

From: [Rodenbo, Kyle](#)
To: [Vanderhagen, Jayne](#)
Cc: [McGinnis, Nicole](#)
Subject: RE: Revised Alpha Project License for Palm Ave
Date: Wednesday, December 22, 2021 11:33:57 AM
Attachments: [image001.png](#)

Hi Jayne,

That looks good and is ready for signature. Thanks for your help on this.

Kyle

Kyle Rodenbo
Program Coordinator
Homelessness Strategies & Solutions Department
City of San Diego
rodenbok@sandiego.gov

From: Vanderhagen, Jayne <JVanderhagen@sandiego.gov>
Sent: Wednesday, December 22, 2021 11:30 AM
To: Rodenbo, Kyle <RodenboK@sandiego.gov>
Cc: McGinnis, Nicole <NMcGinnis@sandiego.gov>
Subject: Revised Alpha Project License for Palm Ave
Importance: High

Hi Kyle.

Please review the attached documents and let me know if I can send the new license with a termination date of 6/30/22 to Alpha Project for signature.

Thank you.

Jayne Vanderhagen
Supervising Property Agent, Real Estate Lease Administration
Department of Real Estate and Airport Management
City of San Diego
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6210
F (619) 236-6706
sandiego.gov

Vanderhagen, Jayne

From: Rodenbo, Kyle
Sent: Tuesday, December 28, 2021 10:32 AM
To: Vanderhagen, Jayne
Cc: McGinnis, Nicole
Subject: RE: Revised Alpha Project License for Palm Ave

Follow Up Flag: Follow up
Flag Status: Flagged

They are currently working on a 90-day extension and then an amendment to align with the license. They said the extension should be quick and I can get that to you once I receive it.

Kyle Rodenbo
Program Coordinator
Homelessness Strategies & Solutions Department
City of San Diego
rodenbok@san Diego.gov

From: Vanderhagen, Jayne <JVanderhagen@san Diego.gov>
Sent: Tuesday, December 28, 2021 10:21 AM
To: Rodenbo, Kyle <RodenboK@san Diego.gov>
Cc: McGinnis, Nicole <NMcGinnis@san Diego.gov>
Subject: RE: Revised Alpha Project License for Palm Ave

Hi Kyle.

Thank you for providing the agreement however, it expires in 3 days. Is there another one in the works?

Jayne Vanderhagen
Supervising Property Agent, Real Estate Lease Administration
Department of Real Estate and Airport Management
City of San Diego
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6210
F (619) 236-6706
san Diego.gov

 Department of Real Estate
and Airport Management

From: Rodenbo, Kyle <RodenboK@san Diego.gov>
Sent: Tuesday, December 28, 2021 10:14 AM
To: Vanderhagen, Jayne <JVanderhagen@san Diego.gov>

Cc: McGinnis, Nicole <NMcGinnis@sandiego.gov>
Subject: RE: Revised Alpha Project License for Palm Ave

Hi Jayne,

Please see the attached operating agreement. It references Cortez Hill but the address is the Palm Ave location.

Kyle

Kyle Rodenbo
Program Coordinator
Homelessness Strategies & Solutions Department
City of San Diego
rodenbok@sandiego.gov

From: Vanderhagen, Jayne <JVanderhagen@sandiego.gov>
Sent: Wednesday, December 22, 2021 12:20 PM
To: Rodenbo, Kyle <RodenboK@sandiego.gov>
Subject: RE: Revised Alpha Project License for Palm Ave

Thank you.

Jayne Vanderhagen
Supervising Property Agent, Real Estate Lease Administration
Department of Real Estate and Airport Management
City of San Diego
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6210
F (619) 236-6706
sandiego.gov

 Department of Real Estate
and Airport Management

From: Rodenbo, Kyle <RodenboK@sandiego.gov>
Sent: Wednesday, December 22, 2021 12:06 PM
To: Vanderhagen, Jayne <JVanderhagen@sandiego.gov>
Cc: McGinnis, Nicole <NMcGinnis@sandiego.gov>
Subject: RE: Revised Alpha Project License for Palm Ave

We don't have a copy, I'll ask SDHC for one, and get back to you.

Kyle Rodenbo
Program Coordinator
Homelessness Strategies & Solutions Department
City of San Diego
rodenbok@sandiego.gov

From: Vanderhagen, Jayne <JVanderhagen@sanidiego.gov>
Sent: Wednesday, December 22, 2021 11:55 AM
To: Rodenbo, Kyle <RodenboK@sanidiego.gov>
Cc: McGinnis, Nicole <NMcGinnis@sanidiego.gov>
Subject: RE: Revised Alpha Project License for Palm Ave
Importance: High

Kyle,

I am still missing the Operating Agreement between SDHC and Alpha Project. I have the MOU. The Operating Agreement is an exhibit to the License so I will need this before I can send it out for signature. I never received it for the previous license.

Thank you.

Jayne Vanderhagen

Supervising Property Agent, Real Estate Lease Administration
Department of Real Estate and Airport Management
City of San Diego
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6210
F (619) 236-6706
sanidiego.gov

 Department of Real Estate
and Airport Management

From: Rodenbo, Kyle <RodenboK@sanidiego.gov>
Sent: Wednesday, December 22, 2021 11:34 AM
To: Vanderhagen, Jayne <JVanderhagen@sanidiego.gov>
Cc: McGinnis, Nicole <NMcGinnis@sanidiego.gov>
Subject: RE: Revised Alpha Project License for Palm Ave

Hi Jayne,

That looks good and is ready for signature. Thanks for your help on this.

Kyle

Kyle Rodenbo
Program Coordinator
Homelessness Strategies & Solutions Department
City of San Diego
rodenbok@sanidiego.gov

From: Vanderhagen, Jayne <JVanderhagen@sanidiego.gov>
Sent: Wednesday, December 22, 2021 11:30 AM
To: Rodenbo, Kyle <RodenboK@sanidiego.gov>

Cc: McGinnis, Nicole <NMcGinnis@sandiego.gov>
Subject: Revised Alpha Project License for Palm Ave
Importance: High

Hi Kyle.

Please review the attached documents and let me know if I can send the new license with a termination date of 6/30/22 to Alpha Project for signature.

Thank you.

Jayne Vanderhagen

Supervising Property Agent, Real Estate Lease Administration
Department of Real Estate and Airport Management
City of San Diego
1200 Third Avenue, Suite 1700
San Diego, CA 92101

T (619) 236-6210
F (619) 236-6706
sandiego.gov

 Department of Real Estate
and Airport Management

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR CORTEZ HILL FAMILY CENTER INTERIM HOUSING
PROGRAM

WITH
ALPHA PROJECT FOR THE HOMELESS

Contract No. HHI-22-38

THIS AGREEMENT, entered into this 16th day of December 2021,
effective July 1, 2021

between the Commission:

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

and the Subrecipient:

ALPHA PROJECT FOR THE HOMELESS
3737 Fifth Avenue, Suite 203
San Diego, CA 92103
619-542-1877

is as follows:

101. DESCRIPTION OF WORK

Subrecipient shall provide Cortez Hill Family Center Interim Housing 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, 2021

through December 31, 2021.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Subrecipient 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 FIVE HUNDRED SIXTY-ONE THOUSAND EIGHT HUNDRED NINETY-THREE AND NO/100 DOLLARS (\$561,893.00). Subrecipient acknowledges that the Commission is under no obligation to compensate Subrecipient for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Subrecipient 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, Subrecipient shall promptly notify the Commission.

The Subrecipient shall provide a minimum of \$211,934.57 in matching funds through leveraged or in kind resources to enhance program services and operations.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Subrecipient at any time during the term of the Agreement, or any extension thereto, in the event that the City of San Diego, Commission, and/or the Housing Authority of the City of San Diego ("Housing Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

c. Method of Payment

The Subrecipient shall submit a requisition to the Commission specifying the amount due for services performed by the Subrecipient'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 Subrecipient 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 Subrecipient at the address given above.

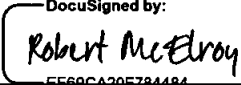
105. NOTICES

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

Signature Page to Agreement for Cortez Hill Family Center Interim Housing Program with Alpha Project for the Homeless (Contract No. HHI-22-38):

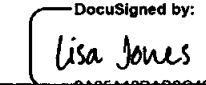
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

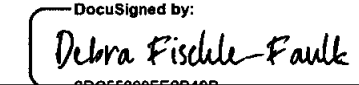
SUBRECIPIENT:
ALPHA PROJECT FOR THE HOMELESS

By:  DocuSigned by:
EF60CA20E784484... Date: 12/15/2021
Bob McElroy
President & CEO

COMMISSION:
SAN DIEGO HOUSING COMMISSION

By:  DocuSigned by:
EE0040404B04474... Date: 12/16/2021
Jeff Davis
Deputy Chief Executive Officer

By:  DocuSigned by:
9A95A130AB9042C... Date: 12/16/2021
Lisa Jones
Executive Vice President, Strategic Initiatives

By:  DocuSigned by:
0BC55000FE2B49B... Date: 12/16/2021
Debra Fischle-Faulk
Senior Vice President, Compliance & Equity Assurance

Approved as to Form:
Christensen & Spath LLP

By:  DocuSigned by:
256EBE568AE4A0... Date: _____
Charles Christensen
General Counsel for San Diego Housing Commission

DS


CONTRACT ATTACHMENT NO. 1

GENERAL PROVISIONS

201. Status of Subrecipient and Designated Representative.

(a) Subrecipient acknowledges that Subrecipient is an independent Subrecipient, 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 Subrecipient 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 Subrecipient shall follow the direction of the Commission concerning the end results of the performance.

(b) Subrecipient 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 Subrecipient's qualifications, experience, and personnel identified, Subrecipient 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 Subrecipient'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) Subrecipient shall identify a designated representative for the purposes of this Agreement. In the event Subrecipient changes its designated representative for the purposes of this Agreement, Subrecipient 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 Subrecipient shall be the property of the Commission from the moment of their preparation, and the Subrecipient shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Subrecipient 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 Subrecipient pursuant to this Agreement (including any duplicate copies kept by the Subrecipient) 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 Subrecipient 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 Subrecipient, at the time the information was provided to Subrecipient by the Commission;
 - (ii) subsequently becomes publicly known, through no act or omission of Subrecipient;
 - (iii) becomes known to Subrecipient 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 Subrecipient, 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. Subrecipient 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 Subrecipient, including but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product and any other documents, data, and/or records pertaining to all matters covered in this Agreement, or required by the Operating Manual.

(b) **Accounting Records.** Subrecipient shall maintain, complete and accurate accounting records, in accordance with Generally Accepted Accounting Principles (GAAP) in the industry. Subrecipient 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, Subrecipient 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 Subrecipient), all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and/or evaluating Subrecipient's performance of its obligations and/or duties under this Agreement. The Commission, 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 Subrecipient is unable to make any Project Records available for inspection within the County of San Diego, then Subrecipient shall pay all of the Commission's travel-related costs to inspect and/or audit the Project Records at the location where the Project Records are maintained. Any refusal by Subrecipient to fully comply with the provisions of this section shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

(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, Subrecipient 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), Subrecipient shall store all Project Records for a period of not less than five (5) years after the Subrecipient's final submission of all required reports under this Agreement, or five (5) years after the Commission and Subrecipient make all final payments, or until all pending matters (including audit findings) have been resolved, whichever is longest. All Project Records shall be kept at the Subrecipient's regular place of business. At any time during the storage period, Subrecipient 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, Subrecipient 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 Subrecipient 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. Subrecipient's Liability

Subrecipient 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, Subrecipient 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, Subrecipient shall maintain, in full force and effect, Commercial Automobile Liability Insurance for all of Subrecipient'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 Subrecipient 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, Subrecipient shall maintain, in full force and effect, Workers' Compensation Insurance for Subrecipient'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 Subrecipient 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 Subrecipient 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 Subrecipient, 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. Subrecipient 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 Subrecipient's Insurance Policies. The City and the Commission, reserve their rights to request, and Subrecipient 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, Subrecipient'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 Subrecipient 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 Subrecipient.

(i) **Subrecipient's Liability Not Limited to Insurance Coverage.** Subrecipient's liability, including, but not limited to, Subrecipient'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.** Subrecipient 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.** Subrecipient 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, Subrecipient shall provide to Commission an insurance certificate showing that a new or extended policy has been obtained which meets the requirements of this Agreement. Subrecipient 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 Subrecipient 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

Subrecipient 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, Subrecipient 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 Subrecipient 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) Subrecipient 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 Subrecipient relating to this Agreement. If the Commission or Subrecipient becomes aware at any time during the Term of this Agreement of any financial or economic interest, the Subrecipient 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 Subrecipient 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, Subrecipient 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, Subrecipient 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 Subrecipient's relevant financial interests.

For the duration of this Agreement, the Subrecipient will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, 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. Subrecipient shall file a Form 700 (Assuming Office Statement) within thirty (30) calendar days of the Commission's determination that Subrecipient is subject to the City of San Diego's conflict of interest regulations. Subrecipient 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 Subrecipient was subject to the City of San Diego's conflict of interest regulations.
- 2) If the Commission requires Subrecipient to file a statement of economic interests as a result of the obligations and duties performed, Subrecipient shall be considered a "City Official," subject to the provisions of the City of San Diego's Ethics Ordinance, including the prohibition against lobbying the City of San Diego for one year following the termination of this Agreement.

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

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

(f) If Subrecipient 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 Subrecipient to liability to the Commission for attorney's fees and all damages sustained as a result of the violation.

211. Equal Opportunity Programs

(a) Subrecipient 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. Subrecipient is individually responsible for abiding by its contents.

(b) Subrecipient 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) Subrecipient 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) Subrecipient shall provide equal opportunity in all employment practices.

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

(g) Subrecipient 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 Subrecipient 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 Subrecipient from participating in future Commission or City of San Diego contracts until all penalties have been satisfied.

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

212. Non-Discrimination in Contracting

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

(b) Subrecipient 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, Subrecipient shall require provide the Commission a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Subrecipient 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 Subrecipient for each subcontract or supply contract. Subrecipient 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 Subrecipient shall be considered a material breach of their agreement with Commission, and may result in remedies being ordered against Subcontractor 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

Subrecipient 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. Subrecipient 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. Subrecipient shall hire qualified local residents and firms, whenever feasible.

214. Living Wage Ordinance

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

215. Americans With Disabilities Act

Subrecipient 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. Subrecipient 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

Subrecipient shall comply with the Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Agreement by this reference. Subrecipient 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 Subrecipient'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 Subrecipient'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 Subrecipient's main office and at any job site large enough to necessitate an on-site office.

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

219. Lobbying Provisions

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

(d) Subrecipient shall disclose to the Commission any funds from any other source which have been paid by Subrecipient (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) Subrecipient 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

Subrecipient shall comply with the provisions of City Administrative Regulation 95.65 regarding product endorsements. Subrecipient 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

Subrecipient 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

Subrecipient ensures recognition of the role of the federal ESG and/or CDBG Program in funding Subrecipient'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

Subrecipient 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 Subrecipient to the procedures set forth in the Operating Manual must be requested by Subrecipient, 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, Subrecipient 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), Subrecipient 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, Subrecipient 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) Subrecipient 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) Subrecipient shall immediately give the Commission access to documents and records sufficient for the Commission to verify that Subrecipient 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

Subrecipient 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

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

228. Davis-Bacon Act

Subrecipient agrees that in performing its obligations and duties under this Agreement, Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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, Subrecipient 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. Reversion of Assets

Upon the expiration, breach, or termination of this Agreement, Subrecipient agrees that Commission may reallocate all any and all Compensation on hand at the time of the expiration or termination or breach, together with any and all accounts receivables attributable to the use of the Compensation, as the Commission shall determine in its sole discretion. Commission may procure alternative and/or additional Subrecipients to perform work using the CDBG and/or ESG funds in compliance with Commission’s Procurement Policy and in compliance with the terms of the Fiscal Year 2020 ESG, CDBG and General Fund Subrecipient Agreement between the City of San Diego and Commission utilizing the reallocated Compensation and accounts receivable if any.

236. Fair Housing Act

Subrecipient 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, Subrecipient 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) Subrecipient 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) Subrecipient 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.

237. Section 504

Subrecipient 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 Subrecipient with any guidelines necessary for compliance with that portion of the regulations applicable during the term of this Agreement.

238. Lead-Based Paint

Subrecipient 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.

239. Resource Conservation and Recovery Act

Subrecipient 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.

240. Plan of Operation

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

241. Correction of Work

The performance of services by the Subrecipient shall not relieve the Subrecipient 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 Subrecipient, provided such work has not been accepted in writing by an authorized representative of the Commission.

242. Subcontracting

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

(b) In order to obtain consent, Subrecipient 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 Subrecipient 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 Subrecipient to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated. 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.

243. Assignability

(a) The Subrecipient 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 Subrecipient 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.

244. Changes or Amendments

Subrecipient acknowledges and agrees to fully perform the entire Scope of Services. In the event that Subrecipient is unable to perform any portion of the Scope of Services, Subrecipient 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 Subrecipient shall provide the Commission with a proposal regarding how the Subrecipient intends to address this inability to perform. Subrecipient 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 Subrecipient.

245. Extension of Contract Term

(a) Provided, that the Subrecipient 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 Subrecipient.

(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 Subrecipient and that the stated terms and conditions of the Agreement shall be adhered to by the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, 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.

246. Entire Agreement

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

247. 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.

248. 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.

249. Correction of Work

The performance of services by the Subrecipient shall not relieve the Subrecipient 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 Subrecipient, provided such work has not been accepted in writing by an authorized representative of the Commission.

250. Termination

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

251. 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.

252. 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.

253. 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.

254. 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.

255. Covenants and Conditions

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

256. No Waiver

No failure of either the Commission or Subrecipient 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.

257. 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.

258. 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.

259. 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. Subrecipient 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.

260. 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.

261. Headings

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

262. Exhibits Incorporated

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

263. Independent Subrecipient

Subrecipient acknowledges Subrecipient and its subSubrecipients are independent Subrecipients, and not agents or employees of Commission. Any provision of this Agreement that may appear to give Commission a right to direct Subrecipient 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 Subrecipient shall follow the direction of Commission concerning the end results of the performance.

264. CDBG/ESG/GF Funding

Commission and Subrecipient agree that, upon receipt of the funding agreements from the City of San Diego, the parties will amend the General Provisions as set forth above to incorporate all required terms contained therein. If Subrecipient refuses to execute an amendment as set forth herein, Commission shall have the right to immediately terminate this Agreement as set forth in these General Provisions. If funding approval is not received from the City on or before the 30th day of November of each year, the Commission may terminate this agreement upon service of a written notice to Subrecipient. This right to terminate is in addition to the right of the Commission to terminate this agreement immediately, upon the refusal of Subrecipient to execute an amendment to this contract incorporating the applicable funding provisions into the General Conditions of this Agreement.

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the "City") comprehensive approach to ending homelessness, Alpha Project for the Homeless (the "Subrecipient") will operate the Cortez Hill Family Center (the "Program") interim housing program. Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier interim housing, as well as stabilization and supportive services, to prepare homeless families with children 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 supports the City of San Diego's Community Action Plan (the "Action Plan"), which provides a roadmap for addressing and ending homelessness in the City. The Action Plan identifies Interim Housing 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 within the Action Plan for a more comprehensive, humane, and effective approach to addressing and ending homelessness in San Diego.

2. PROGRAM SITE LOCATION

The Subrecipient will operate the Program at 1788 Palm Ave, San Diego CA, 92154 or at another site as determined by the Commission ("Program Site"), or at scattered site location(s) as determined by the Commission. Security and residential staff will be at the Program Site 24 hours per day, 7 days per week, including holidays.

3. ADMINISTRATIVE OFFICE LOCATION

The Subrecipient will maintain an administrative office at 3737 Fifth Ave, Ste 203, San Diego, CA 92103. The days and hours of operation are: Monday through Thursday, 8:30 AM to 5:00 PM, and Fridays 8:30 AM to 4:30PM.

4. PROGRAM DESCRIPTION

The Program will provide families with children experiencing homelessness, who have not been successfully diverted from the homeless assistance system, with interim housing and diverse supportive services, including but not limited to, stabilization and housing relocation services. The Program is intended to be a short-term solution to assist households in transitioning to the most appropriate longer term or permanent housing resource available in the community. All services provided by the Program are focused on supporting a household to access permanent or other longer term housing as quickly as possible.

The Program will utilize trauma-informed care, motivational interviewing, and a harm reduction model. The system design will effectively serve clients in a welcoming and solutions-focused environment. The Subrecipient's corporate culture must support this environment and be reflected in client interactions and within the daily operations of the

Program. All services must client-centered, housing-focused, and easily accessible to clients. 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 Subrecipient will adhere to all Regional Task Force on the Homeless (RTFH) performance standards and requirements. The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies.

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. Any unanticipated work that would require the payment of prevailing wages shall be the subject of a separate agreement and shall be subject to the payment of accurate prevailing wage rates and all required state and/or federal labor laws.

5. PROGRAM SERVICES

a. Target Population/Geographical Area

The program will serve families with children that are highly vulnerable and in greatest need of shelter. All persons served by the Program will be referred by the Commission's Coordinated Intake process. In alignment with RTFH community standards, families that are considered highly vulnerable include:

- 1) Homeless families with a disability with long periods of episodic homelessness and severe service needs;
- 2) Homeless families with a disability with severe service needs;
- 3) Homeless families with a disability coming from places not meant for human habitation;
- 4) Homeless families fleeing domestic violence; and
- 5) Homeless families coming from places not meant for human habitation.

b. Persons Served

During the term of this Agreement, unless terminated early, Subrecipient will provide interim housing and supportive services to a minimum of 135 families with children experiencing homelessness, consisting of a minimum of 450 unduplicated individuals, ranging from infants to adults. The number of persons and households served at any one time will be dependent on the availability of Commission and City resources and the site location as determined by the Commission and City.

c. Program Eligibility

- 1) Each Program participant will be:
 - a) Individuals who meet the U.S. Department of Housing & Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of

Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4); and

- b) Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred.
- 2) In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility and continued stay include, but are not limited to, the following:
- a) Sobriety and/or commitment to be drug-free;
 - b) Requirements to take medication if the participant has a mental illness;
 - c) Participation in religious services or activities;
 - d) Participation in drug treatment services (including NA/AA);
 - e) Payment or ability to pay; or
 - f) Identification, with the exception of any necessary documentation to prove custodial relationship between minor(s) and adult(s) in a household.

d. *Program Components*

- 1) Housing First program with low barriers to entry and operations;
- 2) Housing focused program which aims to resolve clients' homelessness as quickly as possible while also meeting client's basic needs;
- 3) Participation in intakes, screenings, assessments, and case conferencing for CES, as established by RTFH community standards and policies;
- 4) Access to case management services, including but not limited to:
 - a) A formal intake and move-in process, as defined by Program policies and procedures, including information on any scattered sites' policies and rules to be followed by all clients;
 - b) Self-sufficiency needs assessment, as established by the Subrecipient based on best practices for the population served, or as established by RTFH community standards and policies;
 - c) Development of client housing plan, including stabilization strategies and client goals and objectives;
 - d) Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate;
 - e) Assistance in locating safe and affordable permanent or other longer term housing for clients, including determining diversion opportunities or housing interventions outside of CES;

- f) Assistance with housing applications and supportive and subsidized housing paperwork;
 - g) Advocacy for clients with prospective landlords;
 - 5) Supportive services, including but not limited to:
 - a) Provision of resources/referrals for counseling services; and
 - b) Provision of resources/referrals for health, wellness, and recovery activities;
 - 6) Basic Services, including but not limited to:
 - a) Appropriate 24-hour residential services and staffing at the Program Site, or on-call staffing to address client emergencies at scattered site location(s);
 - b) A minimum of two (2) meals per day;
 - c) Showers, wash stations and restrooms in an ADA-compliant environment at the Program Site;
 - d) Routine operating supplies for clients and staff, including but not limited to hygiene products, basic medical supplies, and cleaning supplies at the Program Site or if not provided at designated scattered site location(s);
 - e) Telephone access and message services, including an ADA-compliant telephone, at the Program Site;
 - f) Janitorial and routine maintenance and repair services at the Program Site;
 - g) Minimal facility repairs and maintenance at the Program Site, including but not limited to, pest control, technology repairs, and general repairs;
 - h) Waste removal and disposal at the Program Site;
 - i) Laundry services;
 - j) Access/resources to testing for communicable diseases provided directly by the City or County of San Diego;
 - k) Utilities at the Program Site;
 - 7) Collect client satisfaction data and report quarterly to the Commission. Include summarizing of method of data collection during the reporting period, the assessment of the data, and how the findings were incorporated into service delivery and program design
- e. ***Affordable Housing Fund (AHF) Program Activities***
- 1) **Eligible Activities**
 - a) *Occupancy Expenses:*
 - (1) Must comprise at least 75% of grant funds;
 - (2) Costs related to operating the building, including items such as:

- (a) Normal repairs & maintenance;
 - (b) Utilities (gas, electric, water, sewer);
 - (c) Cleaning of the building;
 - (d) Janitorial supplies;
 - (e) Landscape maintenance;
 - (f) Security of the building;
 - (g) Building rent/lease payments;
 - (h) Pest control;
 - (i) Elevator servicing;
 - (j) Property insurance; and
 - (k) Salaries of personnel who repair or protect the building's condition;
- (3) Costs do not include property rehabilitation costs or expenses for purchasing new equipment or furnishings.
- b) *Administrative and Support Expenses:*
- (1) Must comprise up to 25% of grant funds;
 - (2) Costs related to program administrative and support services, including items such as:
 - (a) Administrative salaries and benefits;
 - (b) Telephone;
 - (c) Cable services;
 - (d) Maintenance and repair of office equipment;
 - (e) Paper shredding services;
 - (f) Internet services;
 - (g) Non-building-related expenses;
 - (h) Indirect costs (calculated in accordance with OMB Circular No. A-122); and
 - (i) Program costs such as food and participant transportation.

2) Ineligible Activities

- a) Goods/services received or paid before or after the current fiscal year (July 1 – June 30):

(1) Exception for year-end expenses paid in the following fiscal year, such as a utility bill for June/July service period (should be claimed in the month it was paid);

(2) Prepaid expenses, such as insurance or service contracts, may be claimed on a monthly pro-rata basis;

b) Catered food;

c) Food for staff meetings or agency events;

d) Furniture and equipment purchases (including tools);

e) Late payment fees;

f) Mobile phone expenses;

g) Remodeling; and

h) Delivery fees.

3) Award Draw Timeline

a) Subrecipient is permitted to draw up to one twelfth of award per month, with no more than 25 percent of the cumulative draws allocated to administrative and support expenses.

b) Subrecipient is responsible for ensuring accounting staff understand and follow Program rules for draw.

f. *Community Engagement*

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.

g. *Security and Site Control*

1) Designate a point-of-contact who is available at all times to address issues that may arise at the Program Site or any scattered site location(s) and coordinate security issues with the SDPD;

2) Provide 24-hour security and site control at the Program Site, to ensure a safe environment for clients, volunteers, and others who may come in contact with the Program.

- a) Security staffing plans must include any recommendations made by SDPD to ensure site control;
 - b) Security staff will control access to the ingress/egress points, with additional security/residential staff members patrolling the perimeter of the facility and the dormitory areas;
 - c) Security will be responsible for monitoring occupants, enforcing no smoking rules, reporting any emergency situations to the fire or police department, directing occupants to the exits and directing emergency responders to incident locations;
 - d) Staff must be trained on all emergency protocols, including how to alert and evacuate all clients in the event of a fire or emergency; and
 - e) Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage.
- 3) Subrecipient must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred. 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.

h. *Emergency Preparedness*

Subrecipient will maintain an emergency preparedness plan, and provide a copy of the plan to the Commission within 60 days of Agreement effective date. Subrecipient must review the plan at the midpoint of the term of the Agreement, and at the midpoint of the term of each option year thereafter if exercised by the Commission in the Commission's sole discretion, and provide a revised plan within 15 calendar days of implementing revisions of the plan. The plan must include, at a minimum:

- 1) Identification of the person(s) at the Program 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, including coordination with staff at scattered site location(s).
- 2) Emergency phone numbers and resources, as well as a contact protocol for Subrecipient 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, a fire watch at all times (including hourly logs), and compliance with Fire Marshal inspections and recertifications as needed.
 - 5) Emergency procedures for the following events:
 - a) Fire;
 - b) Earthquake;
 - c) Flood;
 - d) Wildfire;
 - e) Tsunami;
 - f) Gas leak;
 - g) Power outage;
 - h) Medical emergencies;
 - i) Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations
 - 6) Locations of emergency equipment and supplies, posted/displayed at the Program Site at all times.
 - 7) Locations of utility and sprinkler shutoffs at the Program Site, posted/displayed at the Program Site at all times.
 - 8) Annual training on the emergency preparedness plan for all staff working at the Program Site.
- i. ***System Coordination***
- 1) ***Coordinated Entry System (CES)***

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

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

The Program will participate in the Commission's Coordinated Intake process, as directed by the Commission. All referrals of new clients to the Program will be received

through the Coordinated Intake process and any exceptions must be approved by the Commission.

3) *Youth Homeless Demonstration Program (YHDP) Grant*

- a) To support the efforts of the RTFH and the YHDP Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth (TAY) experiencing homelessness, Subrecipient staff will participate in trainings related to youth-specific service delivery, when and as determined by the Commission.
- b) In accordance with the YHDP Coordinated Community Plan, Subrecipient will 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) *2-1-1 San Diego Participation*

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

5) *Community Information Exchange (CIE)*

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

6. PROGRAM STANDARDS AND PERFORMANCE MONITORING

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

- 1) Subrecipient must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
- 2) Subrecipient will attend and contribute to compliance meetings or trainings (sharing Subrecipient's expertise and learning from others), and partner with the Commission in a collaborative improvement process by identifying and implementing improvements.
- 3) Subrecipient must comply with requirements for care and maintenance of facilities, including participation in semiannual facility inspections by Commission staff,

performance of required maintenance, and timely notification of any issues at facilities to Commission staff.

- 4) Commission staff involved in monitoring and/or administering the Agreement, and providing guidance or technical support to the Subrecipient, may visit the Program site from time to time. Generally, these visits will be prescheduled but that may not always be possible. When Commission staff make unscheduled visits they will do what they can to minimize any disruption and will not unnecessarily ask direct service delivery staff to redirect their time towards the unscheduled visit. However, any cooperation/communication Commission staff may need from site staff is expected.
- 5) Subrecipient shall submit complete policies and procedures to the Commission for review as set forth herein within 60 calendar days of Agreement effective date. Subrecipient must provide current policies and procedures to the Commission at any time during the term of this Agreement within 15 calendar days of request by the Commission. Subrecipient is expected to review their policies and procedures annually. The Commission will conduct review of policies and procedures at the start of the initial term of the Agreement for all minimum components identified below and will provide technical assistance and collaborate for ongoing improvement and modifications based on client feedback, outcomes, and best practices. Any changes to the policies and procedures shall be submitted to the Commission for review. The Commission reserves the right to request changes to Program policies and procedures throughout the term of the Agreement. Policies and procedures submitted must be organized and include a table of contents outlining all content including forms and other appendices. Program policies and procedures must include, at a minimum, the following components:
 - a) Project design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, diversion strategies, and cultural competency best practices, and including plan for how internal and external resources and partnerships will be utilized to maximize services provided to clients;
 - b) Required trainings will be conducted annually including Cultural Competency and fair housing training, if applicable. Staff are expected to apply training in service delivery, engagements, and communications with clients;
 - c) Service description and delivery method for the following:
 - (1) Diversion
 - (2) Intake process and eligibility criteria; intake policies should reflect that Program will use, at a minimum, City shelter universal intake documentation and Terms of Service.
 - (3) Housing location and system navigation; and
 - (4) Case management including assessment, development of housing plan, case note documentation, issuance of RTFH-approved triage tool for all Program clients, when needed and appropriate.

- d) Program exit procedures and termination policies
- e) Procedure to be used for clients with Limited English Proficiency
- f) Procedure for verifying and documenting homelessness that is compliant with HUD's recordkeeping and reporting requirements and RTFH's community standards, including third-party due diligence after project entry. The procedures must require documentation at intake of the evidence relied upon to establish and verify homelessness and must establish the order of priority for obtaining evidence. Lack of third party documentation should not be a barrier to project entry if the participant is otherwise eligible;
- g) Procedures to be used for verifying and documenting homelessness must:
 - (1) Incorporate HUD's definition of homeless and chronic homelessness;
 - (2) Identify the categories that apply to the project;
 - (3) Document HUD's preferred order of verification with examples of documentation for each order;
 - (4) Method for obtaining the documentation to verify each order;
 - (5) Process for verifying homelessness at intake while ensuring lack of third-party documentation is not a barrier to program entry; and
 - (6) Steps taken to obtain any outstanding third-party verifications when unable to obtain prior to program enrollment
- h) Low barrier guidelines based on Housing First principles, which will be displayed on site at all times. Programs using a scattered site model may fulfill this requirement by posting the guidelines within the administrative offices or locations where services are rendered, as applicable or within participant's rights and responsibilities documents review with and provided to participants. The following criteria may not be used to determine Program eligibility and continued stay::
 - (1) Sobriety and/or commitment to be drug-free
 - (2) Requirements to take medication if the resident has a mental illness
 - (3) Participation in religious services or activities
 - (4) Payment or ability to pay
 - (5) Identification
- i) Contraband control and confiscation policy;
- j) Critical incident reporting policies and procedures;
- k) Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design;
- l) Client grievance policies and procedures, including appeals process;
- m) Client confidentiality and privacy/consent (ROI);

- n) Progressive conflict resolution policy for clients and procedures for client appeals;
- o) Service Agreement/Terms of Service which include and reference to violations that lead to immediate termination;
- p) Violence Against Women Act (VAWA) policies and procedures and notice of occupancy rights under VAWA; See §§ 574.604(a)(2), 576.409(f), and 578.99(j)(9); The Federal Register publication FR-5720-F-03 reauthorizing the Violence Against Women Act of 2013 can be viewed and referenced at <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf> . VAWA encompasses instances of domestic violence, dating violence sexual assault, stalking, and human trafficking;
- q) Biohazard waste policies and procedures;
- r) Reasonable Accommodation Requests/Appeal process describing the policies and procedures for the following components of the process. Minimum expectations for this policy must include:
 - (1) Requesting a Reasonable Accommodation,
 - (2) Evaluating and processing of requests,
 - (3) Informing the client of the decision,
 - (4) Appealing decisions, and
 - (5) Notifications
- s) Notice of privacy practices to be provided to clients;
- t) Rights of Persons Served;
- u) Any policy describing how households or individuals outside of the target population are served and any exclusionary policies;
- v) Housing First fidelity policies and description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles
- w) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the Program does not:
 - (1) Require a minimum level of income at entry;
 - (2) Screen out for substance use;
 - (3) Screen out for criminal record except as mandated by Federal, State, or local regulations;
 - (4) Screen out persons with history of victimization (domestic violence, assault, abuse); and
 - (5) Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
- x) The Program does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Program clients determine they want assistance moving into permanent housing;

- y) Mandated reporting staff training and procedures;
- z) Educational Assurances;
- aa) Service and emotional support animals policies and procedures; and
- bb) Record Management and retention policies and procedures.

b. *Staffing and Training*

- 1) Subrecipient will participate in any relevant training provided by the Commission to ensure Program compliance and participate in any future assessments that may be conducted through a third party consultant to assist the Commission, the City and the Subrecipient 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.
- 2) Subrecipient will provide documentation of annual training on all mandated subjects, as set forth in Sections 3 and 4 herein, to all Program operations staff, regardless of length of service.
- 3) Subrecipient will ensure that all service staff funded by this Program participate in all required trainings as determined by the Commission, which at a minimum will include Homelessness Prevention and Shelter Diversion, Trauma Informed Care, Motivational Interviewing, Harm Reduction, and operating a Housing-Focused shelter program; and
- 4) Subrecipient will require that all staff members participate in annual diversity and cultural competency training approved by the Commission to ensure Program compliance.
- 5) Subrecipient will maintain a written drug and alcohol free policy for staff that is posted/displayed at the work site at all times, which will include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol.

c. *Housing First*¹

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

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

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

d. ***Program Records***

1) ***Recordkeeping***

- a) The Subrecipient will maintain all records required by the regulations pertinent to the activities funded under this Agreement. The Subrecipient will make available to the Commission, the City, U.S. Government, or other authorized agent(s), all Program-related records, documents, and any other financial data or records for review. Such records shall include, but are not limited to:

(1) ***Low/Moderate (L/M) Income Limited Clientele Activity***²: Documentation showing that the activities of the Program are designed to be used exclusively by a segment of the population presumed by HUD to be low/moderate (L/M) income persons. The following groups are currently presumed by HUD to be made up principally of L/M income persons: (a) abused children, (b) elderly persons³, (c) battered spouses, (d) homeless persons, (e) adults meeting Bureau of Census definition of severely disabled persons⁴, (f) illiterate adults, (g) persons living with AIDS, and (h) migrant farm workers.

- b) All Subrecipient files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.

- c) The Subrecipient must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

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

Subrecipient will enter and maintain data in the RTFH-approved HMIS. Subrecipient will comply with the HMIS Policies and Procedures in effect during the Agreement term, including those for data collection, data entry, data quality, standards for missing data, incomplete data, and timeliness of data entry. Data collection should comply with the Universal Data Elements listed in the 2020 HMIS Data Standards and the City's Economic Development Department (EDD) Operating Manual.

e. ***Mandatory Attendance***

Throughout the year the Commission will host periodic roundtable meetings where the Commission can share information, discuss best practices, and provide technical assistance to providers. Attendance is required at roundtable meetings, including but not limited to,

² <https://www.hudexchange.info/onecpd/assets/File/CDBG-National-Objectives-Eligible-Activities-Chapter-3.pdf>; Title 24 CFR §570.208(a)(2)(i)(A)

³ "Elderly Person" is defined as a person who is at least 62 years of age.

⁴ Persons are classified as having a severe disability if they: (a) use a wheelchair or had used another special aid for six months or longer; (b) are unable to perform one or more "functional activities" or need assistance with an "ADL or IADL;" (c) are prevented from working at a job or doing housework; or (d) have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia, or mental retardation. Also, persons who are under 65 years of age and who are covered by Medicare or who receive SSI are considered to have a severe disability.

attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.

f. ***Match and Leverage Commitments***

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

g. ***City's Economic Development Department Requirements***

Subrecipients operating programs funded with CDBG and/or ESG sources administered by the EDD will adhere to CDBG Program Regulations, ESG Program Regulations, and EDD administrative requirements. This includes the requirements listed in the EDD's Operating Manual.

7. PROGRAM OUTCOMES

- a. The Subrecipient agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through monthly and term-end reports in a form, 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. Pursuant to federal requirements, the Program objective, outcome, and indicator is defined as follows (**Check only one of the options below for each area**):

Objective Category: ☒ Suitable Living Environment

☐ Decent Housing

☐ Economic Opportunity

Outcome Category: ☒ Availability/Accessibility

☐ Affordability

☐ Sustainability

Outcome Indicator: ☒ People ☐ Public Facilities

☐ Households ☐ Housing Units

☐ Businesses ☐ Jobs

☐ Organizations ☐ Other

- c. If stated benchmarks are not met, Subrecipient may be required to submit a performance improvement plan in a form and format determined by the Commission.

- d. For the Agreement term, the Subrecipient will ensure the following primary Program outcomes and standards; the targets for number of persons and households served, as well as occupancy, may be adjusted during the Agreement term depending on the availability of Commission and City resources and the site location as determined by the Commission and City:

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
<i>The Commission reserves the right to amend the Agreement to modify or add new performance metrics based on any revised guidance from RTFH or subject matter experts hired by the Commission to provide technical assistance.</i>		
Efficient Number of Households Served	Households Served	135
	Persons Served	450
	# of Households Exiting the Program monthly	Reporting Only
	# of Households Remaining in the Program monthly (households who entered in a previous month and did not exit in the current reporting month) (“Stayers”)	
	Client Demographics/Characteristics	
Exits	Positive Outcome	At least 45% of Households exit to Permanent or Other Longer-Term Housing ⁵
	Negative Outcome	Less than 20% of Households leave program due to noncompliance with program rules (involuntary exit)
	Exits to Emergency Shelters & Places Not Meant for Human Habitation	Reporting Only
Length of Participation	Average Length of Stay for All Households Exiting the Program	Reporting Only

⁵ “Other Longer-Term Housing” includes the following destinations, as captured by HMIS: transitional housing for homeless persons (including homeless youth); staying or living with family, temporary tenure; staying or living with friends, temporary tenure; safe haven; foster care home or foster care group home; substance abuse treatment facility or detox center; and long-term care facility or nursing home.

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
	Average Length of Stay for Households Exiting the Program to Permanent Housing	150 days or less
	Average Length of Stay for All “Stayers” in the Program	Reporting Only
	Length of Participation in Days for all “Stayers”	
Housing Stability	Returns to Homelessness	No more than 12% of Households exiting to permanent housing return to shelter, safe haven, or supportive services within 6 months of exiting the Program
Improved Self-Sufficiency	% of Adults who entered with income from any source and retained the income to exit	Reporting Only
	% of Adults who gained or increased income from any source at exit	
	% of Adults who entered with employment income and retained the income at exit	
	% of Adults who gained or increased employment income at exit	
Efficient and Effective Use of Community Resources	Occupancy Rate	At least 95%
	Spending	100% spend-down of awarded funds
	Number of Individuals on Program Waitlist	Reporting Only

8. REQUESTS FOR REIMBURSEMENT (RFR)

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

9. REVERSION

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

10. MEDIA/COMMUNICATIONS

Subrecipient will coordinate with and seek the prior written consent and permission of the Commission's Communications and Government Relations Department before distributing any printed or electronic materials specific to the Program or of the Program experience of clients funded through this Agreement, including but not limited to Media Advisories, News Releases, Newsletters, and Reports. The Commission's permission will not be unreasonably withheld, conditioned or delayed and should the Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, the Commission's approval will be deemed to have been given.

When referring to the Program in published materials created for informational purposes, the Subrecipient agrees to use the following language or other approved language supplied by the Commission: “The Cortez Hill Family Center for homeless families is a program of the City of San Diego, administered by the San Diego Housing Commission and operated by Alpha Project for the Homeless.”

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

11. CLOSE-OUTS

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

12. COVID-19 EMERGENCY RESPONSE

While operating under COVID-19 emergency response activities, the target population, number of beds, number of persons served, and process for intakes may be modified, as directed by the City, with recommendations from the Commission, in order to adhere to any public health guidance or directives issued by the County of San Diego or State of California.

13. DEFINITIONS

TERM	DEFINITION
2-1-1 San Diego⁶	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing⁷	Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on

⁶ “What is 2-1-1 San Diego.” *2-1-1 San Diego*, 211sandiego.org/mission-values/what-is-211/.

⁷ “Regional Task Force on the Homeless – Community Standards.” *San Diego Regional Task Force on the Homeless*, January 2018, p. 23, www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf.

	supporting an individual or family access permanent housing as quickly as possible. Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.
Chronically Homeless⁸	A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven. Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.
Community Development Block Grant⁹	The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.

⁸ “Defining Chronically Homeless Final Rule.” *HUD EXCHANGE*, vol. 80. No. 233, Dec. 2015, p. 75793. *Federal Register*, <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

⁹ “Community Development Block Grant Program – CDBG.” *HUD.GOV*, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

Continuum of Care¹⁰	The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
Coordinated Entry System¹¹	The Coordinated Entry System (CES) functions throughout the San Diego region and connects men, women, and children experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless. The needs of homeless individuals are determined by information they provide for the Common Assessment Tool. Currently the San Diego CoC utilizes the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) and supplemental questions tailored to identify specific needs. Information from this assessment is entered into a common software system, which is utilized by CES to triage homeless San Diegans into the appropriate housing intervention.
Critical Incident Report¹²	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the program.
Diversion¹³	A strategy used to prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.

¹⁰ “Continuum of Care (CoC) Program.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

¹¹ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, 23 Jan. 2018, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf

¹² “Critical Incident Reporting Policy.” *Department of Human Services Medical Services Division-MFP*, www.nd.gov/dhs/info/pubs/mfp/docs/critical-incidents-reporting-policy.pdf.

¹³ “Closing the Front Door: Creating a Successful Diversion Program for Homeless Families.” *National Alliance to End Homelessness*, endhomelessness.org/wp-content/uploads/2011/08/creating-a-successful-diversion-program.pdf

Emergency Shelter¹⁴	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Matching Funding/Commitments¹⁵	Many public funding agencies require subrecipients to contribute to the overall cost of providing a program and/or services. This is done by requiring a match of funding be applied to the overall project budget. This is generally done by requiring a subrecipient to match a certain % of the overall funding award. A Match is the required resources committed to making a project fully operational. Match must be cash or in-kind, and the activities funded by match must fund eligible activities as determined by grant regulations. All funding labeled as Match must be substantiated with the proper fiscal documentation in order to count towards any match commitment.
Homeless¹⁶	Category 1: Individual or Family who lacks a fixed, regular, and adequate nighttime residence, meaning: • Has a primary nighttime residence that is a public or private place not meant for human habitation; • Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or • Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. Category 2: Individual or family who will imminently lose their primary nighttime residence, if: • Residence will be lost within 14 days of the date of application for homeless assistance;

¹⁴ "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

¹⁵ "Glossary of Terms." *U.S. Department of Homeland Security*, www.fema.gov/glossary-terms

¹⁶ "HEARTH Homeless Definition Final Rule." HUD Exchange, vol. 76, No. 233, Dec. 2011, p. 75999. *Federal Register*, www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf.

	• No subsequent residence has been identified; and • The individual or family lacks the resources or support networks needed to obtain other permanent housing. Category 4: Any individual or family who: • Is fleeing, or is attempting to flee, domestic violence; • Has no other residence; and Lacks the resources or support networks to obtain other permanent housing.
Homeless Assistance Standards¹⁷	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego.
Homeless Emergency Assistance and Rapid Transition to Housing Act¹⁸	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial changes, including a consolidation of the U.S. Department of Housing and Urban Development's (HUD) competitive grant programs.
Homeless Management Information System¹⁹	A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The San Diego regional HMIS software is called Clarity.
Housing First²⁰	Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent

¹⁷ "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

¹⁸ "The McKinney-Vento Homeless Assistance Act, As Amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009." *HUD EXCHANGE*, May 2009, www.hudexchange.info/resources/documents/HomelessAssistanceActAmendedbyHEARTH.pdf

¹⁹ "Homeless Management Information System." *HUD EXCHANGE*, www.hudexchange.info/programs/hmis/.

²⁰ "Housing First in Permanent Supportive Housing." *HUD EXCHANGE*, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf

	housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.
Integrated Homeless Outreach Team²¹	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing²²	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night.
Leverage Commitments	Leverage is the non-match cash, or non-match in-kind resources, committed to making a project fully operational. This includes all resources in excess of the required match as well as other resources that are used on costs that are ineligible. Leverage funds may be used for any program related costs, even if the costs are not budgeted or not eligible in the program. Leverage may be used to support any activity within the project provided by the recipient or subrecipient.
Memorandum of Understanding²³	A Memorandum of Understanding (MOU) is a formal, written agreement between two or more parties that establishes a partnership. Unless an MOU affirmatively states that parties do not intend to be legally bound by its terms, it will generally be considered a binding agreement.
McKinney-Vento Act²⁴	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.

²¹ “Homeless Outreach Team (HOT).” *The City of San Diego*, www.sandiego.gov/homeless-services/programs/hot.

²² “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, p. 23, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

²³ “Establishing a Memorandum of Understanding.” *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

²⁴ “Law & Guidance, Part C – Homeless Education.” *U.S. Department of Education*, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg116.html.

Permanent Housing²⁵	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team²⁶	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless²⁷	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego as well as tracking regional data on the homeless. RTFH is also the administrator of the central HMIS for the region.

²⁵ "Continuum of Care (CoC) Program Eligibility Requirements." *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

²⁶ "Psychiatric Emergency Response Team: Improving and Enriching Lives." *Community Research Foundation*, 2010. www.comresearch.org/pert.php.

²⁷ "San Diego Regional task Force on the Homeless Website." San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

San Diego Housing Commission and SDHC²⁸	The San Diego Housing Commission or SDHC (when used in this document these terms are synonymous) provides affordable, safe, and quality homes for low- and moderate-income families and individuals in the City of San Diego.
U.S. Department of Housing and Urban Development²⁹	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all. HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.
U.S. Interagency Council on Homelessness³⁰	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
Veteran³¹	Low to Moderate Income (LMI) veterans who served in the armed forces of the United States on federal active duty for reasons other than training and who were discharged or released therefrom. Individuals who served in the National Guard or Reserves are classified as Veterans only if they were called or ordered to active duty, not counting the four to six months for initial training or yearly summer camps. Service as a civilian employee or civilian volunteer for the Red Cross, United Service Organizations (USO), Public Health Service, or War or Defense Department is not considered active duty. For Merchant Marine service, only service during World War II is considered active duty, and no other period of service.
Violence Against Women Act (VAWA)³²	The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely on the basis that an individual is a victim of domestic violence, dating violence, stalking or sexual assault. VAWA applies to all individuals regardless of sex, gender identity, or sexual orientation. Under most circumstances, a survivor need only to self-certify in order to exercise rights under VAWA, ensuring third party documentation does not cause a barrier in a survivor expressing

²⁸ "San Diego Housing Commission-About Us." *San Diego Housing Commission*. www.sdhc.org/about-us/

²⁹ "HUD.GOV-About HUD." *U.S. Department of Housing and Urban Development*, www.hud.gov/about.

³⁰ "About USICH." *United States Interagency Council on Homelessness*, www.usich.gov/about-usich/.

³¹ "FY 2018 CDBG Request for Qualifications (RFQ) Frequently Asked Questions (FAQ)." The City of San Diego, 2 Nov, 2016, p. 5, www.sandiego.gov/sites/default/files/fy18cdbgrrfqfaq1.pdf.

³² <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

	their rights and receiving the protections under VAWA. VAWA includes housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD's core housing and homelessness programs.³³ These protections apply to certain housing programs subsidized by HUD even where there is no lease, including shelters, temporary housing, short-term supported housing, and safe havens. VAWA's housing protections include emergency transfers which allow survivors to move to another safe and available unit if they fear for their life and safety. Additionally, covered housing providers cannot deny tenancy or occupancy rights based solely on adverse economic and criminal consequences that are a direct result of being a survivor, such as damage to survivor's property causing eviction and poor rental history.³⁴
Vulnerability Index – Service Prioritization and Decision Assistance Tool³⁵	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) is an evidence based common assessment tool containing a set of questions designed for initial screening to quickly assess the health and social needs of people experiencing homelessness and match them with the most appropriate support and housing interventions that are available. This tool examines and scores an individual or family's vulnerability level, and provides a basis for prioritizing clients for housing opportunities.

³³ https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act

³⁴ <https://archives.hud.gov/news/2016/pr16-159.cfm>

³⁵ "Coordinated Entry System (CES) Policies and Procedures." *San Diego Regional Task Force on the Homeless*, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf.

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 Subrecipient. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.

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



SAN DIEGO
HOUSING
COMMISSION

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

Fiscal Year: 2022

Project Name: Interim Family Shelter

Provider Name: Alpha Project for the Homeless

Total Funding Amount: \$ 561,893.00

SPENDING CATEGORIES	CDBG	ESG	AHF	TOTAL PROJECT BUDGET
PERSONNEL EXPENSES (PE)	\$ 73,848.00	\$ 107,971.00	\$ 155,235.00	\$ 337,054.00
NON-PERSONNEL EXPENSES (NPE)	\$ 22,083.00	\$ 44,842.00	\$ 157,914.00	\$ 224,839.00
FAIC BUDGET	N/A	N/A	N/A	N/A
TOTAL BUDGET	\$ 95,931.00	\$ 152,813.00	\$ 313,149.00	\$ 561,893.00