

**Regional Task Force on Homelessness
San Diego City and County CoC - 601**

SUBRECIPIENT AGREEMENT

This Agreement is entered into between the Regional Task Force on Homelessness (RTFH), and the (Subrecipient) **City Of Oceanside**

The term of this agreement is: **January 1, 2026 to June 30, 2027**

The maximum amount of this Grant Agreement is: **\$ 372,843.00**

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made as part of the Agreement:

- Exhibit A: Purpose and Scope of Work
- Exhibit B: Budget Detail and Payment Provisions
- Exhibit C: Terms and Conditions
- Exhibit D: Special Terms and Conditions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF OCEANSIDE

By (Authorized Signature)

Date Signed

Jonathan Borrego, City Manager
Printed Name and Title of Person Signing

300 N. Coast Highway Oceanside CA 92054
Address

REGIONAL TASK FORCE ON HOMELESSNESS

By (Authorized Signature)

Date Signed

Tamera Kohler, Chief Executive Officer
Printed Name and Title of Person Signing

4699 Murphy Canyon Road, San Diego, CA 92123
Address

**SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work,**

Purpose

The purpose of this Program is to provide grant and program funding from public and/or private sources to support implementation of the Regional Community Action Plan to Prevent and End Homelessness in San Diego (“Regional Plan”) and to expand regional capacity to address immediate and long-term homelessness challenges.

RTFH deploys time-limited, renewable, and braided funding streams to drive measurable progress toward preventing and ending homelessness and strengthening the regional homelessness response system.

Because continued State and Federal funding is contingent upon regional performance, activities funded under this Agreement must support measurable progress toward both the California Homeless Housing, Assistance and Prevention (HHAP) System Performance Measures (CA SPMs) and the U.S. Department of Housing and Urban Development (HUD) System Performance Measures.

Programs funded under this Agreement must be grounded in evidence-based and best-practice approaches that prioritize:

- Rapid movement of individuals and families experiencing homelessness into permanent housing
- Housing stability and retention
- Effective and accountable use of system resources
- Continuous improvement of regional homelessness system performance

Funding provided under this Agreement is intended to support activities that contribute to measurable regional system outcomes and alignment with evolving State, Federal, and regional performance expectations.

Scope of Work

Activities funded under this Agreement must align with and support the following governing frameworks:

1. The Regional Community Action Plan to Prevent and End Homelessness in San Diego (“Regional Plan”), including its People, System, and Strategy Goals;
2. Applicable Continuum of Care (CoC) and HUD program standards and system design principles; and
3. The California Homeless Housing, Assistance and Prevention (HHAP) System Performance Measures (CA SPMs), as well as HUD System Performance Measures, as applicable to the San Diego CoC region.

Funded activities must demonstrate a clear and measurable contribution to regional progress toward preventing, reducing, and ending homelessness.

Programs supported through this Agreement shall:

- Advance rapid access to and retention in permanent housing
- Reduce the length of time individuals and families experience homelessness
- Increase exits to permanent housing and reduce returns to homelessness
- Improve system inflow, outflow, and overall system effectiveness
- Strengthen data quality, reporting accuracy, and performance accountability

The Subrecipient shall collect, maintain, and report data necessary to evaluate performance and demonstrate its contribution to regional system outcomes. Performance expectations and reporting requirements may be adjusted to reflect evolving State and Federal performance standards.

Performance under this Agreement may be considered in future funding decisions and regional investment priorities, subject to the availability of funding.

Contract Coordinators

RTFHs Contract Coordinator for this Agreement is the RTFH Grants & Contracts Manager or designee. Unless otherwise instructed, any notice, report or other communication requiring the Subrecipient's signature for this Agreement shall be mailed or emailed to ***Lahela Mattox, Chief Operations Officer*** at the following address:

Regional Task Force on Homelessness
4699 Murphy Canyon Road
San Diego, CA 92123
lahela.mattox@rtfhdsd.org

The Subrecipient's Contract Coordinator (“Authorized Representative”) for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail or emailed to the Subrecipient's Contract Coordinator at the following address:

Subcontractor’s Authorized Representative Name and Title:	Jonathan Borrego, City Manager
Address:	300 N. Coast Highway Oceanside CA 92054
Phone:	760-435-4500
Email:	jborrego@oceansideca.org

1. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective January 1, 2026, upon approval by both the RTFH and the Subrecipient as listed on page one, lower left section, the Subrecipient Agreement, and signed by all parties.
- B. One hundred percent of the program funds must be fully expended by June 30, 2027. Funds shall be expended following Exhibit B: Budget Detail. Any funds not expended within the contract year, shall be returned to the RTFH.

2. Special Conditions

RTFH reserves the right to change the terms and conditions of the agreement should requirements from the funding source be updated. RTFH shall provide a thirty-day (30) written notice to the Subrecipient regarding such changes. Subrecipient agrees to comply with changes or submit a written response to RTFH within 30 days

[Detailed Scope of Work is on the following page(s)]

EXHIBIT A
Purpose and Scope of Work

Detailed Scope of Work

City of Oceanside's Neighborhood Services Department or Public Housing Authority (PHA) is partnering with Interfaith Community Services (ICS) for Outreach Services. The Outreach Social Workers will provide strategic outreach across the City of Oceanside and serve individuals experiencing homelessness.

The social worker(s) will utilize housing navigation to assist the homeless in locating housing unity and be responsible for a variety of activities to assist persons experiencing homelessness including:

- Being knowledgeable about housing programs, including Section 8 Housing Choice Voucher, and applicable Interfaith Community Services (ICS) programs.
- Assist homeless persons (in the voucher eligibility process) and formerly homeless voucher participants access benefits and resources, and address any barriers to finding and staying stably housed including interacting with other agencies on behalf of the client when appropriate.
- Assist homeless persons with their housing search, including helping clients contact landlords, visiting units, and finding resources for moving into a new assisted unit, such as funds for credit checks and security deposits.
- Serve as a liaison to and coordinate with the Oceanside's HOT unit and other agencies to ensure the client's smooth transition from the Housing Navigation process to being housed..
- Work closely with Housing Authority staff including during the eligibility determination process and once housed with a voucher with the goal of assisting the client to remain stably housed.
- Develop a comprehensive client-driven plan with both short- and long-term goals identified. The plan shall include a timeline and measures for each goal. Monitor progress towards goals in scheduled sessions. Evaluates and adjusts case plans as needed. Empower clients to become involved in their own planning and goal setting.
- Be proficient with (or become proficient within 90 days of employment) and have access to the Regional Task force on the Homeless Coordinated Entry System (CES) including the navigator, case management and service provider roles, including entering data and researching information.
- Conduct Vulnerability Index –Service Prioritization Decision Assistance Tool (VI-SPADT) and enter the results into the CES.
- Attend meetings related to homelessness with the Housing Authority, Homeless Outreach Team and other agencies as assigned, maintain on-going contact with each person placed and provide emotional and behavioral support. The PHA will work with persons with any additional referrals and resources for advocacy and long-term maintenance for a successful transition and permanent placement.

Outcome Table (*Choose which applies to your project and use the corresponding row*)

Program Area	Unduplicated # of Households Housed through Diversion Strategies
Diversion	50

Additional Outcomes- to be submitted quarterly into ZG as a document.

RTFH will review outcomes on at least a quarterly basis to determine if adjustments need to be made. RTFH will work with the Subrecipient to identify outcomes goals that remain in alignment with the Regional Plan and/or funding source

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Itemized Budget Details

January 1, 2026 to June 30, 2027 in the amount of \$ 372,843.00

Any funds not expended by that date shall be returned to the RTFH. Funding shall not roll over into the following year.

Line Items	Budget
Personnel	\$235,296.00
Operations	\$113,156.00
Admin	\$24,392.00
Total	\$372,843.00

Budget Expense Narrative

Personnel: \$235,296.00

2.0 FTE Community Outreach Worker

Interfaith Community Services staff will collaborate with the City of Oceanside to implement and maintain diversion and housing navigation services. Their responsibilities encompass participant assessment, referrals, data entry and tracking, case conferencing, coordination with partner agencies, housing navigation, and support for permanent housing placement and housing stability.

- Salary: \$174,293.00
- Benefits: \$61,003.00

Operations \$113,156.00

Costs associated with operating the program, to include transportation, program delivery supplies, rent and other related expenses.

Administration up to 7%: \$24,392.00

Costs associated with grant administration, including program management and data reporting functions.

Budget Detail & Changes

The Subrecipient agrees that funds shall be expended on uses that support the Regional Community Action Plan to Prevent and End Homelessness in San Diego to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

1. General Conditions Prior to Disbursement

All Subrecipients must submit the following forms prior to funds being released:

- A. Request for Reimbursement (RFR) through ZoomGrants;
- B. One original copy of the signed Subrecipient Agreement;
- C. Any other documents, certifications, or evidence requested by the RTFH as part of the application; and
- D. Programmatic Report

2. Budget Modifications

Subrecipients are allowed to move up to 10% between the line items without approval from RTFH, but must notify RTFH within 30 days of the change. The administrative budget cannot be changed. RTFH does not accept an indirect rate as funding does not allow for an indirect cost. Any budget changes exceeding 10% or changes to activities must be requested in writing. RTFH must approve an amendment to this Agreement before any changes to expenditures or activities are completed.

3. Disbursement of Funds

Funds will be disbursed to the Subrecipient upon receipt, review and approval of the completed Request for Reimbursement (RFR) in ZoomGrants. **RFRs are due monthly** (15) days after the last day of the month.

4. Invoice Processing Timeline

RTFH will process payments within forty-five (45) days upon receipt of a complete invoice. Incomplete submissions will not be processed until all required information is received and approved. Any delays in responding to RTFH requests for additional information may result in a corresponding delay in payment.

5. Expenditure of Funds

Subrecipient is subject to all supporting documentation requirements, submitted in a form and format determined by RTFH with a certification by the Subrecipient specifying payment requested for costs incurred in accordance with the provisions of this Agreement. Failure to submit appropriate supporting documentation, or respond to RTFH's requests for documentation, may result in requested amount being disallowed.

- a. If no expenses were incurred during a reporting period, the Subrecipient must submit a \$0.00 RFR verifying that no reimbursement is being requested for that period, in accordance with the established invoicing schedule.

- b. Subrecipients shall expend **no less than 50 percent of funds within the first 6 months of the budget year.**
- Should the Subrecipient not meet the agreed upon expenditure expectations, RTFH in its sole discretion reserves the right to recapture the difference in funds between the actual expenditure deadline and expected expenditure. RTFH also reserves the right in its sole discretion to mandate a corrective action with a performance improvement plan (PIP) to ensure future timely expenditure of funds.

6. Requests for Reimbursement (RFR)

The Subrecipient shall submit Requests for Reimbursement (RFR) on a **monthly basis**, including all required supporting documentation, no later than the 15th day of the month following each reporting period, unless an alternative invoicing schedule has been mutually agreed upon in writing by both parties.

a. Required Documentation and Completeness Standard.

Requirements in this section are intended to support timely reimbursement, ensure compliance with applicable funding requirements, and maintain accurate financial records for all parties.

Each RFR must include a certification from the Subrecipient attesting the payment requested reflects only allowable, allocable, and reasonable expenses incurred under this Agreement. All submissions must be in the form and format specified by RTFH and must comply with all applicable federal, state, and local laws, regulations. The supporting documentation must be submitted in accordance with RTFH's required documentation standards and generally accepted accounting and recordkeeping practices.

An RFR is considered **complete** when all required documentation has been submitted and any follow-up questions or clarification requests have been resolved to RTFH's satisfaction. Delays in submitting required documentation or responding to requests for clarification may result in the RFR being considered incomplete and could impact reimbursement timelines.

b. Partial Payment.

If an RFR is incomplete due to missing, unsupported, or potentially ineligible costs or documentation, RTFH may process and reimburse the request on a partial basis for any portion determined to be complete, eligible, and adequately supported.

Partial payments may be issued to ensure timely reimbursement for eligible activities while outstanding items are resolved. Any costs not approved at the time of partial payment may be resubmitted in a subsequent RFR once all required documentation and clarifications have been provided.

Issuance of a partial payment does not constitute acceptance or approval of the remaining balance of the RFR. Costs determined to be ineligible, unsupported, or noncompliant with the terms of this agreement will be denied.

7. Ineligible Costs

Funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in the Scope of Work and Budget. RTFH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Subrecipient or its funded Subrecipients use funds to pay for ineligible activities, the Subrecipient shall be required to reimburse these funds to RTFH.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant and Contracts Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to RTFH by the Subrecipient. RTFH, at its sole and absolute discretion, shall make the final determination regarding the allowability of fund expenditures. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

8. Administrative Costs

The Subrecipient may use administrative costs related to the executive of eligible activities to **no more than seven (7%) percent of program budget**. For purposes of this Program, “administrative costs” does not include staff costs directly related to carrying out the eligible activities described in the budget and scope of work.

EXHIBIT C
TERMS AND CONDITIONS

1. Termination and Sufficiency of Funds

A. Termination of Agreement

RTFH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Subrecipient. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; Or withdrawal of Subrecipient's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by RTFH, any unexpended funds received by the Subrecipient shall be returned to RTFH within 30 days of RTFH's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to RTFH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. Transfers

Subrecipient may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of RTFH and a formal amendment to this Agreement to affect such subcontract or novation.

3. Subrecipient Proposal and Representations

Subrecipient has submitted, or developed in collaboration with RTFH, a proposal, application, scope of work, budget, work plan, or other materials (collectively, the "Subrecipient Submission") describing the activities to be funded under this Agreement and supporting alignment with the Regional Plan and the purposes of this Agreement.

RTFH is entering into this Agreement in reliance upon the facts, information, certifications, assurances, assertions, and representations contained in the Subrecipient Submission, including any modifications or additions approved in writing by RTFH. The Subrecipient Submission and any approved modifications or additions are hereby incorporated into this Agreement by reference.

Subrecipient warrants that all information, facts, assertions, and representations contained in the Subrecipient Submission and any approved modifications or additions are true, correct, and complete to the best of Subrecipient's knowledge.

If any part of the Subrecipient Submission is untrue, incorrect, incomplete, or misleading in a manner that would materially affect RTFH's approval, disbursement, monitoring, or oversight of the funding or the activities governed by this Agreement, RTFH may declare a breach of this Agreement and pursue any remedies available under law.

4. Reporting/Audits

A. Programmatic Reports

The Subrecipient shall submit programmatic reports in ZoomGrants

B. Supplemental Reporting Requirements

Reporting shall also contain detailed information as requested by RTFH. This information includes the following, as well as any additional information deemed appropriate or necessary by RTFH:

1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.

2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.

3. The types of housing assistance provided, broken out by the number of individuals and/or households.

4. Outcome data for households served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

C. Auditing

RTFH reserves the right to perform or cause to be performed a financial audit. Upon the request of RTFH, the Subrecipient shall provide, at its own expense, a financial audit prepared by a certified public accountant. Administrative funds may be used to fund this expense.

D. Compliance, Performance Monitoring and Improvement Activities

RTFH shall monitor compliance, quality, and overall performance of the Subrecipient's Program via methods including, but not limited to, risk assessment, monthly desk audit of billing/financial documentation, desk audit of programmatic reports, and on-site reviews. RTFH shall facilitate performance improvement activities.

Program progress will be reported to RTFH in a form, format, and submission timeline determined by RTFH. Delays in responding to inquiries from RTFH regarding reports may result in an action of noncompliance. If stated benchmarks are not met, Subrecipient may be required to submit a performance improvement plan in a form and format determined by RTFH.

5. Inspection and Retention of Records

A. Record Inspection

The Subrecipient agrees that RTFH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Subrecipient agrees to provide RTFH, or its designee, with any relevant information requested. The Subrecipient agrees to give RTFH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records,

and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the laws, and this Agreement.

B. Record Retention

The Subrecipient shall maintain complete and accurate records related to this Agreement, including supporting documentation for all Requests for Reimbursement (RFRs), in accordance with applicable state, and local requirements. Records must be retained for at least five (5) years after termination of this Agreement, or longer if required by law, and made available upon request for monitoring, review, or audit purposes.

6. Breach and Remedies

A. Breach of Agreement

Includes, but is not limited to, the following events:

1. Subrecipient's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to RTFH in law or equity for breach of this Agreement, RTFH may:

1. Bar the Subrecipient from applying for future RTFH funds;
2. Revoke any other existing award(s) to the Subrecipient;
3. Require repayment of funds disbursed and expended under this Agreement;
4. Require the immediate return to RTFH of all funds derived from the use of funds including, but not limited to, recaptured funds and returned funds; and
5. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with requirements.
6. All remedies available to RTFH are cumulative and not exclusive.
7. RTFH may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of RTFH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Subrecipient of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of RTFH to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, RTFH and its Subrecipients 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. Subrecipient and Subrecipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its Subrecipients 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). Subrecipients and its Subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Subrecipients are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to. Government Code section 1090 and Public Contract Code sections 10410 and 10411.

Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subrecipient hereby certifies, under penalty of perjury under the laws of State of California, that it and its Subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace.

11. Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code 7110, that:

- A. The Subrecipient 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. The Subrecipient, 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.

12. Special Conditions - Subrecipient

The Subrecipient agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit C. These conditions shall be met to the satisfaction of RTFH prior to disbursement of funds. The Subrecipient shall ensure that all Subrecipients are made aware of and agree to comply with all the conditions of this Agreement and the applicable Federal, State and local requirements governing the use of funds. Failure to comply with these conditions may result in termination of this Agreement. The Agreement between the Subrecipient and any Subrecipient shall require the Subrecipient and its Subrecipients, if any, to agree to include all the terms of this Agreement in each subcontract.

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

The Subrecipient agrees to comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed,

Subrecipient shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Subrecipient 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. Subrecipient shall provide copies of permits and approvals to RTFH upon request.

Subrecipient shall comply with all Federal, State, regional and local laws.

14. Debarment and Suspension

Subrecipient certifies that it, its principals, its employees and its Subrecipient(s):

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.

- B. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a government Contractor (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- D. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

15. Confidentiality

The RTFH and the Subrecipient agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation, the RTFH and the Subrecipient agree to only disclose confidential records where the holder of the privilege, whether the RTFH, the Subrecipient or a third party, provides written permission authorizing the disclosure.

16. Inspections

- A. Subrecipient shall 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. RTFH 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.
- C. Subrecipient agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the Subrecipient until it is corrected.

17. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of RTFH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- B. The Subrecipient shall notify RTFH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or RTFH, 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 RTFH.

18. Indemnity and Insurance

- A. Indemnity. The RTFH and the Subrecipient shall have no obligation to defend or indemnify any party for any claims caused by the active negligence, sole negligence or willful misconduct of parties to this Agreement.

- B. Insurance.
 - a. Subrecipient shall, at its own expense, maintain insurance required by law and shall include, at a minimum, the following coverage and limits:
 - i. Commercial General Liability Insurance
 - 1. Coverage shall include bodily injury, personal injury, property damage, and contractual liability.
 - 2. Minimum limits of:
 - 1. \$1,000,000 per occurrence, and
 - 2. \$2,000,000 aggregate.
 - ii. Automobile Liability Insurance (if vehicles are used in connection with the Agreement)
 - 1. Covering owned, hired, and non-owned vehicles.
 - 2. Minimum combined single limit of \$1,000,000 per accident.
 - iii. Workers' Compensation Insurance
 - 1. As required by California law.
 - 2. Employer's Liability limits of not less than:
 - 1. \$1,000,000 per accident
 - iv. Professional Liability / Errors and Omissions Insurance (if applicable to services provided)
 - 1. Minimum limit of \$1,000,000 per claim and \$2,000,000 aggregate.
 - b. Insurance may be commercial, pooled, or self-insured; limits may be satisfied with primary and umbrella/excess coverage.
 - c. RTFH must be named certificate holder on all policies and additional insured on General Liability and Automobile Liability policies.
 - d. Coverage must be primary and noncontributory, include a waiver of subrogation for RTFH and its employees/agents, and cannot be canceled or modified without 30 days' prior written notice.
 - e. Subrecipient shall provide Certificates of Insurance upon request; RTFH may request full policies and endorsements.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. Subrecipient agrees to utilize the Homeless Management Information System (HMIS) to track this funded project, services, and clients served. Subrecipient will ensure that HMIS data are collected in accordance with applicable laws and HMIS Policies and Procedures.
2. Subrecipient shall ensure service delivery is consistent with Housing First approach that ensures low-barrier, easily accessible assistance to all people.
3. Subrecipient will be required to adopt and provide homeless services consistent with the San Diego CoC Written Standards CA 601; the Regional Plan; Outreach Standards; and other Standards adopted by the CoC.
4. Subrecipient will participate in CES as established by RTFH, including complying with CES Policy and Procedures.
5. The San Diego Regional Plan promotes evidence-based approaches for the homelessness crisis response system including the Trauma-Informed System as part of its effort to build a better service delivery system. All programs supported by RTFH shall be part of the Trauma-Informed System, which includes providing trauma-informed services, promoting trauma-informed principles and maintaining a trauma-informed workforce.
6. Subrecipient shall determine participants eligibility for Program participation according to the applicable RTFH guidelines and Subrecipient's service delivery design. Participants must align with eligibility criteria and target population outlined in the Grant Application. Subrecipient will be required to have written protocols for determining and prioritizing which eligible households will receive assistance and determining and documenting homeless status and the category the participant meets.
7. RTFH is committed to improving access to housing and services and strengthening outcomes across the homelessness response system. Subrecipient shall provide housing and supportive services to individuals and families experiencing homelessness, including populations that are significantly represented within the homeless response system.
8. Subrecipient shall access program access, participation, and outcomes using available data and shall use this information to identify barriers, improve service delivery, and support continuous improvement in program effectiveness.
9. Subrecipient is encouraged to incorporate feedback from people with lived experience of homelessness to strengthen program design and implementation.
10. Subrecipient may be required to utilize Pulse for Good Kiosks for a broader community initiative to receive feedback from program users; review recommendations and feedback; and to identify how to implement recommendations and feedback, when appropriate.