

**CITY OF TRACY**  
**REQUEST FOR PROPOSALS (RFP)**  
**TEMPORARY EMERGENCY HOUSING FACILITY OPERATOR(S)**

**RFP Deadline:**  
**Tuesday, August 12th, 2025, 5:00 PM (PT)**



**City of Tracy**  
**333 Civic Center Plaza**  
**Tracy, CA 95376**

**Contact for Questions:**

All inquiries and/or questions shall be submitted in writing to  
Virginia Carney, Homeless Services Manager, at [virginia.carney@cityoftracy.org](mailto:virginia.carney@cityoftracy.org)  
or (209) 831-6119, no later than  
5:00 p.m. on July 18th, 2025

Download the RFP: [www.cityoftracy.org/government/rfp-notices](http://www.cityoftracy.org/government/rfp-notices)  
Temporary Emergency Housing Facility webpage: [www.cityoftracy.org/EmergencyHousing](http://www.cityoftracy.org/EmergencyHousing)

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**CITY OF TRACY  
REQUEST FOR PROPOSALS (RFP) FOR  
TEMPORARY EMERGENCY HOUSING FACILITY OPERATOR(S)**

**Proposal Deadline Tuesday, August 12<sup>th</sup>, 2025 by 5:00 PM (PT)**

**I. BACKGROUND**

The City of Tracy, not unlike many other areas in California, has experienced an increase in the number of unsheltered individuals over the past several years. From 2017 to 2019, homelessness across San Joaquin County increased by 170%. In Tracy, the homeless population grew from 90 unsheltered individuals in 2017 to 155 in 2019 and 124 in 2022. It has continued to grow with a 2024 Point In Time Count of 200 unsheltered individuals, 98 of whom reside in our Temporary Emergency Housing Facility. The City of Tracy is committed to addressing the challenges of homelessness in our community and has devoted significant resources toward this effort, including the development of Tracy's first Temporary Emergency Housing Facility, which is set to be completed in of 2025, and the reason for this RFP.

To address the issues surrounding homelessness, both regionally with the San Joaquin County and Tracy-specific strategic plans were adopted in 2020. As a result, the Tracy City Council formed an advisory committee to implement [Tracy's Strategic Plan to End and Prevent Homelessness](#), and in the same month, allocated funding for the design and construction of a Temporary Emergency Housing Facility. Increasing the number of emergency shelter beds is in line with local and regional homelessness strategic plan goals.

The Temporary Emergency Housing Facility (Project) is located on 4.8 acres of city-owned property on Arbor Road. The Project has four phases. Phase I of the Project was the underground construction of the property, which included underground site work and was completed in August of 2022. Phase II of the Project (which is the original project design but was delayed due to funding) includes a 60' x 105' Sprung structure that will accommodate up to 70 guests, a day room, and offices for operations, administration, and client services. Phase II of the project is now set for completion in of 2025.

A portion of the property now consists of five modular buildings, one of which is dedicated as an administrative building and dayroom (referred to as Phase III). This interim shelter site includes four modular units that are 25x60 ft. with eight bedrooms each that accommodate 48 individual's total. There are two bathrooms and two showers per unit, with four dormitory modular units in total. Phase III of the Project is currently in service. Phase IV of the Project, which includes 39 container units, was completed in December of 2023 and is also in service. This Request for Proposals is to secure a qualified operator(s) for both Phase II, Phase III, and Phase IV of the Project. Phase II is a congregate sprung building that can hold up to 70 individuals (35 with no bunk beds) with office space, bathrooms, and a dayroom. Phase III and Phase IV are non-congregate and include three individual container units and four modular buildings with bathrooms, showers, and the option to house singles and doubles.

The City of Tracy is committed to providing a secure environment where unhoused individuals and couples can focus on support and preparing for self-sufficiency. The City intends for the shelter to have day services to allow participants to remain onsite throughout the day. The City of Tracy is also committed to clean and safe public and private areas, as well as the highest standards of public services and policies that will lead to a high standard of community life for residents and business owners. The operator(s) is expected to operate in a manner that does not impact the surrounding area, and implementation of procedures to prevent loitering in the vicinity. The City's goal is to maintain an open, honest, and responsive City government to help achieve these goals with qualified operator(s), local businesses, and residents. The Qualified operator(s) will assist individuals experiencing homelessness through case management, develop a pathway towards permanent housing, income, healthcare, and stability through continued support services.

## II. INTRODUCTION

The City of Tracy (City) is announcing a Request for Proposals (RFP) to solicit applications from private entities and/or nonprofit organizations to operate a year-round 24/7 congregate and non-congregate, low-barrier Temporary Emergency Housing Facility and Navigation Center for individuals experiencing homelessness in Tracy. **This application is for a qualified operator, who has the capacity to run a shelter program for unsheltered individuals that includes a recuperative care component. This request is specific to oversight of the facilities/units and 24/7 care of individuals in the onsite program(s). Services provided will include the capacity to provide recuperative care and other Community Supports (CS) services, in alignment with the California Department of Health Care Services (DHCS) Community Support Policy Guide: housing navigation housing deposit, tenancy and sustaining services, transitional rent, recuperative care and short-term hospitalization housing.** The City of Tracy prefers to contract with a single organization capable of delivering high quality of services for both components but will also evaluate one joint proposal from organizations (lead and partner agencies) delivering both programs jointly, each under separate agreements. The [Temporary Emergency Housing Facility](#) (shelter) will assist people experiencing homelessness develop a pathway towards permanent housing, healthcare, and stability. Proposed onsite services include, but are not limited to, transportation, case management, referrals to state-licensed behavioral health services, social services, meals, showers, laundry service, 24/7 staffing, pet support, and security.

Under this RFP, qualified operator(s) will manage two programs at the same city site.

Program 1: Recuperative care services in the non-congregate area of the campus.

Program 2: Low barrier emergency shelter housed in the congregate sprung structure area which will include oversight of a commercial kitchen.

### **CalAIM Community Supports:**

The qualified operator(s) will be responsible for the daily delivery and management of the following Community Supports (CS) services, in alignment with the California Department of Health Care Services (DHCS) Community Support Policy Guide: **housing navigation housing deposit, tenancy and sustaining services, transitional rent, recuperative care and short-term hospitalization housing.** The qualified operator(s) will not be the Medi-Cal Managed Care Plan (MCP) contracted Community Support services provider. However, the qualified operator(s) will be responsible for the provision of direct services. While the qualified operator(s) will not serve as the contracted Medi-Cal Managed Care Plan Community Support provider, it will ensure proper coordination, documentation, and quality oversight of the **housing navigation, housing deposit, tenancy and sustaining services, transitional rent, recuperative care and short-term hospitalization housing services** as required by the DHCS CS Policy Guide as well as completing the claims billing under the City's contract with the Medi-Cal Managed Care Plans. The qualified operator(s) will ensure accurate documentation and claims coding for City's review and its submission. The qualified operator(s) will work with the City to address any claims errors to support timely and compliant billing. The City will be responsible for the review and submission of the claims.

Recuperative care services is a California Advancing and Innovating Medi-Cal (CalAIM)

Community Support (See the California [Department of Health Care Services Community Supports Policy Guide](#)). The City of Tracy seeks a qualified operator(s) to:

- Fully operate the site as interim housing with beds and meals and ongoing oversight of individuals' medical or behavioral health conditions (e.g., monitoring of vital signs, assessments, wound care, medication monitoring).

- Offer medically appropriate interim or permanent housing options upon exit.

The goal of recuperative care services is to provide a place for someone without a home to recover from an injury or illness (including behavioral health conditions).

The City of Tracy, Navigation Center serves people experiencing homelessness and helps them to achieve stability, self-sufficiency, and transition into permanent housing. The site provides housing navigation services and supports connections to medical care, substance use treatment, and case management for participants in a safe and low-barrier environment.

The City of Tracy is seeking qualified operator(s) to operate the entire site (a total of 150 beds) as a recuperative care, housing navigation services, emergency shelter, and interim housing project.

The population served in the recuperative care portion of the facility is adults without custody of minor children (defined as individuals who have no fixed, regular, and adequate nighttime residence). Admission to the site is based on meeting recuperative care criteria with an approved authorization from Managed Care Plans for their members.

The site will serve all residents of the City of Tracy regardless of their insurance status. Medi-Cal managed care plan members are eligible for recuperative care services while they are recovering from acute medical conditions, but generally for a time period not to exceed 6 months.

### **Shelter operations:**

In addition, there are 39 units of custom container space currently utilized as non-congregate individual units and will be operated and utilized for Behavioral Health Services supportive beds. The container site will be managed by San Joaquin County Behavioral Health Services. These units will still be under the larger facility with food services being provided to this portion of the site through the qualified operator(s) of this contract. This will reduce the footprint for operations of the selected operator of up to 120 beds (70 in the Navigation Center and 48 Recuperative Care).

The Navigation center portion of the site will support up to 70 beds in a congregate-type dormitory setting with the ability to have support services and partners imbedded into the program. This portion of the site will be a triage space with most individuals transitioning to other parts of the site, whether it be to the recuperative care program, Behavioral Health units or in the Navigation Center while awaiting additional resources and referrals.

All shelter spaces are focused on cost recovery and available grant funds to operate the programs to ensure the City of Tracy can continue to provide these services to our most vulnerable residents.

In addition to the living spaces, the awarded qualified operator(s) will also operate a commercial kitchen to prepare meals for the residents. This will be up to 150 meals 2-3 times per day. All individuals tasked with working in the kitchen will need to hold a ServSafe certification and will need to provide copies of this prior to contract execution.

A low barrier shelter aims to provide immediate access to shelter space for people experiencing homelessness while reducing barriers for those who might not otherwise accept assistance. This will be the focus of the Navigation Center which means that a person will not be denied access to the shelter due to mental illness, substance abuse or for having a pet or personal belongings in their possession. However, low barrier does not mean there are no rules or boundaries at the shelter. Guests will be expected to agree to and abide by a code of conduct that respects and ensures the safety of all guests, staff, shelter facilities, and the surrounding community.

Qualified applicants that meet the RFP requirements and demonstrate the ability to operate and maintain a congregate/non-congregate low barrier emergency shelter, commercial kitchen, and recuperative care program for the unsheltered are encouraged to submit a proposal.

Qualified applicants must be regularly and continuously engaged in the business of operating recuperative care and housing navigation services at least three (3) years, which must be clearly stated or demonstrated in the RFP response.

Qualified applicants must have the capacity themselves or through a subcontract, to submit authorizations and claims for recuperative care and other Community Supports services to Medi-Cal managed care plans (MCPs).

Qualified applicants must have experience using the Homeless Management Information System (HMIS) to document program services and status.

Qualified applicants must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP upon request by the City.

Qualified applicants must have demonstrated experience with coordinated entry and success connecting clients to housing.

The shelter site also serves as a warming/cooling location during inclement weather and must be open for that purpose when the National Weather Service reports inclement weather conditions. All proposals must be received in the Parks, Recreation and Community Services Department **by 5:00 PM (PT) on Tuesday August 12<sup>th</sup>, 2025. Applications submitted after the deadline will not be accepted.** The City reserves the right to request that applicants submit additional information as may be requested by staff to clarify or augment submitted information. **Also, the City reserves the right to suspend, amend, or modify the provisions of this RFP, to reject all proposals, and/or to negotiate modifications of proposals.**

## **Definitions**

**Application:** A formal application submitted in response to this solicitation.

**Applicant:** Proposer applying to be awarded a contract with the City to operate the Temporary Emergency Housing Facility.

**City:** The City of Tracy, a State of California municipal corporation that is issuing this RFP.

**Contractor/ qualified operator(s)/applicant/organization/Shelter Operator(s):** Proposer whose application has been accepted by the City and is awarded a fully executed, written agreement to provide the services specified therein.

**Emergency Shelter:** Housing with minimal supportive services for homeless persons that is typically limited to occupancy of 120 days or less in 365 days. Such accommodations may include case management, basic supportive services such as food, shower and restroom facilities, laundry room, storage areas, and limited administrative or intake offices.

**Proposer:** Private entity or non-profit organization submitting a proposal for consideration under this RFP.

## **Pre-requisites**

Proposals will only be considered from organizations that meet the following prerequisites:

- Be a qualified private or public nonprofit organization currently engaged in providing homeless services and successfully managing homeless service centers.
- Have a minimum of three (3) consecutive years of successfully managing and operating

homeless programs and delivering relevant services of a similar type and scope as described in the Scope of Work (Exhibit A) and Sample Center Management, Operations and Public Safety Plan (Exhibit B).

- Have not filed for bankruptcy under any business name over the past five (5) years.
- Have the current organizational experience and staff capacity to operate a new non-congregate/congregate emergency shelter.
- ServSafe certification for all delegated kitchen staff.
- Key personnel shall hold an appropriate license for the case management services offered prior to signing any Agreement for the operation of the shelter.
- Current registration with the California Secretary of State, Department of Industrial Relations, and other required agencies as the City deems necessary.
- The Qualified operator shall be able to perform all the requirements as outlined in the Scope of Work attached as Exhibit A to the Sample Agreement, which is Exhibit C to this RFP.

**Updated Key Dates – tentative timeline**

RFP Release Date	June 26, 2025
RFP Pre-Proposal Meeting (Virtual and In-Person Option-please see information below)	July 10, 2025, 6:00 PM (PT)
Deadline for RFP questions	July 18, 2025, 5:00 PM (PT)
Proposal Deadline	August 12, 2025, :00 PM (PT)
Interview Dates	Week of August 25th
Anticipated THAC approval	September 18 <sup>th</sup> THAC approval
Anticipated City Council Contract Award	October 7 <sup>th</sup> , 2025
Contract execution, and related required documentation	October 8 <sup>th</sup> -30th
Anticipated Contract start date	Contingent on negotiations but no earlier than November 1, 2025

\*All dates and times are tentative and subject to change

**Pre-proposal Information Session**

Applicants are highly encouraged to attend the preproposal information meeting. The meeting cover details of the RFP and proposed Scope of Work, information on the shelter, operational funding, and will provide opportunities for questions. The preproposal meeting details is as follows:

Date: Thursday, July 10, 2025

Time: 6:00 PM (PT)

Location: Tracy City Hall, Room 203, 333 Civic Center Plaza, Tracy, CA 95376

Virtual participation information:

TEAMS Meeting [Join the meeting now](#)

Meeting ID: 269 381 707 458 2

Passcode: c7jZ9An3

Please RSVP by Tuesday, July 8, 2025 at 6:00 PM (PT) to Virginia Carney, Homeless Services Manager at [virginia.carney@cityoftracy.org](mailto:virginia.carney@cityoftracy.org) or (209) 831-6119.

**City’s Rights**

The City’s rights include, but are not limited to:

1. Issuing addenda to the RFP, including extending or revising the timeline for submittals.
2. Withdrawing, re-issuing, or modifying the RFP.
3. Requesting clarification and/or additional information from a Qualified operator(s) at any point in the process.

4. Committing or offering funding to one or multiple Applicants.
5. Executing an Agreement with an Applicant(s) based on the original and/or other information submitted by the Qualified operator(s) during the procurement process.
6. Rejecting any or all proposals, waiving irregularities, accepting, or rejecting all or any part of any proposal, waiving any requirements of the RFP, as may be deemed in the best interest of the City by the City Manager.

### **Applicant's Responsibilities**

It is the responsibility of each qualified operator(s) to:

1. Examine this RFP thoroughly, including all exhibits and attachments.
2. Become familiar with local conditions that may affect cost, performance, or services.
3. Utilize mail, fax, email, or other delivery mechanisms at its own risk, and the City shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.

### **Consequence of Submission of Proposal**

The submission of a proposal shall not be deemed as an agreement between the qualified operator(s) and the City. The proposal is an offer by the qualified operator(s) to perform services in accordance with the proposal. Specifically, the following provisions apply:

1. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
2. Any agreement shall not be binding or valid against the City unless and until it is executed by the City and the selected Applicant, and the Applicant's insurance, and/or other surety guarantee have been accepted by the City.

The proposals received shall become the exclusive property of the City. ***ALL DOCUMENTS SUBMITTED IN RESPONSE TO THE RFP ARE CONSIDERED PUBLIC RECORDS AND WILL BE MADE AVAILABLE TO THE PUBLIC UPON REQUEST***, unless exempt from disclosure under the Public Records Act or other applicable law. Please do not include confidential information or information that may violate the privacy or intellectual property rights of a third party.

### **Cost of Submitting Proposals**

The cost of preparing and submitting a proposal is the sole responsibility of the qualified operator(s) and shall not be chargeable in any manner to the City. The City will not reimburse any qualified operator(s) for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, or participating in an interview.

### **City Contact**

For questions regarding this Request for Proposal, please contact Virginia Carney, Homeless Services Manager or (209) 831-6119. All questions should be submitted to the Parks, Recreation and Community Services Department by 5:00pm on Friday July 18<sup>th</sup>, 2025.

### **Eligible Applicants**

Private and/or non-profit (including faith-based) organizations are eligible to apply. Faith-based organizations and churches may not restrict client participation based on required religious affiliation or activities. Experience working with vulnerable populations and/or those experiencing homelessness is required.

**Please note: No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.**

**Period of Performance**

The initial term of the Agreement shall be for one (1) year from the date that the Agreement is fully executed with four additional (1) year increments. If the City determines that the Qualified operator(s) has satisfactorily performed all requirements in this agreement, and per recommendation from Director of Parks, Recreation and Community Services, the City Manager may extend the Agreement for any additional years in any combination not to exceed a total agreement length of five (5) years, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the initial contract term. Should the option to renew for any additional year be exercised, City and Qualified operator may negotiate any and all price modifications.

**III. GENERAL TERMS AND CONDITIONS**

The selected Qualified operator(s) will be required to execute a Professional Services Agreement (“Agreement”) with the City of Tracy. A sample agreement is included as Attachment C. The successful organization must meet all insurance requirements outlined in the Professional Services Agreement. All terms and conditions of the Agreement are non-negotiable. Organizations must possess a valid City of Tracy Business License throughout the term of the contract.

**IV. REVIEW OF PROPOSAL & SELECTION PROCESS**

A panel of City staff will review all proposals submitted that meet the RFP requirements. Proposals that are deemed to be substantially incomplete by the panel may be rejected. Proposals will be evaluated based on the Qualified operator(s) and Selection Criteria under Section IV below.

**Proposal Evaluation Criteria**

Applicants that submit a proposal will be reviewed based upon the following criteria:

CATEGORY	POINTS
<p>Past and current organizational experience in providing homeless services to the community.</p> <ul style="list-style-type: none"> <li>a. Capability to operate a non-congregate and/or congregate low barrier shelter</li> <li>b. Provide recuperative care, short term post hospitalization housing, housing navigation and tenancy, housing deposit, and transitional rent services as defined by California Department of Health Care Services Community Supports Policy Guide</li> </ul> <p>For joint applications, include a brief narrative describing past relevant projects that demonstrate the partnership's experience and collaboration.</p>	20
<p>Applicant’s organization readiness to carry out operations of an emergency low barrier shelter and ability to prepare and execute a plan</p>	15

Adequacy of staffing plan and qualifications of key personnel	15
Qualified operator(s) has the capacity and the experience to implement and bill for recuperative care, short term post hospitalization housing, housing navigation, housing deposit, and tenancy, and transitional rent services.	10
Client service delivery – qualified operator(s) can ensure client delivery of service, prepare, and keep up to date outcomes	10
Proposed Annual operating budget with emphasis on how to provide appropriate documentation on expenses	15
Connection to and knowledge of the local community, necessary connections to local and regional service partners	5
Completeness, accuracy, and quality of proposal	5
One operator for all program components (points are all or nothing)	5
Total Points Possible	100 points

After proposals have been evaluated, the highest-ranking Applicants may be invited to participate in an interview with the City. If deemed necessary by the evaluation panel, interviews and on-site presentations will be conducted with the same members of the proposal evaluation panel. Dates and times will be coordinated at that time after the valuation of responsive proposals is complete, and the highest-ranking candidates are determined.

The selected Applicants shall then enter into exclusive negotiations with the City to formalize the Scope of Services and compensation within the agreement. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that organization and begin negotiations with the next organization which best meets the needs of the City, and so on until the City and the Qualified operator(s) reach an agreement. The City intends to select a Qualified operator that offers the best value and services based on the criteria outlined in the RFP.

## V. PROPOSAL PROCESS

### **Proposal Submission Format and Submittal**

Applicants must submit material in the following format. See Section VI below, Submittal Requirements, for specific material to be included in proposal application:

- Hard Copies: Two (2) copies of complete proposal; and
- Electronic Copies: All proposal material must also be submitted electronically. A functioning USB or disc drive is acceptable.
- **Proposals must be received by 5:00 P.M. on Tuesday . August 12<sup>th</sup>. 2025**

The City is not responsible for proposal packets delivered late. It is the responsibility of the Qualified operator(s) to ensure the proposal is submitted by the designated due date and time.

**All proposals will be time stamped upon submission to:  
City of Tracy, Parks, Recreation and Community Services  
333 Civic Center Plaza, 1<sup>st</sup> Floor Tracy, CA 95376  
ATTE: Virginia Carney, Homeless Services Manager**

## VI. SUBMITTAL REQUIREMENTS

### Application Content

Applicants are to complete the application form provided in Attachment A. In addition to the completed application, the following attachments are required:

- Proposed line-item annual budget (sample provided in Attachment B).
- If Qualified operator(s) is a nonprofit organization, proof of non-profit status is required and can be submitted via a determination letter from State Franchise Tax Board or Federal Internal Revenue Service confirming nonprofit status.
- Copy of organization's recent audited financial statement.
- Copy of organization's most recent balance sheet.
- Copy of organizational chart including key staffing for the shelter.
- Copy of most recent Federal Form 990
- Letters of endorsement from qualified operator partners or contracted agencies.
- For questions requiring a narrative response, use the following format:
  - Page size 8.5" x 11"
  - 1" margins on all sides
  - 12-point font (Arial)
  - Number pages
  - Label responses to the corresponding question
  - Limit responses to 450 words or less

Applications shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the application but should assist the Qualified operator(s) in preparing a thorough response. **All attachments must be submitted with the application. Incomplete proposals will not be considered.**

## VII. CONTRACT TERMS

See sample City of Tracy, Professional Services Agreement (Attachment C).

### Execution of Agreement

No Agreement shall be binding upon the City until all documents are fully executed by the Qualified operator(s) and the City.

### Failure to Execute Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the

award. If the successful Qualified operator(s) refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Applicant.

**Cancellation**

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

**ATTACHMENT A  
APPLICATION**



CITY OF TRACY  
TEMPORARY EMERGENCY HOUSING FACILITY  
REQUEST FOR PROPOSAL APPLICATION

**Qualified operator(s) Information**

1. Name of Entity or Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

2. Mailing Address (if different from above): \_\_\_\_\_

3. Executive Director/CEO: \_\_\_\_\_ E-mail: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

5. Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Qualifications**

Please select the category that best represents your organization:

- Non-Profit Organization     Community Development Housing Organization (CHDO)
- Public Agency                       For-Profit Organization
- Faith-Based Organization <sup>1</sup>

<sup>1</sup>Generally, a faith-based organization was founded or is inspired by faith or religion. Such organizations often choose to demonstrate that faith by carrying out one or more activities that assist persons who are less fortunate.

1. Describe the history and mission of your organization, specifically the types of services/activities/projects that your organization provides as they relate to benefiting homeless individuals.

2. Number of year's organization has been in business: \_\_\_\_\_

3. Number of year's organization has operated as a 501 (c) (3) (if applicable): \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

4. Has this organization operated under another name? ( ) Yes ( ) No

If yes, list all previous names: \_\_\_\_\_

5. Number of year's organization has conducted the program for which services are being requested: \_\_\_\_\_

6. Describe your organization's history and experience in providing services to the homeless community.

7. Describe the organization's outreach and service delivery methods.

### Proposal Narrative

1. Provide a concise description of the services being proposed (work to be performed; project to be undertaken; expected outcomes to be achieved). Please submit responses by using the following format: 12 Arial point font, single spaced with 1" margins
2. Is this project a collaboration (yes/ no)? If yes, please identify the lead agency and list of collaborative partners. Provide letters of intent from each participating agency specifying the agency's role or contribution to the project.
3. Provide a high-level summary of your methodology for operating the City of Tracy's Temporary Emergency Housing Facility.
4. Specify the tasks and activities to be undertaken to accomplish the objectives and explain how the activities will be implemented.
5. Provide a timeline for each identified activity with estimated start and completion dates.
6. Discuss the organization's capability to develop, implement, and administer an emergency shelter. Include details on the site security plan.
7. Provide the proposed admission criteria and procedures including:
  - Client rules and guidelines
  - Identification requirements
  - Screening requirements
  - Bed reservation system
  - New client orientation
  - Day leave and returning clients
  - Exit and re-admission

8. Describe how clients will be connected to other organizations for social services and housing resources.
9. How will your organization attempt to meet the goal of length stay of 90 days or less and connect clients to permanent housing?
10. Share your organization's participation and history with the County's HMIS system and your plan to comply with HMIS requirements.
11. Describe your organization's participation in the coordinated entry system that identifies clients, their needs, and services required.
12. Please share how you plan to implement a Volunteer Coordinator position that will work closely with residents on day programming options.
13. Please share how you will work towards applying and implementing the Cal-Aim Initiative as it pertains to local and regional goals.
14. Summarize the overall operational and programmatic goals and expected outcomes on an annual basis (i.e. – bed nights/ persons served) including length of stay.
15. Describe how the program will address various accessibility needs of the target population.
16. Describe how your organization will collaborate and communicate with the City, residents, businesses, and other organizations to establish a "good neighbor plan" through property management, outreach, and operations? Please provide details of proposed "good neighbor plan" to include education and outreach, security, being responsive to community concerns, minimizing impacts to surrounding neighborhoods and businesses, etc.
17. Describe the organization's experience in providing social service programs to individuals experiencing homelessness and operating a year-round emergency shelter or similar programs. Attach a list of shelters operated by your organization (if applicable) and include the location and number of shelter beds.
18. Describe the security policy or plan for the facility including:
  - Secured entrances
  - On-site security personnel
  - Security alarms and cameras
  - Loitering
  - De-escalating conflicts
  - Entry and exit procedures
  - Storage of clients' possessions
  - Possession of drugs and weapons on-site
  - Procedure for contacting police
  - Procedure for reports of criminal activity on-site
  - Overflow management

19. Describe the health policies or plans related to:
  - Possession of controlled substances
  - Security, use, and access of prescription medications
  - Client's use of over-the-counter medication
  - Clients access to emergency and medical care
  - First aid equipment, supplies, and procedures
  - Preventing the spread of disease and viruses
  - HIPAA standards to protect client confidentiality
  - COVID – 19 mitigations
20. Describe food policies or plans related to:
  - Provision of nutritional needs for clients
  - Meeting San Joaquin County Public Health standards
  - Sanitary food preparation and storage
21. Describe transportation policies or plans related to:
  - Transportation services for clients to and from property
  - Delivery of shelter goods and community donations
22. Describe non-discrimination policies or plans related to:
  - Compliance with the Americans with Disabilities Act
  - Gender-specific programming
  - Sexual harassment
  - Policy regarding sex offenders
23. Describe how the facility will accommodate for pets and service animals? What is your proposed policy for the shelter of pets on-site?
24. Explain your grievance policies and procedures related to the process of making a complaint, resolving a grievance, meeting with staff, and your whistleblower policy.
25. Describe how you will work with the City's designated Homeless Services Manager to ensure the successful operations of the Temporary Emergency Housing Facility?

### **Staffing Plan and Staffing Qualifications**

1. Provide a staffing plan for the proposed program, including job titles, part-time and full-time positions, qualifications/credentials/ education/ licenses for each position.
2. Include if the proposed program will include volunteers, including expected experience, qualifications, or background.
3. Provide a proposed organizational chart for staffing and volunteer operations of the Temporary Emergency Housing Facility.
4. Describe your proposed plan for recruiting, training, evaluating the performance of staff and volunteers.
5. Attach your organizational chart, including board of directors, officers, and staff.
6. Attach resumes for staff members associated with the proposed program.

## Budget

Please complete a line-item budget outlining all proposed program costs, including personnel and operational expenses (see Attachment B for sample). For personnel salary, include the position title and hourly wage of each staff member to be paid out of the program budget. The CITY **will reimburse employer payroll taxes and benefits including workers compensation, health and life insurance, sick leave, and vacation. Benefits will only be reimbursed for full time employees. Please identify your formulas for calculating this ahead of time with a sample budget to help us assist you with timely processing of invoices.**

Operating cost areas and guidelines:

**Occupancy:** occupancy costs for a building owned or leased by the Qualified operator(s) may be included as a budgeted item only if,

- it is necessary for the services provided under this grant; or
- costs are allocated among funding sources.

**Utilities:** Enter the prorated costs for electric and trash collection.

**Communication:** Enter costs for telephone, fax, postage, and other communication costs that are essential to the operation of the project.

**Office Supplies:** Enter costs for office supplies that are essential to the operation of the project.

**Equipment:** Enter costs of equipment that is essential for the operation of the project. Justification should be provided for the purchase of all electronic goods.

**Security:** Enter costs of security staff needed for the facility.

**Meals:** Please provide costs of meals.

**Janitorial/Maintenance:** Enter costs for services provided.

**Laundry:** Enter costs for services provided.

**Program Supplies:** Enter costs for consumable commodities that have a useful life of one (1) year or less, which render services essential to the operation of the project.

**Transportation Services:** Enter cost for automobile mileage, client transportation, and all necessary and ordinary travel expenses while on official project business.

**Insurance costs:** Enter the prorated cost of insurance and other related services for the project. **This includes auto, business, and facility insurance.**

**Funding Agreement Services:** Include payments made to individuals who provide professional, scientific, or technical services. This means any services that the agency does not have the capability to perform itself, but are required to operate its program, and are performed by individuals who are not the agency's employees (i.e., consultants, trainers, evaluator, therapists, and social workers). The type of service must be stated next to Funding Agreement Services line item.

**Overhead Rate Documentation:** Overhead costs including administrative, or support staff may only be submitted for projects that have a federally negotiated overhead rate or an approved rate from a Certified Public Accountant (CPA). **Submit the letter from the federal agency or the CPA that details the basis for the negotiated overhead.**

## Performance Measurement

1. Provide the number of individuals that will directly benefit from your program daily. Indicate how these numbers were obtained or derived (Point in Time counts, Census data, history of program).
2. Describe the method used to gather and track demographic and other statistical data for reporting purposes. (Include the name of software, if applicable).
3. Describe the organization's client record keeping system and management of data and data sharing.

**Please see matrix below for the city's expectations on performance measurements:**

<b>PROGRAM DELIVERABLE</b>	<b>PERFORMANCE MEASURE</b>
Provide shelter and housing navigation services to individuals served	Number of unduplicated households and individuals served (point in time and cumulative)
Timely entry of data into HMIS system included all entry/exit Universal Data Elements	At least 100% of HMIS program entry and exit data will be entered within three days of entry into the program
Accurate entry of data into HMIS system included all entry/exit Universal Data Elements	No more than 5% of null values
Maintain a nightly unit occupancy rate of 90%	Exit 100% of individuals served from housing navigation to known destinations
Exits to Permanent Housing	Exit 75% of individuals served to permanent housing destinations
Exits to Transitional or Interim Housing	Exit no more than 25% of individuals-served to transitional, or interim housing destinations
Clinical Care Plan	Complete a Clinical Care Plan for 100% of individuals-served who have a minimum stay of 14 days
Unit Turnover	Complete unit turnover within 24 hours of prior occupant vacating the unit
Data Quality	Exit 100% of individuals served to known
At least twice per year, offer individuals-served (to the extent feasible) the opportunity to complete a satisfaction survey	At least 80% of individuals served who are offered the survey will complete it

## References

Provide three (3) references that can speak to your organization's ability to operate an emergency shelter.

Name: \_\_\_\_\_ Title (if applicable): \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Title (if applicable): \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Title (if applicable): \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

## Disclaimer and Signature

I hereby certify that I have read this application and the exhibits thereto, and know the contents thereof, and that the statement therein is true, and that I have been authorized by the governing board of the organization I represent to submit this application.

Non-collusion: This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title



**Operating Costs**

Categories	Funding Request	Agency Match	Total Program
Occupancy			
Utilities:			
Communication:			
Office Supplies			
Equipment:			
Program Supplies			
Transportation Services:			
Insurance Costs:			
Shelter Security Services			
Shelter Maintenance			
Staff Training Costs			
Shelter Clients Meals			
Laundry Services			
Janitorial Services			
Total Operating Costs:			
Total Agency Match**:			
Total Program:			

\*\*The agency match represents any funding contributions by the applicant. An agency match is not required per RFP guidelines.

**ATTACHMENT C-  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**CITY OF TRACY  
PROFESSIONAL SERVICES AGREEMENT WITH  
[Name of Entity], [Type of Entity]**

This Professional Services Agreement (“Agreement”) is entered into between the City of Tracy, a municipal corporation (“City”), and [Name of Entity], a [Type of Entity] (“Consultant”). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

**Recitals**

- A. City desires to retain the professional services of Consultant to [Describe nature of scope of work] as further described herein and in Exhibit A.
- B. On [DATE], the City [CHOOSE APPLICABLE issued a Request for Proposals (RFP)/solicited informal proposals for bids from at least three prospective contractors] for the Scope of Work defined below. On [DATE], Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City’s needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant’s professional services as set forth in this Agreement.
- D. This Agreement was approved on [DATE] pursuant to Tracy Municipal Code Section \_\_\_\_\_, [and City Council Resolution No. \_\_\_\_\_].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

- 1. **Scope of Work.** Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference (“Scope of Work”). The Scope of Work shall be performed by, or under the direct supervision of, Consultant’s “Authorized Representative”: [list name(s) and title(s)]. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subqualified operator(s) or subconsultant, without the City’s prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subqualified operator(s) or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.
- 2. **Time of Performance.** Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City

requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

**2.1 Term.** The term of this Agreement shall commence on [DATE] and expire and terminate automatically on [DATE] or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of [Number] year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

**3. Compensation.** City shall pay Consultant on a time and expense basis for Scope of Work performed under this Agreement at the billing rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

**3.1 Not to Exceed Amount.** Consultant's total compensation under this Agreement shall not exceed \$[Dollar Figure] [Amount Number Spelled out] Dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

**3.1.1 City Budget Limitations.** This Agreement will terminate without penalty, liability, or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability, or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

**3.2 Invoices.** Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.

**3.2.1** If Consultant is providing the Scope of Work in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

**3.2.2** Consultant's failure to submit invoice(s) in accordance with this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

**3.2.3** Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

**3.3 Payment.** Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services and portions of Scope of Work described on the invoice(s) and approved by the City.

**3.4 Final Payment.** The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services or performance of the Scope of Work. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

**3.5 Books and Accounts.** Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

**4. Indemnification.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent qualified operator(s) and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

The provisions of this section survive the expiration or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

**5. Insurance.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of the Scope of Work under this Agreement at the minimum levels set forth herein.

**5.1 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**5.2 Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury

and property damage.

**5.3 Workers' Compensation** coverage shall be maintained as required by the State of California.

**5.4 Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

**5.5 Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

**5.5.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

**5.5.2** For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

**5.6 Notice of Cancellation.** Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

**5.7 Authorized Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

**5.8 Insurance Certificate.** Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

**5.9 Substitute Certificates.** Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

**5.10 Consultant's Obligation.** 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 (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

**6. Termination.** The City may terminate this Agreement in its sole and absolute discretion, without cause, by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Work in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date the termination notice is given.

**7. Ownership of Work.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Scope of Work, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. **Independent Qualified operator(s) Status.** Consultant is an independent qualified operator(s) and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and 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, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

9. **Conflicts of Interest.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

10. **Rebates, Kickbacks, or Other Unlawful Consideration.** Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To the City:  
City of Tracy  
Attn: [Name], [Title]  
333 Civic Center Plaza  
Tracy, CA 95376

To Consultant:  
[Name of Entity]  
Attn: [Name, Title]  
[Address]  
[Address]

With a copy to:  
City Attorney  
333 Civic Center Plaza  
Tracy, CA 95376

12. **General Provisions.**

12.1 **Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's performance of the Scope of Work will be the degree of skill and diligence ordinarily used by

reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

**12.2 Amendments.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

**12.3 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

**12.4 Assignment and Delegation.** Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's advance written consent. Any attempt to do so will be void. City's consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

**12.5 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

**12.6 Compliance with the Law.** Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

**12.6.1 Prevailing Wage Laws.** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**12.6.2 Non-discrimination.** Consultant represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or qualified operator(s) for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

**12.7 Business Entity Status.** Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

**12.8 Business License.** Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this

Agreement.

**12.9 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

**12.10 Construction of Agreement.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

**12.11 Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

**12.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

**12.13 Entire Agreement.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

**12.14 Counterparts.** City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

**12.15 Expenses for Enforcement.** Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

**13. Signatures.** The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

*[Signature Page to Follow]*

As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

**City of Tracy, a Municipal Corporation**

**[Name of Entity], [Type of Entity]**

By: \_\_\_\_\_  
[Name]  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
[Name]  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest:  
  
\_\_\_\_\_  
, City Clerk

Federal Employer Tax ID No. \_\_\_\_\_

By: \_\_\_\_\_  
[Name]

Approved as to form:  
  
\_\_\_\_\_  
City Attorney

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibits:

- A Scope of Work
- B Compensation

## EXHIBIT A - Scope of Work

*[Scope should address 1) who does the work (i.e. names of personnel performing work), if this is important, 2) the work or tasks to be performed; and 3) deadlines for work, if any]*

## EXHIBIT B - Compensation

*[If billing rate sheet includes an escalator clause or states that rates are effective to a certain date –then amend Section 3 to include escalator language]*

## EXHIBIT A SCOPE OF SERVICES

### Scope of Services

Consultant (also referred to herein as “Qualified operator”) shall provide nonfaith-based, housing focused shelter services, including case management, meals, transportation, and laundry services to individuals experiencing or at risk of homelessness for up to 150 adults throughout the term of the agreement, at the shelter site located at 370 Arbor Avenue, Tracy, CA, 95304. Consultant will be responsible to oversee daily shelter operations of the shelter facility. In addition, Consultant will coordinate a range of on-site programs and services for residents in partnership with local and regional qualified operators. Consultant will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations.

The qualified operator(s) will be responsible for the daily management of the recuperative care program at the designated non-congregate shelter site, in accordance with the California Department of Health Care Services CalAIM Community Supports Policy Guide. While the qualified operator(s) will not serve as the CalAIM billing provider, it will ensure proper coordination, documentation, and quality oversight of the billable service components delivered on site as well as completing the claims billing required by the City’s contract with the Medi-Cal Managed Care Plans. The City will be responsible for the review and submission of the claims. The qualified operator(s) will be responsible for the daily delivery and management of the following Community Supports (CS) services, in alignment with the DCHS CS Policy Guide: housing navigation, housing deposit, tenancy and sustaining services, transitional rent, recuperative care and short-term post hospitalization housing. The qualified operator(s) will ensure accurate services documentation and claims coding for City review and submission. The qualified operator(s) will work with the City to address any claims error to support timely and compliant billing.

### Scope of Services Requirements

1. 24/7 site management, including staffing for operations, security, and property management. Oversees daily 24/7 facility operations and maintenance.
2. Ability to accommodate pets and establish a pet policy for the shelter site.
3. Development and implementation of site rules and procedures. Rules shall be based on preventing conduct that harms others’ health and safety and consider COVID-safe protocols.
4. Provide Site User Violations/Grievance Process and Procedures that includes:  
Notice with specific information explaining misconduct and how it violated site rules.  
Grievance process & meeting with site user; Reasonable Accommodation Process.  
Just-cause required; and Referral to appropriate service/shelter alternatives if resident must leave.
5. Outreach to and coordination with other qualified operators from the County, local non-profit providers, hospitals/clinics, and other organizations to facilitate connections to services provided by those entities. County services may include but are not limited to housing navigation, mental health services, crisis intervention and benefit navigation.
6. Coordination with the community to address issues that arise in nearby areas.
7. Coordination with City outreach team to provide cohesive transition from unsheltered locations to the shelter.

8. Coordination with other qualified onsite operator(s) from the County, local non-profit providers, hospitals/clinics, and other organizations to foster positive relationships and address potential issues collaboratively. This includes respecting each other's space and establishing clear communication channels for resolving concerns.
9. Provide a "Good Neighbor Policy" that includes:  
Notice with specific information detailing key elements of a Good Neighbor Policy between onsite providers that includes respecting boundaries, cleanliness and maintenance, communication and collaboration, conflict resolution, shared goals and resources, emergency procedures and establishing a clear process for addressing and resolving issues and escalating concerns.
10. Security to include the prohibition of narcotics, alcohol, weapons of any kind, and other potentially dangerous materials (such as propane cannisters, propane lighters, kerosene lanterns, etc.). Prescription medications must be inventoried. Narcotics and alcohol use is not permitted at the site. A Narcan policy must be established and implemented.
11. Intake of persons entering site in coordination with outreach team, including demographic information for HUD and HMIS reporting purposes.
12. Provide three meals daily to all shelter guests in a commercial kitchen setting. Ensure appropriate licenses and certifications are obtained from County agencies or subcontracted qualified operators to operate kitchen facilities and/or to handle food preparation and/or meal delivery.
13. Provide onsite volunteer coordinator to manage and organize client services and communications with outside qualified operators to schedule events and/or day services for clients at the shelter.
14. Day support services to include but are not limited to; substance use disorder education/support groups, mental health education/support groups, trauma education/support groups, resume building, domestic violence classes/support groups, AA/NA groups, celebrate recovery, workforce development, adult school/general education classes and life skills. All classes need be conducted by licensed professionals in their area of expertise. A weekly calendar will be provided to shelter guests and City staff.
15. Adoption of a City designated case management plan to ensure ongoing case management support at the shelter site. Qualified operator(s) will provide ongoing case management services on an individual basis to ensure residents receive the appropriate services and support. This includes life skills, workforce resources and educational support.
16. Housing navigation support to be imbedded into the shelter program. This shelter is a required Housing First model shelter program.
17. Provide reports of performance measurements and metrics of the shelter's daily activity and progress to the City as requested.
18. Transportation to other qualified operator appointments as needed.
19. The City will apply to the Cal Aim Initiative program as the qualified operator(s) with the incoming qualified operator(s) supporting as the implementor of the program once application is approved.
20. Participate in all San Joaquin Continuum of Care board meetings and applicable sub-committee meetings.
21. Keep up to date all client records on site and ensure that they are in accordance with all requests made by the City. City staff will conduct an initial file review within the first 90 days of operations and a mid-year file review to follow up on any issues found in the initial review. Ongoing file and site review will be conducted on a yearly basis with follow ups as needed.
22. The City will pursue funding opportunities and/or partnerships to support shelter operations with ongoing assistance from the qualified operator(s).
23. Knowledge of recuperative care, Behavioral health programs to support implementation of additional programs at shelter site is required.

24. The qualified operator(s) is required to adhere to DHCS CS policy guide.
25. Clinical model (including scope of care), on-site or coordinated medical support, and staffing qualified to manage recuperative needs.
26. Detailed model for housing assessments, placement, documentation support, and follow-up services, with dedicated trained staff.
27. Demonstrated capability to bill MCPs or public payers, including EDI setup, coding knowledge, and past billing success.
28. Readiness to bill Housing Navigation under Community Supports, including familiarity with MCP billing policies and documentation protocols.
29. MOUs or working relationships with hospitals, health plans, BH providers, CoC, and housing agencies.
30. Approach to serving BIPOC, LGBTQ+, justice-involved, and other vulnerable populations, including trauma-informed and inclusive practices.
31. Qualified operator(s) are required to respond to all requests and inquiries as outlined in the agreement, including regular, urgent and emergent needs related to the service provision.

The Qualified operator shall operate a year-round, nonfaith-based, temporary emergency shelter for up to 150 adults (Phase II, Phase III, and Phase IV of the project), providing shelter 365 days a year, 24 hours a day, 7 days a week. In addition, the qualified operator will coordinate a range of on-site programs and services for clients in partnership with local and regional qualified operators.

The Qualified operator will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations. **The City will cover the cost of occupancy and monthly utilities to include water, wastewater, solid waste disposal and recycling.**

Qualified operator(s) will be responsible for the City trash and electrical expenses.

The Qualified operator shall work and coordinate with City staff on all aspects of the design and specifications of the emergency shelter.

### **Repairs, Maintenance, Additions and Reconstruction**

Throughout the term of the Agreement, the Qualified operator will be required, at the Qualified operator's sole cost and expense, to keep and maintain the shelter and any and all improvements now or hereafter constructed and installed in the facility in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects including, but not limited to, the landscaping, hardscaping, plumbing systems, fluorescent ceiling-mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab elements of the facility and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance. If Qualified operator does not carry out its repair, maintenance, addition, and reconstruction obligations as set forth herein, the City may (without any obligation to do so) carry out said obligations on the Qualified operator's behalf. In such event, within five (5) days of the City's demand, Qualified operator shall pay the City the amount equal to the monies paid by the City in carrying out the Qualified operator's

obligations, with interest accruing at the maximum amount allowed pursuant to California law beginning on the sixth (6<sup>th</sup>) day after such demand until payment is made to the City.

### **Security**

The Qualified operator will ensure that adequate security measures and policies are incorporated into the emergency shelter's operation, including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, adequate lighting, law enforcement patrols, and neighborhood safety controls. Detailed security procedures and protocols will be included in the Operating Plan developed by the City of Tracy and the Qualified operator, as described further below.

At all times during the term of the agreement, at Qualified operator's sole cost and expense, will be required to:

- (a) Observe and comply in all material respects with all Laws now or hereafter made or issued respecting the facility and/or the improvements that are applicable to the Qualified operator.
- (b) The Qualified operator shall provide the City with the copies of all approvals, permits, and licenses within 14 days of a written request by the City.

In the event that Qualified operator does not carry out its security obligations, the City may hire a third party to carry out such obligations at the Qualified operator's sole cost and expense.

### **Building & Fire Safety Requirements**

In addition to the requirements contained in the California Building and Fire Codes, the Qualified operator shall:

1. Obtain the proper permits and fire certifications prior to occupancy.
2. Post emergency telephone numbers near each telephone including, but not limited to, '9-1-1' and poison control.
3. Provide a plan for power outages, earthquakes or other natural disasters.
4. Provide 2A:10BC fire extinguishers at a maximum spacing of 75 feet.
5. Not allow cooking inside the building.
6. Not allow smoking at any time within the buildings and auxiliary buildings, and not within 20 feet of main entrances, exits, and operable windows. Signage must be posted.
7. Post fire exit diagrams.
8. Post parking rules based on City of Tracy Municipal codes. Clients may only have one operable vehicle onsite at any given time of their shelter stay. If their vehicle becomes inoperable during their shelter stay, they will have a set time, based on their individual circumstance to fix their vehicle and or remove it from the site. Car registration must exhibit registration in the shelter clients name or cannot be stored on site.

### **Service Animals/Pets**

To protect the health and safety of guests, staff, and visitors, pets, livestock, and non-domesticated animals are prohibited from entering the emergency shelter site, with the exception of:

- Guide and hearing assisting dogs.
- Guests who would not seek shelter without their companion animal present. If an animal is granted access to the shelter, the security staff must be notified, and accommodations will be made.

In addition, all pets entering the shelter site must be up to date on their vaccinations and have completed spay/neuter prior to entry. Pet owner assumes all responsibility for their pet and their ongoing needs.

## **Operating Plan**

The qualified operator shall create a Management and Operations Plan, which must be approved by the City of Tracy in its sole and absolute discretion. The qualified operator's scope will include working with the City of Tracy to tailor the Management and Operations Plan to the planned operation of the emergency shelter. The qualified operator shall submit its policies and procedures to the City of Tracy for the shelter program including, but not limited to, all aspects of the shelter programs, management plan, staff responsibilities, staff coordination and policies and procedures. The qualified operator will cooperate with the City of Tracy to secure approval of these policies and procedures. This will include the qualified operator making any revisions to the policies and procedure documents as necessary to address requests by the City, County, or applicable government agency. This plan should include but is not limited to: taking appropriate action for medical/mental health emergencies of participants, the use of the Homeless Management Information System (HMIS) to track occupancy and adhere to all implementation guidelines developed under the County's Continuum of Care Program, and engaging with health care and social services agencies, local agencies and social services programs, and volunteers to assist with the shelter program. In addition, the City is requesting the qualified operator(s) provide a case management plan and provide steps to how the case management plan will be executed with shelter guests during their stay at the shelter site. This includes incorporating the day services and other supportive services into the plan. Operator will provide both the Management and Operations Plan and case management plan within 60 days of contract execution.

## **Staffing and Training**

The Qualified operator shall:

1. Ensure there are trained staff members during all hours of operation at the shelter. Staff must be 18 years of age or older.
2. Be required to create the following policies/procedures prior to contract execution:
  - First-aid.
  - Fire and emergency procedures, including the proper use of fire extinguishers and evacuation plan.
  - Client complaint and grievance procedures.
  - Narcan policy.
  - Non-discrimination policy.
  - Drug free workplace policy.
  - Sexual harassment policy.
  - Client confidentiality requirements.
  - Organization chart, including the appropriate lines of authority and communication.
  - Safety Plan to provide separate space and adequate supervision for clients during emergencies (ex: hepatitis, COVID -19).
  - Participate in HMIS data collection, data entry, and submission deadlines.
  - Ensure staff is oriented to the special needs of individuals who are homeless, experience mental health issues, substance abuse issues, or intimate partner/domestic violence issues.
  - Ensure staff has received mental health awareness and cultural, diversity/sensitivity training.

- Create a staffing plan that includes provisions to maintain safety and security in and around the perimeter of the shelter.
- Provide accessibility and accommodations for individuals with disabilities.
- Have a written policy of client responsibilities that is readily available to all clients.
- Acquire any required permits and approvals for the provision of the required services.
- Keep up to date all client records on site and ensure that they are in accordance with all requests made by the City.
- Ensure that the staff members complete all Managed Care Plan required training. The information is documented and made available upon request.

### **Operating Agreement**

In addition to the qualified operator's obligation to indemnify the City as set forth elsewhere in the Agreement, the qualified operator shall, to the maximum extent permitted by law, defend, and hold the City of Tracy harmless from and against any and all claims or damage to person or property relating to or arising in whole or in part, directly or indirectly, from the qualified operator's management and operation of the shelter and/or relating in any way to the shelter.

### **Low Barrier Access**

The shelter shall be considered a "low-barrier" facility for purposes of guest access, and any entry screening, barriers, or conditions to access shall be defined in the Operations and Management Plan, as such may be approved by the City and reasonably necessary to accomplish the purposes of this Agreement, or as may otherwise be ordered by a court of law, or required by a settlement agreement to which the City of Tracy is a party. Except as required to comply with applicable law or court order, the shelter shall not be a "no-barrier facility, and shall have, at a minimum, access or entry conditions for guests that are substantially similar to those utilized by the other emergency shelters or navigation centers, and screening for felony warrants or registration as a sex offender as may be included in the Operations and Management Plan. The Qualified operator is responsible to make all reasonable efforts to assist all eligible clients in securing enrollment into Social Security (SSI).

### **Reports**

Qualified operator shall submit reports monthly to the City of Tracy and, if requested by the City, to the San Joaquin County Continuum of Care. Data and due dates for the monthly reports will be items mutually agreed upon with the City. At least once per year, to be completed contemporaneously with the Annual Audit, the Parties shall cause a third-party to review and audit the day-to-day operational affairs of the shelter and prepare an Annual Report to be presented to the City of Tracy.

The Qualified operator(s) will be required to enter client level data in the San Joaquin County Homeless Management Information System (HMIS) for each client accessing the shelter. The HMIS is a database used by the San Joaquin County Continuum of Care (SJCoC) for the purpose of recording and storing client-level information on the characteristics and service needs of those experiencing homelessness.

The qualified operator(s) is also responsible for communicating with the Coordinated Entry Lead Agency which is San Joaquin County's local 211 for appropriate referrals once entered into the shelter. This includes having the individual complete a Vulnerability Index which assists providers in determining the individuals housing needs and available options.

To participate in the SJCoC, Contributing HMIS Organizations (CHOs) must have an Agency Partner Agreement and a Data Sharing Memorandum of Understanding with the SJCoC. For more information visit: [www.sanjoaquincoc.org](http://www.sanjoaquincoc.org)

## **Agreement Provisions Between City of Tracy and Subcontracted Qualified operator(s)**

### **1. Scope of Services**

The subcontracted qualified operator(s) agrees to deliver the following Community Supports services, consistent with the definitions, standards, and requirements outlined in the **DHCS Community Supports Policy Guide** (latest version):

- Housing Navigation Services
- Housing Deposits
- Housing Tenancy and Sustaining Services
- Medical Recuperative Care (Medical Respite)
- Transitional Rent
- Short-Term Post-Hospitalization Housing

### **2. Compliance with DHCS Policy Requirements**

The subcontracted qualified operator(s) shall comply with all applicable DHCS guidelines, service standards, and documentation requirements as set forth in the **DHCS Community Supports Policy Guide** and any applicable Managed Care Plan (MCP) policies. This includes, but is not limited to, eligibility verification, service delivery documentation, care coordination, and reporting requirements.

### **3. Coordination and Communication**

The subcontracted qualified operator(s) shall participate in care coordination activities as required by the primary CS qualified operator(s) and the MCP. This includes timely sharing of assessments, service plans, progress updates, and participation in multidisciplinary case conferences when appropriate.

### **4. Billing and Claims Submission**

The subcontracted qualified operator(s) agrees to submit claims and encounter data in accordance with the billing guidelines specified by the contracted CS qualified operator(s) and in compliance with MCP and DHCS requirements. The subqualified operator(s) must maintain accurate service records to support all claims.

### **5. Quality Assurance and Monitoring**

The subcontracted qualified operator(s) will participate in quality monitoring activities, including site visits, record reviews, and performance evaluations conducted by the contracted CS operator(s). The subqualified operator(s) must implement corrective actions as needed to address any identified deficiencies.

### **6. Data Privacy and Confidentiality**

The subcontracted qualified operator(s) shall comply with all federal, state, and local laws regarding the confidentiality and security of client information, including but not limited to HIPAA, 42 CFR Part 2 (if applicable), and DHCS requirements.

7. **Non-Duplication of Services**

The subcontracted qualified operator(s) shall ensure that services provided under this agreement do not duplicate or supplant services funded by other programs, in accordance with DHCS guidance.

8. **Subqualified operator(s) Qualifications**

The subcontracted qualified operator(s) must meet all staffing qualifications and training requirements as outlined in the **DHCS Community Supports Policy Guide**, including cultural competence and trauma-informed care standards.

9. **Term and Termination**

This agreement shall remain in effect for the duration specified herein unless terminated earlier by either party with written notice, subject to the terms of the contract. Termination provisions shall ensure continuity of care for active clients.

10. **Reference Documents**

This agreement incorporates by reference the **DHCS Community Supports Policy Guide** and any applicable MCP guidelines. Both parties agree to adhere to all applicable updates to these documents.

EXHIBIT B  
SAMPLE MANAGEMENT, OPERATIONS AND PUBLIC SAFETY PLAN

Sample reference:

[City of Santa Ana Management and Operations Plan](#)

[Lead Me Home Monterey and San Benito County Continuum Of Care Operational Standards For Emergency Shelters](#)

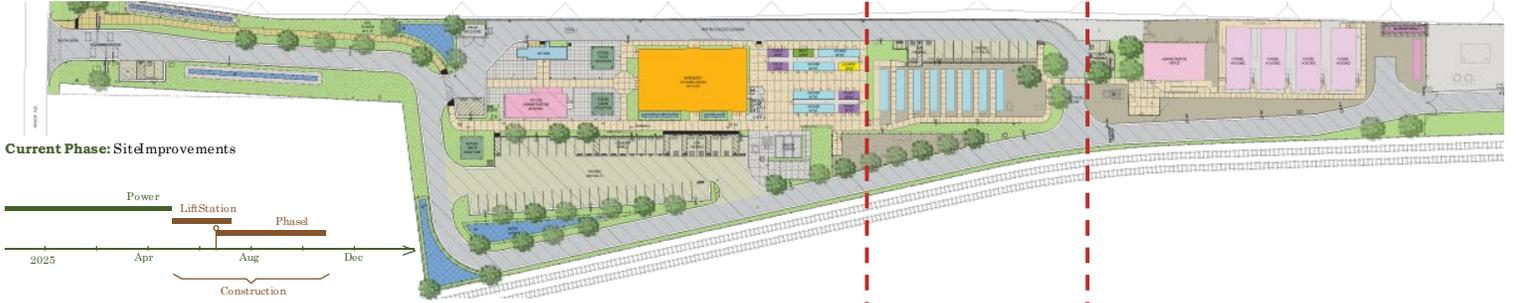
# EXHIBIT C – TEMPORARY EMERGENCY HOUSING FACILITY SITE PLAN

CITY OF TRACY  
TEMPORARY EMERGENCY HOUSING PROJECT  
370 W Arbor Ave, Tracy, CA



Date: May 21, 2025

Phasing Bed Capacity



<p><b>PHASE I &amp; II</b> Site Improvements Congregate Housing &amp; Administrative Offices</p>	<p><b>PHASE IV</b> Shipping Container Dorms (Single Person Rooms)</p>	<p><b>PHASE III</b> Expansion with Individual Modular Units</p>
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**~70 BEDS**

**~39 BEDS**

**~48 BEDS**

Phase 1 will provide a Sprung Structure with temporary bed space for up to 70 individuals along with access to restrooms, showers and a laundry room facility. This construction project was completed over multiple phases, which included Site Preparation (preparation of earthwork, demolition of existing infrastructure and placement of major utilities), Power Installation (providing permanent electrical switchboards and site power to replace temporary generator power), Lift Station Installation (providing onsite sanitary sewer lift station to serve Sprung Structure and restrooms), and Site Improvements (the overall construction project providing additional site utilities, fencing, pavement surfaces and complete facilities). Construction on Site Improvements began in November 2024 and is set to be completed by December 2025. A modular administration building will be provided for additional case management and administrative office space after the main construction project is completed.

Phase 4 of the Temporary Emergency Housing Facility includes eight shipping container dormitory units that can accommodate up to 39 additional individuals.

Additional restroom and shower space will be included adjacent to the Phase 2 restrooms and showers.

Phase 3 of the project provides four modular dormitory units, providing space for up to 48 individuals.

An additional modular administration structure will be located adjacent to modular dormitories and allow a base for City and shelter operations.

For more information on the Temporary Emergency Housing Project and the City of Tracy's homeless initiative, visit [www.cityoftracy.org](http://www.cityoftracy.org)