

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2014-101

Authorizing the City Manager to execute Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2014-2015

BE IT RESOLVED by the Mayor and City Council this 21st day of October, 2014, that the City Manager is authorized to execute the attached Professional Services Agreement between the City of Columbia and the University of South Carolina, or on a form approved by the City Attorney, for financial assistance of up to but not exceeding Two Hundred and Twenty-Five Thousand and No/100 (\$225,000.00) Dollars for the fiscal year 2014-2015 in support of the University's partnership with the Columbia Housing Authority to operate the Housing First Program. These funds are provided for service dollars to match for federal and state housing moneys, dollar for dollar. (*Funding source: 1018410/638303*).

Requested by:

City Manager _____



Mayor

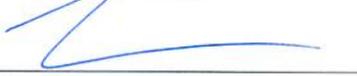
Approved by:



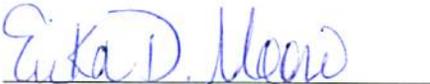
City Manager

ATTEST:

Approved as to form:



City Attorney



City Clerk

Introduced: 10/21/2014

Final Reading: 10/21/2014

PROFESSIONAL SERVICES CONTRACT FOR HOUSING FIRST PROGRAM

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

AGREEMENT FOR UNIVERSITY OF SOUTH CAROLINA

THIS AGREEMENT entered into this 1st day of July 2014 between The City of Columbia (hereinafter called the City) and University of South Carolina (USC) (hereinafter called the Contractor).

WITNESSETH THAT:

WHEREAS, The City has entered into an agreement, hereinafter Contract, with the Contractor for the purpose of providing resources to develop comprehensive housing strategies following the national model of Housing First for meeting the housing and service needs of eligible chronically homeless individuals by providing housing units and supportive services within the City Limits of Columbia.

NOW, THEREFORE, THE parties hereto do mutually agree as follows:

1. ENAGAGEMENT OF CONTRACTOR

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the City perform tasks necessary to administer the projects as outlined in Appendix A and Attachment 1, and operate the program services in accordance with the requirements of applicable Department of Housing and Urban Development (HUD) regulations (24 CFR Part 570), attachments hereto and other applicable federal, state, and local guidelines and regulations.

The service of the Contractor is to commence on July 1, 2014 through June 30, 2015 This contract provides funding from the City of Columbia to the University in support of its partnership with the Columbia Housing Authority to operate the Housing First Program. These funds are provided for service dollars to match for federal and state housing moneys, dollar for dollar.

3. METHOD OF PAYMENT

A. It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the annual maximum sum of two hundred and twenty-five thousand dollars and No Cents (\$225,000) for services required as specified in Attachment I.

B. Payment shall be made as follows: Drawdowns for payment of eligible expenses shall be made against the line item budget specified in Attachment I, attached herein, in accordance with the performance, submissions of reports and upon receipt and approval of requests for payments. Payments may be contingent upon certification of the Contractor's financial management system in accordance with the standards specified in 24 CFR Part 85.

C. Final payment will be made upon submission and approval by the City of a final cumulative report to include performance measures by the Contractor detailing the status of the work performed under this agreement.

4. DATA AND REPORTS TO BE FURNISHED TO THE CITY

A. All information, data, reports and records as are kept and necessary for the carrying out of the work enumerated herein shall be available for inspections and appropriate reports prepared upon request by the City.

B. Quarterly reports are to be sent to the City's Community Development Department in regard to how the Housing First program is addressing the Six (6) Homeless Response Goals as adopted by City Council

- Coordinate the response to poverty with other agencies

- Bring humanity to the response to poverty
- Leverage the power of the community in responding to poverty
- Institutionalize accountability for providers
- Meet the unique needs of the individual in need
- Address downtown impacts

5. FINDINGS CONFIDENTIAL

All of the reports, information, data, records, etc., prepared or collected by the Contractor under this Contract, as outlined in Appendix A, Scope of Services, are confidential and the Contractor agrees that they shall be made available in accordance with Federal Privacy Laws.

6. RECORDS TO BE MAINTAINED

The Contractor shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to Appendix A.

7. ACCESS TO RECORDS

The Contractor shall make available for examination all of its records with respect to all matters covered by this Contract for the purpose to audit, examine, accept and transcribe from such records, and to make audit of contracts, invoices, materials, payrolls, record of personnel, conditions of employment and other data relating to all matters covered by this Contract to the City of Columbia, U. S. Department of Housing and Urban Development and the Comptroller General of the United States or any of their duly authorized representatives. All such records shall be maintained on file by the Contractor, for a minimum period of four (4) years after receipt of final payment under this Contract, or a minimum of four (4) years after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property.

8. RECOGNITION

The Contractor shall insure recognition of the role of the City and the Community Development Department in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the Contractor will include a reference to the support provided herein in all publications paid for with funds made available under this Contract.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be subject to any application for copyright by or on behalf of the Contractor with the exception of publications submitted for professional conferences and academic journals that are limited to non-identifying and non-confidential information.

10. AMENDMENTS

The City or Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body. Unless otherwise specified in the amendment, such amendments shall not invalidate this Contract, nor relieve or release City or Contractor from its obligations under this Contract.

The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both City and Contractor.

11. ASSIGNABILITY/SUBCONTRACTING

The Contractor shall not assign or subcontract any of the services or work to be performed under this Contract and shall not transfer responsibilities for the same without the prior written consent of the City hereto. The Contractor

shall be as fully responsible to the City for the acts and omission of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor is required to use, in its entirety, the standard contract format of the City for all subcontracts, unless otherwise agreed to in writing.

The Contractor shall furnish and cause each of its Sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of review and investigation to ascertain compliance with the rules, regulations and provisions as provided for herein.

12. INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. As an independent contractor, the Contractor shall be solely responsible for the payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, workers' compensation insurance, or other employee benefits, taxes or insurance.

13. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specify the date at least fourteen (14) days before the effective date of such termination. In the event of termination, the Contractor shall provide copies of all finished or unfinished documents, data studies, surveys and reports prepared under this Contract, and such documents shall become the possession of the City.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor. The Contractor will reimburse the City for any damages incurred by said breach.

14. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In the event of termination by the City, the Contractor shall provide copies of all finished or unfinished documents and other material as described in Paragraph 13 above, and all material, shall, at the option of the City, become its property.

If the Contract is terminated by the City provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made; provided however, that if less than sixty (60) percent of the services covered by the Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which is directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 13 hereof relative to termination shall apply.

In the event there is probable cause to believe the Contractor is in noncompliance with any applicable rules or regulations, the City may withhold Contract funds until such time as the Contractor is found to be in compliance by the City or is otherwise determined to be in compliance by the City. Withholding of funds by the City shall in no way relieve the Contractor from performing its obligations under this Contract.

15. TERMINATION FOR CONVENIENCE OF THE CONTRACTOR

The Contractor may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In the event all finished or unfinished documents and other material as described in Paragraph 10 above shall, at the option of the City, become its property.

If the Contract is terminated by the Contractor provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made; provided however, that if less than sixty (60) percent of the services covered by the Contract have been performed upon the effective date of such

termination, the Contractor shall be reimbursed (in addition to the above payment) for the portion of the actual out-of-pocket expenses (not otherwise reimbursed under Contract) incurred by the Contractor during the Contract period which is directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 13 hereof relative to termination shall apply.

16. LIABILITY

Contractor shall carry such workers' compensation, employer's liability, comprehensive general liability, and other insurance sufficient in amount to cover the performance of its obligations hereunder. Upon request of the City, Contractor shall furnish the City with a certificate or certificates of insurance evidencing that appropriate insurance coverages are in full force and effect.

17. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE CITY AND OTHER

No officer, member, or employee of the Contractor or its designees or agents and no other public official of the locality or locations in which the project is situated or being carried out who exercises any function or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall (a) participate in any decision relating to this Contract which affects his personal interest or the interests of any corporation, partnership, or association in which he is directly or indirectly, interested; or (b) have any interest, direct or indirect, in this Contract or the proceeds thereof.

18. INTEREST OF CONTRACTOR

The Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project or any other interest, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further represents that no person having such interest shall be employed in the performance of this Contract.

19. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or Delegate to Congress of the United States, and no Resident Commissioner, shall be allowed any share or part of this Contract or any benefit arising herefrom.

20. EMPLOYMENT OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

The Contractor will comply with the requirements of Title 24, Part 135 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects, as detailed below:

- a.) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b.) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c.) The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d.) The Contract will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e.) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assignees. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

21. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to insure that applicants for employment will receive consideration for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate requirements in all subcontracts for program work.

22. SEVERABILITY OF PROVISION

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

23. COMPLIANCE WITH OTHER FEDERAL REGULATIONS

The Contractor agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of Housing and Urban Development-Community Development Block Grant (CDBG) Program and the following Federal Regulations as they may apply to project administration. All program activities funded by the CDBG program must be used to assist a preferred limited clientele that are low income to provide a decent and suitable living environment as stated in 24 CFR 570.2 The additional regulations are incorporated herein by reference.

- Davis-Bacon Act (40 USC 276a to a7)
- Certification Regarding Lobbying and Drug Free Workplace Act
- Policy Prohibiting Use of Excessive Force, 1990 HUD Appropriations Act (P.L. 101-144)
- Drug Free Workplace Act of 1988
- American Disabilities Act of 1990
- Age Discrimination Act of 1975
- Section 504 of the Rehabilitation Act
- Program Income (24 CFR 570.503 and 570.504)
- Programmatic and Budget Changes
- Civil Rights and Fair Housing; Employment and Contracting Opportunities (570.601, 570.607)
- Labor Standards (24 CFR 570.603)
- Environmental Requirements (24 CFR 570.604)
- Historic Preservation
- National Flood Insurance Program (24 CFR 570.605)
- Relocation, Real Property Acquisition and One-for-One Housing Replacement (24 CFR 570.606)
- Lead-based Paint (24 CFR 570.608)
- Political Activity (24 CFR 570.207 (a) (3))
- Conflict of Interest (24 CFR 570.611)
- Program Monitoring (24 CFR 570.501 (b), 24 CFR 85.40 (a) and (e), and OMB Circular A-110, Paragraph (2))

- Suspension and Termination (24 CFR 570.503 (b) (7), 24 CFR 85.43 and 44)
- Resident Aliens (24 CFR 570.613)

24. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local government, and shall commit no trespass on any public or private property in performing any of the work or services required by this Contract.

25. PERSONNEL

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized, licensed or have the appropriate permit under state and local law to perform the work or services identified in Appendix A, Scope of Services.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the work or services under the Contract.

26. PROHIBITIONS AGAINST PAYMENTS OF BONUS OF COMMISSION

Work or services completed or funds provided under this Contract shall not be used; for the purpose of payment of any bonus or commission; for the purpose of obtaining HUD approval of grant applications for assistance, additional assistance or any other type of approval or concurrence of HUD required under Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, reasonable fees of a bona fide technical, consultant, managerial consultant, or other such services, other than actual solicitation are not hereby prohibited if otherwise eligible as program costs.

27. ACCOUNTING STANDARDS/COST PRINCIPLES

The Contractor agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

The Contractor shall administer its program in conformance with OMB Circulars A-21, "Cost Principles for Nonprofit Educational Institutions", as applicable; the applicable Sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", for all costs incurred whether charged on a direct or indirect basis

The Contractor agrees to abide by the requirements of its federally negotiated rate for indirect costs and state laws governing indirect costs for Institutions of Higher Education, including but not limited to South Carolina Act 651 as amended in 1978.

28. PROCUREMENT

The Contractor shall comply with current City of Columbia procurement policy and OMB Circular A-110, concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property valued at \$5,000 or more. All program assets (non-expended program income, property, equipment, etc.), as determined by the City, shall revert to the City upon termination of this Contract.

29. AUDIT

The Contractor shall provide to the City, on an annual basis, copies of a recently completed and independent audit report in compliance with 24 CFR Part 85. All Contractor records with respect to any matters covered by this agreement shall be made available to the City, Community Development Department (CDD), their designees, or the Federal Government, at any time during normal business hours, as often as the City or CDD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully rectified or corrected by the Contractor within thirty (30) days after receipt of notification of such by the Contractor. Notices shall be made in writing by certified mail, return receipt requested, with proper postage affixed thereto, and shall be deemed given when placed in the mail with the United States Postal Service and addressed as indicated below:

City of Columbia
c/o City Manager

University of South Carolina
c/o Daniel Christmus

Post Office Box 147
Columbia, SC 29217

Office of Sponsored Awards Management
1600 Hampton Street, Suite 414
Columbia, SC 29208

Failure of the Contractor to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of payment. The Contractor hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Contractor audits.

IN WITNESS WHEREOF, the City and the Contractor have entered into this Agreement as of the date first above written.

FOR CITY OF COLUMBIA

BY: 
Teresa Wilson, City Manager

UNIVERSITY OF SOUTH CAROLINA

BY: _____

TITLE: _____

APPROVED AS TO FORM


Legal Department, City of Columbia, SC

FEDERAL I.D.: 57-6001153
DUNS NO.: 041387846

- ATTACHMENT I
University of South Carolina, School of Medicine, Dept. of Medicine

This budget reflects reallocation within line items to accommodate a onetime transition of persons from funded units to independent housing. Except as modified hereby all other terms, conditions, provisions and requirement contained in the contract between the City of Columbia, a copy of which is attached hereto and incorporated by reference thereto, shall remain in full force and effect

See Attachment A

B. OUTCOME MEASURES

Timeline	By June 30, 2015
Description of Services	Outputs
<p>Chronically homeless individuals living within the Columbia City Limits need to maintain stable housing to promote greater self-sufficiency and improvements in their quality of life.</p> <p>Supportive services assistance will be provided to eligible Housing First clients in order to assist them in establishing and maintaining stable, permanent housing, develop job skills, and access mainstream resources.</p>	<p>The sub-contracting agency shall lease at least twenty (20) units through the use of housing moneys to chronically homeless individuals living within the Columbia City Limits in order to provide permanent supportive housing within the time period of the first budget year. (Lease costs are covered by grant funds. City funding is not used for lease payments.</p> <p>The agency shall make available appropriate supportive services for Housing First clients living in all units within the time period of the first budget year.</p>

APPENDIX A

SCOPE OF SERVICES UNIVERSITY OF SOUTH CAROLINA

The contractor agrees to provide at least the following, minimum services to the City of Columbia.

- A. Maintain a partnership to provide at least 20 units of supportive housing per year for chronically homeless individuals through master-leasing units owned by the Columbia Housing Authority or another property owner. In a master lease, the housing provider acts as a third party who enters into a lease agreement with the property owner and is responsible for tenant selection and rent collection.
- B. To the extent possible, locate an equal number of units in more than one location and in more than one area in the community. Units should be single occupancy units.
- C. The Contractor will be responsible for determining a participant's eligibility for services. Eligible persons must be chronically homeless as defined by HUD, reside in the Columbia City Limits, and have a need for case management services and housing assistance that cannot be readily provided by another homeless assistance program.
- D. Criminal background checks may be run, but disqualification of applicants will be reviewed on a case by case basis to determine eligibility. In all cases, persons participating in the Housing First Program may still be eligible for participation even if they fail to meet the standard requirements of the Columbia Housing Authority concerning previous evictions from public housing, drug convictions, status as a sexual predator, rent due, or damages.
- E. It is required that all services be documented in the Provide Enterprise Homeless Management Information Systems (HMIS).
- F. An intake process is to be developed and implemented that includes trust building and outreach efforts with homeless individuals living on the streets, in addition to a screening, assessment and placement process. This process should include, at a minimum, housing eligibility and application forms, a rental agreement, a plan to provide rental assistance on a sliding scale based on the ability of a tenant to pay, and, if a tenant is able, a requirement to pay up to 30% of income, but no more than 30% of income.
- G. Case management and other supportive services must be provided to assist newly housed individuals in understanding and fulfilling the obligations of tenancy in order to sustain tenancy and achieve stability that includes the following areas of service:
- ✓ Resolution of tenant/landlord issues;
 - ✓ Maintaining an apartment;
 - ✓ Transition to other housing when appropriate (Section 8 housing, other supportive housing, housing with family or friends, residential care facilities, etc.);
 - ✓ On-site case management;
 - ✓ After hours crisis services;
 - ✓ Comprehensive services either at the housing site or in the community;
 - ✓ Mental health and substance abuse treatment;
 - ✓ Engagement of residents in day-to-day assistance (budgeting income/benefits, medication adherence, life skills, etc.);
 - ✓ Regular team meetings to assure coordination of care, share relevant information, and discuss challenges;
 - ✓ Access to mainstream benefits and other resources; and
 - ✓ Such other supportive services as may be necessary or desirable
- H. The provision of case management and other supportive services will be determined through an assessment

updated every six (6) months. The establishment of a written and detailed service plan agreed upon and signed by the client and the case manager must be used to provide an understanding of the expectations of the client and service provider.

The service plan must include a prioritization of problems relevant to client concerns, clear and measurable goals, and specific, detailed objectives with steps and timelines to work toward the stated goals. The service plan must include a long-term strategy to move the client into permanent housing. Documentation of the goals and progress with the service plan must be maintained in the client file. The service plan must include the following minimum requirements:

- ✓ Measurable goals
- ✓ Specific objectives
- ✓ Detailed steps and timelines
- ✓ Strategy for permanent housing

During the first three (3) months, each client will have no less than weekly contact with a case manager and nurse. After this initial period, visits can be reduced dependent on client progress, but will be maintained at a minimum of monthly visits. Referrals for other supportive services will be handled by these staff and followed up on based on the provision of referrals.

I. Property management functions (housing application, lease enforcement, rent collection, etc.) and supportive services should be kept separate. The roles of staff delivering these distinct services should be clearly defined. Communications and procedures concerning property management staff and supportive services staff should be designed to provide privacy and confidentiality while striving to achieve coordination to help tenants maintain tenancy and receive needed services.

J. Tenants can accept or refuse treatment and supportive services without losing housing. Tenants can keep their housing as long as they pay their portion of the rent as required and do not violate the terms and rules of the rental agreement. Rental agreements terms and rules must be generally consistent with those offered in standard rental agreements found in rental agreements with other tenants outside of the Housing First program. Tenants have the right to privacy in their own living quarters and control over access to their units when in compliance with terms and rules of the rental agreement. Prior to any attempt to initiate eviction of a tenant, the housing provider must contact the tenant's case manager.

K. All housing placements are required to be in compliance with Fair Housing laws and all housing units must pass HUD Housing Quality Standards and be maintained up to those standards for the duration of the program. All housing units must comply with Section 504 of the Rehabilitation Act of 1973 and are required to be in compliance with all applicable City of Columbia zoning ordinances.

L. Program results must be evaluated and documented periodically in terms of effectiveness of intake process, client outcomes and cost savings. The evaluation of the program is to be based on data collected through the provision of services to clients. This data is to include basic demographic information collected from the client at the intake/assessment in order to allow for the establishment of a baseline. Information pertaining to substance use, mental health, medical history, medication, history of homelessness, social support, service system ascertainment (including benefit acquisition) are to be documented. From this data entry, extensive reports should be run to determine the overall characteristics of clients enrolled in the program, as well as following the clients longitudinally to determine any significant trends or changes from baseline. Evaluation of the program must focus on tracking of information such as income, employment, benefits, health outcomes, emergency and hospital use over time in order to estimate the cost savings of the program compared to the client's previous 12 month history. This historical comparison is to be used as a proxy to determine the cost savings of this program by comparing the cost of emergency services for the homeless to the cost of the same types of services (preventative medical services, mental health assistance, etc.) for the same people once they are housed.

M. The Contractor must insure compliance with and HUD reporting requirements. The Contractor agrees to operate the program services in accordance with the requirements of applicable HUD regulations (24 CFR 570- Attachment III).

N. The Contractor must maintain records for four (4) years beyond the end date of this contract. Records include financial records and current and accurate data on the race/ ethnicity of program participants. The Contractor must agree to make available to HUD for inspection financial records to ensure proper accounting and dispersing of funds. These records will be monitored on an ongoing basis by the City and are subject to review by HUD. A listing of all equipment purchased with City funds including serial numbers should be maintained for at least four (4) years.

The following areas will be reviewed:

- 1) Beneficiaries: Review client files to determine if they are chronically homeless individuals who do not readily qualify for other homeless assistance programs.
- 2) The Contractor must conduct an ongoing assessment of the housing assistance and supportive services required for participants in the program. The Contractor must also comply with HUD reporting requirements.
- 3) Financial Management: Financial records will be reviewed to assure compliance with requirements of the Common Rule (24 CFR 85), OMB Circular A-21. The records should provide accurate, current and complete disclosure of financial results. They have to identify the source and application of funds and must be supported by invoices and other source documentation.
- 4) Review for compliance with City procurement requirements and other requirements of the Common Rule (24 CFR 85), applicable OMB Circular A-110.

O. All personal records must be kept in accordance with federal, state and local laws, regulations or guidelines. The Contractor must ensure the confidentiality of the name of any individuals assisted and any other information regarding individuals receiving assistance. The Contractor agrees to abide by a policy of confidentiality which states that all information as to personal facts and circumstances given or made available to employees and/or contractors of the City in administration of programs shall be held confidential and shall not be divulged without consent of the individuals(s) to which it pertains.

P. General information such as the total expenditures made, the number of clients served and other statistical information does not fall within the class of information to be safeguarded, provided such general information cannot be identified with any particular individual. Should information be linked specifically to a client then information pertaining to individuals may only be released to physicians and attorneys when requests for such information are accompanied by a properly completed release signed by the individual or his/her guardian. Proper documentation should be reflected in the continuation sheet of that client's health record as the information is released. Also, a properly completed authorization should be kept in the client's health record to reflect any disclosure of confidential information. Audits of health records may routinely be performed to insure compliance with this procedure.

Q. The Contractor will retain program income in the form of rent from tenants for operating or supportive services costs as outlined in this agreement. All program income and expenditures of program income must be documented and the records must be made available to the City. All additional program income not used for these purposes that remains at the end of the contract period and that is derived from federal funds usage must be remitted back to the City.

R. All purchases and services, including contractor work, must have two comparable bids for amounts greater than \$500 and three comparable bids for amounts greater than \$5,000. Sole source justification may be accepted; with prior City staff approval.

S. Operation and supportive service costs are reimbursable. The Contractor shall comply with the City of Columbia Standards for Grant Administration and Reimbursement. Please reference Attachment II for information on these standards.

ATTACHMENT II

City of Columbia Grant Administration and Standards for Reimbursement

Requests for budgetary increases over prior year funding are only permissible if a substantial increase in performance or client services is clearly demonstrated, needed in the community, and funding is available. If HUD entitlements to City funding are projected to be reduced, project sponsors may be asked to limit or reduce budget requests for the next fiscal year in accordance with the reduced amount of funding or an amount as determined through performance of the previous year and/or a combination of these two factors. The City reserves the right to negotiate, delete, or change any budget line item amount not found to have substantial supporting documentation or due to funding limitations.

All requests for salaries will be approved based on the pro-rated amount of eligible services provided to eligible clients. No employee shall be paid 100% FTE by the City, unless adequate documentation is provided to demonstrate the activities of that individual being solely dedicated to Housing First eligible clients. Once salary amounts and pro-rated percentages are approved, the agency may not make any changes to these line item amounts unless under what is deemed emergency conditions with substantial supporting documentation and then no more than a 10% line item difference may be approved by City staff. If a position becomes vacant during the fiscal year, City staff must be notified in writing within 10 working days. Salary adjustments for the employee filling that vacant position will be considered on the following basis: if the new employee salary will be no more than 10% lower or higher than the previous amount, then the agency and City staff may work together to review contract line items for possible adjustments.

Agency facility rental and utilities are reimbursable only on a pro-rated percentage based on the percentage of the agency staff providing direct client services for Housing First. The percentage of the facility costs for the administrative personnel may be charge on a pro-rated based against the administrative category of the grant.

Agency communication devices such as cell phones and telephones service are reimbursable on a pro-rated percentage based on the staff time worked with Housing First clients.

The City does not pay for the reimbursement of agency late or collection fees or any fee associated with the non-return or damage to property.

The City does not pay for the costs of donations or contributions to fundraising efforts including expenses such as: printing and copying, postage, consultant fees, advertising costs, and staff time. Please note that staff time devoted to fundraising activities should be deducted from City Housing First reimbursement requests.

If equipment is purchased under the Housing First grant, appropriate records including serial numbers and the staff assigned to utilize the equipment should be maintained for four years and is subject to review by City staff. Only authorized agency staff performing Housing First client services may utilize equipment, unless the costs of the equipment are appropriately allocated among grant sources, etc.

City staff conducts on-site monitoring reviews on an annual basis or more frequently depending on the agency's performance. Topics may include, but are not limited to: internal financial controls, case manager protocols, eligibility of clients served, review of case manager client files, review of client service plans, review of compliance with all HUD

regulations, OMB circulars, and City program policies.

The agency may also be monitored by the U.S. Department of Housing and Urban Development (HUD) and Records should be maintained for a minimum of four (4) years from the end of the grant.

Agencies should maintain client confidentiality. Release forms should be present in the file of each client receiving Housing First services. This release should include HUD and the City as authorized to parties to share client information. This release should be updated annually.

Client Grievance Procedure:

For cases when a client is denied housing or other Housing First services, the agency must be able to provide in writing to the client the reason for the denial. If the client would like the case reviewed, the case manager or payment agency representative would refer the client to their immediate supervisor for assistance. If additional procedures are in place within the agency, these procedures should also be followed. If the agency would like the case reviewed by the City of Columbia, a written request with all supporting documentation must be hand-delivered to the Community Development Department, 1136 Washington Street, 3rd Floor, Columbia, SC 29201 or mailed to Community Development Department, P.O. Box 147, Columbia, SC 29217. Please mark all envelopes as confidential. A written response will be directed to the requesting agency. Please do not directly refer a client to the City of Columbia or give contact information for City staff unless the City has been notified prior with details of the client's situation.

The agency may contact the City of Columbia for clarification of Housing First regulations, client eligibility, or other procedural questions. All requests must be made in writing to Comdev@columbiasc.net or by fax at (803) 988-8014 or P.O. Box 147, Columbia, SC 29217. A written response will be directed to the requesting agency.

All Housing First funded agencies must have in place a method to determine client satisfaction with services. The method may be in the agency's own format; however, results should be available to review by City staff.

All City project sponsors must comply with all City and HUD regulations and policies, including, but not limited to: 24 CFR Part 570, OMB circulars A-110, A-21, environmental review regulations, Davis Bacon Labor Standards, lead-based paint standards, and procurement. Agencies should refer to their professional services contracts for further details.

Probationary Funding Status:

If a Housing First funded agency consistently performs below City standards and/or demonstrates weaknesses in financial controls, the agency may be placed on probationary funding status. Although the City allows agencies a probationary period to improve performance, please note that funding may be terminated at any time with a seven (7) day written notice. At the end of the probationary time period, if the agency has not demonstrated significant improvement per the City's determination, the agency's existing contract will be terminated with a seven (7) day written notice and the agency will be prohibited from applying for City Housing First funds for a period of two (2) fiscal years. It is considered extremely serious when an agency is placed on probationary funding status and the agency is expected to make significant changes to their operating procedures, quality of care, and financial controls in order to continue to receive funding.

Reimbursement Requests

Please utilize the following guidelines for reimbursement requests for the City of Columbia's Housing First program. Reimbursement requests take an average 7-10 working days to process once submitted in the correct format with all supporting documentation and containing only approved eligible items per the agency's City contract. Please note that only expenditures from the approved Housing First grant application and executed contract will be considered. Agencies must maintain an accurate account of all expenditures per their contract line items. Overages in contract line item categories are not permitted. All costs must be of a reasonable nature.

1. **Coverletter**
 - ✓ Coverletter should be on agency letterhead.

- ✓ Signed by the Executive Director or Board Chair (or designated grant administrator as approved by the City).
- ✓ Coverletter must include an original signature (no fax copies)
- ✓ Specify the amount requested.
- ✓ Indicate the time period covered.

2. Spreadsheet of total expenses. A spreadsheet detailing total expenditures that correspond to receipts. The spreadsheet should be listed according to contract line item categories, such as:

Supportive services

XYZ CM for May 1-May 15	\$x.xx	
XYZ CM for May 15-May 31	\$x.xx	
Fringe for May 1-May 15th		\$x.xx

Housing Information

Agency phones	\$x.xx	City HOPWA 25%, RW 75%
Agency cell phone	\$x.xx	City HOPWA 25%, RW 75%

Administration

\$x.xx

3. Timesheets

For all positions where reimbursement for salaries is requested, timesheets must be submitted. Timesheets may be in your agency's own format; however, must include the following information:

- ✓ Employee's name and title.
- ✓ A daily record of hours worked on City HOPWA grant and all other grant sources for that position.
- ✓ Indicate what percentage of total salary if requested from City HOPWA funds and how this percentage relates to all other grant sources by name of grant source for that position (Ex. total salary \$30,000 per year, RW 50%, XYZ grant 25%, City HOPWA 25%).
- ✓ The employee and supervisor should sign his/her timesheet.

4. On-going expenses (e.g. facility rent)

- ✓ Include a copy of the facility lease agreement at the beginning of the fiscal year or with any changes in location or terms of the agreement.
- ✓ Include an individual coversheet with each item OR include this information on the spreadsheet detailing all expenses along with the percentages of all other grant sources (**NOTE** the percentage billed cannot be greater than the amount approved in your grant application).

5. Purchases/monthly expenses

- ✓ Include an individual coversheet for each purchase OR include this information on the spreadsheet detailing the percentage of the purchase amount requested from the City and the percentage of all other grant sources (**NOTE** percentages cannot exceed the amount approved in the City grant application).
- ✓ Include a detailed copy of the complete invoice/bill.
- ✓ All expenses greater than \$500 require two (2) documented verbal or written comparable bids or quotes, expenses greater than \$5,000 require three (3) written comparable bids/quotes. Include copies of these bids/quotes with the reimbursement request or written documentation of verbal quotes.
- ✓ For agencies on probationary status, include a copy of the signed check used for payment. If a credit card was used, include a paid receipt indicating this.

6. Administrative Expenses (not to exceed 5% of the adjusted direct costs)

- ✓ All standards from above apply (timesheets, quotes, coversheets, etc).
- ✓ Full documentation must be provided on the amount requested.
- ✓ Items such as property taxes, facility rent and utilities for the portion of the building used by administrative staff, business and operating insurance, and professional audits may be included in this 5% administration category; however, proper documentation must be submitted for each (i.e. copy of the bids obtained, copy of the contract for services, etc.).

- ✓ All expenses greater than \$500 require two (2) documented verbal or written comparable bids or quotes, expenses greater than \$5,000 require three (3) written comparable bids/quotes. Include copies of these bids/quotes with the reimbursement request or written documentation of verbal quotes.

7. Travel and training

All staff travel and training must be Housing First related. Unless otherwise authorized, only the costs of one staff person per travel event are eligible for reimbursement. All travel or training must be authorized by the City prior to registration or funds commitment for total expenditures greater than \$500. All costs should be of a reasonable nature and shared among additional grant sources, where appropriate. Please note that the City reserves the right to disallow any expenditure it deems not to be of a reasonable nature or not related to Housing First. Please include the following information with reimbursement requests:

- ✓ Attach a copy of the agenda for the training.
- ✓ Attach copies of all receipts (i.e. flight, hotel, registration fees, etc.).
- ✓ Reimbursement for travel is paid for Housing First training or meetings for travel greater than 100 miles from origination point (agency address), unless otherwise justified. However, staff travel for Housing First client home visits is also acceptable, please document travel according.
- ✓ Travel mileage is calculated from the agency location to the destination. Please include a map quest print out of the mileage based on the agency address as the origination point.
- ✓ Mileage, hotel, and per diem are paid based on the federal rate (or State rate, whichever is less) found at: <http://www.gsa.gov/Portal/gsa/ep/channelView.do?specialContentType=FTR&file=FTR/FTRTOC.html&pageTypeId=8199&channelPage=%2Fep%2Fchannel%2FgsaOverview.jsp&channelId=-16521>

8. End of Year Close-outs

The City fiscal year ends on June 30th. Please note the following closeout procedures:

- ✓ The agency should plan to send a reimbursement request no later than the first ten business days of June for the period ending May. This is for HUD draw down and year-end reporting purposes.
- ✓ All final reimbursement requests for June expenditures must be submitted no later than the last working day in August. Previous year requests will not be accepted after this date.
- ✓ Only expenditures prior to June 30th will be accepted. Expenditures must be eligible, reasonable in nature, and within the line items of the agency's approved contract.
- ✓ For expenditures, such as a utility bill, which may span a time period past June 30th, the agency should request only the prorated amount for the time period prior to June 30th. Detail the agency's calculation of the pro-rated amount on the request.

If at the end of the program year the agency finds large amounts of unexpended funds in a contract line item, the agency may not transfer amounts to different line items without written permission from the City of Columbia nor may you pre-pay for future expenses or make usually large purchases simply to spend down the funds. Please keep in mind that all unexpended funds in expiring contracts will be utilized for future Housing First grants.