



EXECUTIVE SUMMARY

HOUSING COMMISSION EXECUTIVE SUMMARY SHEET

MEETING DATE: April 1, 2022

HCR22-031

SUBJECT: Approval of the Contract between the San Diego Housing Commission and Alpha Project for the Homeless to operate the City of San Diego Bridge Shelter located at 1710 Imperial Avenue, San Diego, 92101

COUNCIL DISTRICT(S): Citywide

ORIGINATING DEPARTMENT: Homeless Housing Innovations Division

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

REQUESTED ACTION:

Approve an operating agreement with Alpha Project for the Homeless (Alpha Project) in the amount of \$2,957,373 for a one-year term from July 1, 2022, through June 30, 2023, with three one-year options for renewal, contingent on the City of San Diego making funds available in its annual fiscal year budgeting process and the continuance or extension of the Memorandum of Understanding (MOU) with City of San Diego for oversight and administration of the Bridge Shelter programs (current term ends June 30, 2023), for the operation of the City of San Diego Bridge Shelter located at 1710 Imperial Avenue, San Diego, 92101.

EXECUTIVE SUMMARY OF KEY FACTORS:

- The San Diego Housing Commission (Housing Commission) administers the City of San Diego's (City) Bridge Shelter programs pursuant to a Memorandum of Understanding with the City.
- The City of San Diego's Bridge Shelter at 1710 Imperial Avenue, San Diego, 92101, provides shelter year-round, in alignment with Housing First principles, for up to 139 persons experiencing homelessness in the City (actual bed count may be less due to Fire Marshal or other health and safety determinations).
- The Program will provide safe, low-barrier shelter, as well as stabilization and supportive services, to prepare persons experiencing homelessness for the most appropriate longer-term or permanent housing interventions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.
- The Program's target population may be flexible in nature, and the Program may serve more than one sub-population at a time.
- It is anticipated that the City will commit \$3,107,644 in Homeless Housing, Assistance and Prevention (HHAP) and Emergency Solution Grant-CV (ESG-CV) funds for operations in Fiscal Year 2023. The funding source for Fiscal Year 2023 will be determined through the City's annual budgeting process.
- The proposed actions referenced in this report will allow the Housing Commission to enter into an Agreement with Alpha Project in the amounts referenced within this report to provide for the ongoing operation of the Bridge Shelter at 1710 Imperial Avenue.



REPORT

DATE ISSUED: March 24, 2022

REPORT NO: HCR22-031

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of April 1, 2022

SUBJECT: Approval of the Contract between the San Diego Housing Commission and Alpha Project for the Homeless to operate the City of San Diego Bridge Shelter located at 1710 Imperial Avenue, San Diego, 92101

COUNCIL DISTRICT: Citywide

REQUESTED ACTION:

Seven-day advance notice of San Diego Housing Commission hearing of the following matter has been provided to the Housing Authority Members pursuant to the provisions of San Diego Municipal Code Section 98.0301(e)(4)(B).

Approve an operating agreement with Alpha Project for the Homeless (Alpha Project) in the amount of \$2,957,373 for a one-year term from July 1, 2022, through June 30, 2023, with three one-year options for renewal, contingent on the City of San Diego making funds available in its annual fiscal year budgeting process and the continuance or extension of the Memorandum of Understanding (MOU) with City of San Diego for oversight and administration of the Bridge Shelter programs (current term ends June 30, 2023), for the operation of the City of San Diego Bridge Shelter located at 1710 Imperial Avenue, San Diego, 92101.

STAFF RECOMMENDATION

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

- 1) Authorize the Housing Commission to enter into an agreement with Alpha Project in the amount of \$2,959,661 for an initial one-year term from July 1, 2022, through June 30, 2023, with three one-year options for renewal, contingent on funding being available for that purpose, and the continuance or extension of the Memorandum of Understanding (MOU) with City of San Diego for oversight and administration of the Bridge Shelter programs (current term ends June 30, 2023), to provide bridge shelter and services for persons experiencing homelessness at the City of San Diego's Bridge Shelter located at 1710 Imperial Ave. The funding source for the initial operating term is expected to consist of Homeless Housing, Assistance and Prevention (HHAP) and Emergency Solution Grant-CV (ESG-CV) funds.
- 2) Authorize the Housing Commission's Interim President & Chief Executive Officer (President & CEO), or designee, to execute all documents and instruments that are necessary and/or appropriate to implement these approvals, in a form and format approved by General Counsel, and to take such actions necessary and/or appropriate to implement these approvals, provided that a copy of the documents, signed as to form by General Counsel, are submitted to each Housing Commissioner in advance of approval for the

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designee to sign.

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

SUMMARY

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

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

The proposed actions referenced in this report will allow the Housing Commission to enter into an Agreement with Alpha Project in the amounts referenced within this report to provide for the ongoing operation of the Bridge Shelter Program (Program) for a period of one year, with three one-year options for renewal, contingent on funding be made for this purpose.

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

PROGRAM OVERVIEW

The City of San Diego's Bridge Shelter located at 1710 Imperial, San Diego, CA 92101 will provide shelter year-round, in alignment with Housing First principles, for up to 139 persons experiencing homelessness in the City (actual bed count may be less due to Fire Marshal or other health and safety determinations). The Program will provide safe, low-barrier shelter, as well as stabilization and supportive services, to prepare persons experiencing homelessness for the most appropriate longer-term or permanent housing interventions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

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

Operator Experience

Alpha Project is a well-established homeless service provider with more than 30 years of experience meeting the needs of individuals and families experiencing homelessness. Through its array of housing and supportive services, Alpha Project serves more than 4,000 men, women and children on an annual basis. The organization follows a Housing First model, which recognizes the need to provide housing and shelter without preconditions, in conjunction with the provision of supportive services. Alpha Project has been serving families experiencing homelessness since 1995 through permanent supportive housing programs, and in the past several years, through federally funded Rapid Rehousing programs.

Alpha Project has successfully operated several shelters, including two of the City's Bridge Shelter Programs as well as the inclement weather shelter and the temporary campground that was opened during the fall of 2017 in response to the Hepatitis A outbreak. In addition to its portfolio of interim shelters, rapid rehousing and permanent supportive housing programs, Alpha Project coordinates a variety of services for its clients, including substance abuse treatment, employment readiness and placement, transportation assistance and healthcare, and has developed innovative programs that support persons with lived experience to engage with the local community, and provide peer-to-peer outreach through their Wheels of Change and Take Back the Streets programs. Alpha Project was recently selected to operate the City of San Diego's first harm reduction shelter in collaboration with the County of San Diego to serve adults experiencing homelessness and substance use or co-occurring conditions.

Program Design

Through the Program, Alpha Project will provide shelter and housing-focused case management, and basic needs support for up to 139 individuals at any given time experiencing homelessness in the City of San Diego with an emphasis on individuals who are enrolled in a permanent housing intervention or are in the process of identifying permanent housing.

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

Program Components:

- a. Housing First program with low barriers to entry and operations.
- b. A formal shelter intake and move-in process, in a welcoming and solutions-focused environment, to include a review of required intake documents, terms of service, and guidelines for community living.

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- c. Housing-focused program that aims to resolve Program clients' homelessness as quickly as possible. Related services include, but are not limited to:
 - i. Determining diversion opportunities;
 - ii. Self-sufficiency needs assessment;
 - iii. Development of client housing plan, including stabilization strategies and client housing goals and objectives;
 - iv. Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate;
 - v. Assistance in locating safe and affordable permanent or other longer-term housing, including determining housing interventions and opportunities outside of the Coordinated Entry System (CES);
 - vi. Completion of intakes, screenings, assessments, and case conferencing or other integral components of CES as established by Regional Task Force on Homelessness (RTFH) community standards and policies;
 - vii. Assistance with housing applications and supportive and subsidized housing paperwork; and
 - viii. Advocacy for clients with prospective landlords.
- d. Basic shelter services, including but not limited to:
 - i. Appropriate 24-hour residential services and staffing;
 - ii. A maximum of 40 beds and other residential furnishings;
 - iii. A minimum of two meals per day in compliance with all applicable health and safety regulations;
 - iv. Showers, wash stations, restrooms, laundry facilities and/or laundry services, and belongings storage for Program clients;
 - v. Routine operating and client supplies, including but not limited to hygiene products, basic first aid supplies, and cleaning supplies;
 - vi. Telephone access and message services;
 - vii. Regularly laundered linens; and
 - viii. Mail services.
- e. Coordination to support testing and vaccinations for communicable diseases.

CONTRACT SELECTION PROCESS

On January 25, 2022, the Housing Commission issued a Request for Proposal (RFP) seeking to identify interested and qualified service providers within the City of San Diego, in particular providers with a history of providing shelter and related services to individuals experiencing homelessness.

The RFP was posted and made available for download on the PlanetBids website through both the Housing Commission's and the City of San Diego's portals. More than 895 notifications were sent through the PlanetBids system. Twenty bidders downloaded the solicitation from the Housing Commission's portal, and 15 bidders downloaded the solicitation from the City of San Diego's portal.

At the RFP closing on February 15, 2022, proposals were received from two respondents, Alpha Project and Lids of Encouragement. A source selection committee evaluated, scored and ranked the responses based on the following criteria: Program Operations, Case Management & Residential Services, Care Coordination, Equity & Inclusion, Community Considerations, Cost Proposal and Organizational

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Experience & Capacity. At the conclusion of the proposal evaluations, Alpha Project was selected as providing the best overall value to the Housing Commission.

AFFORDABLE HOUSING IMPACT

As San Diegans continue to live in a City-declared housing emergency "shelter crisis," the need for immediate housing assistance is critical to the well-being of community members. The Bridge Shelter at 1710 Imperial Avenue serves this purpose by providing Bridge Shelter services and a pathway to housing to persons experiencing homelessness. Individuals participating in this program represent some of San Diego's most vulnerable citizens, as 100 percent of participants are homeless, with low-to-moderate incomes.

FISCAL CONSIDERATIONS

It is anticipated that the City of San Diego will commit \$3,107,644 in HHAP and ESG-CV funds for operations in Fiscal Year 2023. The funding source for Fiscal Year 2023 will be determined through the City's annual budgeting process.

FUNDING SOURCE	FY 2023
HHAP	TBD
ESG-CV	TBD
TOTAL	\$3,107,644

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

FUNDING BY USE	FY 2023
Operator Agreement	\$2,959,661
Housing Commission	\$147,983
TOTAL	\$3,107,644

EQUAL OPPORTUNITY CONTRACTING AND EQUITY ASSURANCE

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

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Alpha Project employs a diverse staff that includes bilingual and ethnically, culturally and racially diverse individuals. Alpha Project has a long history of employing formerly homeless individuals throughout the agency, from direct line staff to directors, and values having a diverse staff reflective of the population being served. Alpha Project is committed to fostering and preserving a culture of equity and inclusion, which is reflected in their hiring practices.

PREVIOUS COUNCIL and/or COMMITTEE ACTION

On June 16, 2020, the City Council approved an MOU with the Housing Commission regarding the administration of Homeless Housing, Assistance, and Prevention (HHAP) program funding (R313113). A portion of HHAP funds are allocated to fund the operation of the City's Bridge Shelter Program.

On June 16, 2020, the City Council approved Resolution HA-1859 authorizing execution of agreements with Alpha Project for the Homeless, Father Joe's Village, and Veterans Village of San Diego to operate the City's Bridge Shelters during Fiscal Year 2021.

On June 16, 2020, the City Council approved Resolution R-313111 authorizing execution of an MOU with the Housing Commission for a one-year term with two one-year option to renew to operate the City's Bridge Shelter Program. City Council also approved Resolution R-313112 to remove references to the provision of Transitional Storage Center Services and bifurcate the MOUs.

In addition, the City Council approved an MOU with the Housing Commission regarding the administration of Homeless Emergency Aid Program (HEAP) block grant funding (R-312516). This resolution included an amendment to authorize the reallocation of \$1.6 million dedicated to outreach in HEAP funding to support a fourth Bridge Shelter at 17th and Imperial Avenue (previously planned for the relocation of the Single Women and Family Program).

On October 15, 2019, the Housing Authority approved Resolution HA-1835, approving the execution of the Fifth Amendment between the Housing Commission and the City to reflect the Housing Commission's responsibility for the oversight and administration of the Bridge Shelter located at 1710 Imperial Avenue.

On October 4, 2019, the Housing Commission Board of Commissioners authorized the execution of an agreement with Alpha Project for the Homeless to operate the Bridge Shelter at 1710 Imperial for the initial one-year term from October 23, 2019 through June 30, 2020, with two one-year options.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders for this project include Community stakeholders and Alpha Project as the sub-recipient administering the program. The program is expected to have a positive impact on the community as it will provide shelter and services to 139 otherwise homeless individuals.

ENVIRONMENTAL REVIEW

These activities are exempt from the California Environmental Quality Act pursuant to Government Code Section 8698.4 – Declaration of Shelter Crisis. The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) shall not apply to actions taken by a state agency or a city, county, or city and county, to lease, convey, or encumber land owned

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by a city, county, or city and county, or to facilitate the lease, conveyance, or encumbrance of land owned by the local government for, or to provide financial assistance to, a homeless shelter constructed or allowed by this section. Federal funds constitute a portion of the project's funding. The parties agree that the provision of any federal funds to the project is conditioned on the City of San Diego's final NEPA review and approval. NEPA clearance was obtained from the City of San Diego on March 15, 2022.

Respectfully submitted,

Lisa Jones

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

Approved by,

Jeff Davis

Jeff Davis
Deputy Chief Executive Officer
San Diego Housing Commission

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

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR CITY OF SAN DIEGO BRIDGE SHELTER
WITH
ALPHA PROJECT FOR THE HOMELESS
CONTRACT NO. HHI-XX-XX

(IMPERIAL AVENUE)

THIS AGREEMENT, entered into this _____ day of _____ 2022,

between the Commission:

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

and the Contractor:

ALPHA PROJECT FOR THE HOMELESS
3737 5th Avenue #203
San Diego, CA 92103
(619) 542-1877

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate the City of San Diego Bridge Shelter Program (the “Program”) as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

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

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

103. TIME OF PERFORMANCE

a. Initial Term

All services required pursuant to this Agreement shall commence effective July 1, 2022 through June 30, 2023.

b. Option to Extend Term

The President and Chief Executive Officer of the Commission, or his or her designee, may at his/her election extend the term of the Agreement to the Contractor for three additional one-year terms, by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions set forth as set forth in Section 244. The Option Periods shall only be available to Commission in the event that Commission obtains the appropriate approvals from the Housing Commission Board and the Housing Authority of the City of San Diego (“Housing Authority”).

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

Nothing contained in this Agreement shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 244 herein.

104. **COMPENSATION AND METHOD OF PAYMENT**

a. Rates

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

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of TWO MILLION NINE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$2,959,661.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission. Commission pre-approved line item budget adjustments are permitted given that in no event will the total compensation exceed the maximum

compensation as set forth herein. Further, in no event shall the revised line item exceed the amount that is reasonable for the line item.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego (“Housing Authority”) fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 249 of this Agreement. Provided the Contractor is not in default under the terms of this Agreement, the Commission shall compensate Contractor for all accrued costs/expenses incurred pursuant to this Agreement up until the effective date of cancellation or of this Agreement by the Commission.

c. Method of Payment

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

d. Funding Source

During the initial term of this Agreement and during any Option Periods, where exercised, Commission retains the right to modify the funding source(s) as necessary, including but not limited to, City General Funds, unrestricted local funds, and federal funds to the extent available and permitted.

105. NOTICES

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

Signature Page to Agreement for City of San Diego Bridge Shelter Program with Alpha Project for the Homeless (Contract No. HHI-XX-XX):

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

CONTRACTOR:
ALPHA PROJECT FOR THE HOMELESS

By: _____ Date: _____
Robert McElroy
CEO/President

COMMISSION:
SAN DIEGO HOUSING COMMISSION

By: _____ Date: _____
Jeff Davis
Deputy Chief Executive Officer

By: _____ Date: _____
Lisa Jones
Executive Vice President, Strategic Initiatives

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

Approved as to Form:
Christensen & Spath LLP

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

CONTRACT ATTACHMENT NO. 1

GENERAL PROVISIONS

201. Status of Contractor and Designated Representative.

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

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

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

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

202. Ownership of Materials and Documents

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

203. Non-Disclosure of Confidential Information

(a) The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the

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

- (b) Section 203(a) above does not apply to information that:
 - (i) was publicly known, or otherwise known to Contractor, at the time the information was provided to Contractor by the Commission;
 - (ii) subsequently becomes publicly known, through no act or omission of Contractor;
 - (iii) becomes known to Contractor from a source or means other than the Commission;
 - (iv) is considered a “public record,” pursuant to the California Public Records Act (California Government Code sections 6250 – 6276.48); or
 - (v) is required to be disclosed pursuant to law or a court order.

204. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority, or the City of San Diego, shall comply with the provisions of Government Code Section 7550; 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 such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

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

205. Project Records

(a) Generally. Contractor shall maintain all Project Records during the term of this Agreement, including those required by the Federal regulations specified in 24. C.F.R. 570.506 and those required by the City of San Diego’s most current operating manual (Operating Manual) that are pertinent to the activities to be funded under this Agreement. Project Records include all

administrative and/or financial records required in connection with the Agreement that are prepared and/or gathered by Contractor, including but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product and any other documents, data, and/or records pertaining to all matters covered in this Agreement, or required by the Operating Manual.

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

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

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

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

Project Records. During this time period, the Contractor shall provide any and all Project Records to the Commission upon the request of the Commission.

206. HUD Program Specific Audit Requirements

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

207. Contractor's Liability

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

208. Insurance

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

the List of Eligible Surplus Lines Insurers.

(b) Commercial General Liability Insurance

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

(c) Commercial Automobile Liability Insurance.

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

- 2) The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after 30 calendar days written notice by the Contractor to the Commission by certified mail.
- 3) The policy shall be endorsed to expressly provide that the City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego, their elected and appointed officials, officers, agents, employees, and representatives are named as additional insureds.

(d) Workers' Compensation Insurance

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

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

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

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

limits, deductibles, and/or self-insured retentions is insufficient, the City and Commission shall amend this Agreement to increase such insurance coverage, limits, deductibles, and/or self-insured retentions to a sufficient level, as determined by the City and Commission, and Contractor shall comply with any such amendment.

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

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

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

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

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

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

209. Compliance with Laws and Policies

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

210. Conflict of Interest

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

- 1) the conflict of interest provisions in 24 CFR 576.404, 24 CFR 570.611, 2 CFR 200.112 and 2 CFR 200.318; and
- 2) California Government Code sections 1090 et. seq., and 81000 et. seq.

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

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

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

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

(d) Contractor shall establish, and make known to its agents and employees, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly

those with whom they have family, business, and/or other relationships.

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

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

211. Equal Opportunity/Diversity and Inclusion Programs

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

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

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

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

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

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

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

Failure to satisfy penalties imposed pursuant to this section shall prohibit Contractor from participating in future Commission or City of San Diego contracts until all penalties have been satisfied.

(h) The Commission also expects all of its contractors and subcontractors to have policies and procedures to promote diversity. Suppliers are expected to have policies or procedures that explicitly ban disrespectful behavior, discrimination, bullying, or harassment based on the protected characteristics as set forth in section (c).

(i) Nothing in this section shall be interpreted to hold Contractor liable for any discriminatory practice of its subcontractors.

212. Non-Discrimination in Contracting

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

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

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

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

213. Local Business and Employment

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

214. Intentionally Omitted

215. Americans With Disabilities Act

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

216. Interest of Member of Congress

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

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

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

218. Drug-free Workplace

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

- (a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace.
 - (ii) The Contractor's policy of maintaining a drug-free workplace.
 - (iii) Any available drug counseling, rehabilitation and employee assistance programs.

(iv) The penalties that may be imposed upon employees for drug abuse violations.

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

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

219. Lobbying Provisions

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

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

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

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

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

220. Product Endorsement

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

221. Storm Water Pollution Prevention

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

222. Recognition of Funding Source

Contractor ensures recognition of the role of the federal ESG and/or CDBG Program in funding Contractor's services under this Agreement. All activities performed, facilities and items utilized, and publications prepared, in connection with this Agreement, shall be prominently labeled to reference the use of ESG and/or CDBG Funds from HUD as a funding source. The reference shall be worded as follows: "This project is funded in whole or in part with Emergency Solutions Grant (ESG) and/or Community Development Block Grant (CDBG) Program funds provided by the U.S. Department of Housing and Urban Development (HUD) to the City of San Diego."

223. Operating Manual

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

224. Playing By The Rules Handbook

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

225. Equal Benefits Ordinance

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

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

"During the performance of a contract with the San Diego Housing Commission,

this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

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

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

226. Uniform Administrative Requirements

Contractor shall comply with all applicable uniform administrative requirements set forth in 24 CFR 570.502 and 24 CFR 576.407, including, but not limited to, federal ESG and/or CDBG financial and contractual procedures and federal ESG financial and contractual procedures, as well as 2 CFR 200 subparts B through D. These federal documents are on file at the City of San Diego’s Economic Development Department, located at 1200 Third Avenue, Suite 1400, San Diego, CA, 92101.

227. Other Program Requirements

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

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

228. Davis-Bacon Act

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

229. Contract Work Hours and Safety Standards Act

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

230. Energy Policy and Conservation Act

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

231. Clean Air Act and Federal Water Pollution Control Act

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

232. Copeland “Anti-Kickback” Act

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

233. Religious Activities

Contractor shall comply with all applicable HUD requirements governing the use of CDBG Funds and ESG Funds by religious organizations, including those set forth in 24 CFR 570.200(j), as well as Executive Order 11245 (as amended by Executive Order 13279).

234. Section 3 Contract Clauses

The parties to this Agreement agree to comply and effectuate the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), implemented at 24 C.F.R. Part 75. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which Federal assistance is spent. Consistent with existing federal, state and local laws and regulations, Contractor shall ensure that training and employment opportunities generated by HUD financial assistance or arising in connection with housing rehabilitation, housing construction, or other public construction projects are provided to Section 3 Workers, and provided in the order of priority set forth at 24 C.F.R. Part 75.9 and Part 75.19.

235. Fair Housing Act

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

people securing custody of children under the age of 18), and disability. In addition, Contractor shall comply with the regulations issued following Title VI of the 1964 Civil Rights Act (as amended by Executive Orders 11246, 11375, and 12086) and section 109 of the 1975 Housing and Community Development Act that prohibits discrimination in HUD programs based on sex, race, color, national origin, and religion and administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act.

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

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

236. Section 504

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

237. Lead-Based Paint

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

238. Resource Conservation and Recovery Act

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

239. Plan of Operation

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

240. Correction of Work

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

241. Subcontracting/Diversity & Inclusion

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

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

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

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

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

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

and Hasidic Jewish Americans.

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

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

(e) Diversity and Inclusion. The Commission strongly supports diversity and inclusion in its contracting practices. As such, the Commission requires its contractors to take positive steps to ensure that diverse businesses as outlined in Section (d) (i) through (iv) including Disadvantaged Business Enterprises (DBE), Service Disabled Veteran Owned Small Businesses (SDVOSB), and Disabled Veteran Business Enterprises (DVBE) have equal opportunities to participate in subcontracting opportunities.

242. Assignability

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

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

243. Changes or Amendments

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

244. Extension of Contract Term

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

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

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

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

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

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

245. Entire Agreement

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

246. Partial Invalidity

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

247. Conflict between Agreement and Attachments

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

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

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

248. Correction of Work

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

249. Termination

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

(b) Termination for Lack of Funding. This Agreement may be terminated without notice by the Commission upon the cessation of funding of the state, local, or federal program which funds this Agreement.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("Housing Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 249 of this Agreement.

250. 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.

251. Contract Governed by Laws of State of California

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

252. Jurisdiction and Venue

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

253. Notice

In all cases where written notice is required under this Agreement, service of such notice shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement.

254. Covenants and Conditions

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

255. No Waiver

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

256. Successors in Interest

This Agreement, and all rights, obligations, and/or duties under this Agreement, shall be in full force and effect, whether or not any party to the Agreement has been succeeded by another entity,

and all rights, obligations, and/or duties under this Agreement shall be vested and binding on any party's successor in interest.

257. Drafting Ambiguities

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

258. Signing Authority

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

259. Counterparts

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

260. Headings

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

261. Exhibits Incorporated

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

262. Independent Contractor

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

Contractor shall follow the direction of Commission concerning the end results of the performance.

263. Remedies Upon Default

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

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

CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVES

As part of the City of San Diego’s (“City”) and the San Diego Housing Commission’s (“Commission”) comprehensive approach to addressing homelessness, Contractor will operate the City of San Diego Bridge Shelter located at 1710 Imperial Avenue, San Diego, 92101 (“Program”). Utilizing the Housing First model, the Program’s objective is to provide safe, low-barrier shelter, as well as stabilization and supportive services, to prepare persons experiencing homelessness (“Program Clients”) for the most appropriate permanent or other longer-term housing solutions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

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

2. PROGRAM SITE LOCATION

Contractor will operate the Program at 1710 Imperial Avenue San Diego, CA 92101 (“Program Site”). The Program will operate year-round (“Program Operating Schedule”). Security and residential staff will be onsite 24 hours per day, seven days per week, including City holidays.

3. ADMINISTRATIVE OFFICE LOCATION

Contractor will maintain an administrative office at 3737 5th Ave #203 San Diego, CA 92103. The days and hours of operation are Monday through Thursday from 8:30 AM to 5:00 PM, and 8:30 AM to 4:30 PM on Friday.

4. PROGRAM DESCRIPTION

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

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

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

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

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

5. TARGET POPULATION & PROGRAM ELIGIBILITY

a. *Target Population*

The Program will serve single adults experiencing homelessness in the City with an emphasis on individuals who are enrolled in a permanent housing intervention or are process identifying permanent housing.

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

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

b. **INTENTIONALLY OMITTED**

c. *Program Eligibility*

i. Each Program Client will be:

1. Persons who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4)²;
2. Certified as homeless using HUD's preferred order of documentation (24 CFR §576.500(b)); third party certification is preferred; and
3. Age 18 or older.

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

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

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

6. PROGRAM SERVICES

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

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

- d. Basic shelter services, including but not limited to:
 - i. Appropriate 24-hour residential services and staffing;
 - ii. A maximum of 139 beds and other residential furnishings;
 - iii. A minimum of two meals per day in compliance with all applicable health and safety regulations;
 - iv. Showers, wash stations, restrooms, laundry facilities and/or laundry services, and belongings storage for Program Clients;
 - v. Routine operating and client supplies, including but not limited to hygiene products, basic first aid supplies, and cleaning supplies;
 - vi. Telephone access and message services;
 - vii. Regularly laundered linens; and
 - viii. Mail services.
- e. Coordination to support testing and vaccinations for communicable diseases.

7. SYSTEM COORDINATION

a. *Homeless Management Information System (HMIS)*

- i. Contractor must enter and maintain data in the RTFH-approved HMIS³.
- ii. Contractor must comply with all HMIS policies and procedures in effect during the term of this Agreement, as identified by RTFH, including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.
- iii. Contractor agrees to grant access to all data related to the Program in the RTFH-approved HMIS to all appropriate Commission staff for purposes of data analysis, compliance monitoring, and performance monitoring.

b. *Coordinated Entry System (CES)*

- i. CES is designed to identify the most vulnerable households experiencing homelessness in the region and prioritize and connect them to available community housing resources with as few barriers as possible.
 - 1. All programs providing services to persons experiencing homelessness have a role in CES.

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

2. The CES process includes access, assessment, homeless response system navigation, prioritization, referral to appropriate housing resources, and placement.
- ii. Contractor will participate in CES as established by RTFH and in alignment with RTFH policies and procedures⁴ in effect during the term of this Agreement, including but not limited to:
 1. Attendance at required trainings and CES alignment meetings;
 2. Adherence to the progressive engagement process to remedy a current housing crisis as quickly and efficiently as possible;
 3. Use of diversion conversations throughout all stages of engagement with Program Clients;
 4. Participation and data entry in the Homeless Management Information System (HMIS), including applicable data elements related to the CES process, as established by RTFH;
 5. Participation in case conferencing; and
 6. All permanent housing Programs must receive referrals and fill Program vacancies through CES; any exception to this requirement must be reviewed and approved by the Commission.
- c. ***Coordinated Shelter Intake***

The Program must participate in the Coordinated Shelter Intake process administered by the Commission.
 - d. ***Youth Homelessness Demonstration Program (YHDP)***
 - i. To support the efforts of the RTFH and the YHDP Coordinated Community Plan⁵, to provide more accessibility to mainstream programs for Transitional Age Youth (TAY) experiencing homelessness, Contractor staff must participate in trainings related to youth-specific service delivery, when and as determined by the Commission.
 - ii. In accordance with the YHDP Coordinated Community Plan, Contractor must work with the Commission, RTFH, and the Youth Action Board (YAB) to incorporate suggested Program and service changes as applicable to ensure safe and stable environments for TAY.

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

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

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

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

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

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

8. PROGRAM STANDARDS

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

- i. Contractor must submit complete policies and procedures, as set forth herein, to the Commission for review within 90 calendar days of Agreement effective date, and annually thereafter for any option period which may be exercised by the Commission in its sole discretion.
 1. The Commission will conduct review of policies and procedures for all minimum components identified below and will endeavor to provide technical assistance for ongoing improvement and modifications based on Program Client feedback, outcomes, and best practices.
 - a. The Commission may request to review the Program's current policies and procedures, in whole or in part, at any

time during the term of this Agreement, and Contractor must submit any requested documents to the Commission within 15 calendar days of request; and

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

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

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

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

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

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

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

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

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

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

b. *Public Health*

- i. Contractor is responsible for implementing business practices in compliance with state and/or local public health guidelines to prevent the spread of communicable diseases.
- ii. Contractor is responsible for notifying Program Clients to follow all public health guidelines of the Program and any public health orders in

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

effect during the term of this Agreement while accessing Program services.

- iii. Contractor shall provide any information or data requested by the Commission deemed necessary to coordinate a response to public health concerns or emergencies.

c. *Program Staffing*

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

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

d. ***Critical Incidents***

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

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

i. **Program Client Satisfaction**

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

ii. **Program Client Representation on Board**

Contractor agrees to coordinate and provide Program Client access to evaluation of the Program services through participation in a Program advisory group or as a client member of the Contractor's Board of Directors as required by all applicable regulations associated with the

funding provided under this Agreement¹⁰, or to the extent possible if not required by any regulation associated with funding under this Agreement.

f. ***Program Records***

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

9. PROGRAM SITE MANAGEMENT AND SECURITY

a. ***Program Site Management***

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

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

inhabitants of the Program Site and/or the condition of the Program Site.

3. Contractor shall indemnify and defend, with counsel of Commission's choosing, for all claims, liability, expenses, actions, causes of action, fines, and complaints of any and all types and kinds, related to the safety of inhabitants of the Program Site and the condition of the Program Site.
4. Nothing herein shall make Commission liable for the care or maintenance of the Program Site.

vi. Contractor must provide:

1. Janitorial services which include cleaning and keeping the premises in orderly condition. Duties may involve minor maintenance services as defined by the Service Contract Act (SCA) Directory of Occupations, section 11000, General Services and Support Occupations;
2. Waste removal and disposal services; and
3. Utilities.

b. *Program Site Security*

- i. Contractor must provide [PROGRAM SPECIFIC TIME] security to ensure a safe environment at the Program Site for Program Clients, volunteers, and others who may come in contact with the Program Site.
- ii. Security and safety measures include, but are not limited to:
 1. Security staffing plans, including any recommendations made by SDPD, if applicable, to include at a minimum:
 - a. Control of access to all ingress/egress points, and monitoring of the perimeter and interior of the Program Site;
 - b. Utilizing appropriate de-escalation techniques as necessary;
 - c. Enforcing no smoking rules;
 - d. Reporting any emergency situations to the fire and/or police department, directing persons to the exits, and directing emergency responders to incident locations;
 2. Staff must be trained on all emergency protocols, including how to alert and evacuate all persons in the event of a fire or other emergency;

3. Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage; and
4. All security staff, whether employed by the Contractor or staffed through a third-party vendor, must be trained on the following:
 - a. Cultural competency to best serve the target population;
 - b. All public health and infectious disease prevention safety measures in effect during the term of the Agreement;
 - c. The Program's terms of service; and
 - d. Critical incident reporting.

c. *Emergency Preparedness*

- i. Contractor must maintain an emergency preparedness plan ("Emergency Plan") in effect throughout the term of the Agreement. Contractor must:
 1. Provide a copy of the Emergency Plan to the Commission within 90 days of Agreement effective date;
 2. Review the Emergency Plan at the midpoint of the Agreement term, and at the midpoint of the term of each option year thereafter if exercised by the Commission in the Commission's sole discretion; and
 3. Provide a revised Emergency Plan to the Commission within 15 calendar days of implementing any revisions to the Emergency Plan.
- ii. The Emergency Plan must include, at a minimum:
 1. Identification of the person(s) at the Program Site who is responsible for the initial response and subsequent action to be taken in the event of an emergency ("who's in charge") during each shift.
 2. Emergency phone numbers and resources, as well as a contact protocol for Contractor and Commission staff, accessible to all staff and security at the Program Site at all times.
 3. As applicable, emergency evacuation plan, posted/displayed at the Program Site at all times, which includes, at a minimum:
 - a. Map of designated meeting locations for evacuees;
 - b. Plan for immediate evacuation;
 - c. Plan for delayed evacuation;
 - d. Shelter-in-place procedure; and

- e. Re-entry procedure.
4. Fire escape emergency plan and compliance with Fire Marshal inspections and recertifications as needed.
5. Emergency procedures for the following events:
 - a. Fire;
 - b. Earthquake;
 - c. Flood;
 - d. Wildfire;
 - e. Tsunami;
 - f. Gas leak;
 - g. Power outage;
 - h. Medical emergencies; and
 - i. Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations
6. Locations of emergency equipment and supplies, posted/displayed at the Program Site at all times.
7. Locations of utility and sprinkler shutoffs, posted/displayed at the Program Site at all times.
8. Annual training on the Emergency Plan for all staff working at the Program Site.

d. *Community Engagement*

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

- iii. Contractor must attend meetings with community and other neighborhood groups as directed by the Commission.

10. MONITORING AND IMPROVEMENT ACTIVITIES

- a. Contractor must actively participate in compliance, performance monitoring, and improvement activities administered by the Commission.
- b. Commission staff involved in monitoring and/or administrating the Agreement, and providing guidance or technical support to the Contractor, may visit the Program Site from time to time. The Commission will make every effort to preschedule these visits, but that may not always be possible.
- c. Attendance is required at the Commission's Fiscal Year Kickoff Workshop.
- d. Contractor must participate in community-wide training(s) offered by the Commission or RTFH.
- e. Contractor must participate in any future assessments that may be conducted through a third party consultant to assist the Commission, the City, and the Contractor in ensuring Program design best meets the needs of the population being served, and aligns with national best practices and regional standards as determined by the Commission and RTFH.

11. MATCH AND LEVERAGE/IN-KIND COMMITMENTS

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

12. PROGRAM OUTCOMES

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

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Persons/Households Served	# of Persons Served	Reporting Only
	Occupancy Rate	At Least 95%
Exits	Positive Outcomes	At least 26% exit to Permanent Housing
		At least 30% exit to Permanent or Other Longer-Term Housing
	Negative Outcome	Less than 10% leave program due to violation of terms of service (involuntary exit)
	Exits to other Emergency Shelters and Places Not Meant for Habitation	Reporting Only
Length of Participation	Average Length of Stay for All Persons Exiting the Program	Reporting Only
	Average Length of Stay for Persons Exiting the Program to Permanent Housing	150 days or less
	Length of Stay for All “Stayers” in the Program	Reporting Only
Housing Stability	Returns to Homelessness	No more than 12% of clients exiting to permanent housing will return to homelessness within six months of exiting the Program
Improved Self-Sufficiency	% of Adults who maintained or increased income from any source from entry to exit	Reporting Only

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
	% of Adults who maintained or increased employment income from entry to exit	

13. REQUESTS FOR REIMBURSEMENT (RFR)

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

14. REVERSION

Upon the expiration, breach, or termination of this Agreement, the Contractor agrees that the Commission may reallocate any and all compensation on hand at the time of the expiration or termination or breach, together with any and all accounts receivables attributable to the use of the compensation, as Commission shall determine in its sole

discretion. Commission may procure alternative and/or additional Contractors to perform work in compliance with Commission's Procurement Policy.

15. MEDIA/COMMUNICATIONS

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

16. CLOSE-OUTS

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

17. COVID-19 EMERGENCY RESPONSE

- a. Contractor shall comply with the requirements of Section 8.b of this Contract.

- b. Services provided under this Agreement may include the provision of services at other sites as deemed necessary or appropriate by the City of San Diego and directed by the Commission to best serve Program Client needs under County, State or Federal directions or restrictions related to mitigating the spread of COVID-19.
- c. While operating under COVID-19 emergency response activities, the number of beds/units and/or individuals/households the Contractor is expected to support under the current detailed staffing numbers and related expenses as reflected in the approved budget, may be modified based on the Contractor's, the City's, and the City's enlisted partners ability to logistically support Program services and activities.
- d. Any necessary adjustments to specific line item amounts as detailed in the Contract Attachment No. 3 will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.
- e. Any proposed increases to the overall budget may be requested in writing by the Contractor. Such requests may be reviewed and approved by the Commission in its sole discretion.

CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE

A detailed budget as agreed to by the parties is incorporated herein by this reference. Any necessary adjustments to specific line item amounts included in the detailed budget will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.

Contractor shall submit requests for reimbursements and invoices in compliance with the approved budget.

[INSERT BUDGET SUMMARY HERE]

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