

SECOND AMENDMENT TO THE CITY NET OUTREACH AND ENGAGEMENT SERVICES AGREEMENT

This Second Amendment to the Outreach and Engagement Services Agreement (Second Amendment) is made and entered into by and between the City of San Diego (City) and City Net, a dba of Kingdom Causes, Inc. (Contractor), also referred to individually as “Party” and collectively as the “Parties.”

RECITALS

1. City approved a non-profit certification on October 15, 2021 for outreach and engagement services, resulting in a contract between the City and Contractor (Contract). The Contract was executed on October 28, 2021 and is comprised of the Contract and the City’s General Contract Terms and Provisions.

2. The City executed a first amendment on May 5, 2022 to increase the Contractor’s compensation and include additional scope of services for the Bridge Housing Project and permit Contractor’s use of the property located at 1788 Palm Avenue, San Diego, California 92154 on a temporary basis for bridge housing in accordance with the Shelter Crisis Declaration adopted by the Council of the City of San Diego on February 23, 2022 by Resolution R-313888.

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

4. The Parties wish to amend the Contract to increase the compensation, and revise and/or add additional services to both the Outreach component of the Contract in Exhibit A and the Contractor’s Bridge Housing Project at Palm Avenue in Attachment 1 to the First Amendment to the Contract.

TERMS

For each section of the Contract amendment, do the following:

1. Article 3. Compensation of the Contract is revised 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 Agreement, including reasonable related expenses, in an amount not to exceed \$1,433,144.93. The total compensation available to Contractor during Fiscal Year 2023 shall not exceed \$1,000,000.

2. Exhibit A, Scope of Services, Section A. Overview of the Contract is REVISED BY ADDING a second paragraph, as follows:

Utilizing Housing First principles, the Program’s objective is to actively engage individuals or households who are experiencing homelessness. One of the Contractor’s roles is to provide Outreach services focusing resources in identified concentrations of unsheltered individuals with an emphasis on diverting individuals from the homeless response system, meeting basic needs, and providing connections to bridge housing, emergency shelter, and supportive services.

3. Exhibit A, Scope of Services, Section F. Budget/Reimbursable Costs of the Contract is REVISED in its entirety, as follows:

F. BUDGET/REIMBURSABLE COSTS

All services described herein will be paid by the City as reimbursable cost in accordance with the fees described in the following table:

	July-Sept 2022	October 2022-June 2023	Total FY 23
Outreach	\$ 172,137.72	\$ 346,631.50	\$ 518,769.22

4. Exhibit A, Scope of Services, of the Contract is REVISED BY ADDING Sections G–H, as follows:

G. PROGRAM SERVICES

1. Target Population/Geographical Area

Outreach will prioritize households within the City experiencing unsheltered homelessness as identified in the By-Name-List (BNL), a comprehensive list of every person in a community experiencing homelessness, updated in real time, administered by the RTFH.

2. Program Eligibility

a. Each Program participant will be:

- i. An individual who meets the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4);
- ii. Certified as homeless using HUD’s preferred order of documentation (24 CFR Parts 91, 582, and 583), third party certification is preferred; and
- iii. Residing in the City of San Diego.

3. Program Components

a. Contractor will provide:

- i. Contractor shall conduct outreach and engagement efforts in geographical locations where encampments are located on and around transportation thoroughways throughout the City with the goals of:
 - a. Rapid resolution assistance, including determining diversion opportunities;
 - b. Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
 - c. Make efforts 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. Addressing basic needs, including but not limited to, access to food, clothing, and safety;
 - e. Access to shelter, through participation in the Coordinated Shelter Intake process;
 - f. Access to housing-focused street-based case management services, including but not limited to:
 1. Development of client housing plan, including stabilization strategies and client goals and objectives;
 2. Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social services agencies, as appropriate;
 3. Assistance in locating safe and affordable permanent or other longer-term housing, including determining housing interventions and opportunities outside of CES;
 4. Completion of intakes, screenings, 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.
 - g. Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate; and
 - h. Maintaining documentation of outreach efforts and clients' choice to accept or refuse resource referrals/opportunities, in a form and format determined by the City or as established by RTFH community standards and policies.
- ii. Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate.
- iii. Outreach Coordinator(s) who will, at a minimum:
 1. Be trained to identify eligible Program participants;
 2. Contact a reliable resource (relative, close friend, treatment facility, etc.) to maximize the opportunity for a successful transition out of homelessness.
- iv. A process to collect client 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.

b. System Coordination

i. Coordinated Entry System (CES)

The Coordinated Entry System (CES) functions throughout the San Diego region and connects individuals and families experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless (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.

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

1. CES standardized Vulnerability Assessment Tool in screening, referral, and admissions processes for all Program clients, when appropriate and as established by RTFH; and
 2. Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.
- ii. Youth Homelessness Demonstration Program Grant (YHDP)
1. To support the efforts of the RTFH and the YHDP Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth (TAY) experiencing homelessness, Contractor staff will participate in trainings related to youth-specific service delivery, when and as requested by the City.
 2. In accordance with the YHDP Coordinated Community Plan, Contractor will work with the City, RTFH, and the Youth Action Board (YAB) to incorporate suggested Program and service changes as applicable to ensure safe and stable environments for TAY.
- iii. 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, which is a resource and information hub that connects people with community, health, and disaster services. In order to remain compliant with this requirement, Contractor must have updated and approved the Program service listing in the 2- 1-1 San Diego database within the past 12-months. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.
- iv. 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 client profiles to 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.

b. Community Engagement

Contractor will maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Program Sites, including:

- i. Methodologies for maintaining a clean and safe environment;
- ii. Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
- iii. Opportunities for electronic or written community feedback; and
- iv. Demonstrates community input has been reviewed and incorporated into operations plan, as appropriate.

c. Leverage Commitments

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, even if the costs are not budgeted or not eligible in the program. Leverage may be used to support any activity within the project provided by the recipient or subrecipient.

H. 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 will attend and contribute to compliance meetings or trainings (sharing Contractor's expertise and learning from others), and partner with the City in a collaborative improvement process by identifying and implementing improvements.
- c. Reserved
- d. The Contractor will participate in all oversight, coordination efforts, policy and practice direction, and modification to program design, including program outcomes, as directed by the City.
- e. Contractor shall comply to the standards and procedures set forth by the HSSD's FY23 Performance Monitoring and Finance Unit Contracting Procedures Manual. Such Manual will be available through the HSSD website.

- f. City staff involved in monitoring or administrating the Agreement, and providing guidance or technical support to the Contractor, may visit the Program Sites from time to time. Generally, these visits will be prescheduled but that may not always be possible.
- g. Contractor will submit complete Program policies and procedures to the City for City's review within 60 calendar days of the Second Amendment to the Agreement's effective date. Contractor is expected to review 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 will provide technical assistance and collaborate for ongoing improvement and modifications based on client 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. Program policies and procedures must be organized and include, at a minimum, the following components:
 - 1. A table of contents outlining all content including forms and other appendices;
 - 2. Program design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, and reflecting cultural competency best practices, and including plans for how internal and external resources and partnerships will be utilized to maximize services provided to clients;
 - 3. Record management and retention;
 - 4. Requirement for annual trainings for Contractor's staff, including cultural competency and fair housing training, if applicable. Contractor's staff are expected to apply training in service delivery, engagements and communications with clients;
 - 5. Service description and delivery method for 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 clients, when needed and appropriate and as applicable to program service model.
- 6. Program exit procedures and termination policies;
- 7. Procedure for verifying and documenting homelessness¹ that is compliant with HUD's recordkeeping and reporting requirements and RTFH's community standards, including third-party due diligence after Program entry and;
- 8. Critical incident reporting policies and procedures;
- 9. Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and Program design;
- 10. Client grievance policies and procedures, including appeals process;
- 11. Client confidentiality and privacy and consent procedures;
- 12. Progressive disciplinary and conflict resolution policy for clients and procedures for client appeals;
- 13. Service Agreement or a Terms of Service which include reference to violations that could lead to immediate termination from the Program;
- 14. Violence Against Women Act (VAWA) policies and procedures and notice of occupancy rights under VAWA as required by Title 24 of the Code of Federal Regulations part 5, which can be viewed and referenced at <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>;
- 15. Policies and procedures for compliance with the Americans with Disabilities Act including, at a minimum:
 - a. Requesting a reasonable accommodation,
 - b. Evaluating and processing of requests,
 - c. Informing the client of the decision,
 - d. Appealing decisions, and
 - e. Appealing decisions, and

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-HomelessFinal-Rule.pdf>

- f. Appealing decisions, and
 - g. Notifications.
16. Notice of privacy practices to be provided to clients;
 17. Rights of persons served;
 18. Any policy describing how households or individuals outside of the target population are served and any exclusionary policies, as applicable;
 19. Housing First fidelity policies and description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles;
 20. 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.
 21. The Program does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Program clients determine they want assistance moving into permanent housing;
 22. Mandated reporting staff training and procedures;
 23. Service and emotional support animals policies and procedures.
- h. The City will provide Contractor with training or consultation necessary to carry out service delivery requirements or evaluations.
 - i. The City will monitor compliance and performance related to all aspects of this Agreement. Monitoring will occur through a variety of processes including desk and site review.
 1. Monitoring reports include Program Updates and Annual Monitoring Report (site review and/or desk audit).

2. Contractor will provide a performance improvement plan as requested within 30 calendar days of receiving a report requesting a plan.
- j. In addition to monthly reporting required in the City's General Terms and Conditions, Contractor will provide additional data related to the Program through City-provided data collection tools.

2. Housing First²

Contractor will adhere to Housing First principles

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

3. Program Records

a. Recordkeeping

1. Contractor will maintain all personal participant information confidential and will maintain any personal participant files in a locked file cabinet or in password protected computer files.

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

The City of San Diego will be listed as a Program Administrator once the Program has been enrolled in HMIS and registered with the RTFH.

² United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

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.

4. Mandatory Attendance

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.

Contractor will attend the roundtable meetings, including at a minimum, attendance at the Fiscal Year Kickoff Workshop and at least one technical assistance roundtable.

I. STAFFING AND TRAINING

- a.** Contractor will participate in any relevant training provided by the City or RTFH, as directed by the City. Contractor will 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.
- b.** 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.

J. PROGRAM OUTCOMES

1. The Contractor agrees to enter all HUD Universal Data Elements and program-specific data elements, as applicable, into the RTFH-approved HMIS for data collection and analytics. Contractor will provide timely Program progress to the City through monthly and term-end reports in a form, format, and submission deadline determined by the City.
2. 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.
3. For the Agreement Term, the Contractor will ensure the following primary Outreach Program outcomes and standards:

OUTREACH OUTCOMES		
PERFORMANCE OUTCOMES	MEASURES	TARGET
Resource Utilization	Number of individuals/households served (unique and aggregated)	Reporting Only
	Demographics of individuals assisted	
Prioritization	Percentage of clients referred from the By-Name List	60% (Mobile Response Team)
	Percentage of Engaged Clients Exited to Permanent Housing Matched Through CES	Reporting Only
Exits	Total Exits per month and YTD	Reporting Only
	Exits to Permanent Housing	Reporting Only
	Exits to Emergency Shelter per month and YTD	Reporting Only
	Exits to Longer-Term Housing per month and YTD	
	Length of time to exit by type per month and YTD	
Conversion	Percentage of Enrollments that are Converted into Engagements	Reporting Only
	Length of Time to Convert Client Enrollments into Engagements	
System Coordination	Number of Resource Referrals Provided by Type	Reporting Only
	Clients 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	

K. MEDIA/COMMUNICATIONS

1. Contractor will 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 but not limited to Media Advisories, News Releases, Newsletters, and Reports. The City's permission will not be unreasonably withheld, conditioned or delayed and 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 approval will be deemed to have been given.
2. 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.

L. CLOSE-OUTS

1. Contractor will be responsible for completing and submitting a close-out packet to include information including total number of participants housed, Program accomplishments, participant demographics, and financial summary of award for each applicable funding source.
2. 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:
 - i. Making final payments;
 - ii. Disposing of Program assets (including the return of all City- funded and unused material); and
 - iii. Determining the custodianship of records.
5. Exhibit A, Scope of Services, Attachment 1, Bridge Housing Project Scope of Services, Section A. Project Description in the First Amendment to the Contract is REVISED BY ADDING a second paragraph, as follows:

Utilizing Housing First principles, the Project's objective is to actively engage individuals or households who are experiencing homelessness. A function of the Contractor is to provide services for the Project which strategically engages individuals prioritized on the By-Name-List (BNL) managed by the Regional Task Force on the Homeless (RTFH) and to facilitate permanent housing placements.

6. Exhibit A, Scope of Services, Attachment 1, Bridge House Project Scope of Services, of the First Amendment is REVISED BY ADDING Sections F-H, as follows:

F. PROGRAM SERVICES

1. Target Population/Geographical Area

Contractor's Bridge Housing Project will prioritize individuals experiencing homelessness who have already been connected to a housing resource.

2. Program Eligibility

- a. Each Program participant will be:
 - ii. An individual who meets the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4);
 - iii. Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583), third party certification is preferred; and
 - iv. Residing in the City of San Diego.
- b. In alignment with HUD's Housing First principles, examples of criteria that may not be used to determine Program eligibility include the following:
 - i. Sobriety or a commitment to be drug-free;
 - ii. Requirements to take medication if the participant has a mental illness;
 - iii. Participation in religious services or activities;
 - iv. Participation in drug treatment services (including NA/AA);
 - v. Payment or ability to pay; or
 - vi. Identification

3. Program Components

- a. Contractor will provide:
 - i. A Housing First program with low barriers to entry and operations;
 - ii. Reserved
 - iii. Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate.
 - iv. Outreach Coordinator(s) who will, at a minimum:
 1. Be trained to identify eligible Program participants;

2. Contact a reliable resource (relative, close friend, treatment facility, etc.) to maximize the opportunity for a successful transition out of homelessness.
- v. A process to collect client 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.

b. System Coordination

i. Coordinated Entry System (CES)

The Coordinated Entry System (CES) functions throughout the San Diego region and connects individuals and families experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless (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.

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

1. CES standardized Vulnerability Assessment Tool in screening, referral, and admissions processes for all Program clients, when appropriate and as established by RTFH; and
2. Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.

ii. Youth Homelessness Demonstration Program Grant (YHDP)

1. To support the efforts of the RTFH and the YHDP Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth (TAY) experiencing homelessness, Contractor staff will participate in trainings related to youth-specific service delivery, when and as requested by the City.
2. In accordance with the YHDP Coordinated Community Plan, Contractor will work with the City, RTFH, and the Youth Action Board (YAB) to incorporate suggested Program and service changes as applicable to ensure safe and stable environments for TAY.

iii. 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, which is a resource and information hub that connects people with community, health, and disaster services. In order to remain compliant with this requirement, Contractor must have updated and approved the Program service listing in the 2- 1-1 San Diego database within the past 12-months. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

iv. 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 client profiles to 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.

v. Community Engagement

Contractor will maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Program Sites, including:

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. Opportunities for electronic or written community feedback; and
4. Demonstrates community input has been reviewed and incorporated into operations plan, as appropriate.

vi. Leverage Commitments

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, even if the costs are not budgeted or not eligible in the program. Leverage may be used to support any activity within the project provided by the recipient or subrecipient.

H. 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 will attend and contribute to compliance meetings or trainings (sharing Contractor's expertise and learning from others), and partner with the City in a collaborative improvement process by identifying and implementing improvements.
- c. Contractor is responsible for all aspects of care, maintenance, inspections, and oversight of the Program Sites to ensure that the facilities are operated in safe condition. Contractor acknowledges that City does not perform repetitive and frequent inspections of the Program Sites, and City relies on Contractor to alert it immediately to any and all conditions found at the Program Sites that, in any way, adversely affect the life and safety of the program participants. Nothing herein shall make City liable for the care or maintenance of the Program Sites.
- d. The Contractor will participate in all oversight, coordination efforts, policy and practice direction, and modification to program design, including program outcomes, as directed by the City.
- e. Contractor shall comply to the standards and procedures set forth by the HSSD's FY23 Performance Monitoring and Finance Unit Contracting Procedures Manual. Such Manual will be available through the HSSD website.
- f. City staff involved in monitoring or administrating the Agreement, and providing guidance or technical support to the Contractor, may visit the Program Sites from time to time. Generally, these visits will be prescheduled but that may not always be possible.
- g. Contractor will submit complete Program policies and procedures to the City for City's review within 60 days of the Second Amendment to the Agreement's effective date. Contractor is expected to review 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 will provide technical assistance and collaborate for ongoing improvement and modifications based on client

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. Program policies and procedures must be organized and include, at a minimum, the following components:

- a. A table of contents outlining all content including forms and other appendices;
- b. Program design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, and reflecting cultural competency best practices, and including plans for how internal and external resources and partnerships will be utilized to maximize services provided to clients;
- c. Record management and retention;
- d. Requirement for annual trainings for Contractor's staff, including cultural competency and fair housing training, if applicable. Contractor's staff are expected to apply training in service delivery, engagements and communications with clients;
- e. Service description and delivery method for the following:
 1. 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.
 2. Intake process and eligibility criteria; and
 3. Case management including assessment, development of reunification plan, case note documentation, issuance of RTFH-approved triage tool for all Program clients, when needed and appropriate and as applicable to program service model.
- f. Program exit procedures and termination policies;

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-HomelessFinal-Rule.pdf>

- g. Procedure for verifying and documenting homelessness¹ that is compliant with HUD's recordkeeping and reporting requirements and RTFH's community standards, including third-party due diligence after Program entry and;
- h. Critical incident reporting policies and procedures;
- i. Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and Program design;
- j. Client grievance policies and procedures, including appeals process;
- k. Client confidentiality and privacy and consent procedures;
- l. Progressive disciplinary and conflict resolution policy for clients and procedures for client appeals;
- m. Service Agreement or a Terms of Service which include reference to violations that could lead to immediate termination from the Program;
- n. Violence Against Women Act (VAWA) policies and procedures and notice of occupancy rights under VAWA as required by Title 24 of the Code of Federal Regulations part 5, which can be viewed and referenced at <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>;
- o. Policies and procedures for compliance with the Americans with Disabilities Act including, at a minimum:
 - 1. Requesting a reasonable accommodation,
 - 2. Evaluating and processing of requests,
 - 3. Informing the client of the decision,
 - 4. Appealing decisions, and
 - 5. Notifications.
- p. Notice of privacy practices to be provided to clients;
- q. Rights of persons served;
- r. Any policy describing how households or individuals outside of the target population are served and any exclusionary policies, as applicable;
- s. Housing First fidelity policies and description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles;

- t. The policies must align with RTFH community standards, as they apply to the Program, and demonstrate the Program does not:
 - 1. Require a minimum level of income at entry,
 - 2. Screen out for substance use,
 - 3. Screen out for criminal record except as mandated by Federal, State, or local regulations,
 - 4. Screen out persons with history of victimization (domestic violence, assault, abuse), or
 - 5. Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
- u. The Program does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Program clients determine they want assistance moving into permanent housing;
- v. Mandated reporting staff training and procedures;
- w. Service and emotional support animals policies and procedures.
- x. The City will provide Contractor with training or consultation necessary to carry out service delivery requirements or evaluations.
- y. The City will monitor compliance and performance related to all aspects of this Agreement. Monitoring will occur through a variety of processes including desk and site review.
- z. Monitoring reports include Program Updates and Annual Monitoring Report (site review and/or desk audit).
- aa. Contractor will provide a performance improvement plan as requested within 30 calendar days of receiving a report requesting a plan.
- bb. In addition to monthly reporting required in the City's General Terms and Conditions, Contractor will provide additional data related to the Program through City-provided data collection tools.

2. Housing First²

Contractor will adhere to Housing First principles

²United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

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

3. Program Records

- a. Recordkeeping

Contractor will maintain all personal participant information confidential and will maintain any personal participant files in a locked file cabinet or in password protected computer files.

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

The City of San Diego will be listed as a Program Administrator once the Program has been enrolled in HMIS and registered with the RTFH.

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

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.

Contractor will attend the roundtable meetings, including at a minimum, attendance at the Fiscal Year Kickoff Workshop and at least one technical assistance roundtable.

I. STAFFING AND TRAINING

1. Contractor will participate in any relevant training provided by the City or RTFH, as directed by the City. Contractor will 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.
2. 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.

M. PROGRAM OUTCOMES

1. The Contractor agrees to enter all HUD Universal Data Elements and program-specific data elements, as applicable, into the RTFH-approved HMIS for data collection and analytics. Contractor will provide timely Program progress to the City through monthly and term-end reports in a form, format, and submission deadline determined by the City.
2. 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.
3. For the Agreement Term, the Contractor will ensure the following primary Program outcomes and standards:

PERFORMANCE OUTCOMES	MEASURES	TARGET
Resource Utilization	Number of individuals/households served (unique and aggregated)	Reporting Only
	Demographics of individuals assisted	
Prioritization	Percentage of Engaged Clients Exited to Permanent Housing Matched Through CES	Reporting Only

PERFORMANCE OUTCOMES	MEASURES	TARGET
Exits	Total Exits per month and YTD	Reporting Only
	Exits to Permanent Housing	Reporting Only
	Exits to Emergency Shelter per month and YTD	Reporting Only
	Exits to Longer-Term Housing per month and YTD	
	Length of time to exit by type per month and YTD	
Conversion	Percentage of Enrollments that are Converted into Engagements	Reporting Only
	Length of Time to Convert Client Enrollments into Engagements	
System Coordination	Number of Resource Referrals Provided by Type	Reporting Only
	Clients 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	
Daily Occupancy count	Number of Individuals provided with bridge housing shelter per night	Reporting Only
Prioritization	Instances of Service	Reporting Only
Exits	Length of Time to Convert Client Enrollments into Engagements	Reporting Only
System Coordination	Number of Resource Referrals Provided by Type	Reporting Only

N. MEDIA/COMMUNICATIONS

1. Contractor will 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 but not limited to Media Advisories, News Releases, Newsletters, and Reports. The City’s permission will not be unreasonably withheld, conditioned or delayed and 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 approval will be deemed to have been given.
2. 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.

O. CLOSE-OUTS

1. Contractor will be responsible for completing and submitting a close-out packet to include information including total number of participants housed, Program accomplishments, participant demographics, and financial summary of award for each applicable funding source.
2. 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:
 - i. Making final payments;
 - ii. Disposing of Program assets (including the return of all City- funded and unused material); and
 - iii. Determining the custodianship of records.

K. BUDGET/REMIBURSABLE COSTS

All services described herein will be paid by the City as reimbursable cost in accordance with the fees described in the following table:

	July-Sept 2022	October 2022-June 2023	Total FY 23
Palm	\$ 279,285.99	\$ 201,944.79	\$ 481,230.78

7. Exhibit E, Homeless Housing, Assistance, and Prevention Program (HHAP) Terms and Conditions is ADDED to the Contract and is applicable to only Outreach Services.

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

9. All provisions of the Agreement not addressed in the First Amendment or this Second Amendment remain in full force and effect.

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

City Net a dba of Kingdom Causes, Inc.

By: Brad Fieldhouse
Brad Fieldhouse (Jan 17, 2023 13:57 PST)

Name: Brad Fieldhouse

Title: Executive Director

Date: Jan 17, 2023

City of San Diego

By: C. Abarca

Name: Claudia Abarca

Title: Director, Purchasing & Contracting

Date: Jan 25, 2023

Approved as to form this 29th day of
January , 2023

MARA W. ELLIOTT, City Attorney

By: Heather Ferbert
Heather Ferbert (Jan 29, 2023 17:39 PST)
Deputy City Attorney

Heather Ferbert
Print Name

EXHIBIT E

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

Second Amendment_CityNet Agreement

Final Audit Report

2023-01-30

Created:	2023-01-13
By:	Vanessa Delgado (CDelgado@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVhbHbbSnTvfCw9KQKxJmcMkg7A7nrvVQ

"Second Amendment_CityNet Agreement" History

-  Document created by Vanessa Delgado (CDelgado@sandiego.gov)
2023-01-13 - 0:10:52 AM GMT- IP address: 137.83.224.179
-  Document emailed to brad@citynet.org for signature
2023-01-13 - 0:14:43 AM GMT
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2023-01-17 - 7:00:26 PM GMT- IP address: 98.97.142.180
-  Signer brad@citynet.org entered name at signing as Brad Fieldhouse
2023-01-17 - 9:57:17 PM GMT- IP address: 98.97.142.180
-  Document e-signed by Brad Fieldhouse (brad@citynet.org)
Signature Date: 2023-01-17 - 9:57:19 PM GMT - Time Source: server- IP address: 98.97.142.180
-  Document emailed to Claudia Abarca (CAbarca@sandiego.gov) for signature
2023-01-17 - 9:57:21 PM GMT
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Signature Date: 2023-01-26 - 1:28:21 AM GMT - Time Source: server- IP address: 174.195.199.74

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2023-01-26 - 1:30:00 AM GMT- IP address: 72.220.65.119

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2023-01-30 - 1:35:09 AM GMT- IP address: 156.29.5.190

 Signer hferbert@sandiego.gov entered name at signing as Heather Ferbert

2023-01-30 - 1:39:03 AM GMT- IP address: 156.29.5.190

 Document e-signed by Heather Ferbert (hferbert@sandiego.gov)

Signature Date: 2023-01-30 - 1:39:05 AM GMT - Time Source: server- IP address: 156.29.5.190

 Agreement completed.

2023-01-30 - 1:39:05 AM GMT