

THIRD AMENDMENT TO THE DOWNTOWN SAN DIEGO PARTNERSHIP FOR FAMILY REUNIFICATION PROGRAM AGREEMENT

This Third Amendment to the Family Reunification Program Agreement (Third Amendment) is made and entered into by and between the City of San Diego (City) and Downtown San Diego Partnership Foundation (Contractor), also referred to individually as “Party” and collectively as the “Parties.”

RECITALS

1. City approved a non-profit certification on June 1, 2022, for family reunification program services, resulting in a contract between the City and Contractor (Contract), with an initial term of one (1) year beginning on July 1, 2022 and extending through June 30, 2023 (Initial Term). The Contract was executed on July 28, 2022, and is comprised of the Contract and several exhibits.

2. On December 15, 2022, the City executed a first amendment to include additional scope of services for family reunification program services to provide prevention and shelter diversion through outreach street-based case management and housing relocation.

3. On May 23, 2023, the City executed a second amendment to modify the compensation for the family reunification program transferring \$65,000 from savings in Personnel Expenses, due to a delay in fully staffing all position, to Non-Personnel Expenses, with no change to the total program budget.

4. The City has exercised its option to extend the Contract for an additional one-year period from July 1, 2023 to June 20, 2024 (First Option Period).

5. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.

6. The Parties wish to amend the Contract to increase the compensation by \$1,944,068 for a total not to exceed \$2,894,068. Additionally, the Parties wish to replace Exhibit A, Scope of Services, of the Contract, including Appendices A and B, as described herein in order to separately describe the scope of services for the family reunification program and the coordinated street outreach program.

TERMS

For each section of the Contract, do the following:

1. Exhibit A, Scope of Services, of the Contract, which was subsequently amended, is hereby amended and restated in its entirety and replaced with the following attached hereto to this Third Amendment: (i) Exhibit A, Attachment 1, Family Reunification Program Scope of Services; and (ii) Exhibit A, Attachment 2, Coordinated Street Outreach Program Scope of Services.

Contract Amendment
Effective: October 13, 2014
OCA Document No. 861155_3

2. Article 1 “Contractor Services” is revised in part to add Section 1.5 as follows:

1.5. Homeless Housing Assistance Prevention (HHAP) Funds. Due to the use of State Homeless Housing Assistance Prevention (HHAP) funds by the City, this Contract incorporates by reference HHAP Terms and Conditions, attached hereto as Exhibit D.

3. Exhibit D, “Homeless Housing, Assistance, and Prevention Program (HHAP) Terms and Conditions” is added to the Contract and is attached hereto as to this Third Amendment.

4. Article 3 “Compensation”, Subsection 3.1 “Amount of Compensation” of the Contract is amended and restated in its entirety, to read as follows:

3.1 Amount of Compensation. The City shall pay the Contractor for performance of all Services rendered in accordance with this Contract, including reasonable related expenses, in an amount not to exceed \$2,894,068, with an amount not to exceed \$950,000 during the Initial Term and \$1,944,068 during the First Option Period in accordance with the Budget & Compensation sections of Exhibit A. Subject to the written approval of the Contractor Administrator, the Contractor Administrator may allow adjustments between the funding sources and between spending categories (Personnel Expenses and Non-Personnel Expenses) identified in the Budget & Compensation sections of Exhibit A, Scope of Services without an amendment to the Contract provided the modification does not result in any increase in the total amount of compensation.

5. This Third Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

6. All provisions of the Agreement not addressed in this Third Amendment remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment is executed by City and Contractor acting by and through their authorized officers.

Contractor
Downtown San Diego Partnership
Foundation

City of San Diego

By: *Justin Apger*
Justin Apger (Jul 20, 2023 08:06 PDT)

By: *CAbarca*

Name: Justin Apger

Name: Claudia Abarca

Title: Chief Operations Officer

Title: Director, Purchasing & Contracting

Date: Jul 20, 2023

Date: Jul 24, 2023

Approved as to form this 25 day of
July _____, 2023

MARA W. ELLIOTT, City Attorney

By: *Heather Ferbert*
Heather Ferbert (Jul 25, 2023 09:41 PDT)

Deputy City Attorney

Heather Ferbert

Print Name

**EXHIBIT A – ATTACHMENT 1
FAMILY REUNIFICATION PROGRAM
SCOPE OF SERVICES**

A. OVERVIEW

The Homelessness Strategies and Solutions Department (HSSD) is the department of the City that oversees and develops homelessness related programs and services. HSSD plans, develops, and oversees a comprehensive network of citywide programs that provide immediate assistance and long-term solutions to meet the needs of those experiencing homelessness in the City.

As part of the City's efforts to address homelessness, Contractor will operate a Family Reunification Program (Program) in the City of San Diego contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

B. ADMINISTRATIVE OFFICE LOCATION

The Contractor will maintain administrative offices at 401 B Street, Suite 100, San Diego, CA. 92101.

C. PROGRAM SITE LOCATION

The Contractor will operate the Program from four locations: 1111 Sixth Ave, Suite 101, San Diego, CA. 92101; 1401 Imperial Ave, San Diego, CA. 92101; and 410 16th St. San Diego, CA. 92101 (collectively, the Program Sites). The Program must operate Monday through Friday, 6:30 am to 3:00 pm.

D. PROGRAM DESCRIPTION

The Program design will serve participants in a welcoming and solution-focused approach. The Program will utilize trauma-informed care, motivational interviewing, and harm reduction model. All services must be easily accessible and evaluated for effectiveness on a regular basis.

The Program, in collaboration with local service agencies and the HSSD, provides one-way transportation assistance services to individuals who are experiencing homelessness or at risk of becoming homeless in the City and wish to reunify with family or other support systems in distant parts of the continental United States. Reunification with family and other support systems enables individuals to identify permanent housing and end their episode of homelessness.

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

E. PROGRAM SERVICES

1. Target Population/Geographical Area

The Program will target individuals experiencing homelessness or who are at risk of

homelessness in the City whose homelessness can be resolved through reunification with family or other support systems.

Contractor's staff will engage individuals experiencing homelessness living in the street, sleeping in shelters, accessing the Homelessness Response Center (HRC), and other locations in the San Diego area, as determined by the HSSD.

2. Persons Served

The Contractor will reconnect at a minimum 700 unduplicated individuals with family or other support systems during each fiscal year (July 1st through June 30th). The number of reconnected individuals for future option years will be determined on the funding and final budget determined to be available for that year.

3. Services

Contractor shall provide the following services:

- a) Assistance identifying and reconnecting participants experiencing homelessness with their family or other support systems;
- b) Addressing basic needs, including, but not limited to, access to food, clothing and safety; and
- c) Assistance with transportation.

4. Program Eligibility

- a) Each Program participant will be:
 1. An individual who meets the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1) or Fleeing/Attempting to Flee Domestic Violence (Category 4);
 2. Certified as homeless using HUD's preferred order of documentation (24 CFR Part 91, 582, and 583), third party certification is preferred; and
 3. Residing in the City of San Diego.
- b) 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:
 1. Sobriety and/or commitment to be drug-free;
 2. Requirements to take medication if the participant has a mental illness;
 3. Participation in religious services or activities;
 4. Participation in drug treatment services (including NA/AA);
 5. Payment or ability to pay; or
 6. Identification

F. PROGRAM COMPONENTS

Service delivery will be housing-focused which aims to resolve the Program participant's homelessness as quickly as possible while also meeting the participants basis needs. Shelter staff and persons who interact with participants will be trained on homeless population service provision, positive engagement, and general customer service standards that address the needs of the target population. Services to be provided include, but are not limited to:

1. Alignment with Housing First principles with low barrier to entry and operations.
2. Assistance with identifying safe, permanent housing.
3. Provide services at shelters and the HRC on a rotating schedule.
4. Coordination with and referrals to County State, and Federal programs as well as nonprofits and social service agencies, as appropriate.
5. Diversion Coordinator(s) who will, at a minimum:
 - a) Be trained to identify eligible Program participants
 - b) Make contact with reliable resources (relatives, close friends, treatment facilities, etc.) to maximize the opportunity for a successful transition out of homelessness.
6. Follow up communications with relocated participants immediately upon arrival after relocation.
7. A process to collect participant satisfaction data and report quarterly to the City, including summarizing the 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

G. SYSTEM COORDINATION

1. 2-1-1 San Diego Participation

Contractor 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, Contractor must have updated and/or approved the program service listing in the 2-1-1 San Diego database within the past twelve (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>.

2. Community Information Exchange (CIE)

Contractor 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 participant profiles and aid in the creation of service plans and coordination of care. The Contractor is expected to work with 2-1-1 to identify

and implement the most appropriate level of integration for the Program; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

H. COMMUNITY ENGAGEMENT

Contractor shall maintain a Community Engagement/Good Neighbor Plan for the areas surrounding the Program Sites 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. Demonstrating community input has been reviewed and incorporated into operations plans, as appropriate.

I. LEVERAGE COMMITMENT

Contractor must provide summary documentation of any leveraged or in-kind resources used to enhance Program services and operations within 30 days following the end of the Agreement term. 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 and may be used to support any activity within the project provided by the recipient or subrecipient.

J. NON-EXPENDABLE PROPERTY ACQUISITION

City retains title to all non-expendable property provided to Contractor by City, or which Contractor may acquire with funds from this Agreement requesting reimbursement for such expenditures. For purposes of this Agreement, non-expendable property is defined as tangible personal property having a useful life of more than one year and an acquisition cost of more than more than \$5,000 per item. Contractor shall not expend funds under this Agreement for the acquisition of non-expendable property without prior written approval of the City or as approved within the Program's budget for start-up costs required for the Program. Acquisition of non-expendable property shall comply with the City's contracting procurement requirements. Contractor understands and agrees that all non-expendable property procured under this contract are for the benefit of the City and are the sole property of the City.

Contractor shall maintain an inventory of non-expendable property, including dates of purchase and disposition of the property. Inventory records on non-expendable property shall be retained and made available to the City upon request for at least three years following date of disposition.

Non-expendable property that has a value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the City may retain title under this paragraph,

shall be disposed of at the end of the agreement as follows: at City's option, it may 1) have Contractor deliver to another City contractor or have another City contractor pick up the non-expendable property; 2) allow the Contractor to retain the non-expendable property provided that the Contractor submits to the City a written statement in the format directed by the City on how the non-expendable property must be used for the public good; or 3) direct the Contractor to return to the City the non-expendable property.

K. RESPONSIBILITY OF EQUIPMENT

City shall not be responsible nor held liable for any damage to any persons or property as a result of the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished rented, or loaned to Contractor by the City or purchased by Contractor with funds under this Agreement. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to defend (with legal counsel reasonably acceptable to City), exonerate, indemnify, protect, and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, City or other persons or property. Equipment includes but is not limited to material, computer hardware and software, tools, or other things. Contractor shall repair or replace, at Contractor's expense, all City equipment or fixed assets that are damaged or lost because of Contractor negligence.

L. RECRUITMENT AND HIRING OF STAFF FOR OPERATIONS OF THE PROGRAM

Contractor must make a good faith effort to recruit persons with lived experience as staff or volunteers. Contractor shall provide the following within sixty (60) days of agreement signing:

1. Job descriptions for program staff in alignment with local and national best practices for delivery of all program services as described herein.

M. OPERATIONAL PLANNING AND SET UP

The Contractor's staff must adhere to the following:

1. Engage with individuals who are experience homelessness and work intensively to resolve homelessness.
2. Follow the Policy Guidelines and Street Community Standards.
3. Respond to service requests from the City's Outreach Manager.
4. Participate in daily operational briefings and regular coordinated outreach meetings as determined by the City Outreach Manager.
5. Comply with policies and procedures for infectious disease prevention and safety measures in accordance with all County of San Diego Public Health and/or City mandates and guidelines.

6. All staff, whether employed by the Contractor(s) or staff through a third-party vendor must be trained in the following areas:
 - a) Cultural competency to best serve the target population;
 - b) All public health and infectious disease prevention safety measures in effect during the term of this agreement;
 - c) The Program's terms of service; and
 - d) Critical incident reporting.

N. PROGRAM POLICY REQUIREMENTS FOR SERVICE DELIVERY AND PROGRAM OPERATIONS

Contractor shall submit a copy of Contractor's Program policies and procedures to the City within sixty (60) days of signing the Agreement. Contractor is expected to revise the Program policies and procedures annually. The City will review the Program policies and procedures at the start of the initial term of the Agreement, and annually thereafter for any option period. The City will review for all minimum components identified below and must provide technical assistance and collaborate for ongoing improvement and modifications based on participant feedback, outcomes, and best practices. Any changes to the Program policies and procedures shall be submitted to the City for review before implementation. The City reserves the right to request changes to Program policies and procedures throughout the term of the Agreement. Upon request, Contractor must submit current Program policies and procedures to the City within 15 calendar days.

The Program policies and procedures must be organized and include a table of contents outlining all content and must include at a minimum:

1. A table of contents outlining all content including forms and other appendices.
2. Program design as it relates to the target population and surrounding community that:
 - a) Is grounded in Housing First principles.
 - b) Utilizes harm reduction, trauma-informed care, diversion strategies, and cultural competency for best practices.
 - c) Is in alignment with all fair housing, non-discrimination, and equal opportunity regulations and best practices.
 - d) Includes a description for how internal and external resources and partnerships are utilized to maximize program participant services.
3. Record management and retention.
4. Requirements for annual training for Contractor's staff, including those outlined in section O, below. Contractor's staff are expected to apply training in service delivery, engagement, and communication with participants.
5. Service description and delivery method for all services outlined in the Program Services section and the following:

- a) Diversion, 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;
 - b) Intake process and eligibility criteria; and
 - c) Case management including assessment, development of reunification plan, case note documentation, issuance of RTFH-approved triage tool for all Program participants, when needed and appropriate and as applicable to program service model.
6. Program exit procedures and termination policies.
7. Process for verifying and documenting homelessness in alignment with the federal Department of Housing and Urban Development's (HUD's)¹ recordkeeping and reporting requirements. Policy must include the following:
- a) Process for verifying homelessness at intake while ensuring lack of third-party documentation is not a barrier to program entry;
 - b) HUD's definition of homeless and chronic homelessness;
 - c) Identification of the categories of homelessness that apply to the Program;
 - d) List examples of documentation accepted by HUD to verify homeless status with HUD's preferred order of verification identified;
 - e) Method for obtaining acceptable forms of documentation to verify homelessness; and
 - f) Process to obtain any outstanding third-party verifications when unable to obtain prior program enrollment.
8. Critical incident reporting policies and procedures:
- All critical incidents must be reported to the City designee as soon as possible, but no later than 24 hours after the incident occurs. 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.
9. Procedure for collecting and assessing participant feedback and for incorporating participant feedback into service delivery and Program design.

¹ 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>

10. Participant grievance policies and procedures, including appeals process. Participant confidentiality and privacy and consent procedures.
11. Progressive disciplinary and conflict resolution policy for participants and procedures for participant appeals.
12. Service Agreement or Terms of Service which include reference to violations that could lead to immediate termination from the Program.
13. Policies and procedures for compliance with the American with Disabilities act including Contractor's process to:
 - a) Requesting a reasonable accommodation;
 - b) Evaluating and processing of requests;
 - c) Informing the participant of the decision;
 - d) Appealing decisions; and
 - e) Notifications.
14. Notice of privacy practices to be provided to participants.
15. Rights of persons served.
16. Policy describing how households or individuals outside of the target population are served and any exclusionary policies, as applicable.
17. Housing First Fidelity.
 - a) Description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles.
18. The policies must align with RTFH community standards, as they apply to the Program, and demonstrate the Program does not:
 - a) Require a minimum level of income at entry,
 - b) Screen out for substance use,
 - c) Screen out for criminal record except as mandated by Federal, State, or local regulations,
 - d) Screen out persons with history of victimization (domestic violence, assault, abuse), or
 - e) Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
19. 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 participants housing or determine they want assistance moving into permanent housing.

20. Mandated reporting procedures.

The City will provide Contractor with training or consultation necessary to carry out service delivery requirements and evaluations.

O. PROGRAM STANDARDS AND PERFORMANCE MONITORING

1. Compliance, Performance Monitoring, and Improvement Activities

- a) Contractor must actively participate in compliance and performance monitoring and improvement activities required by the City.
- b) Contractor must attend and contribute to compliance meetings or training (sharing Contractor’s expertise and learning from others), and partner with the City in a collaborative improvement process by identifying and implementing improvements.
- c) City staff, may visit the Program Sites from time to time to ensure compliance, performance monitoring, and provide guidance or technical assistance to improve activities within the Program. Generally, these visits will be prescheduled but that may not always be possible.
- d) Program policies and procedures must be provided within sixty (60) days of signing the Agreement and organized as set forth in Section N, above.
- e) Contractor shall comply to the standards and procedures set forth by HSSD’s FY23, or most recent, Performance, Monitoring, and Finance Unit Contracting Procedures Manual (Manual). The Manual will be available at <https://www.sandiego.gov/files/hssdmanualv2023maypdf>.

2. Fiscal Compliance

- a) Request for Reimbursement (RFRs) shall be submitted to City by the 15th calendar day of the month following the month during which services were provided, or the first business day thereafter, using a template provided by City. Contractor shall provide supporting documentation, including:
 - 1. Invoices and/or receipts;
 - 2. Check registers;
 - 3. Payroll registries; and
 - 4. Detailed general ledger reports
- b) If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same will be deemed to be a gratuitous effort on the part of the Contractor.

3. Program Records

a) Record Keeping

1. Contractor must maintain all personal participant information confidential and will maintain any personal participant files in a locked file cabinet or in password protected computer files.
2. Contractor must maintain program inventory of all equipment and furniture purchased through this agreement's funding. The Contractor shall keep record in a template provided by the City.

b) Homelessness Management Information System (HMIS)

A Homeless Management Information System (HMIS) is a local information technology system used to collect participant-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.

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

The Contractor will provide written authorization for the City to be listed as a Program Administrator once the Program has been enrolled in HMIS and registered with the RTFH. If necessary, the Contractor shall provide written authorization to RTFH for the City to be listed as Program Administrator.

Any health information provided to, or maintained within HMIS shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. City may, as required by grant funders or otherwise, amend or modify required data elements, disclosure formats, or disclosure frequency.

c) Mandatory Attendance

1. Throughout the Agreement term, the City will host periodic roundtable meetings where the City can share information, discuss best practices, and provide technical assistance to providers.
2. Contractor must attend the roundtable meetings, including at a minimum, attendance at the Fiscal Year Kickoff Workshop and at least one technical assistance roundtable.

P. STAFFING AND TRAINING

Contractor must participate in any relevant training provided by the City or RTFH, as directed by the City. Contractor must participate in any future assessments that may be conducted by a third-party consultant retained by the City to ensure Program design best meets the needs of the population being served and aligns with national best practices and regional standards as determined by the City and RTFH.

Contractor will provide documentation of training for Program staff on all mandatory subjects identified by the City, including trauma-informed care, motivational interviewing, harm reduction, and diversity and cultural competency, regardless of length of service

Contractor is responsible for ensuring their staff attend, participate in, and complete necessary trainings, as well as keep a record of all trainings completed by staff employed for this program. Trainings shall be completed within six (6) months of hire date, unless completed within the past two (2) years. Trainings must be refreshed as indicated below for the following trainings:

1. Cultural Competency – every three (3) years.
2. Motivational Interviewing - every three (3) years.
3. Trauma Informed Care - every three (3) years.
4. Harm Reduction - every three (3) years.
5. Mandated Reporter - every three (3) years.
6. Substance Use Disorders - every three (3) years.
7. Mental Health Recovery- every three (3) years.
8. Effective Goal Setting (SMARTER) - every three (3) years.
9. HMIS Documentation – Initial training within one (1) month of hire date; every three (3) years or as soon as possible if substantial changes to standards occur, including:
 - a. Coordinated Entry.
10. First-Aid and CPR – Initial training within three (3) months of hire; refresh as necessary to maintain certification
11. Additional future training as needed to address public health concerns.

Contractor may provide ‘in house’ training to their staff. HSSD must receive curriculum and approve such training.

Q. PROGRAM OUTCOMES

All Program progress must be documented to the City through recurring reports (i.e. monthly, quarterly, and term-end) in a form, format, and submission timeline determined by the City. Delays in responding to inquiries from the City regarding recurring reports may result in an action of noncompliance.

If stated benchmarks as defined below are not met, Contractor may be required to submit a

performance improvement plan in a form and format determined by the City.

For the Agreement term, Contractor must use good faith efforts to accomplish the following primary Program outcomes and targets:

PERFORMANCE, OUTPUTS & OUTCOMES	MEASURES	TARGET
<i>The City 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 City to provide technical assistance.</i>		
Number of persons served	Number of individuals/households served	At least 700 unduplicated individuals
	Unique	Reporting Only
	Aggregated	
Prioritization	Percentage of participants referred from the By-Name-List	
	Percentage of engaged clients exited to permanent housing matched through CES	
Exits	Total exits per month and YTD	Reporting Only
	Exits to permanent housing	
	Exits to emergency shelter per month and YTD	
	Exits to longer-term housing per month and YTD	
	Length of time to exit by type per month and YTD	

PERFORMANCE, OUTPUTS & OUTCOMES	MEASURES	TARGET
Conversion	Percentage of enrollments that are converted into engagements	Reporting Only
	Length of time to convert participant enrollments into engagements	
System coordination	Number of resource referrals provided by type	Reporting Only
	Participants assisted in obtaining valid identification and/or social security card	
Response	Number of requests received by source and response time	Reporting Only
	Geographic distribution detail by council district	
	Participants assisted in obtaining valid identification and/or Social Security Number (SSN) card	
	Percentage of engaged participants exited to permanent housing matched through CES	
	Instances of service	

R. MEDIA & COMMUNICATION

Contractor must coordinate with and seek the prior written consent and permission of the City’s Communications and Government Relations Department before distributing any printed or electronic materials specific to the Program or of the Program experience of participants funded through this Agreement, including Media Advisories, News Releases, Newsletters, and Reports. The City’s permission will not be unreasonably withheld, conditioned or delayed. Should the City fail to respond to a request for permission within seven days of the date of receipt of such materials, City’s prior written consent and permission shall no longer be required. n.

Contractor further agrees, recognizing the urgency with which media frequently makes requests for information, Contractor will exhibit a good faith effort to immediately seek the prior written consent and permission of the City before responding to such inquiries.

S. CLOSE-OUT

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

Contractor’s obligation to the City 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 material); and
3. Determining the custodianship of records.

T. BUDGET & COMPENSATION

A detailed budget has agreed to by the parties is incorporated herein by this reference which contains pre-approved specific line-item expenditures. Any necessary adjustments to specific line-item amounts included in the detailed budget will be memorialized through an administrative review and approval process by HSSD and acknowledged by the Contractor. At no time will approvals of line-item changes result in an increase to the overall budget as set forth in the Agreement. The table listed below is a summary of the agreed budget for the Program.

SPENDING CATEGORIES (July 1, 2023 – June 30, 2024)	BUDGET
Personnel Expenses (PE)	\$ 287,586
Non-Personnel Expenses (NPE)	\$ 406,788
Overhead	\$ 69,438
Total Budget	\$ 763,812

Contractor shall submit Request for Reimbursement and invoices in compliance with the approved detailed budget.

**EXHIBIT A – ATTACHMENT 2
COORDINATED STREET OUTREACH PROGRAM
SCOPE OF SERVICES**

A. OVERVIEW

The Homelessness Strategies and Solutions Department (HSSD) is the department of the City that oversees and develops homelessness related programs and services. HSSD plans, develops, and oversees a comprehensive network of citywide programs that provide immediate assistance and long-term solutions to meet the needs of those experiencing homelessness in the City.

As part of the City's efforts to address homelessness, Contractor will operate a Coordinated Street Outreach Program (Program) in the City of San Diego. The Program will provide focused outreach with the purpose of improving quality of life of residents of encampments by connecting them to services and shelter available within the City.

B. ADMINISTRATIVE OFFICE LOCATION

The Contractor will maintain administrative offices at 401 B Street, Suite 100, San Diego, CA. 92101.

C. PROGRAM SITE LOCATION

The Contractor must operate the Program in an assigned geographical location within the City of San Diego. The Program will operate Monday through Friday, 6:30 am to 3:00 pm, and must meet where individuals experiencing homelessness are located, including streets, encampments, etc.

D. PROGRAM DESCRIPTION

The Program design serve participants in a welcoming and solution-focused approach. The Program will utilize trauma-informed care, motivational interviewing, and harm reduction model. All services must be easily accessible and evaluated for effectiveness on a regular basis. Utilizing Housing First principles, the Program will engage individuals and households who are experiencing homelessness. The Contractor's roles is to provide outreach services focused on resources in identified concentrations of unsheltered individual with an emphasis on diverting connections to bridge housing, emergency shelter, and supportive services.

Through guidance from the City, Contractor's outreach activities will align with the City's coordinated outreach approach. Contractor's outreach activities will cover all identified neighborhoods within the City and align with emerging best practices regarding service models, including street-based case management. Contractor's outreach staff will conduct activities in assigned neighborhoods/council districts with the goal of fostering rapport with individuals experiencing unsheltered homelessness, understanding their needs, providing intensive street-based case management, and connecting individuals to supportive services and exits to permanent housing.

In addition, Contractor's outreach staff will respond to referrals submitted through a variety of channels, including, 211, the City of San Diego's Get It Done reporting system, and community feedback. Contractor's outreach workers will assess the location, offer services, and determine appropriate next steps to resolve the individual's homelessness. Work Orders assigned to Contractor will be completed within a reasonable time frame and outcomes communicated through the City of San Diego mobile application.

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

E. PROGRAM SERVICES

1. Target Population/Geographical Area

The Program will prioritize single adults/households within the City of San Diego experiencing unsheltered homelessness and will focus on areas in Downtown San Diego. The Contractor will provide street-based case management focused on facilitating permanent housing placements to unsheltered individuals in City of San Diego - Downtown Property and Business Improvement District (PBID) boundary includes most of Downtown south and west of Interstate 5. For benefit apportionment purposes, the PBID has been divided into the following six zones: Columbia, Core, Cortez, East Village, Gaslamp Quarter, and Marina

2. Persons Served

The Contractor will serve, at least, 324 unduplicated individuals. The number of individuals to serve for future option years will be determined on the funding and final budget determined to be available for that year.

3. Services

Contractor shall conduct outreach and engagement efforts in geographical locations where encampments are located and document a by-name list, which shall be a comprehensive list of every individual experiencing homelessness located specifically within Downtown PBID with the goal of:

- a) Rapid resolution assistance, including determining diversion opportunities;
- b) Conduct regular and frequent visits to encampments to building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
- c) Make effort to maintain contact with known individuals as frequently as possible to foster deeper engagement and linkage to community resources and longer-term and permanent housing options as frequently as possible;
- d) Maintain up-to-date contact information and information on area most frequented by individuals;
- e) Addressing basic needs, including access to food, clothing, and safety;
- f) Access to shelter, through participation in the Coordinated Shelter Intake process;

- g) Access to housing-focused street-based case management services,:
 - 1. Development of participant housing plan, including stabilization strategies and participant goals and objectives;
 - 2. Coordination with any referrals to County, State, and Federal programs, as well as nonprofits and social services, as appropriate;
 - 3. Assistance in locating safe and affordable permanent or other longer-term housing, including determining housing interventions and opportunities outside of Coordinated Entry System (CES);
 - 4. Completion of intakes, screening, assessments, and case conferencing or other integral components of CES as established by RTFH community standards and policies;
 - 5. Assistance with housing applications and supportive/subsidized housing paperwork.
- h) Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate.
- i) Maintaining documentation of outreach efforts and participants' choice to accept or refuse resources referrals/opportunities, in a form and format determined by the City or as established by RTFH community standards and policies.

4. Program Eligibility

- a) Each Program participant must be:
 - 1. An individual who meets the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1) or Fleeing/Attempting to Flee Domestic Violence (Category 4);
 - 2. Certified as homeless using HUD's preferred order of documentation (24 CFR Part 91, 582, and 583), third party certification is preferred; and
 - 3. Residing in the City of San Diego.
- b) 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:
 - 1. Sobriety and/or commitment to be drug-free;
 - 2. Requirements to take medication if the participant has a mental illness;
 - 3. Participation in religious services or activities;
 - 4. Participation in drug treatment services (including NA/AA);
 - 5. Payment or ability to pay; or
 - 6. Identification.

F. PROGRAM COMPONENTS

Service delivery will be housing-focused which aims to resolve the Program participant's

homelessness as quickly as possible while also meeting the participant's basic needs. Staff and persons who interact with participants will be trained on homeless population service provisions, positive engagement, and general customer service standards that address the needs of the target population. Services to be provided include, but are not limited to:

1. Alignment with Housing First principles with low barrier to entry and operations.
2. Assistance with obtaining safe, permanent housing.
3. Where necessary, provide linkage to health resources including mental and behavioral health services based on person centered needs.
4. Provide access to case management and other appropriate permanent housing-focused services as described in Section E(3)(g)(1-6) above (e.g., Housing Navigations, Case Conferencing).
5. Collecting participant satisfaction data halfway through the Program (six months) and at the end of the Program at a minimum, and reporting to the City summarizing how participant satisfaction data was collected during the reporting period, the assessment of the data and how the findings were incorporated into service delivery and program design.

G. SYSTEM COORDINATION

1. Coordinated Entry System (CES)

The Coordinated Entry System (CES) functions throughout the San Diego region and connect individual and families experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the RTFH. Information provided by homeless individuals and entered into the Homeless Management Information System (HMIS) is utilized by RTFH to triage homeless San Diegans into the most appropriate housing intervention.

- a. Contractor must participate in CES as established by the RTFH and focus on the CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all program participants, when appropriate and as established by RTFH.
- b. Participation in housing navigation, case conferencing, or other integral components of CES when appropriate and as established by RTFH.

2. 2-1-1 San Diego Participation

Contractor 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, Contractor must have updated and/or approved the program service listing in the 2-1-1 San Diego database within the past twelve (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>.

3. Community Information Exchange (CIE)

Contractor 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 participant profiles and aid in the creation of service plans and coordination of care. The Contractor is expected to work with 2-1-1 to identify and implement the most appropriate level of integration for the Program; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

H. COMMUNITY ENGAGEMENT

Contractor shall maintain a Community Engagement/Good Neighbor Plan for the areas 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. Demonstrating community input has been reviewed and incorporated into operations plans, as appropriate.

I. LEVERAGE COMMITMENT

Contractor must provide summary documentation of any leveraged or in-kind resources used to enhance Program services and operations within 30 days following the end of the Agreement term. 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 and may be used to support any activity within the project provided by the recipient or subrecipient.

J. NON-EXPENDABLE PROPERTY ACQUISITION

City retains title to all non-expendable property provided to Contractor by City, or which Contractor may acquire with funds from this Agreement requesting reimbursement for such expenditures. For purposes of this Agreement, non-expendable property is defined as tangible personal property having a useful life of more than one year and an acquisition cost of more than \$5,000 per item. Contractor shall not expend funds under this Agreement for the acquisition of non-expendable property without prior written approval of the City or as approved within the Program's budget for start-up costs required for the Program. Acquisition of non-expendable property shall comply with the City's contracting procurement requirements. Contractor understands and agrees that all non-expendable property procured under this Contract are for the benefit of the City and are the sole property of the City.

Contractor shall maintain an inventory of non-expendable property, including dates of purchase and disposition of the property. Inventory records on non-expendable property shall be retained and made available to the City upon request for at least three years following date of disposition.

Non-expendable property that has a value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the City may retain title under this paragraph, shall be disposed of at the end of the Contract as follows: at City's option, it may 1) have Contractor deliver to another City contractor or have another City contractor pick up the non-expendable property; 2) allow the Contractor to retain the non-expendable property provided that the Contractor submits to the City a written statement in the format directed by the City on how the non-expendable property must be used for the public good; or 3) direct the Contractor to return to the City the non-expendable property.

K. RESPONSIBILITY OF EQUIPMENT

City shall not be responsible nor held liable for any damage to any persons or property as a result of the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished rented, or loaned to Contractor by the City or purchased by Contractor with funds under this Agreement. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to defend (with legal counsel reasonably acceptable to City), exonerate, indemnify, protect, and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, City or other persons or property. Equipment includes but is not limited to material, computer hardware and software, tools, or other things. Contractor shall repair or replace, at Contractor's expense, all City equipment or fixed assets that are damaged or lost because of Contractor negligence.

L. RECRUITMENT AND HIRING OF STAFF FOR OPERATIONS OF THE PROGRAM

Contractor must make a good faith effort to recruit persons with lived experience as staff or volunteers. Contractor shall provide the following within sixty (60) days of signing of the Agreement:

1. Job descriptions for Program staff in alignment with local and national best practices for delivery of all Program services as described herein.

M. OPERATIONAL PLANNING AND SET UP

The Contractor's coordinated street outreach staff must adhere to the following :

1. Engage with individuals who are predominantly unsheltered in assigned area and work intensively to resolve homelessness (shelter users should be engaged, rarely, if ever).
2. Follow the Policy Guidelines and Street Community Standards.
3. Respond to service requests from the City's Outreach Manager.
4. Staff two shifts per day.

5. Have assigned areas within the City that staff are expected to know as many unsheltered people as possible by name, prioritize who they will try to resolve homelessness for first, accompany people to appointments to take care of tasks in the process (e.g. transport to Social Security Office), get all paperwork completed for Coordinated Entry, and coordinate with other services in sustaining the tenancy after Street-Based Case Management work is completed. As applicable, assigned areas could be informed by “hotspots” data provided by the City (e.g. Performance and Analytics geospatial analysis or Get It Done).
6. Work with smaller group of unsheltered people intensely rather than a larger group peripherally.
7. Coordinate with the Rapid Response Team on individuals that do not currently want housing assistance but may benefit from follow-up at a later time, and need or may be interested in other options of street-based interventions.
8. Leverage the expertise of Peer Support Specialists in engagement and to assists with task completion and to engage with people that do not want housing assistance.
9. Participate in daily operational briefings and regular coordinated outreach meetings as determined by the City Outreach Manager.
10. Comply with policies and procedures for infectious disease prevention and safety measures in accordance with all County of San Diego Public Health and/or City mandates and guidelines.
11. All staff, whether employed by the Contractor(s) or staff through a third-party vendor, must be trained in the following areas:
 - a) Cultural competency to best serve the target population;
 - b) All public health and infectious disease prevention safety measures in effect during the term of this agreement;
 - c) The Program’s terms of service; and
 - d) Critical incident reporting.

N. PROGRAM POLICY REQUIREMENTS FOR SERVICE DELIVERY AND PROGRAM OPERATIONS

Contractor shall submit a copy of Contractor’s Program policies and procedures to the City within sixty (60) days of signing the Agreement. Contractor is expected to revise the Program policies and procedures annually. The City will review the Program policies and procedures at the start of the initial term of the Agreement, and annually thereafter for any option period. The City will review for all minimum components identified below and provide technical assistance and collaborate for ongoing improvement and modifications based on participant feedback, outcomes, and best practices. Any changes to the Program policies and procedures shall be submitted to the City for review before implementation. The City reserves the right to request changes to Program policies and procedures throughout the term of the Agreement. Upon

request, Contractor must submit current Program policies and procedures to the City within 15 calendar days.

The Program policies and procedures must be organized and include a table of contents outlining all content and must include at a minimum:

1. A table of contents outlining all content including forms and other appendices
2. Program design as it relates to the target population and surrounding community that:
 - a) Is grounded in Housing First principles.
 - b) Utilizes harm reduction, trauma-informed care, diversion strategies, and cultural competency for best practices.
 - c) Is in alignment with all fair housing, non-discrimination, and equal opportunity regulations and best practices.
 - d) Includes a description for how internal and external resources and partnerships are utilized to maximize program participant services.
3. Record management and retention.
4. Requirements for annual training for Contractor's staff, including those outlined in section O, below. Contractor's staff are expected to apply training in service delivery, engagement, and communication with participants.
5. Service description and delivery method for all services outlined in the Program Services section and the following:
 - a) Diversion, 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;
 - b) Intake process and eligibility criteria; and
 - c) Case management including assessment, development of reunification plan, case note documentation, issuance of RTFH-approved triage tool for all Program participants, when needed and appropriate and as applicable to program service model.
6. Program exit procedures and termination policies.
7. Process for verifying and documenting homelessness in alignment with the federal Department of Housing and Urban Development's (HUD's)¹ recordkeeping and reporting requirements. Policy must include the following:
 - a) Process for verifying homelessness at intake while ensuring lack of third-party documentation is not a barrier to program entry;
 - b) HUD's definition of homeless and chronic homelessness;
 - c) Identification of the categories of homelessness that apply to the Program;

- d) List examples of documentation accepted by HUD to verify homeless status with HUD's preferred order of verification identified;
 - e) Method for obtaining acceptable forms of documentation to verify homelessness; and
 - f) Process to obtain any outstanding third-party verifications when unable to obtain prior program enrollment.
8. Critical incident reporting policies and procedures.
- a) All critical incidents must be reported to the City designee as soon as possible, but no later than 24 hours after the incident occurs. 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.
9. Procedure for collecting and assessing participant feedback and for incorporating participant feedback into service delivery and Program design.
10. Participant grievance policies and procedures, including appeals process.
11. Participant confidentiality and privacy and consent procedures.
12. Progressive disciplinary and conflict resolution policy for participants and procedures for client appeals.
13. Service Agreement or Terms of Service which include reference to violations that could lead to immediate termination from the Program.
14. Policies and procedures for compliance with the American with Disabilities act including Contractor's process to:
- a) Requesting a reasonable accommodation;
 - b) Evaluating and processing of requests;
 - c) Informing the client of the decision;
 - d) Informing the client of the decision;
 - e) Appealing decisions; and
 - f) Notifications.
15. Notice of privacy practices to be provided to participants.
16. Rights of persons served.
17. Policy describing how households or individuals outside of the target population are served and any exclusionary policies, as applicable.

¹Defining 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>

18. Housing First Fidelity.
 - a) Description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles.
19. The policies must align with RTFH community standards, as they apply to the Program, and demonstrate the Program does not:
 - a) Require a minimum level of income at entry,
 - b) Screen out for substance use,
 - c) Screen out for criminal record except as mandated by Federal, State, or local regulations,
 - d) Screen out persons with history of victimization (domestic violence, assault, abuse), or
 - e) Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
20. 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 participants determine they want assistance moving into permanent housing.
21. Mandated reporting procedures.

The City will provide Contractor with training or consultation necessary to carry out service delivery requirements and evaluations.

O. PROGRAM STANDARDS AND PERFORMANCE MONITORING

1. Compliance, Performance Monitoring, and Improvement Activities

- a) Contractor must actively participate in compliance and performance monitoring and improvement activities required by the City.
- b) Contractor must attend and contribute to compliance meetings or training (sharing Contractor's expertise and learning from others), and partner with the City in a collaborative improvement process by identifying and implementing improvements.
- c) City staff may visit the program sites from time to time to ensure compliance, performance monitoring, and provide guidance or technical assistance to improve activities within the Program. Generally, these visits will be prescheduled but that may not always be possible.
- d) Program policies and procedures must be provided within sixty (60) days of signing the Agreement and organized as set forth in in Section N, above.
- e) The Contractor shall adhere to the HSSD' policies and procedures defined in the Performance Monitoring and Finance Unit's FY23 Contracting Procedures Manual, or most recent. Manual is found in the HSSD website.

2. Fiscal Compliance

- a) Request for Reimbursement (RFRs) shall be submitted to City by the 15th calendar day of the month following the month during which services were provided, or the first business day thereafter, using a template provided by City. Contractor shall provide supporting documentation, including:
 1. Invoices and/or receipts;
 2. Check registers;
 3. Payroll registries; and
 4. Detailed general ledger reports
- b) If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same will be deemed to be a gratuitous effort on the part of the Contractor.

3. Program Records

a) Record Keeping

1. Contractor must maintain all personal participant information confidential and will maintain any personal participant files in a locked file cabinet or in password protected computer files.
2. Contractor must maintain program inventory of all equipment and furniture purchased through this Contract's funding. The Contractor shall keep record in a template provided by the City.

b) Homelessness Management Information System (HMIS)

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.

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

The City shall be listed as a Program Administrator once the Program has been enrolled in HMIS and registered with the RTFH. If necessary, the Contractor shall provide written authorization to RTFH for the City to be listed as Program Administrator.

Any health information provided to, or maintained within HMIS shall not be subject to public inspection or disclosure under the California Public Records Act

(Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, “health information” means “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. City may, as required by grant funders or otherwise, amend or modify required data elements, disclosure formats, or disclosure frequency.

c) Mandatory Attendance

1. Throughout the Agreement term, the City will host periodic roundtable meetings where the City can share information, discuss best practices, and provide technical assistance to providers.
2. Contractor must attend the roundtable meetings, including at a minimum, attendance at the Fiscal Year Kickoff Workshop and at least one technical assistance roundtable.

P. STAFFING AND TRAINING

Contractor must participate in any relevant training provided by the City or RTFH, as directed by the City. Contractor must participate in any future assessments that may be conducted by a third-party consultant retained by the City to ensure Program design best meets the needs of the population being served and aligns with national best practices and regional standards as determined by the City and RTFH.

Contractor will provide documentation of training for Program staff on all mandatory subjects identified by the City, including trauma-informed care, motivational interviewing, harm reduction, and diversity and cultural competency, regardless of length of service

Contractor is responsible for ensuring their staff attend, participate in, and complete necessary trainings, as well as keep a record of all trainings completed by staff employed for this program. Trainings shall be completed within six (6) months of hire date, unless completed within the past two (2) years. Trainings must be refreshed as indicated below for the following trainings:

1. Cultural Competency – every three (3) years.
2. Motivational Interviewing - every three (3) years.
3. Trauma Informed Care - every three (3) years.
4. Harm Reduction - every three (3) years.
5. Mandated Reporter - every three (3) years.
6. Substance Use Disorders - every three (3) years.
7. Mental Health Recovery- every three (3) years.
8. Effective Goal Setting (SMARTER) - every three (3) years.
9. HMIS Documentation – Initial training within one (1) month of hire date; every three (3) years or as soon as possible if substantial changes to standards occur, including:

a. Coordinated Entry.

10. First-Aid and CPR – Initial training within three (3) months of hire; refresh as necessary to maintain certification.

11. Additional future training as needed to address public health concerns.

Contractor may provide ‘in house’ training to their staff. HSSD must receive curriculum and approve such training.

Q. PROGRAM OUTCOMES

All Program progress must be documented to the City through recurring reports (i.e. monthly, quarterly, and term-end) in a form, format, and submission timeline determined by the City. Delays in responding to inquiries from the City regarding recurring reports may result in an action of noncompliance.

If stated benchmarks as defined below are not met, Contractor may be required to submit a performance improvement plan in a form and format determined by the City.

For the Agreement term, Contractor must use good faith efforts to accomplish the following primary Program outcomes and targets:

PERFORMANCE, OUTPUTS & OUTCOMES	MEASURES	TARGET
<i>The City 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 City to provide technical assistance.</i>		
Resource Utilization	Number of individuals/households served (unique and aggregated)	Reporting Only
	Demographics of individuals assisted	
Prioritization	Percentage of participants referred from the By-Name List	
	Percentage of engaged participants exited to permanent housing matched through CES	

PERFORMANCE, OUTPUTS & OUTCOMES	MEASURES	TARGET
Exits	Total exits per month and YTD	Reporting Only
	Exits to permanent housing	
	Exits to emergency shelter per month and YTD	
	Exits to longer-term housing per month and YTD	
	Length of time to exit by type per month and YTD	
Conversion	Percentage of enrollment that are converted into engagement	Reporting Only
	Length of time to convert participant enrollments into engagements	
System Coordination	Number of resource referrals provided by type	Reporting Only
	Participants assisted in obtaining valid identification and/or social security card	
Response	Number of requested received by source and response time	Reporting Only

R. MEDIA & COMMUNICATION

Contractor must coordinate with and seek the prior written consent and permission of the City’s Communications and Government Relations Department before distributing any printed or electronic materials specific to the Program or of the Program experience of participants funded through this Agreement, including Media Advisories, News Releases, Newsletters, and Reports. The City’s permission will not be unreasonably withheld, conditioned or delayed. Should the City fail to respond to a request for permission within seven days of the date of receipt of such materials, the City’s prior written consent and permission shall no longer be required.

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

S. CLOSE-OUT

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

1. Contractor’s obligation to the City will not end until all close-out requirements are completed. Activities during this close-out period will include, but are not limited to:
2. Making final payments;
3. Disposing of Program assets (including the return of all unused material); and
4. Determining the custodianship of records.

T. BUDGET & COMPENSATION

A detailed budget has agreed to by the parties and is incorporated herein by this reference which contains pre-approved specific line-item expenditures. Any necessary adjustments to specific line-item amounts included in the detailed budget will be memorialized through an administrative review and approval process by HSSD and acknowledged by the Contractor. At no time will approvals of line-item changes result in an increase to the overall budget as set forth in the Agreement. The table listed below is a summary of the agreed budget for the Program.

SPENDING CATEGORIES (July 1, 2023 – June 30, 2024)	BUDGET
Personnel Expenses (PE)	\$854,930
Non-Personnel Expenses (NPE)	\$218,030
Overhead	\$107,296
Total Budget	\$ 1,180,256

Contractor shall submit Request for Reimbursement and invoices in compliance with the approved detailed budget.

EXHIBIT D

HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM (HHAP) TERMS AND CONDITIONS

This Agreement is funded, in part, HHAP funds from the State of California. Contractor shall comply with the following requirements while operating the Program:

Ineligible Activities

Contractor shall not use of, or permit the use of, HHAP funds provided under this Agreement for any ineligible activities as defined in the City's HHAP Standard Agreement with the California Homeless Coordinating and Financing Council (CHCFC), a copy of which will be provided to Contractor upon request.

Nondiscrimination

Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Child Support Compliance Act

Contractor acknowledges in accordance with Public Contract Code 7110, that: (a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and (b) Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Compliance with State and Federal Laws, Rules, Guidelines and Regulations

Contractor agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3 program, the City, its subrecipients, and all eligible activities. . Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances.

Contractor shall provide copies of permits and approvals to the City upon request.

Inspections

- a. The City reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b. Contractor shall correct any work City determines based on such inspections not to conform to the applicable requirements and City reserves the right to require the work be corrected and to withhold payments to the Contractor until it is corrected.

Litigation

Contractor shall notify the City immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the City, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the City.

Special Terms and Conditions

Contractor agrees to accept technical assistance as directed by CHCFC or the City or by a contracted technical assistance provider acting on behalf of the CHCFC and report to the CHCFC and the City on programmatic changes the Contractor will make as a result of the technical assistance.










Third Amendment_DSDP_Family Reunification and Outreach Program Svcs

Final Audit Report

2023-07-25

Created:	2023-07-24
By:	Vanessa Delgado (CDelgado@sandiego.gov)
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