

**Regional Task Force on Homelessness (RTFH)
Resolution Strategies (RS) (Outreach/Diversion) FY2026**

The parties to this Agreement are the Regional Task Force on Homelessness (RTFH), a California nonprofit, public benefit corporation, located at 4699 Murphy Canyon Road, San Diego, CA 92123 and City of Oceanside (Subrecipient). The parties agree to the following:

1. RTFH, is awarding an agreement for Resolution Strategies, a source of flexible funding to assist people experiencing homelessness who could rapidly resolve their homelessness with financial assistance. This agreement aligns with the Continuum of Care Standards and the Regional Action Plan to Prevent and End Homelessness in San Diego by increasing exits to permanent housing.
2. 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; Resolutions Strategies Policies and Procedures. RTFH strongly encourages applicants to read the Regional Plan in its entirety. Please see **Exhibit B** Special terms and conditions for additional information and links.
3. **SCOPE OF WORK:** Diversion is an intentional problem solving conversation to empower people to rapidly resolve their experience of homelessness by identifying safe and appropriate housing solutions outside of the homeless dedicated service system. Diversion is characterized by light touch, client led, flexible support, and sometimes offering minimal financial assistance to resolve their episode of homelessness. Services may include diversion efforts, housing search, income stabilization, employment development, connections to affordable housing, and basic needs support. The target populations are individuals and families in the San Diego County region who are experiencing homelessness for the first time and/or are newly homeless.
4. **TERM OF AGREEMENT:** This agreement shall commence on **January 1, 2026 and shall terminate on June 30, 2027**. This agreement is subject to earlier termination as provided below.
5. **COMPENSATION:** Resolution Strategies (RS), is flex funding, used to support diversion activities and to end clients homelessness. Any funds not expended by the contract year shall be returned to the RTFH. Unspent funds will not roll over into the following grant year. For performance of services rendered pursuant to this agreement, Compensation and Invoicing, attached hereto and incorporated herein; RTFH shall compensate the Subrecipient based on the following, subject to the limitation of the maximum expenditure provided herein:
 - a. **Maximum Expenditure:** The maximum expenditure under this Agreement shall not exceed **\$100,000.00**. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein.
 - b. **Amendment:** RTFH must approve an amendment to this Agreement before any changes to the scope of work. (See EXHIBIT A Scope of Work)
 - c. **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.

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d. 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.

e. 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.

f. 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.

g. Zero Expenditure Reporting.

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.

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6. AUDIT and RECORDS.

a. Recordkeeping Compliance.

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 federal, 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.

b. Subrecipient or anyone else associated with the work has prepared or which relate to the work which Subrecipient is performing for RTFH pursuant to this Agreement regardless of whether such records have previously been provided to RTFH. Subrecipient shall provide RTFH at Subrecipient's expense a copy of all such records within five (5) working days of a written request by RTFH. Subrecipient's failure to provide the records within the time requested shall preclude Subrecipient from receiving any compensation due under this Agreement until such documents are provided.

c. If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, RTFH shall have the right to require the Subrecipient to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount

7. COMPLIANCE

a. In performance of this Agreement, Subrecipient shall 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, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation.

b. Subrecipient shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

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

7. TRAINING REQUIREMENT Subrecipient agrees to the training requirements of the Resolution Strategies Policies and Procedures. The Subrecipient agrees to maintain all documentation of training requirements and will provide it to RTFH upon request.

8. 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.

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

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- 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.
9. **ACCURACY OF SERVICES.** Subrecipient shall be responsible for the technical accuracy of its services and documents resulting therefrom and RTFH shall not be responsible for discovering deficiencies therein. Subrecipient shall correct such deficiencies without additional compensation. Furthermore, Subrecipient expressly agrees to reimburse RTFH for any costs incurred as a result of such deficiencies. Subrecipient shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the RTFH, the project, or any other person related to the project, including the Subrecipient or its agents, employees, or Subrecipients .
10. **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 agrees to only disclose confidential records as required or permitted by law.
11. **PUBLICATION, REPRODUCTION, OR USE OF MATERIALS.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties produced under this Agreement, whether in printed or "electronic" format shall be the joint property of the Parties. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right without the express written consent of the other Party. The Subrecipient shall submit upon

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request reports to the RTFH in the form specified by the RTFH, or as may be specified elsewhere in this Agreement. The RTFH shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by the Subrecipient under this Agreement.

12. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
13. **INDEPENDENT REVIEW.** Each party here to declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
14. **TERMINATION.** Upon Subrecipient 's breach of this Agreement, the RTFH shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, RTFH will send the Subrecipient written notice specifying the cause. The notice will give the Subrecipient at least fifteen (15) days from the date the notice is issued to cure the default or make progress satisfactory to the RTFH in curing the default. The subrecipient also has the right to terminate this agreement. 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 Agency's notice of termination.
 - (a) **Full Cost Recovery of Investigation and Audit Costs.** Subrecipient shall reimburse RTFH for all direct and indirect expenditures incurred in conducting an audit/investigation when Subrecipient is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Subrecipient pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from the RTFH.
15. **PAYMENT BY RTFH.** Payment by the RTFH pursuant to this Agreement does not represent that the RTFH has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Subrecipient, made an exhaustive inspection to check the quality or quantity of the services performed by the Subrecipient, made an examination to ascertain how or for what purpose the Subrecipient has used money previously paid on account by the RTFH, or constitute a waiver of claims against the Subrecipient by the RTFH.

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Signature Page

AGREEMENT TERM. This agreement shall commence on January 1, 2026 and shall terminate on June 30, 2027.

COMPENSATION. RTFH agrees to pay SUBRECIPIENT a sum not to exceed: \$100,000.00.

SUBRECIPIENT’s Representative. The SUBRECIPIENT has designated the following individual as the Subrecipient's Representative.

Jonathan Borrego
300 N. Coast Highway
Oceanside, CA 92054
760-435-4500
JBorrego@oceansideca.org

RTFH’s Representative. The RTFH has designated the following individual as the RTFH Representative.

Lahela Mattox, Chief Operations Officer
4699 Murphy Canyon Rd, #106
San Diego, CA 92123
858-292-7627 x45
lahela.mattox@rtfhsd.org

IN WITNESS WHEREOF, the RTFH, and the SUBRECIPIENT have executed this Agreement effective as of the date first set forth below.

City of Oceanside

Regional Task Force on Homelessness

By: _____
Jonathan Borrego, City Manager

By: _____
Tamera Kohler Chief Executive Officer

Date: _____

Date: _____

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**SUBRECIPIENT AGREEMENT
EXHIBIT A
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.

With Resolution Strategies, the City of Oceanside and Interfaith can access one time flexible funds to assist eligible people experiencing homelessness. Funds will be used to pay one-time funds that will help the household be permanently housed. Reducing barriers to housing and enhancing the household’s ability to meet their goals and improve outcomes.

Outcomes:

- 50 clients to be placed into PH

The program will use resolution strategies to support households in rapidly resolving their homelessness and securing permanent housing through client-led problem solving, flexible support, housing search assistance, and one-time financial assistance to address housing barriers.

- PH Stability
75% of participants sustained for 9-12 months

The housing navigation component will support long-term housing stability, with a target of assisting 75 percent of served individuals in maintaining permanent housing for 9 to 12 months.

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**SUBRECIPIENT AGREEMENT
EXHIBIT B
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.