintain and implement written procedure for the confidentiality and security requirements of all Program Records, including any and all HMIS data, to ensure that all records containing protected identifying information of any individual or family who applies for and/or receives RRH Program assistance will be kept secure and confidential.

(d) **Storage Period.** Subrecipient shall store all Program Records for a period of not less than five (5) years after Subrecipient's final submission of all required reports under this Agreement, or five years after the Commission and Subrecipient make all final payments, or until all pending matters (including audit findings) have been resolved, whichever is longest. All Program Records shall be kept at Subrecipient's regular place of business. At any time during the storage period, Subrecipient shall permit, and require its subcontractors to permit, the Commission, the City, HUD, Comptroller General, or any of their duly authorized representatives, to inspect and photocopy all Project Records for the purposes described in above. After the storage period has expired, Subrecipient shall provide the Commission with thirty calendar days written notice of its intent to dispose of any Project Records. During this time period, Subrecipient shall provide any and all Project Records to the Commission, upon the request of the Commission.

9. Energy Conservation. Provided this Agreement uses Federal funds, Subrecipient hereby certifies

compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. Termination. The Commission, thirty (30) days after mailing written notice to Subrecipient, may terminate this Agreement, in whole or in part, when it is in the Commission's interest. If this Agreement is terminated, the Commission shall be liable only for payment under the payment provisions of this Agreement for costs incurred before the effective date of termination. This Agreement may be terminated without notice, by the Commission, upon the cessation of federal funding, which funds this Agreement.

11. Status of Subrecipient. This Agreement is for financial assistance to enable the Subrecipient to carryout eligible activities under the Continuum of Care program. Subrecipient and its staff will not be considered an employee of the Commission for any purpose.

12. Conflict of Interest. For the duration of this Agreement, the Subrecipient will not act as a consultant or perform services of any kind for any person or entity, which would conflict with the services to be provided herein, or place the Subrecipient in positions adverse, hostile or incompatible with the interests of the Commission, the Housing Authority, or the City.

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

(b) Subrecipient's personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any subcontractor or potential subcontractor. Subrecipient shall not recommend or specify any product, supplier, or Subrecipient with whom Subrecipient has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

(c) Subrecipient shall comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, each of the following:

- (1) The conflict of interest provisions in 24 CFR 578.95 and 2 CFR 200.112.
- (2) California Government Code sections 1090 et seq. and 81000 et seq.;
- (3) California Corporations Code sections 7230 – 7238 (applicable to nonprofit mutual benefit corporations) and sections 5230 – 5240 (applicable to nonprofit public benefit corporations);
- (4) Commission's Conflict of Interest Policy PO101.000.

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

except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee.

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

15. Insurance. Subrecipient shall maintain all insurance required by State and Federal law, including, but not limited to, Worker's Compensation, public liability and property damage insurance in the minimum amount of One Million Dollars (\$1,000,000), and automobile liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000). The Commission, the Housing Authority, and the City shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Commission, the Housing Authority, and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine. For any claims arising out of or in connection with Subrecipient's performance under this Agreement, the insurance required to be purchased and maintained by the Subrecipient shall be primary and non-contributory to any insurance carried by the Commission, the Housing Authority and/or the City. All insurance required to be purchased and maintained by the Subrecipient shall be endorsed with a waiver of subrogation. Subrecipient's insurers, in their endorsements, agree to waive all rights of subrogation against the Commission, the Housing Authority, the City, and their employees and agents for losses paid by Subrecipient's insurers that arise out of or in connection with Subrecipient's performance under this Agreement.

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

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

18. Interest of Current or Former Members, Officers, Employees. No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Commission.

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

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

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

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

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

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

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

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

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

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

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

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

Form to Report Lobbying," in accordance with its instructions;

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

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

22. Audit. Subrecipient shall comply with audit requirements. OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations" applies to audits for non-federal entity fiscal years beginning prior to December 26, 2014. 2 CFR part 200, Subpart F, Audit Requirements, applies to audits of non-federal entity fiscal years beginning on or after December 26, 2014.

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

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

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

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

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

(a) A small business is defined as a business that is independently owned, not dominant in its

field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

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

DRAFT

ATTACHMENT NO. 2

SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the HUD's comprehensive approach to ending homelessness, People Assisting the Homeless (PATH) (the "Subrecipient") will operate the Continuum of Care San Diego Rapid Rehousing Program (the "Program") to provide short to medium term rental assistance and supportive services to households experiencing homelessness. Utilizing the Housing First model, the Program's objective is to facilitate permanent housing stabilization, maintain or increase earned income and income from any source leading to self-sufficiency, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

2. ADMINISTRATIVE OFFICE LOCATION

People Assisting the Homeless (PATH) (Subrecipient) shall operate the San Diego Program ("Program") and maintain an administrative office at 1250 Sixth Avenue, San Diego, CA 92101. The days and hours of operation are Monday through Friday 8:00 AM to 5:00 PM.

3. PROGRAM DESCRIPTION

The Subrecipient shall operate a Rapid Rehousing (RRH) Program using the Housing First model in the County of San Diego ("County"), contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring. The Subrecipient shall provide tenant-based rental assistance and supportive services under this Agreement for a term of one (1) year in accordance with this Agreement, the HUD Grant Agreement, and the applicable RRH Program Regulations under 24 CFR 578. All services must be easily accessible and evaluated for effectiveness on a regular basis.

The Subrecipient shall ensure all rental units being subsidized under this Agreement meet all applicable environmental review requirements, as conducted by the Commission and/or Housing Quality Standards (HQS), as outlined in the Continuum of Care (CoC) guidelines.

The Subrecipient shall adhere to all CoC and Regional Task Force on the Homeless (RTFH) performance standards and requirements, including recommendations from the RTFH regional planning process for creation of a Homeless Crisis Response System.

The Program will utilize trauma-informed care and motivational interviewing. A harm reduction model, which does not require sobriety and addresses heavy drinking and/or drug use and its consequences, will also be utilized. The system design will effectively serve the target population in a welcoming and solutions-focused environment.

The Program will participate in the Coordinated Entry System (CES). Intakes into the Program will be made based on the agreed upon priorities of CES, including an assessment of the client's vulnerability as screened by the common assessment tool and stated community preferences. This service delivery model helps the Program to:

- Serve the community's most vulnerable individuals from each of the intervention categories;
- Move clients into the most appropriate housing of their choice; and
- Meet clients' needs as quickly as possible.

4. PROGRAM SERVICES (SUBRECIPIENT'S RESPONSIBILITIES)

a. *Persons Served*

- 1) Each Program participant shall be:
 - a) Certified as homeless using the U.S. Department of Housing & Urban Development (HUD) definition and documentation of homelessness in accordance with HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and
 - b) Screened using the common assessment tool adopted by RTFH.
- 2) During the term of this Agreement, unless terminated earlier, Subrecipient shall provide housing and supportive services to a minimum of twelve (12) households under the RRH Program.
- 3) Subrecipient will utilize program assistance to rapidly place a minimum of twelve (12) households back into permanent housing,
- 4) When appropriate within the current contract funds, Subrecipient shall increase the number of households placed into permanent housing beyond the minimum, to ensure the maximum number of households possible can be served with the available program funds, and ensure the approved project funds are fully expended.

b. *Program Eligibility*

- 1) Subrecipient shall determine participants' eligibility for Program participation according to the applicable RRH Program Regulations and Subrecipient's service delivery design. Participants must be a part of a family or individual household, as defined in HUD's homeless definition attached hereto, and align with eligibility criteria and target population outlined in the 2017 Grant Application. Per CoC guidelines, the Subrecipient must establish Written Procedures as outlined below:
 - a) Subrecipient must establish and consistently follow policies and procedures in alignment with Regional Task Force on the Homeless (RTFH) policies guiding the implementation of RRH services.
 - b) At a minimum, written protocols must be in place which address the following:
 - (1) Protocols for determining and prioritizing which eligible households will receive assistance;
 - (2) A methodology for determining the amount or percentage of rent each program participant must pay;
 - (3) The maximum amount or percentage of rental assistance a participant may receive;
 - (4) The maximum number of months a participant may receive rental assistance;
 - (5) The maximum number of times an individual or family may receive rental assistance; and
 - (6) The extent to which a program participant must share in the cost of rent.

- 2) In alignment with Housing First principles, the following criteria may not be used to determine Program eligibility:
 - a) Sobriety and/or commitment to be drug-free;
 - b) Requirements to take medication if the resident has a mental illness;
 - c) Participation in religious services or activities;
 - d) Participation in drug treatment services (including NA/AA);
 - e) Payment or ability to pay;
 - f) Identification.
- c. ***Rental Assistance Payments (RAP)***
 - 1) Subrecipient shall perform annual tenant recertification of income, as well as anytime a participant's income increases or decreases and adjust rent accordingly.
 - 2) Subrecipient shall coordinate with the Commission RRH Program Administrator for initial and annual inspections, provide move-in inspections and maintain units in accordance with Housing Quality Standards (HQS). HQS inspections shall be invoiced at the rate of \$71.51 for the initial inspection and annual inspection, and \$41.92 for any reinspections.
 - 3) Commission will invoice Subrecipient for HQS. Subrecipient will reimburse Commission from the Rental Assistance line item.
- d. ***General Standards***
 - 1) Subrecipient will provide adequate staffing with appropriate on-going training for service delivery and data analysis;
 - 2) Subrecipient shall maintain appropriate policies and procedures for Program operations, including various means for clients to provide feedback to and input into the Program; and
 - 3) Subrecipient shall conduct data entry, analysis and reporting in the RTFH-approved HMIS of all Program activities.
- e. ***Coordinated Entry System (CES)***
 - 1) The Subrecipient will participate in CES as established by RTFH and focus on:
 - a) Homeless clients certified as homeless using the U.S. Department of Housing & Urban Development (HUD) definition and documentation of homelessness in accordance with HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and
 - b) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program residents, when appropriate; and
 - c) Participation in housing navigation, case conferencing, or other integral components of CES.
 - 2) Additional resources and information pertaining to performance, Homeless Management Information System (HMIS), Continuum of Care (CoC) and other topics relevant to CoC programs is available at www.hudexchange.info.

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

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

g. ***Match Commitments***

- 1) Non HUD CoC funds will be used as match for this Project in compliance with CoC and Program requirements. Subrecipient is responsible for providing match of \$49,684 or twenty-five percent (25%) of total Subrecipient award.

5. COMMISSION RESPONSIBILITIES

a. ***Rental Assistance Payments (RAP):*** Commission shall provide Rental Assistance Payments (RAP) on a monthly basis in an amount consistent with: tenant income and eligibility standards; Fair Market Rates (FMR); and Rent Reasonableness standards as defined by HUD and the Commission.

b. ***Housing Quality Standards (HQS):*** Commission shall conduct an initial and annual Housing Quality Standards inspection and initial rent reasonable determinations. Commission will invoice Subrecipient for HQS. Subrecipient will reimburse Commission from the Rental Assistance line item.

c. ***Training***

- 1) The Commission shall provide tenant rent calculation and program eligibility training to Subrecipient, as required to comply with the applicable RRH Program Regulations.
- 2) The Commission shall provide Subrecipient with other training or consultation necessary to carryout service delivery requirements or evaluation.

d. ***HUD Rapid Rehousing Program Requirements, Evaluation, and Reports***

- 1) The Commission shall coordinate Annual HUD Progress Report, program evaluation, or other reports as required.
- 2) The Commission shall submit necessary RRH Program changes to HUD for approval, as and when applicable, and as requested by Subrecipient.
- 3) The Commission shall monitor compliance, quality, and overall performance of the Subrecipient's RRH Program via methods including, but not limited to, risk assessment, monthly desk audit of billing/financial documentation, monthly desk audit of programmatic reports, and on-site reviews. The Commission shall facilitate performance improvement activities.

6. PROGRAM STANDARDS AND PERFORMANCE MONITORING

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

- 1) The Commission will provide Subrecipient with training or consultation necessary to carry out service delivery requirements or evaluation.
- 2) The Commission will monitor compliance and performance related to all aspects of this Agreement. Monitoring will occur through a variety of processes including desk and site review.

- a) Monitoring reports include Program Updates and Annual Monitoring Report (site review and/or desk audit).
- b) Subrecipient will provide a performance improvement plan as requested within 30 calendar days of receiving a report requesting a plan.
- 3) The Commission will provide data collection tools to the Subrecipient.
- 4) Subrecipient must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
- 5) Subrecipient will attend and contribute to any meetings or trainings (sharing Subrecipient's expertise and learning from others), and partnering with the Commission in a collaborative improvement process by identifying and implementing improvements.
- 6) Subrecipient must provide the Commission complete policies and procedures related to this Agreement. Subrecipient must provide substantive updated policies and procedures to the Commission within 60-calendar days of update/revision.

b. ***Housing First¹***

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

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

c. ***Program Records***

1) ***Recordkeeping***

- a) The Subrecipient will maintain all records required by the regulations pertinent to the activities funded under this Agreement. The Subrecipient will make available to the Commission, or their authorized agent(s), all Program-related records, documents, and any other financial data or records for review.
- b) All Subrecipient files pertaining to personal client information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.
- c) The Subrecipient must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

2) ***Homeless Management Information System (HMIS)***

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

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

d. **Mandatory Attendance**

Throughout the year the Commission will host quarterly roundtable meetings where providers can share challenges, ask for the Commission clarification, and share best practices. This also includes, but is not limited to, attending the Fiscal Year Kickoff Workshop.

7. **PROGRAM OUTCOMES**

- a. The Subrecipient agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through monthly and term-end reports in a form and format determined by the Commission. All monthly reporting is due to the Commission within fifteen (15) calendar days of the end of the reporting period. Failure to submit monthly reports within fifteen calendar days of the end of the reporting period may result in an action of noncompliance.
- b. If stated benchmarks are not met, Subrecipient may be required to submit a performance improvement plan in a form and format determined by the Commission.
- c. For the Agreement term, the Subrecipient will ensure the following primary Program outcomes and standards:

PERFORMANCE OUTCOMES & STANDARDS	MEASURE	STANDARD
Efficient Number of Households Served	Minimum Households Housed	12
	Minimum Persons Housed	17
	Participants prioritized from the streets, emergency shelters, or Safe Havens without passing through Transitional Housing	100%
CES Utilization	Prioritize Entry to the Program through CES matching	100%
Households Rapidly Housed	Households Housed within 30 days or less	At least 80% of Total Households Permanently Housed
Access to Community, Mainstream Resources, and Services to Move to Permanent Housing and Stabilize	Housing Affordability at Exit	At least 50% of Households obtain housing at $\leq 50\%$ of Household Income
	Employment Status	At least 67% Employed at Annual Certification and/ or Program Exit
Recidivism	Successful Housing Outcome	At least 90% Successful Housing Placements of total Households served

	Housing Retention	≤ 5% who obtain housing, lose housing and return to shelter within 3 months of exiting the Program
	Housing Stability	At least 77% of Permanent Housing exits remain stably housed for > 6 months
Efficient and Effective Use of Community Resources	Spending	100% spend-down of awarded funds
	Cost per Household Served	Actual cost/household < 110% of budgeted cost/household
	Cost per Successful Outcome (Household Placed)	Actual cost/outcome < 110% of budgeted cost/outcome
System Coordination	VI-SPDAT distribution for clients	Reporting Only
	Total # of Households Referred to SDHC Landlord Engagement Program	
	Justification for Declined Matches in CES submitted monthly	

8. SUBSEQUENT FUNDING

All time limits stated in the Agreement documents are of the essence of the Agreement. The term of the Agreement will be a one (1) year period. Renewal options are contingent upon future funding availability and Program performance. Execution of option years may be determined by Program performance in the preceding year. If the Subrecipient does not achieve stated outcomes, Agreements may not be renewed and those funds may be reprogrammed.

9. REVERSION

Upon the expiration, breach, or termination of this Agreement, the Subrecipient 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 the Commission will determine in its sole discretion. The Commission may procure alternative and/or additional Subrecipients to perform work in compliance with the Commission’s Procurement Policy.

10. MEDIA/COMMUNICATIONS

Subrecipient will coordinate with and seek the prior written consent and permission of the Commission’s Communications and Government Relations Department before distributing any printed or electronic materials specific to the Program or of the Program experience of clients funded through this Agreement, including but not limited to Media Advisories, News Releases, Newsletters, and Reports. The Commission’s permission will not be unreasonably withheld, conditioned or delayed and

should the Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, the Commission's approval will be deemed to have been given.

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

11. CLOSE-OUTS

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

ATTACHMENT NO. 3

**BUDGET
SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
BUDGET EXHIBIT INSTRUCTIONS**

Salaries & Wages	Enter the total dollar amount budgeted for project expenses related to Agency staff salaries & wages costs required for direct delivery of project services.
Fringe Benefits	Enter the total dollar amount budgeted for project expenses related to Agency staff fringe benefit costs required for direct delivery of project services.
Federally Approved Indirect Cost Rate	Enter the total dollar amount budgeted for project expenses related to the Federally Approved Indirect Cost Rate.
Supplies-Admin Use	Enter the total dollar amount budgeted for supply expenses in support of administrative provision of project activities. (Limited to 1st 6 months of contract period.)
Supplies-Client Use	Enter the total dollar amount budgeted for supply expenses in support for direct client use.
Publications/Printing	Enter the total dollar amount budgeted for publications/printing expenses in support of approved project activities.
Rent/Lease	Enter the total dollar amount budgeted for rent/lease expenses in support of approved project activities.
Insurance	Enter the total dollar amount budgeted for insurance expenses in support of approved project activities.
Utilities	Enter the total dollar amount budgeted for utilities expenses in support of approved project activities.
Communications	Enter the total dollar amount budgeted for landline telephone, cell phone and internet expenses in support of approved project activities conducted.
Other Expenses	List separately any other type of eligible expenditures budgeted in support of completing approved project activities. Enter the total budget amount for each line item listed.

DRAFT

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 1 - FY 2019 BUDGET EXHIBIT**

AGENCY _____ PATH _____

PROJECT _____ CoC San Diego RRH _____

FUNDING SOURCE: **CoC**

SALARIES & WAGES	(Schedule 2)	18,869
FRINGE BENEFITS	(Schedule 3)	5,237
TOTAL PERSONNEL		24,106
FEDERALLY APPROVED INDIRECT COST RATE	(Schedule 4)	_____
ADMINISTRATIVE COSTS	(Schedule 5)	3,977
RENTAL ASSISTANCE	(Schedule 5)	170,653
ASSISTANCE W/MOVING COSTS	(Schedule 5)	_____
CASE MANAGEMENT	(Schedule 5)	_____
EDUCATION SERVICES	(Schedule 5)	_____
EMPLOYMENT ASSISTANCE	(Schedule 5)	_____
TRANSPORTATION	(Schedule 5)	_____
UTILITY DEPOSITS	(Schedule 5)	_____
OTHER EXPENSES (SPECIFY):		
_____	(Schedule 5)	_____
_____	(Schedule 5)	_____
_____	(Schedule 5)	_____
TOTAL NON-PERSONNEL		198,736
TOTAL CoC PROJECT BUDGET		198,736

EXHIBIT B

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 2 - PERSONNEL SCHEDULE: GROSS PAY**

The purpose of this form is to list the positions being claimed against the funding request amount. The positions listed below must provide direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total Salary & Wages must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY _____ PATH _____

PROJECT _____ CoC San Diego RRH _____

(1) POSITION TITLE	(2) Premium Pay			(3) ANNUAL GROSS PAY	(4) ANNUAL SALARY & WAGES
	OT	EP	MS		
Case Manager	x			45,000	18,869
TOTAL ANNUAL SALARY & WAGES					18,869

- (1) List each individual position title providing project/client services. NOTE: Project-related job duties for each position listed must be explained in the budget justification section.
- (2) Select the appropriate box for positions that will have premium pay, such as overtime (OT), extra pay (EP) and/or multi-shift (MS). NOTE: The premium pay and project-related usage will need to be explained in the budget justification section.
- (3) List the annual Agency gross pay for each position listed.
- (4) List total ESG annual gross pay. NOTE: This is the amount that will be the annual budget cap for RFR claims.

<u>Pay Schedule (Check One)</u>	
<input type="checkbox"/>	Monthly
<input type="checkbox"/>	Biweekly
<input checked="" type="checkbox"/>	Twice a Month

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 3 - PERSONNEL SCHEDULE: FRINGE BENEFITS**

The purpose of this form is to list the fringe benefits being claimed against funding request amount. The Total Fringe must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY _____ PATH _____

PROJECT _____ CoC San Diego RRH _____

(1)	(2)	(3)	(4)
POSITION TITLE	FRINGE BENEFIT TITLE	ANNUAL AMT OF FRINGE BENEFIT	ANNUAL FRINGE BENEFIT
Case Manager	FICA (7.65%)	1,443	1,490
Case Manager	Worker's Comp	1,694	710
Case Manager	Health Benefits	5,700	2,390
Case Manager	Dental Benefits	780	327
Case Manager	Vision Benefits	240	101
Case Manager	LTD Benefits	480	218
TOTAL ANNUAL FRINGE BENEFITS			5,237

- (1) List each Schedule 2 individual position title for which **employer-portion** of fringe benefits will be claimed.
- (2) List the title of the Fringe Benefit that will be claimed. NOTE: The fringe benefit and project-related usage will need to be explained in the budget justification section.
- (3) List the total annual Agency amount of insurance for each position and each fringe benefit.
- (4) List the total amount of insurance for each position and each fringe benefit. NOTE: This is the amount that will be the annual budget cap for RFR claims.

DRAFT

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 4 - FEDERALLY APPROVED INDIRECT COST (FAIC) RATE**

The purpose of this form is to calculate the FAIC being claimed against funding for the contract period. **Round off totals to whole dollars.**

AGENCY _____ PATH _____

PROJECT _____ CoC San Diego RRH _____

TOTAL DIRECT COST FOR THE CONTRACT PERIOD	X	FAIC RATE	=	FAIC AMOUNT
<input style="width: 150px; height: 20px;" type="text"/>		<input style="width: 100px; height: 20px;" type="text"/>		<input style="width: 150px; height: 20px;" type="text"/>

DRAFT

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY _____ PATH _____

PROJECT _____ CoC San Diego RRH _____

LINE ITEM	CASE MANAGEMENT	AMOUNT
Detailed Explanation:		
Case Manager @ 1 FTE or cost equivalent if rate of pay differs		18,869
but will not exceed the budgeted amount. (.42 FTE funded by this grant).		5,237
Case Manager will assist the homeless by securing income, saving money, providing housing searches, supportive services to help retain permanent housing, and providing landlord mediation as tenant problems arise		
CM will maintain client files and required documentation and enter into database		
Position is non-exempt, therefore OT can be accrued.		
TOTAL \$		24,106
LINE ITEM		AMOUNT
Detailed Explanation:		
TOTAL \$		-
LINE ITEM		AMOUNT
Detailed Explanation:		
TOTAL \$		-

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY _____ PATH _____

PROJECT _____ CoC San Diego RRH _____

LINE ITEM	RENTAL ASSISTANCE	AMOUNT
Detailed Explanation:		
Rental Assistance shall consist of:		170,653
Rental assistance up to 24 (both short & medium term) months.		
TOTAL \$		170,653

LINE ITEM	AMOUNT	
Detailed Explanation:		
TOTAL \$		-

LINE ITEM	AMOUNT	
Detailed Explanation:		
TOTAL \$		-

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY _____ PATH _____
PROJECT _____ CoC San Diego RRH _____

LINE ITEM	ADMINISTRATIVE COSTS	AMOUNT
Detailed Explanation:		
Portion of Accounting Associate 5% of gross wages and annual fringe benefits		1,768
Provides administrative support of program by processing accounts payable invoice		419
TOTAL \$		2,187
LINE ITEM	ADMINISTRATIVE COSTS	AMOUNT
Detailed Explanation:		
Supplies for client chart maintenance, pens, paper, other general office supplies		1,790
\$159.67 per month * 12 months		
TOTAL \$		1,790
LINE ITEM	ADMINISTRATIVE COSTS	AMOUNT
Detailed Explanation:		
TOTAL \$		-

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY _____ PATH _____

PROJECT _____ CoC San Diego RRH _____

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL \$	-
LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL \$	-
LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL \$	-

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY _____ PATH _____

PROJECT _____ CoC San Diego RRH _____

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL \$	-

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL \$	-

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL \$	-

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
FY 2019 YEAR-START CONFIRMATION OF ALL SECURED FUNDING SOURCES AND BUDGETS**

This form details the total budget breakdown of each line item for the FY 2019 Project by all contributing funding sources. (1) Enter the name of all secured funding sources included in the total annual Project budget. (2) Enter the amount for each funding source title entered in row (1). (3) Enter total budget for Salaries & Wages and Fringe Benefits. (4) Enter the budget amount for each applicable PE line item for each funding source entered in row (1). (5) Enter the total Federally Approved Indirect Cost Rate budget amount for each funding source entered in row (1) and enter the budget amount for each applicable funding source entered in row (1). (6) Enter the total project budget for each applicable NPE line item listed. (7) Enter the budget amount for each applicable NPE line item for each funding source entered in row (1). (8) Enter any additional, applicable NPE budget line items and total project budget for each line item. (9) Enter the budget amount for each applicable NPE line item for each funding source entered in row (1). **NOTE: This form must be signed by an Agency position that is a Vice President/Chief Operating Officer or higher.**

AGENCY	PATH	PROJECT	CoC San Diego RRH				
Executive Director		Jennifer Hark-Dietz, LCSW	9/5/2018				
Title	Print Name		Signature			Date	
(1) SECURED FUNDING SOURCE TITLE	CoC RRH					TOTAL BUDGET	
(2) FUNDNG SOURCE AMOUNT	198,736					198,736	
(3) TOTAL PI/CGI BUDGET						-	
TOTAL FUNDING SOURCE AMOUNT	198,736	-	-	-	-	198,736	
(4) TOTAL PERSONNEL BUDGET	(5) BUDGET BY FUNDING SOURCE						
SALARIES & WAGES	18,869					18,869	
FRINGE BENEFITS	5,237					5,237	
SUBTOTAL PERSONNEL	24,106	-	-	-	-	24,106	
(6) SUBTOTAL FAIC RATE						-	
(7) TOTAL NON PERSONNEL BUDGET	(8) BUDGET BY FUNDING SOURCE						
SUPPLIES-ADMIN USE	1,790					1,790	
ADMIN SALARY/FRINGE	2,187					2,187	
PUBLICATIONS/PRINTING						-	
RENT/LEASE						-	
INSURANCE						-	
UTILITIES						-	
COMMUNICATIONS						-	
(9) TOTAL OTHER NPE - List Below	(10) BUDGET BY FUNDING SOURCE						
RENTAL ASSISTANCE	170,653					170,653	
CONSULTANT SERVICES						-	
RENTAL ASSISTANCE						-	
FINANCIAL ASSISTANCE						-	
TRANSPORTATION						-	
TRAINING						-	
						-	
						-	
						-	
SUBTOTAL NONPERSONNEL	174,630	-	-	-	-	174,630	
TOTAL PROJECT BUDGET	198,736	-	-	-	-	198,736	

NOTES ON ENTRIES/CALCULATIONS:

PATH does not have an Federally Approved Indirect Cost rate.

ATTACHMENT NO. 4

FY 2017 Continuum of Care Program Grant Agreement (HUD Grant Agreement)

Continued on next page...

DRAFT

Tax ID No.: 95-3390896
CoC Program Grant Number: CA1208L9D011704
Effective Date: 6/19/2018
DUNS No.: 041481276

San Diego
RRH

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 232112 for project number CA1208L9D011704. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 182328
h. Supportive services	\$ 36000
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 13784

l. Relocation Costs	\$ 0
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. The performance period for the project begins 03-01-2018 and ends 02-28-2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 95-3390896
CoC Program Grant Number: CA1208L9D011704
Effective Date: 6/19/2018
DUNS No.: 041481276

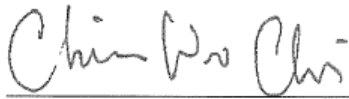
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
CA1208L9D011704			

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

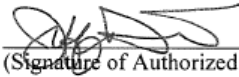
Chin Woo Choi, Program Manager
(Typed Name and Title)

June 19, 2018
(Date)

RECIPIENT

SAN DIEGO HOUSING COMMISSION
(Name of Organization)

By:



(Signature of Authorized Official)

Jeff Davis, Executive Vice President and Chief of Staff
(Typed Name and Title of Authorized Official)

06/21/18
(Date)

ATTACHMENT NO. 5
HUD HOMELESS DEFINITION CONDITION, COMMON MECHANISM FOR
HOUSING FIRST, INDIVIDUALIZED INTAKE AND ASSESSMENT

The final rule of the definition of homelessness was published in the Federal Register on December 5, 2011, and went into effect January 4, 2012. All persons entering into the aforementioned programs beginning with the FY2011 grant agreements must meet the definition of homelessness and any other eligibility criteria relevant to the program and component type.

Living Situation
A homeless individual OR family with an adult head of household (or if there is no adult in the family, a minor head of household) living in a place not meant for human habitation, a safe haven, or in an emergency shelter –OR- residing in an institutional care facility , including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days as long as the individual was living/residing in a place not meant for human habitation, safe haven, or an emergency shelter immediately before entering the facility

Recipients must document the homeless status of all persons entering the program during the operating year. Recipients should follow HUD's established Order of Priority for documentation of homeless status and comply with HUD's established targets for documentation. Recipients must also document the eligibility of all persons served with applicable regulations and the FY2015 NOFA.

To view the final rule and find related training materials, please visit the following site:

<https://www.hudexchange.info/resource/2033/heart-coc-program-interim-rule/>

1. Participation in the Coordinated Entry System (CES)

(a). The HEARTH Act and Federal regulations require communities to utilize a common mechanism for individualized assessment and coordinated access to services when engaging homeless persons. The Common Assessment Tool created to comply with Federal requirements.

(b). At the discretion of the Commission, the Subrecipient is required to utilize the Common Assessment Tool as the targeting mechanism to identify the most appropriate housing intervention for RRH Program participants.

Further, the Subrecipient agrees to operate program utilizing Housing First Model and cannot place preconditions or eligibility requirements—beyond HUD's eligibility requirements—on persons entering housing, nor can it require program participants to participate in supportive service activities or make other rules, such as sobriety, a condition of housing. Subrecipients may offer and encourage program participants to participate in services, but there may be no time limit as to when he/she must do so.

**ATTACHMENT NO. 6
DEFINITIONS**

TERM	DEFINITION
2-1-1 San Diego	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing	<p>Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible.</p> <p>Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>
Chronically Homeless²	<p>A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p>

² <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

	<p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
<p>Community Development Block Grant</p>	<p>The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.</p>
<p>Continuum of Care³</p>	<p>The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.</p>
<p>Coordinated Entry System⁴</p>	<p>The Coordinated Entry System (CES) functions throughout the San Diego region and connects men, women, and children experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless.</p>

³ <https://www.hudexchange.info/programs/coc/>

⁴ <http://www.rtfhsd.org/wp/wp-content/uploads/2016/12/CAHP-Policies-and-Procedures.pdf>;
<https://www.hudexchange.info/resources/documents/Coordinated-Entry-Policy-Brief.pdf>;
<https://www.hudexchange.info/resources/documents/Notice-CPD-17-01-Establishing-Additional-Requirements-or-a-Continuum-of-Care-Centralized-or-Coordinated-Assessment-System.pdf>

	The needs of homeless individuals are determined by information they provide for the Common Assessment tool, which consists of the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) and additional questions tailored to specific needs. Information from this assessment is entered into a common software system, which is utilized by CES to triage homeless San Diegans into the appropriate housing intervention.
Critical Incident Report	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.
Diversion⁵	A strategy used to prevent people who are experiencing a housing crisis <i>and</i> seeking shelter from entering the shelter system by providing individualized supports to help them identify their resources and options for immediate alternative housing arrangements. Referrals to services and financial resources to help people return to permanent housing should be provided when necessary.
Emergency Shelter	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Grant Match	Matching funds are funds set to be paid in equal amount to funds available from other sources.

⁵ <http://endhomelessness.org/wp-content/uploads/2011/08/creating-a-successul-diversion-program.pdf>

Homeless⁶	<p>A person is considered homeless if he or she:</p> <ul style="list-style-type: none"> • Lacks a fixed, regular, and adequate nighttime residence; or • Has a primary nighttime residence that is a public or private place not meant for human habitation; or • Living in a publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, transitional housing, or by federal, state, and local government programs); or • An individual living in a safe haven; or • Is exiting an institution where (s)he has resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
Homeless Assistance Standards	<p>The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care’s geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego.⁷</p>
Homeless Emergency Assistance and Rapid Transition to Housing Act⁸	<p>The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial changes, including a consolidation of the U.S. Department of Housing and Urban Development’s (HUD) competitive grant programs.</p>
Homeless Management Information System⁹	<p>The information system designated by the Regional Task Force on the Homeless to comply with the federal HUD data standards for managing information of persons experiencing homelessness.</p>
Housing First	<p>Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.</p>
Integrated Homeless Outreach Team	<p>The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.</p>

⁶ https://www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf

⁷ http://www.rtfhsd.org/wp-content/uploads/2017/07/Governance_Docs_Community-Standards_Final_May-2017.pdf

⁸ <https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

⁹ <https://www.hudexchange.info/programs/hmis/>; <http://www.rtfhsd.org/hmis/>

Interim Housing	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night. In addition, Interim Housing programs fully participate in CES and complete the VI-SPDAT (definition below) for those entering and the respective scores drive the individual or families housing plan while in the program.
Memorandum of Understanding	A memorandum of understanding (MOU or MoU) is a formal agreement between two or more parties. Companies and organizations can use MOUs to establish official partnerships.
McKinney-Vento Act¹⁰	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.
Permanent Housing¹¹	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team¹²	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego.

¹⁰ <https://www2.ed.gov/policy/elsec/leg/esea02/pg116.html>

¹¹ <https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/>

¹² <http://www.comresearch.org/pert.php>

San Diego Housing Commission and SDHC	When used in this document, these terms are synonymous.
U.S. Department of Housing and Urban Development	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all.
U.S. Interagency Council on Homelessness	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
Vulnerability Index – Service Prioritization and Decision Assistance Tool	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool that can be conducted to quickly determine whether a client has high, moderate, or low acuity. The use of this survey can help prioritize which clients should be given a full SPDAT assessment first and an initial recommendation for the most appropriate housing intervention.

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ATTACHMENT NO. 7

CERTIFICATE OF COMPLIANCE

**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM
FOR SUBRECIPIENTS DOING BUSINESS WITH**

THE SAN DIEGO HOUSING COMMISSION

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

CERTIFICATE OF COMPLIANCE

PEOPLE ASSISTING THE HOMELESS

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

Further, I am submitting a current Report of San Diego County Workforce; and if requested, an acceptable Equal Employment Opportunity Plan which addresses the affirmative actions that will be taken by this firm to eliminate any under-representation within identified categories. The elements of this Plan would include effective outreach and other employment practices to maximize opportunities for all qualified individuals.

Name of Authorized Official

Signature of Authorized Official

Date

ATTACHMENT NO. 8
DESIGNATION of SUBCONTRACTOR/SUBCONSULTANT

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DESIGNATION OF SUBCONTRACTOR/SUBCONSULTANT

SDHC Solicitation/Contract Number: _____ Description: _____

Prime Contractor/Consultant: _____ Contact Name: _____

Address: _____ Phone: _____ Email: _____

Taxpayer ID Number: _____

Total Bid/Proposal Amount: _____ Total Awarded to Section 3, ELBE, SLBE, SB, DBE, MBE, WBE and DVBE: _____

Please provide information for each subcontractor/subconsultant who will perform work, labor or render service to the prime contractor bidding on the project. Indicate whether subcontractor/subconsultant is a certified Section 3 Business Concern, ELBE, SLBE, SB, DBE, MBE, WBE, or DVBE. Upon contract award, please submit proof of each listed certification. **Each intended subcontractor/subconsultant must be listed for construction and non-construction contracts. If no subcontractors/subconsultants are to provide services related to this contract, enter "None".**

Prior to the issuance of job orders, task orders, work orders, purchase orders and/or contract renewals, the prime contractor/consultant may be required to submit an additional Designation of Subcontractor/Subconsultant form for all subcontractors/subconsultants to be utilized on the contract.

(Form must be completed in full – Use additional form is necessary)

Service/Trade Category:	Name, Address, Phone Number and Taxpayer ID Number of Subcontractor/ Subconsultant:	Professional License #, Classification & Expiration, if applicable:	Dollar Value:	% Of Total Prime Contract Award:	List Diverse Certification(s): Section 3, ELBE, SLBE, SB, DBE, MBE, WBE or DVBE
	Name: Address: Phone: Taxpayer ID #:				
	Name: Address: Phone: Taxpayer ID #:				
	Name: Address: Phone: Taxpayer ID #:				

Submitted by: _____ Date: _____
(Firm)

(Signature)

(Printed Name and Title)

**SECOND AMENDMENT TO
SAN DIEGO HOUSING COMMISSION AGREEMENT
FOR SAN DIEGO RAPID RE-HOUSING PROGRAM
WITH
PEOPLE ASSISTING THE HOMELESS (PATH)
AGREEMENT NO. HHI-17-03b.1**

WHEREAS, the San Diego Housing Commission (“Commission”) and People Assisting the Homeless (“Contractor”) entered into that certain Agreement for San Diego rapid re-housing (“Agreement”), dated June 30, 2017.

WHEREAS, the Commission and Subrecipient wish to amend and replace the previous Specifications/Scope of Work in its entirety as contemplated by the amended Specifications/Scope of Work attached hereto as Exhibit A.

WHEREAS, the Commission and Subrecipient wish to amend and replace the previous FY 2018 Project Budget in its entirety as contemplated by the amended FY 2019 Project Budget attached hereto as Exhibit B.

WHEREAS, the Commission elects to exercise the first of four one-year options contained in Section 103 of the Agreement in order to provide a continuation of services.

WHEREAS, the Commission and Subrecipient wish to amend and replace the previous Compensation during First Option Period in its entirety to add FIFTY THOUSAND and NO/100 dollars (\$50,000) funding relinquished from ISN’s agreement HHI-17-03a.

WHEREAS, the Commission and Subrecipient wish to amend and replace the previous Specifications/Scope of Work in its entirety as contemplated by the amended Specifications/Scope of Work attached hereto as Exhibit A.

WHEREAS, the Commission and Subrecipient wish to amend and replace the previous FY 2019 Project Budget in its entirety as contemplated by the amended FY 2019 Project Budget attached hereto as Exhibit B.

NOW THEREFORE, the parties hereby agree as follows:

1. Compensation during First Option Period. The total compensation for all services performed and/or materials and goods supplied pursuant to the Agreement during the First Option period shall not exceed TWO HUNDRED THIRTY-NINE THOUSAND and NO/100 dollars (\$239,000). All services performed and/or materials and goods supplied pursuant to the Agreement shall be on the same terms and conditions as set forth in the Agreement.
2. Attachment No. 1 “Specifications/Scope of Work.” Attachment No. 1 “Specifications/Scope of Work” to the Agreement is hereby amended and restated in its entirety, and is attached as Exhibit A to this First Amendment and Exercise of First Option.

3. Attachment No. 2 “Compensation Schedule.” Attachment No. 2 “Compensation Schedule” to the Agreement is hereby amended and restated in its entirety, and is attached as Exhibit B to this First Amendment and Exercise of First Option.

4. No Novation. The parties hereto acknowledge and agree that except for the changes set forth herein to exercise the second option under the Agreement, all of the terms and provisions of the Agreement are hereby acknowledged by the parties to be valid and are hereby recognized, renewed, extended and continued in full force and effect.

5. Counterparts. This First Amendment and Exercise of First Option may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have caused this FIRST AMENDMENT and FIRST OPTION to be executed this _____ day of _____, 2018.

Signatures on next page...

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Contractor:

People Assisting the Homeless

By: _____

Date: _____

Name: _____

Title: _____

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Date: _____

Jeff Davis
Executive Vice President & Chief of Staff

By: _____

Date: _____

Debra Fischle-Faulk
Vice President of Procurement & Compliance

Approved as to Form:

Christensen & Spath LLP

By: _____

Date: _____

Charles Christensen
General Counsel for San Diego Housing Commission

EXHIBIT A

CONTRACT ATTACHMENT NO. 1

SPECIFICATIONS/ SCOPE OF WORK

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

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

1. **PROGRAM OVERVIEW & OBJECTIVE**

As part of the City of San Diego's comprehensive approach to ending homelessness, People Assisting the Homeless (the "Subrecipient") will operate the Emergency Solutions Grant (ESG) Rapid Rehousing Program (RRH), (the "Program") to provide permanent housing, short and medium- term rental assistance and supportive services to households experiencing homelessness. Utilizing the Housing First model, the Program's objective is to facilitate permanent housing stabilization, maintain or increase earned income and income from any source leading to self-sufficiency, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

The Subrecipient will assess, screen, and assist participants from homelessness to housing. Both Harm Reduction and Housing First models, which do not require sobriety but do address heavy drinking and/or drug use and its consequences, will also be utilized. The programmatic design will effectively serve the target population in a solutions-focused environment utilizing Trauma-Informed Care, Progressive Engagement, and Motivational Interviewing when working with PATH Program participants. Additionally, the Subrecipient will participate in the Coordinated Entry System (CES), as described below, which will ensure PATH Program participants move into appropriate housing of their choice as quickly as possible.

2. **ADMINISTRATIVE OFFICE LOCATION**

People Assisting the Homeless of San Diego (Subrecipient) shall operate the San Diego ESG RRH Program ("Program") and maintain an administrative office at 1250 Sixth Avenue, San Diego, CA 92101. The days and hours of operation are Monday through Friday 9:00 AM to 6:00 PM.

PROGRAM DESCRIPTION The Subrecipient shall operate a Rapid Rehousing (RRH) Program using the Housing First model in the City of San Diego ("City"), contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring. The Subrecipient shall provide tenant-based rental assistance and supportive services under this Agreement for a term of one (1) year in accordance with this Agreement, the ESG RRH Grant Agreement, and the applicable

RRH Program Regulations under 24 CFR 576. All services must be easily accessible and evaluated for effectiveness on a regular basis.

The Subrecipient shall ensure all rental units being subsidized under this Agreement meet all applicable environmental review requirements, as conducted by the Commission and/or, as outlined in the Emergency Solutions Grant RRH guidelines.

The Subrecipient shall adhere to all ESG and Regional Task Force on the Homeless (RTFH) performance standards and requirements, including recommendations from the RTFH regional planning process for creation of a Homeless Crisis Response System.

The Program will utilize trauma-informed care and motivational interviewing. A harm reduction model, which does not require sobriety and addresses heavy drinking and/or drug use and its consequences, will also be utilized. The system design will effectively serve the target population in a welcoming and solutions-focused environment.

The Program will participate in the Coordinated Entry System (CES). Intakes into the Program will be made based on the agreed upon priorities of CES, including an assessment of the client's vulnerability as screened by the common assessment tool and stated community preferences. This service delivery model helps the Program to:

- Serve the community's most vulnerable individuals from each of the intervention categories;
- Move clients into the most appropriate housing of their choice; and
- Meet clients' needs as quickly as possible.

3. PROGRAM SERVICES (SUBRECIPIENT'S RESPONSIBILITIES)

a. Persons Served

- 1) Each Program participant shall be:
 - a) Certified as homeless using the U.S. Department of Housing & Urban Development (HUD) definition and documentation of homelessness in accordance with HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and
 - b) Screened using the common assessment tool adopted by RTFH.
- 2) During the term of this Agreement, unless terminated earlier, Subrecipient shall provide housing and supportive services to up to forty-six (46) households under the RRH Program.
- 3) Subrecipient shall endeavor to increase the number of households beyond forty-six (46), where possible and necessary, to expend the approved project funds.

b. Program Eligibility

- 1) Subrecipient shall determine participants' eligibility for Program participation according to the applicable RRH Program Regulations and Subrecipient's service delivery design. Participants must be a part of a family or individual household, as defined in HUD's homeless definition attached hereto, and align with eligibility criteria and target population outlined in

the 2018 Grant Application. Per ESG guidelines, the Subrecipient must establish Written Procedures as outlined below:

- a) Subrecipient must establish and consistently follow policies and procedures in alignment with Regional Task Force on the Homeless (RTFH) policies guiding the implementation of RRH services.
- b) At a minimum, written protocols must be in place which address the following:
 - (1) Protocols for determining and prioritizing which eligible households will receive assistance;
 - (2) A methodology for determining the amount or percentage of rent each program participant must pay;
 - (3) The maximum amount or percentage of rental assistance a participant may receive;
 - (4) The maximum number of months a participant may receive rental assistance;
 - (5) The maximum number of times an individual or family may receive rental assistance; and
 - (6) The extent to which a program participant must share in the cost of rent.
- 2) In alignment with Housing First principles, the following criteria may not be used to determine Program eligibility:
 - a) Sobriety and/or commitment to be drug-free;
 - b) Requirements to take medication if the resident has a mental illness;
 - c) Participation in religious services or activities;
 - d) Participation in drug treatment services (including NA/AA);
 - e) Payment or ability to pay;
 - f) Identification.

Rental Assistance

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- Short-term rental assistance (0-3 months)
- Medium-term rental assistance (4-24 months)
- Rental arrears (one-time payment of up to 6 months of rent in arrears, including any late fees on those arrears)

Any combination of the above types may be provided, so long as the total amount of assistance does not exceed 24 months

Key Requirements

- Up to 24 months of rental assistance may be provided during any 3-year period, including a one-time payment of rental arrears.
- Subject to HUD’s requirements, the Subrecipient with Commission approval may establish caps and conditions on the amount of assistance program participants may receive.
- Fair Market Rent (FMR) limits, rent reasonableness standards, housing habitability standards, and lead-based paint regulations apply.
- Rental assistance agreement (between Subrecipient and property owner) and written lease agreement (between PATH Program participant and property owner) are required. When assistance is for arrears only, an oral lease may serve as documentation.
- Rental assistance cannot be provided to a PATH Program participant that is receiving Tenant-Based Rental Assistance or living in a unit receiving Project-Based Rental Assistance or operating assistance through other public sources (exception applies to rental arrears on tenant’s portion of rental payment).

Tenant-Based Rental Assistance

- A PATH Program participant who received tenant-based rental assistance may select a housing unit in which to live and may move into another unit or building and continue to receive rental assistance, as long as the PATH Program participant continues to meet PATH Program requirements.
- The rental assistance agreement with the property owner must terminate and no further rental assistance payments under that agreement may be made if:
 - The PATH Program participant moves out of the housing unit for which the PATH Program participant has a lease;
 - The lease terminates and is not renewed; or
 - The PATH Program participant becomes ineligible to receive ESG rental assistance.

Housing Relocation and Stabilization Services

Financial Assistance	<ul style="list-style-type: none"> • Rental Application Fees (when charged by owner to all applicants). • Security Deposits (no more than 2 month’s rent). • Last Month’s Rent (if required to obtain housing for an PATH Program participant; may be paid to the owner of that housing at that time the owner is paid the security deposit and the first month’s rent; assistance must not exceed one month’s rent and must be included in calculating the PATH Program participant’s total rental assistance, which cannot exceed 24-months during any 3-year period). • Utility Deposits (when required by utility company for all customers). • Utility Payments (up to 24-months of payments per service, including up to 6-months of arrears per service; a partial payment of a utility bill counts as 1-month; assistance may only be provided if the PATH Program participant or a member of the same household has an account
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	<p>in his or her name with a utility company or proof of responsibility to make utility payments; eligible utility services are gas, electric, water, and sewage).</p> <ul style="list-style-type: none"> • Moving Costs (e.g. truck rental, moving company, up to 3-months of temporary storage fees provided that the fees are accrued after the date the PATH Program participant begins receiving PATH Program services and before the PATH Program participant moves into permanent housing).
<p>Services</p>	<ul style="list-style-type: none"> • Housing Search and Placement <ul style="list-style-type: none"> ○ Assessment of housing barriers, needs, and preferences. ○ Development of an action plan for locating housing. ○ Housing search. ○ Outreach to and negotiation with owners. ○ Assistance with submitting rental applications and understanding leases. ○ Assessment of housing for compliance with ESG requirements for habitability, lead-based paint, and rent reasonableness. ○ Assistance with obtaining utilities and making moving arrangements. ○ Tenant counseling. • Housing Stability Case Management <ul style="list-style-type: none"> ○ Assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for an PATH Program participant who resides in permanent housing or to assist an PATH Program participant in overcoming immediate barriers to obtaining housing. ○ Assistance cannot exceed 30-days during the period the PATH Program participant is seeking permanent housing and cannot exceed 24-months during the period the PATH Program participant is living in permanent housing. ○ Component services and activities consist of: <ul style="list-style-type: none"> ▪ Conducting the initial evaluation required, including verifying and documenting eligibility, for individuals and families applying for PATH Program assistance. ▪ Counseling. ▪ Development, securing, and coordinating services and obtaining Federal, State, and local benefits. ▪ Monitoring and evaluating PATH Program participant progress. ▪ Providing information and referrals to other providers. ▪ Developing an individualized housing and service plan, including planning a path to permanent housing stability. ▪ Conducting, at minimum, annual re-evaluations required for the PATH Program. • Credit Repair (e.g. budgeting/money management) <ul style="list-style-type: none"> ○ Credit counseling and other services necessary to assist PATH Program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. ○ This assistance does not include payment or modification of a debt.

2. NOTE:

For Utility Payments provided, homeless individuals may have utility arrears that date to prior years but need payment before the utility company will turn on the service. This PATH Program will provide

assistance in making this payment for the participants, if qualified per ESG regulations. However, the utility companies may not have old records, but will provide documentation of the amount of payment required in the form of a letter to Subrecipient. In addition, homeless individuals served in the prior fiscal year with ESG funds may also be assisted through this PATH Program, if qualified per ESG regulations.

3. The activities set forth in the Budget Justification under Attachment No. 3 are incorporated herein by reference.

a. **General Standards**

- 1) Subrecipient will provide adequate staffing with appropriate on-going training for service delivery and data analysis;
- 2) Subrecipient shall maintain appropriate policies and procedures for Program operations, including various means for clients to provide feedback to and input into the Program; and
- 3) Subrecipient shall conduct data entry, analysis and reporting in the RTFH-approved HMIS of all Program activities.

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

- 1) The Subrecipient will participate in CES as established by RTFH and focus on:
 - a) Homeless clients certified as homeless using the U.S. Department of Housing & Urban Development (HUD) definition and documentation of homelessness in accordance with HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and
 - b) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program residents, when appropriate; and
 - c) Participation in housing navigation, case conferencing, or other integral components of CES.
- 2) Additional resources and information pertaining to performance, Homeless Management Information System (HMIS), Continuum of Care (CoC) and other topics relevant to CoC programs is available at www.hudexchange.info.

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

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

4. **COMMISSION RESPONSIBILITIES**

- a. **Rental Assistance Payments (RAP):** Commission shall provide Rental Assistance Payments (RAP) on a monthly basis in an amount consistent with: tenant income and eligibility standards; Fair Market Rates (FMR); and Rent Reasonableness standards as defined by HUD and the Commission.

b. ***Training***

- 1) The Commission shall provide tenant rent calculation and program eligibility training to Subrecipient, as required to comply with the applicable RRH Program Regulations.
- 2) The Commission shall provide Subrecipient with other training or consultation necessary to carryout service delivery requirements or evaluation.

c. ***HUD Rapid Rehousing Program Requirements, Evaluation, and Reports***

- 1) The Commission shall coordinate Annual Progress Report, program evaluation, or other reports as required.
- 2) The Commission shall submit necessary RRH Program changes to HUD for approval, as and when applicable, and as requested by Subrecipient.
- 3) The Commission shall monitor compliance, quality, and overall performance of the Subrecipient's RRH Program via methods including, but not limited to, risk assessment, monthly desk audit of billing/financial documentation, monthly desk audit of programmatic reports, and on-site reviews. The Commission shall facilitate performance improvement activities.

5. PROGRAM STANDARDS AND PERFORMANCE MONITORING

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

- 1) The Commission will provide Subrecipient with training or consultation necessary to carry out service delivery requirements or evaluation.
- 2) The Commission will monitor compliance and performance related to all aspects of this Agreement. Monitoring will occur through a variety of processes including desk and site review.
 - a) Monitoring reports include Program Updates and Annual Monitoring Report (site review and/or desk audit).
 - b) Subrecipient will provide a performance improvement plan as requested within 30 calendar days of receiving a report requesting a plan.
- 3) The Commission will provide data collection tools to the Subrecipient.
 - a) Subrecipient must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
- 4) Subrecipient will attend and contribute to any meetings or trainings (sharing Subrecipient's expertise and learning from others), and partnering with the Commission in a collaborative improvement process by identifying and implementing improvements.
- 5) Subrecipient must provide the Commission complete policies and procedures related to this Agreement. Subrecipient must provide substantive updated policies and procedures to the Commission within 60-calendar days of update/revision.

b. ***Housing First***¹

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

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

c. ***Program Records***

1) ***Recordkeeping***

- a) The Subrecipient will maintain all records required by the regulations pertinent to the activities funded under this Agreement. The Subrecipient will make available to the Commission, or their authorized agent(s), all Program-related records, documents, and any other financial data or records for review.
- b) All Subrecipient files pertaining to personal client information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.
- c) The Subrecipient must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

2) ***Homeless Management Information System (HMIS)***

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

d. ***Mandatory Attendance***

Throughout the year the Commission will host quarterly roundtable meetings where providers can share challenges, ask for the Commission clarification, and share best practices. This also includes, but is not limited to, attending the Fiscal Year Kickoff Workshop.

6. PROGRAM OUTCOMES

- a. The Subrecipient agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through monthly and term-end reports in a form and format determined by the Commission. All monthly reporting is due to the Commission within fifteen (15) calendar days of the end of the reporting period. Failure to submit monthly reports within fifteen calendar days of the end of the reporting period may result in an action of noncompliance.

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

- b. If stated benchmarks are not met, Subrecipient may be required to submit a performance improvement plan in a form and format determined by the Commission.
- c. For the Agreement term, the Subrecipient will ensure the following primary Program outcomes and standards:

PERFORMANCE OUTCOMES & STANDARDS	MEASURE	STANDARD
Efficient Number of Households Served	Minimum Households Housed	46
	Minimum Persons Housed	46
	Participants prioritized from the streets, emergency shelters, or Safe Havens without passing through Transitional Housing	100%
CES Utilization	Prioritize Entry to the Program through CES matching	100%
Households Rapidly Housed	Households Housed within 30 days or less	At least 80% of Total Households Permanently Housed
Access to Community, Mainstream Resources, and Services to Move to Permanent Housing and Stabilize	Housing Affordability at Exit	At least 50% of Households obtain housing at $\leq 50\%$ of Household Income
	Employment Status	At least 67% Employed at Annual Certification and/ or Program Exit
Recidivism	Successful Housing Outcome	At least 90% Successful Housing Placements of total Households served
	Housing Retention	$\leq 5\%$ who obtain housing, lose housing and return to shelter within 3 months of exiting the Program
	Housing Stability	At least 77% of Permanent Housing exits remain stably housed for > 6 months
Efficient and Effective Use of Community Resources	Spending	100% spend-down of awarded funds
	Cost per Household Served	Actual cost/household $< 110\%$ of budgeted cost/household
	Cost per Successful Outcome (Household Placed)	Actual cost/outcome $< 110\%$ of budgeted cost/outcome

System Coordination	VI-SPDAT distribution for clients	Reporting Only
	Total # of Households Referred to SDHC Landlord Engagement Program	
	Justification for Declined Matches in CES submitted monthly	

7. SUBSEQUENT FUNDING

All time limits stated in the Agreement documents are of the essence of the Agreement. The term of the Agreement shall be a one (1) year period with the option to renew for three (3) additional one-year periods. The renewal options are contingent upon future funding availability and program performance. Execution of option years may be determined by PATH Program performance in the preceding year. If Subrecipient does not achieve the stated outcomes, Agreements may not be renewed and those funds may be reprogrammed.

8. MEDIA/ COMMUNICATIONS

The Commission shall have the control and authority over the print and electronic preparation, dissemination and publishing of any and all public relations, advertising, promotional material, and responses to publicity/media inquiries regarding the joint activities and/or profiles of PATH Program participants covered under this Agreement.

Subrecipient shall coordinate with and seek the prior written consent and permission of the Commission’s Communications and Legislative Affairs Department before distributing any printed or electronic materials regarding the subject matter covered in this paragraph and this Agreement.

Subrecipient further agrees that Subrecipient shall direct any and all publicity and media inquiries by third parties to the Commission’s Communications and Legislative Affairs Department for processing and handling.

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

Chronically Homeless²	<p>A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
Community Development Block Grant	<p>The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.</p>
Continuum of Care³	<p>The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.</p>
Coordinated Entry System⁴	<p>The Coordinated Entry System (CES) functions throughout the San Diego region and connects men, women, and children experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless.</p>

² <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

³ <https://www.hudexchange.info/programs/coc/>

⁴ <http://www.rtfhsd.org/wp/wp-content/uploads/2016/12/CAHP-Policies-and-Procedures.pdf>;
<https://www.hudexchange.info/resources/documents/Coordinated-Entry-Policy-Brief.pdf>;

	<p>The needs of homeless individuals are determined by information they provide for the Common Assessment tool, which consists of the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) and additional questions tailored to specific needs. Information from this assessment is entered into a common software system, which is utilized by CES to triage homeless San Diegans into the appropriate housing intervention.</p>
Critical Incident Report	<p>A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.</p>
Diversion⁵	<p>A strategy used to prevent people who are experiencing a housing crisis <i>and</i> seeking shelter from entering the shelter system by providing individualized supports to help them identify their resources and options for immediate alternative housing arrangements. Referrals to services and financial resources to help people return to permanent housing should be provided when necessary.</p>
Emergency Shelter	<p>Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.</p>
Grant Match	<p>Matching funds are funds set to be paid in equal amount to funds available from other sources.</p>

<https://www.hudexchange.info/resources/documents/Notice-CPD-17-01-Establishing-Additional-Requirements-or-a-Continuum-of-Care-Centralized-or-Coordinated-Assessment-System.pdf>

⁵ <http://endhomelessness.org/wp-content/uploads/2011/08/creating-a-successul-diversion-program.pdf>

Homeless⁶	<p>A person is considered homeless if he or she:</p> <ul style="list-style-type: none"> • Lacks a fixed, regular, and adequate nighttime residence; or • Has a primary nighttime residence that is a public or private place not meant for human habitation; or • Living in a publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, transitional housing, or by federal, state, and local government programs); or • An individual living in a safe haven; or • Is exiting an institution where (s)he has resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
Homeless Assistance Standards	<p>The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care’s geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego.⁷</p>
Homeless Emergency Assistance and Rapid Transition to Housing Act⁸	<p>The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial changes, including a consolidation of the U.S. Department of Housing and Urban Development’s (HUD) competitive grant programs.</p>
Homeless Management Information System⁹	<p>The information system designated by the Regional Task Force on the Homeless to comply with the federal HUD data standards for managing information of persons experiencing homelessness.</p>
Housing First	<p>Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.</p>
Integrated Homeless Outreach Team	<p>The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.</p>

⁶ https://www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf

⁷ http://www.rtfhsd.org/wp-content/uploads/2017/07/Governance_Docs_Community-Standards_Final_May-2017.pdf

⁸ <https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

⁹ <https://www.hudexchange.info/programs/hmis/>; <http://www.rtfhsd.org/hmis/>

Interim Housing	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night. In addition, Interim Housing programs fully participate in CES and complete the VI-SPDAT (definition below) for those entering and the respective scores drive the individual or families housing plan while in the program.
Memorandum of Understanding	A memorandum of understanding (MOU or MoU) is a formal agreement between two or more parties. Companies and organizations can use MOUs to establish official partnerships.
McKinney-Vento Act¹⁰	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.
Permanent Housing¹¹	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team¹²	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego.

¹⁰ <https://www2.ed.gov/policy/elsec/leg/esea02/pg116.html>

¹¹ <https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/>

¹² <http://www.comresearch.org/pert.php>

San Diego Housing Commission and SDHC	When used in this document, these terms are synonymous.
U.S. Department of Housing and Urban Development	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all.
U.S. Interagency Council on Homelessness	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
Vulnerability Index – Service Prioritization and Decision Assistance Tool	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool that can be conducted to quickly determine whether a client has high, moderate, or low acuity. The use of this survey can help prioritize which clients should be given a full SPDAT assessment first and an initial recommendation for the most appropriate housing intervention.

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**EXHIBIT B
CONTRACT ATTACHMENT NO. 2
COMPENSATION SCHEDULE**

FY 2019 Project Budget

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
PS/CED BUDGET EXHIBIT INSTRUCTIONS**

Salaries & Wages	Enter the total dollar amount budgeted for project expenses related to Agency staff salaries & wages costs required for direct delivery of project services.
Fringe Benefits	Enter the total dollar amount budgeted for project expenses related to Agency staff fringe benefit costs required for direct delivery of project services.
Federally Approved Indirect Cost Rate	Enter the total dollar amount budgeted for project expenses related to the Federally Approved Indirect Cost Rate.
Supplies- Admin Use	Enter the total dollar amount budgeted for supply expenses in support of administrative provision of project activities. (Limited to 1st 6 months of contract period.)
Supplies-Client Use	Enter the total dollar amount budgeted for supply expenses in support for direct client use.
Publications/Printing	Enter the total dollar amount budgeted for publications/printing expenses in support of approved project activities.
Rent/Lease	Enter the total dollar amount budgeted for rent/lease expenses in support of approved project activities.
Insurance	Enter the total dollar amount budgeted for insurance expenses in support of approved project activities.
Utilities	Enter the total dollar amount budgeted for utilities expenses in support of approved project activities.
Communications	Enter the total dollar amount budgeted for landline telephone, cell phone and internet expenses in support of approved project activities conducted.
Other Expenses	List separately any other type of eligible expenditures budgeted in support of completing approved project activities. Enter the total budget amount for each line item listed.

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**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 1 - FY 2019 BUDGET EXHIBIT**

AGENCY PATH (People Assisting The Homeless)

PROJECT Rapid ReHousing Program

SALARIES & WAGES	(Schedule 2)	48,250
FRINGE BENEFITS	(Schedule 3)	16,983
TOTAL PERSONNEL		65,232
FEDERALLY APPROVED INDIRECT COST RATE	(Schedule 4)	
SUPPLIES-ADMIN USE	(Schedule 5)	200
SUPPLIES-CLIENT USE	(Schedule 5)	
PUBLICATIONS/PRINTING	(Schedule 5)	
RENT/LEASE (PROJECT OPERATIONS)	(Schedule 5)	
INSURANCE	(Schedule 5)	
UTILITIES	(Schedule 5)	
COMMUNICATIONS	(Schedule 5)	
OTHER EXPENSES (SPECIFY):		
<u>TRANSPORTATION</u>	(Schedule 5)	1,111
<u>RENTAL ASSISTANCE</u>	(Schedule 5)	110,712
<u>FINANCIAL ASSISTANCE</u>	(Schedule 5)	60,545
<u>EQUIPMENT</u>	(Schedule 5)	1,200
TOTAL NON-PERSONNEL		173,768
TOTAL PROJECT BUDGET		239,000

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 2 - PERSONNEL SCHEDULE: GROSS PAY**

The purpose of this form is to list the positions being claimed against the funding request amount. The positions listed below must provide direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total Salary & Wages must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY PATH (People Assisting The Homeless)

PROJECT Rapid ReHousing Program

(1) POSITION TITLE	(2) Premium Pay			(3) ANNUAL GROSS PAY	(4) ANNUAL SALARY & WAGES
	OT	EP	MS		
	Associate Director				
Case Manager / Navigator	X			45,000	45,000
NOTE: PREMIUM PAY - hourly personnel are non-exempt and therefore eligible for overtime payment					
TOTAL ANNUAL SALARY & WAGES					48,250

- (1) List each individual position title providing project/client services. NOTE: Project-related job duties for each position listed must be explained in the budget justification section.
- (2) Select the appropriate box for positions that will have premium pay, such as overtime (OT), extra pay (EP) and/or multi-shift (MS). NOTE: The premium pay and project-related usage will need to be explained in the budget justification section.
- (3) List the annual Agency gross pay for each position listed.
- (4) List total annual gross pay. NOTE: This is the amount that will be the annual budget cap for RFR claims.

<u>Pay Schedule (Check One)</u>	
<input type="checkbox"/>	Monthly
<input type="checkbox"/>	Biweekly
<input checked="" type="checkbox"/>	Twice a Month

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 3 - PERSONNEL SCHEDULE: FRINGE BENEFITS**

The purpose of this form is to list the fringe benefits being claimed against funding request amount. The Total Fringe must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY _____ PATH (People Assisting The Homeless) _____

PROJECT _____ Rapid ReHousing Program _____

(1)	(2)	(3)	(4)
POSITION TITLE	FRINGE BENEFIT TITLE	ANNUAL AMT OF FRINGE BENEFIT	ANNUAL FRINGE BENEFIT
Associate Director	FICA (7.65%)	4,972	994
	Worker's Comp	1,625	325
	Health Benefits	5,700	1,140
	Dental Benefits	624	125
	Vision Benefits	108	22
	LTD Benefits	384	77
Case Manager / Navigator	FICA (7.65%)	3,443	3,443
	Worker's Comp	4,041	4,041
	Health Benefits	5,700	5,700
	Dental Benefits	624	624
	Vision Benefits	108	108
	LTD Benefits	384	384
TOTAL ANNUAL FRINGE BENEFITS			16,983

- (1) List each Schedule 2 individual position title for which **employer-portion** of fringe benefits will be claimed.
- (2) List the title of the Fringe Benefit that will be claimed. NOTE: The fringe benefit and project-related usage will need to be explained in the budget justification section.
- (3) List the total annual Agency amount of insurance for each position and each fringe benefit.
- (4) List the total amount of insurance for each position and each fringe benefit. NOTE: This is the amount that will be the annual budget cap for RFR claims.

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 4 - FEDERALLY APPROVED INDIRECT COST (FAIC) RATE**

The purpose of this form is to calculate the FAIC being claimed against funding for the contract period. **Round off totals to whole dollars.**

AGENCY _____ PATH (People Assisting The Homeless) _____

PROJECT _____ Rapid ReHousing Program _____

TOTAL DIRECT COST FOR THE CONTRACT PERIOD	X	FAIC RATE	=	FAIC AMOUNT
<input style="width: 150px; height: 20px;" type="text"/>		<input style="width: 150px; height: 20px;" type="text"/>		<input style="width: 150px; height: 20px;" type="text" value="-"/>

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**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
 SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY PATH (People Assisting The Homeless)

PROJECT Rapid ReHousing Program

LINE ITEM	AMOUNT
<u>Rental Assistance</u>	
Detailed Explanation:	
Rental Assistance shall consist of:	110,712
Rental assistance up to 24 (both short & medium term) months	
TOTAL \$	110,712
<u>Financial Assistance</u>	
Detailed Explanation:	
Financial Assistance shall consist of:	60,545
rental application fees, security deposit (no more than 2 month's rent),	
utility deposits (when required by utility company for all customers), utility payment	
up to 24 months and up to 6 months of utility arrears	
TOTAL \$	60,545
<u> </u>	
Detailed Explanation:	
TOTAL \$	-

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY PATH (People Assisting The Homeless)

PROJECT Rapid ReHousing Program

LINE ITEM	Associate Director, 0.20 FTE	AMOUNT
Detailed Explanation:		
Portion of Associate Director @ 0.05 FTE or cost equivalent if rate of pay differs but will not exceed the budgeted amount.		3,250
		2,683
Associate Director will assist the homeless by securing income, saving money, providing housing searches, supportive services to help retain permanent housing, and providing landlord mediation as tenant problems arise		
Coordinate and supervise daily operations ensure compliance with regulations and internal policies. Position is exempt, no OT will be accrued.		
		TOTAL \$ 5,933
LINE ITEM	Case Manager/Navigator, 1.00 FTE	AMOUNT
Detailed Explanation:		
Case Manager will assist clients experiencing homelessness with transitioning to scatter site housing; will act as liaison between client and service providers and landlords; will create connections to housing sources & landlords to link potential client candidates to appropriate housing locations. Will also assist clients with application process, any required documents, annual recertifications, as well as any other case management services to help clients maintain stable housing.		45,000
CM will maintain client files and required documentation and enter into database for reporting requirements. Position is non-exempt, therefore OT can be accrued.		14,300
		TOTAL \$ 59,300
LINE ITEM	Case Manager/Navigator, 1.00 FTE	AMOUNT
Detailed Explanation:		
		TOTAL \$ -

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
FY 2019 YEAR-START CONFIRMATION OF ALL SECURED FUNDING SOURCES AND BUDGETS**

This form details the total budget breakdown of each line item for the FY 2019 Project by all contributing funding sources. (1) Enter the name of all secured funding sources included in the total annual Project budget. (2) Enter the amount for each funding source title entered in row (1). (3) Enter the total Program Income (PI)/Client Generated Income (CGI) collected for each funding source title entered in row (1). (4) Enter total budget for Salaries & Wages and Fringe Benefits. (5) Enter the budget amount for each applicable PE line item for each funding source entered in row (1). (6) Enter the total Federally Approved Indirect Cost Rate budget amount for each funding source entered in row (1) and enter the budget amount for each applicable funding source entered in row (1). (7) Enter the total project budget for each applicable NPE line item listed. (8) Enter the budget amount for each applicable NPE line item for each funding source entered in row (1). (9) Enter any additional, applicable NPE budget line items and total project budget for each line item. (10) Enter the budget amount for each applicable NPE line item for each funding source entered in row (1). **NOTE: This form must be signed by an Agency position that is a Vice President/Chief Operating Officer or higher.**

AGENCY PATH (People Assisting The Homeless) PROJECT Rapid ReHousing Program
 Deputy Chief Executive Officer & Executive Director _____ Jennifer Hark Dietz, LCSW _____ 8/30/2018
 Title _____ Print Name _____ Signature _____ Date _____

(1) SECURED FUNDING SOURCE TITLE	CITY ESG-RRH	PRIVATE						TOTAL BUDGET
(2) FUNDING SOURCE AMOUNT	239,000	97,950						336,950
(3) TOTAL P/CGI BUDGET								-
TOTAL FUNDING SOURCE AMOUNT	239,000	97,950	-	-	-	-	-	336,950
(4) TOTAL PERSONNEL BUDGET								
SALARIES & WAGES	48,250	59,300						107,550
FRINGE BENEFITS	16,983	15,420						32,403
SUBTOTAL PERSONNEL	65,232	74,720	-	-	-	-	-	139,952
(6) SUBTOTAL FAIC RATE								-
(7) TOTAL NON PERSONNEL BUDGET								
SUPPLIES-ADMIN USE	200	1,500						1,700
SUPPLIES-CLIENT USE								-
PUBLICATIONS/PRINTING		2,330						2,330
RENT/LEASE								-
INSURANCE		2,500						2,500
UTILITIES		5,550						5,550
COMMUNICATIONS		6,700						6,700
(9) TOTAL OTHER NPE - List Below								
CONSULTANT SERVICES		3,150						3,150
RENTAL ASSISTANCE	110,712							110,712
FINANCIAL ASSISTANCE	60,545							60,545
TRANSPORTATION	1,111							1,111
TRAINING		1,500						1,500
EQUIPMENT	1,200							1,200
								-
								-
								-
SUBTOTAL NONPERSONNEL	173,768	23,230	-	-	-	-	-	196,998
TOTAL PROJECT BUDGET	239,000	97,950	-	-	-	-	-	336,950

NOTES ON ENTRIES/CALCULATIONS:
 PATH does not have an Federally Approved Indirect Cost rate.

**SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR SAN DIEGO AFFORDABLE HOUSING FUND SERVICES
WITH
PEOPLE ASSISTING THE HOMELESS (PATH) (“Recipient”)
CONTRACT NO. HHI-19-07**

WHEREAS, the City Council of the City of San Diego, through adoption of the San Diego Housing Trust Fund Ordinance, has established the San Diego Affordable Housing Fund.

WHEREAS, eligible program types under the Affordable Housing Fund include Rapid Rehousing.

WHEREAS, the San Diego Housing Trust Fund Ordinance at Section 98.0502 provides that the Affordable Housing Fund shall be administered by the San Diego Housing Commission (“Commission”).

WHEREAS, the Commission has approved a Grant in the amount of NINETEEN THOUSAND THIRTEEN AND NO/100 DOLLARS (\$19,013.00) for Rapid Rehousing Housing Specialist/Case Management Services from September 15, 2018 through June 30, 2019.

NOW THEREFORE, the Commission and Recipient, agree as follows:

This Agreement dated _____, 2018 is effective as of the 15th day of September, 2018 between the Commission and Recipient.

1. DESCRIPTION OF WORK

Recipient shall provide the following services, supplies and/or materials to the Commission: Rapid Rehousing Housing Specialist/Case Management Services. Recipient shall provide such services to the Commission as generally described in the Specifications/Scope of Work attached hereto.

Additional Specifications/Scope of Work, if any, are contained in Attachment 101.

2. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective September 15, 2018, and continue through June 30, 2019.

(a) Provided, that the Recipient is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the

option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be exercised by the Recipient. This ninety (90) day extension provision is in addition to options, if any, referenced in Attachment 102.

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

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

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

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

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

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

3. COMPENSATION

The total compensation for all services performed and/or materials and goods supplied pursuant to this Agreement shall not exceed the sum of NINETEEN THOUSAND THIRTEEN AND NO/100 DOLLARS (\$19,013.00). Recipient acknowledges that the Commission is under no obligation to compensate Recipient for services rendered and goods and materials supplied or expenses accrued under this Agreement in excess of the maximum compensation specified above. Payment shall be made after submission of invoices and within thirty (30) days of submission, if approved by the Commission.

The Commission shall reimburse Recipient for services as invoiced on a monthly basis. To

receive payment, the Recipient shall provide to the Commission a requisition no later than 15th of the subsequent month of each month (the "Due Date"), which shall specify the amount due and shall detail all of the reimbursable expenses for such immediately preceding month for which Recipient is requesting reimbursement. Recipient shall include, with each such requisition, copies of all receipts and invoices and all other back-up documentation which is requested by the Commission in its sole discretion in order to verify the amounts of Recipient's claims. In the event that the requisition for any month and/or any receipts, invoices or back-up documentation requested by the Commission, are not submitted by Recipient to the Commission within 90 days of the Due Date, then (i) Recipient shall be deemed to have waived any and all rights to reimbursement from the Commission with respect to the month for which the requisition and/or any receipts, invoices or back-up documentation requested by the Commission were not submitted, and (ii) the Commission shall have no obligation to reimburse the Recipient for any amounts which would have been due from Commission to Recipient hereunder with respect to the month for which the Recipient failed to submit the requisition and/or any receipts, invoices or back-up documentation requested by the Commission. Notwithstanding anything to the contrary contained herein, the Commission shall have no obligation to make any payment to the Recipient, unless and until the Commission has verified all invoiced expenses and has in the Commission's sole discretion determined that all invoiced expenses are reasonable. Payment will be made to the Recipient at the address given below.

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

4. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Recipient at the following addresses:

Commission: SAN DIEGO HOUSING COMMISSION
 Attention: Lisa Jones
 Senior Vice President, Homeless Housing
 Innovations
 1122 Broadway, Suite 300
 San Diego, CA 92101

Copy to: Christensen & Spath LLP
 Attention: Charles B. Christensen, Esq.
 550 West C Street, Suite 1660
 San Diego, CA 92101

Recipient: PEOPLE ASSISTING THE HOMELESS (PATH)
 Attention: Jonathan Castillo
 Regional Director
 340 North Madison Avenue
 Los Angeles, CA 90004

5. DEFAULT

A default shall consist of any use of grant funds for a purpose other than for services listed in Section 1 Description of Work and/or Attachment 1 to this Agreement, or failure of the Recipient to provide the transitional housing for the period of this Agreement.

Upon notice to the Recipient of the occurrence of a default and the provision of a reasonable opportunity to respond (unless an emergency exists), the Commission may take one or more of the following actions:

- i. Direct the Recipient to submit progress schedules for completing approved activities; or
- ii. Issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- iii. Direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- iv. Reduce or recapture the grant; or
- v. Direct the Recipient to reimburse the Commission for costs inappropriately charged; or
- vi. Other appropriate action including, but not limited to, any remedial action legally available such as affirmative litigation seeking declaratory relief, specific performance, damages, temporary or permanent injunctions and any other available remedies.

6. REVERSION

Upon the expiration, breach, or termination of this Agreement, Recipient agrees that 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 the 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.

7. GENERAL GRANT PROVISIONS

A. OWNERSHIP OF MATERIALS AND DOCUMENTS

Any and all sketches, drawings, tracing, field survey notes, computations, details and other materials and documents prepared by or on behalf of the Recipient shall be the property of the Commission upon the default of the Recipient and the Recipient shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. The Commission shall have the right to have duplicate copies of such materials and documents for their file, upon written request, even if Recipient is not in default under the terms of this Agreement.

B. NON-DISCLOSURE

The Recipient shall not disclose to any other public or private person or entity any information regarding the activities of the Commission except as authorized by the Commission.

C. CONFLICT OF INTEREST

For the duration of this Agreement, the Recipient will not engage in any business pursuits that are adverse, hostile or incompatible positions to the interests of the Commission without the prior written consent of the Commission.

Under no circumstances may Recipient convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other person or entity.

D. RECIPIENT'S LIABILITY

The Recipient shall be responsible for all injuries to persons and for all damage to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder. Recipient shall defend and hold harmless and indemnify the Commission, the Housing Authority of the City of San Diego ("Housing Authority"), the City of San Diego, and all officers and employees of each public agency from all costs and claims to any third party resultant from the negligence of itself, its employees, or its agents, arising out of the Recipient's performance of work under this Agreement. It is the intent of the parties that this indemnity agreement be construed and integrated as a Type I Indemnity Agreement in favor of the Commission, the Housing Authority and the City of San Diego, and each of them, as defined in the California cases entitled *McDonald & Kruse, Inc. v. San Jose Steel Company, Inc.* (1972) 29 Cal.App.3d 413, and *CI Engineering & Construction v. Johnson* (1983) 140 Cal.App.3d 1011, 1015. Recipient's duty to indemnify, hold harmless and defend shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Commission, Housing Authority, City of San Diego or any of their respective officers and employees or their agents.

E. INSURANCE

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

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

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

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

<input type="checkbox"/>	Errors and Omissions \$1,000,000.00	Initials _____
--------------------------	--	-------------------

F. EQUAL OPPORTUNITY PROGRAMS

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

- i. Recipient shall comply with the Equal Opportunity and Disabled Veteran Business Enterprise Contracting Programs as described in State Public Contract Code Section 10115 et seq., as may be amended and/or interpreted from time to time, as well as any other applicable State and Federal law. When requested by the Commission, the Recipient will report to the project manager payments made to all Disabled Veteran Business Entities by month under the Agreement to date and percentage of overall Agreement value.

- ii. Recipient and each Subcontractor, if any, shall fully comply with and shall submit a **Certificate of Compliance** with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted. The Certificate of Compliance is attached hereto as Attachment A and made part hereof.
- iii. Recipient shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin. Recipient shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin.
- iv. Recipient shall complete, sign and submit an **Analysis of San Diego County Nonprofit Corporation** identifying the ethnic and gender representation of the governing board and/or officers and an **Analysis of San Diego County Workforce Report**. The Work Force Report is attached hereto as Attachment B and made part hereof.
- v. If any underrepresentation is found after submission of Recipient's workforce report, the Commission may request an equal employment opportunity plan (EEO). An acceptable plan to correct the identified underrepresented categories must be submitted within thirty (30) days. Once the EEO has been approved by the Commission, the Recipient must adhere to said plan. In the case of multi-year contracts, the Recipient will be required to submit annual workforce reports and EEO updates as requested.
- vi. Recipient understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Recipient may, at the election of the Commission, be barred from participating in Commission projects for not less than one (1) year.

8. COST RECORDS

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

9. SUBCONTRATING

None of the services covered by this Agreement shall be subcontracted without the prior written consent of the Commission. The Recipient shall be as fully responsible to the Commission for the acts and omissions of its subcontractors, and of persons either directly

or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Recipient shall insert in each subcontract appropriate provisions requiring compliance with labor standards provisions of this Agreement.

10. ASSIGNABILITY

The Recipient shall not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written approval of the Commission; provided, however, that claims for money due or to become due to the Recipient from the Commission under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

11. CHANGES

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

12. DOCUMENTS AND WRITTEN REPORTS

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

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

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

13. TERMINATION

This Agreement may be terminated by Commission on thirty (30) days written notice to Recipient, the effective date of cancellation being the 30th day of said written notice with no further action required. Notwithstanding the above, Recipient shall not be relieved of any liability to Commission for damages sustained by the Commission by virtue of

cancellation or any other breach of contract by Recipient.

14. ATTORNEYS' FEES AND COSTS

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

15. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein.

16. AGREEMENT GOVERNED BY LAW OF STATE OF CALIFORNIA

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

17. WARRANTY OF AUTHORIZATION TO EXECUTE AGREEMENT

Recipient hereby warrants that it has full authority and power to execute this Agreement and shall, concurrently with the execution, deliver appropriate resolution(s) of Board of Directors or other governing body and/or certification(s) of said authority, satisfactory to the President and Chief Executive Officer of the Commission.

18. PARTICIPATION

Recipient shall cause the fact that it receives Housing Trust Funds, which are administered by the Commission on behalf of the City of San Diego, to be referenced by the Recipient in all advertisement(s), press release(s), brochure(s), information sheet(s), and all Project Designation Placards placed on the Program site or other site(s), if any, as approved in advance, by the Commission.

Commission, at its sole option, reserves the right to request that the references to the participation of the Commission not be included in any, or all, advertisements, press releases, brochures, information sheets, and/or Project Designation Placards.

19. NON PROFIT STATUS

Recipient warrants that it is a valid nonprofit entity as determined by the Internal Revenue Service and the Franchise Tax Board of the State of California, and is in good standing in the State of California, and that Recipient does now, and will during the term of this Agreement maintain such nonprofit status.

20. CONFLICT OF INTEREST

Recipient represents, warrants and covenants that no member, officer, or employee of the Recipient, no member of the governing body of the locality 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 this Agreement, shall, during his or her tenure, or for one year thereafter, have any interest direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section may, at the option of the Commission, result in unilateral and immediate termination of this Agreement by the Commission.

21. ACCESSIBILITY STANDARDS

Recipient represents and warrants that it will comply with all federal, state and local requirements and regulations concerning access to the units by the disabled and handicapped persons.

22. DRUG FREE WORKPLACE

Recipient shall comply with all applicable State and Federal rules, laws and regulations to ensure a drug free workplace at all times during the term of this Agreement. Further, Recipient shall incorporate such applicable State and Federal provisions as are required in each contract or subcontract that it enters into in connection with the Program.

23. MEDIA/COMMUNICATIONS

The Commission shall have the control and authority over the print and electronic preparation, dissemination and publishing of any and all public relations, advertising, promotional material, and responses to publicity/media inquiries regarding the joint activities and/or profiles of program participants covered under this Agreement.

Recipient shall coordinate with and seek the prior written consent and permission of the Commission's Community Relations & Communications Department before distributing any printed or electronic materials regarding the subject matter covered in this paragraph and this Agreement.

Recipient further agrees that Recipient shall direct any and all publicity and media inquiries by third parties to the Commission's Community Relations & Communications Department for processing and handling.

24. RECIPIENT STATUS

Recipient enters into this Agreement and remains throughout the term of the Agreement as an independent contractor. Recipient is not an employee, agent, partner, joint venture or principal of the Commission, the Housing Authority and/or the City of San Diego while this Agreement is in effect or thereafter.

25. SIGNATURE AUTHORITY

All individuals signing this Agreement for a party which is a corporation, a partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Commission that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

DRAFT

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

RECIPIENT:
PEOPLE ASSISTING THE HOMELESS (PATH)

By: _____ Date: _____
Jonathan Castillo
Regional Director

COMMISSION:
SAN DIEGO HOUSING COMMISSION, a public agency

By: _____ Date: _____
Lisa Jones
Senior Vice President, Homeless Housing Innovations

By: _____ Date: _____
Maurcell Gresham
Director of Procurement

Approved as to Form:
Christensen & Spath LLP

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

ATTACHMENT 101

SPECIFICATIONS/ SCOPE OF WORK

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

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

1. PROGRAM SITE LOCATION

Recipient will operate the RRH Housing Specialist Services (the “Program”) in Downtown San Diego at 1250 6th Avenue, San Diego, CA 92101 for the term of September 15, 2018 through June 30, 2019 (the “Term of the Program”). Hours of operation will be Monday through Friday 8:00 AM to 5:00 PM.

2. ADMINISTRATIVE OFFICE LOCATION

Recipient for the Program, People Assisting the Homeless (PATH), shall maintain an administrative office at 340 North Madison Avenue, Los Angeles, CA 92004. Days and hours of operation are Monday to Friday 8:00 AM to 4:30 PM.

3. TARGET POPULATION / GEOGRAPHICAL AREA

The target population is comprised of low-income individuals and families meeting applicable eligibility criteria of the Affordable Housing fund (adults and/or adults with children) who would be forced to live in places not intended for human habitation (i.e. vehicles, parks, abandoned buildings, sidewalks, and streets) if not for the Program. Recipient will act as a liaison between clients, service providers and landlords to a minimum of 58 households receiving Continuum of Care (CoC) and/or Emergency Solutions Grant (ESG) Rapid Rehousing rental assistance and supportive services in the City of San Diego.

4. PROGRAM DESCRIPTION

Recipient provides Rapid Rehousing rental assistance and supportive services to homeless households. Housing Specialist/Case management services including housing stabilization, navigation, housing location, landlord engagement and negotiation, shall be provided to those individuals and families receiving rental assistance from the Recipient under the CoC and ESG Rapid Rehousing Agreements with the Commission. The system design will effectively serve the target population in a welcoming and solutions-focused environment. Recipient shall adhere to all Regional Task Force on the Homeless performance standards and requirements.

5. PROGRAM OUTCOMES

Housing Specialist will support PATH RRH staff to ensure the following outcomes are met for a minimum of 58 households:

PERFORMANCE OUTCOMES & STANDARDS	MEASURE	STANDARD
Efficient Number of Households Served	Minimum Households Housed	58
	Minimum Persons Housed	58

	Participants prioritized from the streets, emergency shelters, or Safe Havens without passing through Transitional Housing	100%
CES Utilization	Prioritize Entry to the Program through CES matching	100%
Households Rapidly Housed	Households Housed within 30 days or less	At least 80% of Total Households Permanently Housed
Access to Community, Mainstream Resources, and Services to Move to Permanent Housing and Stabilize	Housing Affordability at Exit	At least 50% of Households obtain housing at $\leq 50\%$ of Household Income
	Employment Status	At least 67% Employed at Annual Certification and/ or Program Exit
Recidivism	Successful Housing Outcome	At least 90% Successful Housing Placements of total Households served
	Housing Retention	$\leq 5\%$ who obtain housing, lose housing and return to shelter within 3 months of exiting the Program
	Housing Stability	At least 77% of Permanent Housing exits remain stably housed for > 6 months
Efficient and Effective Use of Community Resources	Spending	100% spend-down of awarded funds
	Cost per Household Served	Actual cost/household $< 110\%$ of budgeted cost/household
	Cost per Successful Outcome (Household Placed)	Actual cost/outcome $< 110\%$ of budgeted cost/outcome
System Coordination	VI-SPDAT distribution for clients	Reporting Only
	Total # of Households Referred to SDHC Landlord Engagement Program	
	Justification for Declined Matches in CES submitted monthly	

6. PROGRAM SERVICES

Recipient shall provide Housing Specialist activities to homeless persons referred to PATH RRH programs through the regional Coordinated Entry System (CES). Services will consist of the following:

- Assist clients experiencing homelessness with transitioning to permanent housing;
- Act as liaison between client and service providers and landlords;
- Create connections to housing sources & landlords to link potential client candidates to appropriate housing locations, and;
- Assist clients with application process, any required documents, and annual recertifications, as well as other activities necessary to help clients maintain stable housing;
- Maintain client files and required documentation and enter into the regional Homeless Management Information System (HMIS) for reporting requirements.

7. **PROGRAM RECORDS**

Coordinated Entry System

Recipient will participate in the Coordinated Entry System (CES) as established by the Regional Task Force on the Homeless (RTFH). Recipient will focus on screening for major criteria as follows:

- Homeless eligibility is based on HUD's homeless definition and documented in accordance with HUD's preferred order of documentation. Program utilizes the Common Assessment Tool in the Program's screening, referral and admissions processes for all participants.
- Program admissions will be prioritized based upon local standards, level of acuity and overall vulnerability determined via the Common Assessment Tool.
- Program staff will actively participate in Housing Navigation, Case Conferencing or other integral components of CES.

Additional resources and information pertaining to performance, Homeless Management Information System (HMIS), Continuum of Care (CoC) and other topics relevant to CoC programs is available at www.hudexchange.info.

Housing First

In alignment with the U.S. Department of Housing & Urban Development (HUD), all homeless programming will adhere to Housing First principles as noted below:

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

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

2-1-1 San Diego Participation

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

Homeless Management Information System

Recipient shall enter and maintain client level data in approved HMIS as directed by the RTFH. Recipient shall adhere to all RTFH performance standards and requirements. Recipient must obtain and report required programmatic information and data on a monthly basis. Recipient shall enter and maintain data in the approved Homeless Management Information (HMIS) system as directed by the RTFH. Recipient will comply with the

HMIS Policies and Procedure in effective during the period of this agreement/contract including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.

Compliance Monitoring and Performance Improvement Activities

The Commission will monitor compliance and performance related to all aspects of this agreement. Monitoring will occur through a variety of processes including desk and site review.

1. The Commission will provide monitoring reports to Recipient for programmatic outcomes, fiscal spend-out, and action plan activities.
2. Recipient must actively participate in compliance monitoring and performance improvement activities required by the Commission.
3. Recipient must provide the Commission complete policies and procedures related to this contract. Recipient will provide updated policies and procedures to the Commission within 60 days of update/revision.

8. MANDATORY ATTENDANCE AT ROUNDTABLE MEETINGS

Throughout the year the Commission will host quarterly roundtable meetings where all providers can share challenges, ask for Commission clarification and share best practices. This also includes, but is not limited to, attending the Provider Fiscal Year 2018 Workshop. Recipient is required to attend those meetings.

9. MEDIA/COMMUNICATIONS

The Commission shall have the control and authority over the print and electronic preparation, dissemination and publishing of any and all public relations, advertising, promotional material, and responses to publicity/media inquiries regarding the joint activities and/or profiles of Program participants covered under this Agreement.

Recipient shall coordinate with and seek the prior written consent and permission of the Commission Communications & Legislative Affairs Department before distributing any printed or electronic materials regarding the subject matter covered in this paragraph and this Agreement.

Recipient further agrees that Recipient shall direct any and all publicity and media inquiries by third parties to the Commission Communications & Legislative Affairs Department for processing and handling.

10. CLOSE-OUTS

Recipient shall be responsible for completing and submitting a close-out packet to include information such as total number of participants served, Program accomplishments, participant demographics and financial summary of award grant for each applicable funding source.

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

- Making final payments;
- Disposing of Program assets (including the return of all unused materials, Program income balances, and accounts receivable to the Commission); and
- Determining the custodianship of records.

Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period the Commission has control over Program funds.

ATTACHMENT 103

ADDITIONAL COMPENSATION TERMS

Section 3. Compensation. (Continued from Page 2):

**SAN DIEGO HOUSING COMMISSION-SUB CONTRACTOR SERVICES
SCHEDULE 1 - FY 2019 BUDGET EXHIBIT**

AGENCY _____ PATH _____

PROJECT Rapid Rehousing- Housing Specialist

FUNDING SOURCE: **SDHC/AHF**

SALARIES & WAGES (Schedule 2) 14,875

FRINGE BENEFITS (Schedule 3) 4,138

TOTAL PERSONNEL 19,013

FEDERALLY APPROVED INDIRECT COST RATE (Schedule 4) _____

ADMINISTRATIVE COSTS (Schedule 5) _____

RENTAL ASSISTANCE (Schedule 5) _____

ASSISTANCE W/MOVING COSTS (Schedule 5) _____

CASE MANAGEMENT (Schedule 5) _____

EDUCATION SERVICES (Schedule 5) _____

EMPLOYMENT ASSISTANCE (Schedule 5) _____

TRANSPORTATION (Schedule 5) _____

UTILITY DEPOSITS (Schedule 5) _____

OTHER EXPENSES (SPECIFY):

_____ (Schedule 5) _____

_____ (Schedule 5) _____

_____ (Schedule 5) _____

TOTAL NON-PERSONNEL 0

TOTAL SDHC/AHF PROJECT BUDGET 19,013

EXHIBIT B

Page 1 of 4

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 2 - PERSONNEL SCHEDULE: GROSS PAY**

The purpose of this form is to list the positions being claimed against the funding request amount. The positions listed below must provide direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total Salary & Wages must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY _____ PATH _____

PROJECT _____ Rapid Rehousing _____

(1)	(2)			(3)	(4)
POSITION TITLE	Premium Pay			ANNUAL GROSS PAY	ANNUAL SALARY & WAGES
	OT	EP	MS		
Housing Specialist	X			42,000	14,875
*Allocated 50% FTE at 8.5 Months					
TOTAL ANNUAL SALARY & WAGES					14,875

- (1) List each individual position title providing project/client services. NOTE: Project-related job duties for each position listed must be explained in the budget justification section.
- (2) Select the appropriate box for positions that will have premium pay, such as overtime (OT), extra pay (EP) and/or multi-shift (MS). NOTE: The premium pay and project-related usage will need to be explained in the budget justification section.
- (3) List the annual Agency gross pay for each position listed.
- (4) List total ESG annual gross pay. NOTE: This is the amount that will be the annual budget cap for RFR claims.

<u>Pay Schedule (Check One)</u>	
<input type="checkbox"/>	Monthly
<input type="checkbox"/>	Biweekly
<input checked="" type="checkbox"/>	Twice a Month

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 3 - PERSONNEL SCHEDULE: FRINGE BENEFITS**

The purpose of this form is to list the fringe benefits being claimed against funding request amount. The Total Fringe must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY _____ PATH _____

PROJECT _____ Rapid Rehousing- Housing Specialist _____

(1)	(2)	(3)	(4)
POSITION TITLE	FRINGE BENEFIT TITLE	ANNUAL AMT OF FRINGE BENEFIT	ANNUAL FRINGE BENEFIT
Housing Specialist	FICA (7.65%)	3,213	1,138
	Worker's Comp	3,360	1,190
	Health Benefits	4,275	1,514
	Dental Benefits	468	166
	Vision Benefits	81	29
	LTD Benefits	288	102
TOTAL ANNUAL FRINGE BENEFITS			4,138

- (1) List each Schedule 2 individual position title for which **employer-portion** of fringe benefits will be claimed.
- (2) List the title of the Fringe Benefit that will be claimed. NOTE: The fringe benefit and project-related usage will need to be explained in the budget justification section.
- (3) List the total annual Agency amount of insurance for each position and each fringe benefit.
- (4) List the total amount of insurance for each position and each fringe benefit. NOTE: This is the amount that will be the annual budget cap for RFR claims.

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY _____ PATH _____
PROJECT _____ Rapid Rehousing- Housing Specialist _____

LINE ITEM	Housing Speciliast .50 FTE	AMOUNT
Detailed Explanation:		
Housing Specialist @ .50 FTE for 8.5 months.		14,875
Benefits include payroll taxes, workers compensation, Health benefits and long term disability		4,138
Housing Specialist will assist clients experiencing homelessness with transitioning to permanent housing; will act as liaison between client and service providers and landlords; will create connections to housing sources & landlords to link potential client candidates to appropriate housing locations. Will also assist clients with application process, any required documents, annual recertifications, as well as any other to help clients maintain stable housing.		
HS will maintain client files and required documentation and enter into database for reporting requirements. Position is non-exempt, therefore OT can be accrued.		
		TOTAL \$ 19,013

LINE ITEM		AMOUNT
Detailed Explanation:		
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
		TOTAL \$ -

LINE ITEM		AMOUNT
Detailed Explanation:		
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
		TOTAL \$ -

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

ATTACHMENT A

**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM
FOR CONTRACTORS DOING BUSINESS WITH
THE SAN DIEGO HOUSING COMMISSION**

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

CERTIFICATE OF COMPLIANCE

(Name of Firm)

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

Further, I am submitting a current Report of San Diego County Workforce; and if requested, an acceptable Equal Employment Opportunity Plan which addresses the affirmative actions that will be taken by this firm to eliminate any under-representation within identified categories. The elements of this Plan would include effective outreach and other employment practices to maximize opportunities for all qualified individuals.

Name of Authorized Official

Signature of Authorized Official

Date

ATTACHMENT B

SAN DIEGO HOUSING COMMISSION
CA 92101

1122 Broadway Suite 300, San Diego

Name of Firm _____

Payroll Ending Date _____

WORK FORCE REPORT OF SAN DIEGO COUNTY

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Caucasian |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Other ethnicity; not falling into other groups |
| (3) Asian, Pacific Islander | |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-		(2)		(3) Asian Pacific		(4) America		(5)		(6)	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Executive, Administrative, Managerial											
Professional Specialty												
Engineers/Architects												
Technicians and Related Support												
Sales												
Administrative Support/Clerical												
Services												
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*												
TOTALS EACH COLUMN												
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALLEMPLOYEES												

NONPROFIT AGENCIES ONLY

President												
Vice President												
Secretary												
Treasurer												
TOTALS EACH COLUMN												

Indicate the gender and minority composition of the board as required above.
Please substitute titles of officers or board members as necessary.

Equal Opportunity Contracting Work Force Report [rev. 6/30/06]



OCCUPATIONAL CATEGORY LIST

Executive, Administrative and Management

Executive, Administrative Management Related

Professional Specialty

Engineers, Architects, Surveyors
Mathematical and Computer Scientists
Health Diagnosing
Health Assessment and Treating
Teachers, Postsecondary
Teachers, Except Postsecondary
Counselors, Educational and Vocational
Librarians, Archivists, Curators
Social Scientists and Urban Planners
Social, Recreation and Religious Workers
Lawyers and Judges

Technicians and Related Support

Health Technologists and Technicians
Engineering and Related Technologists and Technicians
Technicians, Except Health, Engineering and Service

Sales

Supervisors and Proprietors
Sales Representatives, Finance and Business Services
Sales Representatives, Commodities Except Retail
Sales Workers, Retail and Personal Services

Administrative Support

Supervisors, Administrative Support
Computer Equipment Operators
Secretaries, Stenographers, Typists
Information Clerks
Records, Processing Except Financial
Financial Records Processing
Duplicating and Other Office Machine Operators
Communications Equipment Operators
Mail and Message Distributing
Material Recording and Distributing Clerks
Adjusters and Investigators
Other Administrative Support

Precision Production, Craft and Repair

Supervisors, Mechanics and Repairers

Extractive Occupations

Precision Production Occupations

Machine Operators, Assemblers and Inspectors

Metalworking and Plastic Working Machine Operator
Metal and Plastic Processing Machine Operators
Woodworking Machine Operators
Printing Machine Operators
Textile, Apparel and Furnishing Machine Operators
Machine Operators, Assorted Materials
Fabricators, Assembler & Hand Working Occupations

Transportation and Material Moving

Motor Vehicle Operators
Rail Transportation Occupations
Water Transportation Occupations
Material Moving Equipment Operators

Handler, Equipment Cleaners, Helpers and Laborers

Handlers
Equipment Cleaners
Helpers
Laborers

Services

Private Households
Protective Services
Supervisors, Protective Services
Firefighting and Fire Prevention
Police and Detectives
Guards
Supervisors, Food Preparation and Services
Health Services
Cleaning and Building Services
Personal Services
Vehicle and Mobile Equipment Mechanics and Industrial Machinery Repairer
Machinery Maintenance
Electrical and Electronic Equipment Repairers
Heating, Air Conditioning, Refrigeration Mechanics
Other Mechanics and Repairers
Supervisors Construction Trades, Except Supervisors

NAME OF COMPANY: _____ TELEPHONE: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

PREPARED BY: _____ DATE: _____