



## MEMORANDUM OF AGREEMENT

### Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) and City of [INSERT CITY NAME] (City). The parties to this agreement may be referred to herein collectively as the “parties” or individually as a “party”.

### Recitals

WHEREAS, the City seeks to expand shelter bed capacity in the City of [INSERT CITY NAME] for persons experiencing homelessness in and from the City of [INSERT CITY NAME], to mitigate public health and safety concerns for persons living unsheltered; and

WHEREAS, HHSA provides behavioral health and social services for persons experiencing homelessness; and

WHEREAS, the City and the County have a mutual desire to identify a location at which to site a and operate a homelessness shelter; and

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree to negotiate in good faith for the creation and operation of the homeless shelter with the following as the terms for negotiation:

#### 1. **Administration of Agreement:**

- 1.1. Each party identifies the following individual to serve as the authorized administrative representative for that party.

|                                                                                                                                                                                                                                                                                                                        |                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b><u>HHSA</u></b><br><br><b><u>HSEC</u></b><br><br><b>Barbara Jiménez</b><br><b>Community Operations Officer</b><br>Health and Human Services Agency<br>1255 Imperial Ave, Suite 864<br>San Diego, CA 92101<br>(619) 338-2722<br><a href="mailto:Barbara.Jimenez@sdcounty.ca.gov">Barbara.Jimenez@sdcounty.ca.gov</a> | <b><u>City Rep</u></b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|

- 1.2. A party may change its administrative representative by notifying the other party in writing.



- 1.3. Each party shall fund the activities required of it under Section 2 of this MOA and shall not seek or rely on funding from the other party to provide those services or undertake those actions.

## **2. Each Party's Responsibilities:**

### **2.1. County shall:**

- 2.1.1 Provide customary and typical Behavioral Health Services (BHS) continuum of care services.
- 2.1.2 Provide customary and typical County Public Health education and relevant communicable disease screening tools to the shelter operator.
- 2.1.3 Provide one Human Services Specialist (HSS) to provide services at the shelter and who will assist individuals obtain HHSA-administered benefits and self-sufficiency resources including, CalWORKs, General Relief, Cal Fresh, Medi-Cal, and Cash Assistance Program for Immigrants (CAPI). The agreement administrators will agree to a schedule for this individual based upon the specific needs of the shelter location and the individuals using its services.

### **2.2 City of [INSERT CITY NAME] shall:**

- 2.2.1 Operate and make available a shelter that shall remain open at all times (including nights, weekends and holidays) and operate the shelter, including providing or causing to be provided staff, three meals (minimally) per day, security, hygiene, storage for resident use, and facility cleaning, and general facility operations and maintenance.
- 2.2.2 Provide residents with on-site access to showers, restrooms, and laundry.
- 2.2.3 Provide customary and typical referral, intake, and services coordination.
- 2.2.4 Provide all needed housing focused case management to assist residence in obtaining longer term or permanent housing.
- 2.2.5 Provide customary and typical resident transportation resources.
- 2.2.6 If applicable to the shelter, install fire sprinklers, HVAC, and other critical infrastructure.
- 2.2.7 Provide ongoing shelter maintenance and operations, including, but not limited to critical infrastructure, repairs, fire sprinklers, and of HVAC.
- 2.2.8 Relocate individuals still occupying the shelter when the MOA expires to alternative sites or provide such individuals with placement in other housing options.

### **2.3 Both Parties shall:**

- 2.3.1 Negotiate and execute in good faith any subsequent agreements reasonably necessary to accomplish the objectives set forth in this MOA.
- 2.3.2 Work collaboratively to remove barriers to housing for persons experiencing homelessness who are residents of shelter.
- 2.3.3 Share non-program and non-confidential customer information for purposes of services coordination.
- 2.3.4 Track and share aggregate data on customer participation in this joint effort and outcomes for purposes of services improvement and trends analysis when



requested, including using the Homeless Management Information System (HMIS) in accordance with the Community Standards adopted by the Regional Continuum of Care.

- 2.3.5 Engage appropriate stakeholders and work collaboratively on community engagement, including persons with lived experience.
  - 2.3.6 Execute customary Data Sharing Agreements if individual level data is requested to be shared.
  - 2.3.7 Cooperate in good faith to obtain required local or state land use approvals necessary to effectuate the terms of this MOA.
  - 2.3.8 Collaborate in good faith for all relevant public engagement and public and media communications
- 3 **Insurance:** Each Party must obtain at its own cost and expense and keep in force and effect during the term of this Agreement, including all policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liabilities of such Party hereunder. The applicable minimum policy limits shall in no way limit each Party's indemnification obligations.
  - 4 **Indemnity:** The City and the County will agree to indemnify each other from any claim, action, or proceeding against the other party arising solely out of the indemnifying party's actions or omissions in the performance of this Agreement. The City will further agree to defend itself, and the County will agree to defend itself, from any claim, action, or proceeding arising out of the concurrent acts or omissions of the County and the City. In such cases, the County and the City agree to retain their own legal counsel and bear their own defense costs. Notwithstanding the foregoing sentence, where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the County and the City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.
  - 5 **Retention of Discretion:** The Parties shall comply with all applicable requirements under the California Environmental Quality Act (CEQA) prior to effectuating the terms of this MOA. Nothing in this MOA is intended to constitute an action that would foreclose the County or the City from considering any alternatives or mitigation measures identified through any documents required by CEQA or from making any findings required by CEQA. Nothing in this MOA is intended to limit or prohibit the County or the City from taking any action necessary to comply fully with its legal obligations under CEQA prior to effectuating the terms of this MOA.
  - 6 **Conformance with Rules and Regulations:** Both Parties shall act in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All Parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
  - 7 **Permits and Licenses:** Both Parties certify that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals,



permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

- 8 **Governing Law:** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 9 **Third Party Beneficiaries Excluded:** This Agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 10 **Amendments to Agreement:** Either Party may propose amendments to this Agreement by providing written notice of such amendments to the other Party. This Agreement may only be amended by a written amendment signed by both Parties.
- 11 **Severability:** If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the maximum extent permitted by law.
- 12 **Full Agreement:** This Agreement represents the full and entire agreement between the Parties and supersedes any prior written or oral agreements that may have existed.
- 13 **Scope of Agreement:** This Agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the Parties, except that the Parties may by written amendment amend the scope of this Agreement.
- 14 **Information Privacy and Security Provisions:** Both Parties agree to maintain the confidentiality of any information from County or [partner name] records that County or [partner name], clients, employees or agents may have contact within the context of providing services under this Agreement that is privileged or confidential under applicable federal, State, County, and local laws, rules and regulations, current and hereinafter enacted. Each Party to this Agreement is subject to its own confidentiality statutes, regulations, rules, or policies and procedures, and agrees to keep all client information confidential and comply with all applicable statutory and administrative requirements governing the confidentiality of client information served by parties under this Agreement, including but are not limited to: 45 CFR Parts 160 and 164, 45 CFR 205.50; W&I Code sections 10850 & 14100.2; 22 CCR section 51009; and Health Insurance Portability and Accountability Act of 1996 (HIPAA). Each Party hereby acknowledges adherence to its own applicable confidentiality provisions in law and policy. Except where otherwise permitted by law, all notes, records, discussions or any other document, in whatever format, paper or electronic are considered confidential and no records or information shall be disclosed



among parties prior to the receipt of the completed and signed consent form from the individual who is the subject. Each party to this Agreement understands and acknowledges that there may be some case information that may not be legally disclosed outside an individual member agency, even with a valid consent from the individual client. Release of Information obtained under this Agreement is solely for the purpose stated in this Agreement.

- 15 **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners and contractors inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life. Information about the *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:
- [http://www.sdcountry.ca.gov/hhsa/programs/sd/live\\_well\\_san\\_diego/index.html](http://www.sdcountry.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html)
  - <http://www.LiveWellSD.org>

- 16 **A Trauma-Informed System:** The County of San Diego HHSA are committed to becoming a Trauma-Informed System as part of their efforts to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, contractors, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency. Trauma-Informed Principles include:
- Understanding trauma and its impact to individuals.
  - Promoting safety.
  - Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
  - Supporting consumer empowerment, control, choice, and independence.
  - Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures).
  - Demonstrating trustworthiness and transparency.
  - Integrating services along the continuum of care.
  - Believing that establishing safe, authentic, and positive relationships can be healing.
  - Understanding that wellness is possible for everyone.

- 17 **Term:** This Agreement shall become effective on the date all Parties have signed this Agreement and be in force for one year with two, one-year options.
- 18 **Termination for Convenience:** Either Party may, by written notice to the other Party stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time.



- 19 **Counterparts:** This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

*Remainder of this page is intentionally left blank.*



**County of San Diego**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
NICK MACCHIONE, FACHE  
Agency Director  
Health and Human Services Agency

**[Partner name]**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
POC Name  
POC Title  
[partner name]  
[partner name]

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
POC Name  
POC Title  
[partner name]  
[partner name]

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
POC Name  
POC Title  
[partner name]  
[partner name]

