

CITY OF OCEANSIDE**PROFESSIONAL SERVICES AGREEMENT**

PROJECT: Interfaith Community Services: Encampment Resolution Fund (ERF) – Outreach, Case Management, and Housing Stabilization Services

THIS AGREEMENT, dated July 1, 2025, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Interfaith Community Services (ICS), hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Interfaith Community Services (ICS) will serve as a core partner in the continued implementation of the Encampment Resolution Fund Round 3 (ERF-3-R) Project along the State Route 78 corridor and Buena Vista Creek area. ICS will provide Strategic outreach, case management, and stabilization services, as well as peer support, mental health coordination, and harm reduction services. (See Exhibit A: Scope of Work for detailed staffing model, objectives, and deliverables.)
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

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4. LIABILITY INSURANCE.

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided

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pursuant to this Section.

- 4.5** All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6** CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8** CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9** Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 6. CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT's work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees,

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agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$1,175,000

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within the term of this Agreement, which shall commence on July 1, 2025 and conclude on June 30, 2026.
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall

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be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.
13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

INTERFAITH COMMUNITY SERVICES

CITY OF OCEANSIDE

By: _____
Greg Anglea, CEO

By: _____
City Manager

By: _____
Name/Title

APPROVED AS TO FORM:

Employer ID No.

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

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Encampment Resolution Fund Project:
Interfaith Community Services (ICS)- Outreach, Case Management,
and Stabilization Services

Scope of Work

1. Program Introduction and Goals:

The City of Oceanside has outlined a comprehensive scope of work for Interfaith Community Services (ICS) under the Encampment Resolution Funding Round 3 (ERF-3) grant. This initiative aims to address the urgent needs of individuals experiencing homelessness in the SR-78 encampment, located along the California State Route 78 corridor and Buena Vista Creek area between Oceanside and Carlsbad. ICS is tasked with implementing a range of supportive services, including outreach, peer support, substance abuse education and counseling, and mental health support.

2. Target Population:

Services will focus on individuals residing in the prioritized encampment site who are unsheltered or living in a place not meant for human habitation (such as a vehicle). The priority encampment is located along the California State Route 78 corridor and Buena Vista Creek area between the border of the City of Oceanside and the City of Carlsbad.

3. Implementation Checklist:

Prior to commencing each of the following activities, ICS shall obtain a written notice to proceed from the City.

Activity Requiring Notice to Proceed	Prerequisite Deliverables
Hiring of New Positions Identified in Staffing Model	<ul style="list-style-type: none">• A complete, final copy of job descriptions that meet all requirements identified in the PSA. ICS shall address all concerns raised by the City in its review of previous drafts.
Implementation of Services to be Performed	<ul style="list-style-type: none">• A complete, final copy of Implementation Schedules that set forth the anticipated dates of the project activities described in "Services to be Performed." ICS shall address all concerns raised by the City in its review of previous drafts.

4. Staffing Model:

To effectively implement the Encampment Resolution Funding Round 3 (ERF-3) grant, ICS will employ a robust staffing model that combines new hires with leveraged positions from existing resources. The following positions will be filled to support the program's goals:

New Positions	Leveraged Positions
1 Licensed Clinical Manager	Stability Case Manager
3 Outreach Social Workers	2 OHA Social Workers
2 Peer Support Outreach Workers	2 Homeless Outreach Team Social Workers
Stability Case Manager	1 Stability Case Manager

Program Manager

The Licensed Clinical Manager will be a Licensed Clinical Social Worker (LCSW) responsible for assisting in oversight of outreach efforts, providing clinical expertise, and supervising staff for the ERF program. This role combines the responsibilities of a clinical manager and an outreach supervisor, ensuring the efficient delivery of services and adherence to program goals. The Licensed Clinical Manager will provide leadership in program administration, clinical operations, service delivery, compliance, and staff supervision while actively participating in outreach and engagement with clients and community partners.

Essential Duties and Responsibilities:

- **Leadership and Program Oversight:**
 - Serve as a clinical leader, providing expertise and guidance in the delivery of outreach and case management services.
 - Oversee the day-to-day operations of the ERF outreach teams, ensuring alignment with program goals and compliance with grant and contract requirements.
 - Collaborate with city staff, law enforcement, partner organizations, and community stakeholders to address homelessness effectively.
 - Develop metrics to evaluate program accountability and success, and gather operational statistics for internal and external reporting.
- **Clinical Supervision and Staff Development:**
 - Provide direct supervision, training, and professional development for outreach staff, including licensed and unlicensed team members.
 - Conduct performance evaluations and monitor staff job performance to ensure high-quality service delivery.
 - Review assessments, case plans, progress notes, and other documentation, providing feedback and recommendations for best practices.
 - Facilitate regular case management and staff meetings to support collaborative and effective service delivery.
- **Client Services and Case Management:**
 - Support staff in identifying client barriers to housing, mental health, substance abuse, and other services, and develop long-term plans to maintain housing and achieve personal goals.

- Provide direct clinical interventions as needed, including crisis management and case consultation.
 - Facilitate client referrals to internal and external resources, ensuring seamless access to comprehensive support services.
- **Outreach and Engagement:**
 - Lead and participate in outreach efforts to engage individuals experiencing homelessness, including street outreach and coordination with local agencies.
 - Build and maintain strong community relationships to establish referral pathways into ERF and community-based programs.
- **Program Compliance and Reporting:**
 - Ensure compliance with all program objectives, grant requirements, and reporting standards.
 - Assist in the development and implementation of procedures to monitor and improve service delivery methods and administrative systems.
- **Community Collaboration:**
 - Represent the program in community meetings, training sessions, and collaborative efforts to address homelessness.
 - Maintain a strong working relationship with stakeholders, including elected officials, community activists, and service providers.
- **Administrative Support:**
 - Support the program manager in evaluating program efficiency and effectiveness, workload distribution, and staff assignments.
 - Assist with administrative tasks, data management, and preparation of program reports as needed.

Outreach Social Worker

The Outreach Social Worker will provide comprehensive support to clients, including knowledge of housing programs such as Section 8 Housing Choice Voucher and other housing programs. The role involves assisting clients through the voucher eligibility process, helping them access benefits and resources available through ERF funding, and addressing barriers to stable housing. The Outreach Social Worker will also engage in outreach to property owners, coordinate with various agencies, and develop personalized client plans.

Essential Duties and Responsibilities:

- **Housing Program Knowledge:**
 - Be knowledgeable about housing programs, including Section 8 Housing Choice Voucher, and other applicable programs.
 - Assist clients in understanding and navigating these programs to secure stable housing.
- **Client Assistance and Support:**
 - Assist homeless individuals and formerly homeless voucher participants in accessing benefits and resources, including addressing barriers to stable housing.
 - Prioritize helping clients with no or minimal income obtain income, as this is crucial for long-term housing stability.
- **Outreach and Housing Search:**

- Conduct outreach to property owners and managers to locate available housing units.
- Assist clients with their housing search, including contacting landlords, visiting units, and securing resources for moving, such as funds for credit checks and security deposits.
- **Coordination and Liaison Role:**
 - Serve as a liaison to and coordinate with the Oceanside's Homeless Outreach Team (HOT) and other agencies to ensure smooth transitions for clients moving into housing.
 - Work closely with Housing Authority staff during the eligibility determination process and after clients are housed with a voucher, aiming to support clients in maintaining stable housing.
- **Client-Driven Planning:**
 - Develop a comprehensive, client-driven plan that includes short- and long-term goals, timelines, and measures for each goal.
 - Monitor progress toward goals in scheduled sessions, evaluating and adjusting plans as needed, and empowering clients to participate in their own planning and goal setting.
- **Client Outreach and Engagement:**
 - Assist in locating and contacting homeless individuals who are in the voucher eligibility process.
 - Prepare documentation of client meetings and interactions, including tracking conversations and progress toward goals.
- **System Proficiency and Data Management:**
 - Become proficient within 90 days of employment in the Regional Task Force on the Homeless Coordinated Entry System (CES), including the navigator, case management, and service provider roles.
 - Conduct Vulnerability Index—Service Prioritization Decision Assistance Tool (VI-SPDAT) assessments and enter results into the CES.
- **Meetings and Ongoing Support:**
 - Attend meetings related to homelessness with the Housing Authority, HOT, and other agencies as assigned.
 - Maintain ongoing contact with each person placed in housing, providing emotional and behavioral support, and facilitating additional referrals and resources for advocacy and long-term success.

Peer Support Outreach Worker

The Peer Support Specialist will focus on building relationships with homeless individuals, providing support and linkage to services such as substance use disorder (SUD) treatment, mental health care, and housing resources. The OPSS will provide ongoing support throughout the individual's treatment plan, ensuring active engagement and progress toward stability.

Essential Duties and Responsibilities:

- **Client Engagement and Support:**

Exhibit A: Scope of Work

- Draw on personal experiences and professional skills to build rapport and trust with clients, fostering a supportive and understanding environment.
- Work alongside Homeless Outreach Teams to make initial connections with persons experiencing homelessness, facilitating access to available resources.
- **Outreach and Education:**
 - Conduct outreach by facilitating SUD groups and individual meetings at various offsite ICS Residential Programs.
 - Maintain contact and continue building relationships with individuals, particularly those in the pre-contemplation stage of change.
- **Harm Reduction and Health Education:**
 - Provide education on overdose prevention and reversal techniques.
 - Participate in harm reduction activities in partnership with the Neighborhood Healthcare Harm Reduction program and other Outreach Teams.
- **Assessment and Data Management:**
 - Conduct Community Assessment Tool (CAT) evaluations and enter data into the Coordinated Entry System (CES) and Homeless Management Information System (HMIS) as needed.
 - Ensure accurate and timely data entry to support service provision and compliance with grant requirements.
- **Service Linkage and Navigation:**
 - Provide timely linkage to detox and residential treatment services, including coordination with healthcare providers for medical clearance and Medication Assisted Treatment (MAT) services.
 - Assist clients in navigating enrollments into available community resources, ensuring they access necessary support and care.
- **Collaboration and Relationship Building:**
 - Develop and maintain effective relationships with providers of SUD, mental health, and medical services.
 - Collaborate with other community organizations and stakeholders to enhance service delivery and client support.
- **Documentation and Compliance:**
 - Maintain accurate records and prepare required reports, ensuring compliance with grant and contract requirements.
 - Safeguard the confidentiality of client information and health records in accordance with legal and ethical standards.

Grant-Specific Program Objectives for New Positions:

1. **Stabilization and Housing Support:**
 - Focus on stabilizing clients by ensuring they have access to necessary housing resources and support services.
 - Work towards the long-term goal of securing permanent housing for all clients served under the ERF grant.
2. **Outcome Measurement and Reporting:**
 - Establish clear metrics to evaluate the effectiveness of housing assistance, substance abuse disorder counseling, mental health counseling, and case

management services, including tracking client housing stability and income improvements.

- Provide detailed reports to stakeholders, highlighting successes, challenges, and areas for improvement.

3. Community Engagement and Advocacy:

- Engage with community partners and stakeholders to advocate for the needs of homeless individuals and to promote effective housing solutions.
- Participate in community meetings and initiatives aimed at addressing homelessness and improving housing stability.

Compliance and Documentation:

- **Confidentiality and Record-Keeping:**

- Ensure the confidentiality of all client information and maintain accurate records of client interactions and progress.
- Regularly update client files and CES data, ensuring all information is current and accurate.

- **Safety and Ethical Standards:**

- Adhere to all ethical standards and safety protocols, including those related to client engagement and data management.
- Continuously review and update practices to comply with legal requirements and best practices.

5. Services to be Performed:

Services shall be appropriate and supportive and shall aim to reduce law enforcement involvement and provide crisis stabilization to avoid and reduce further trauma to clients and family.

Implementation Schedules:

ICS shall, within thirty (30) days of the execution of this Contract, provide the City with separate Implementation Schedules that set forth the anticipated dates of the project activities outlined below, to be implemented throughout the entirety of the Contract Period. If there are significant changes or deviations to the Implementation Schedules, ICS is responsible for notifying the City in a timely manner. The Implementation Schedule will also assist the City in determining the timing of payments to ICS.

Street Outreach and Case Management:

- *Direct Supervision:* Provide direct supervision to outreach social workers, peer support specialists, and substance abuse coordinators to ensure cohesive and effective service delivery.
- *Individual Support Plans:* As part of a multidisciplinary team, create individualized support plans for participants. Provide intensive case management to help participants access housing and other necessary resources, ensuring a coordinated approach to meeting their needs.

Substance Abuse/Harm Reduction Coordination:

- *Substance Abuse Education and Counseling:* As part of a multidisciplinary team, offer substance abuse education, counseling, and referrals. Utilize a harm reduction model to minimize barriers to housing and connect participants to both short-term and long-term substance abuse treatment options as needed.

- *Harm Reduction Model:* Implement strategies that reduce the negative consequences of substance use and support participants in making healthier choices, ultimately facilitating their path to stable housing.

Stability Case Manager

The Stabilization Case Manager will work in conjunction with Peer Support Specialists, Housing Navigators, and other homeless outreach teams to ensure that individuals and households placed into permanent housing through the Encampment Resolution Fund (ERF-3-R) initiative receive the ongoing support necessary to retain housing. The Stabilization Case Manager will provide a comprehensive range of housing-focused services, including tenancy support, case management, landlord mediation, and linkage to community-based resources, while employing a Housing First and harm reduction approach.

Essential Duties and Responsibilities

Housing Stabilization and Engagement

- Conduct regular home visits and phone check-ins with households recently placed into permanent housing.
- Provide tenancy support to reduce risks of eviction, including lease compliance guidance, problem-solving, and landlord mediation.
- Support residents in addressing barriers to housing stability, such as budgeting, employment access, and connection to benefits.

Collaborative Screening and Assessment

- Assess client strengths, needs, and housing stabilization goals upon program entry and provide ongoing reassessments as needed.
- Work collaboratively with the Oceanside Housing & Neighborhood Services Department, Caltrans, and partner agencies to monitor progress and address client needs.
- Utilize progressive engagement, tailoring the intensity of services to match client need.

Multidisciplinary Team Coordination

- Participate in care coordination meetings and case conferencing sessions with outreach teams, housing navigators, and partner service providers.
- Collaborate with behavioral health providers, medical professionals, and employment services to integrate care and stabilize households.
- Serve as a liaison between landlords and service providers to ensure tenancy challenges are addressed quickly and effectively.

Individualized Stabilization Planning

- Develop personalized, strengths-based housing stabilization plans in partnership with each household.
- Identify and coordinate linkages to mainstream services, including employment, education, behavioral health, and public benefits.
- Assist clients in building informal support networks and community connections to strengthen long-term stability.

Support Service Coordination and Referrals

- Facilitate referrals to supportive services such as behavioral health care, primary care, and employment training.
- Collaborate with Interfaith Community Services, RTFH, and regional partners to maximize housing retention support.

Documentation and Reporting

- Maintain accurate and timely case notes and service documentation in the Homeless Management Information System (HMIS).
- Submit required monthly reports to the Housing & Neighborhood Services Department, including outcomes on housing retention and service delivery.
- Track progress toward program benchmarks, including the goal of **90% retention at 12 months** for housed participants.

6. Data Collection and Performance Measures

Reporting: ICS will submit quarterly and annual reports on metrics such as the number of individuals/households assisted, demographics, services rendered, linkages to resources, and housing outcomes. ICS will agree to adhere to reporting schedules, standards, and requirements as laid out by the City of Oceanside in accordance with ERF-3 requirements.

7. Ongoing Communication with City

ICS shall attend or facilitate ongoing meetings regarding the implementation and progress of the grantee projects. These meetings will provide opportunities to discuss project progress, resolve implementation barriers and challenges, and ensure appropriate linkages and coordination with other projects supported by ERF-3 funding.

8. Fiscal Management

The awarded grant funds will be managed according to the terms and conditions set forth by the City of Oceanside. All expenditures must be documented, and invoices submitted as required.

9. Program Standards and Compliance:

ICS shall follow protocols, policies, and procedures established by California Department of Health Care Services, Behavioral Health Information Notice 22-064, for dispatching and engagement of mobile crisis services. ICS must comply with all relevant local, state, and federal laws, including maintaining accurate records in the Homeless Management Information System (HMIS) and participating in the Coordinated Entry System (CES). Regular performance monitoring and compliance checks will ensure adherence to program standards.