

**REVENUE AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA
AND THE CITY OF SANTA CLARA 2022 - 2024**

This Revenue Agreement (the "Agreement"), dated, as of July 1, 2022, (the "Effective Date") is entered into by and between the County of Santa Clara (the "County"), acting by and through the Office of Supportive Housing (OSH) and the City of Santa Clara (the "City"), acting by and through the City's Community Services Department, (individually, a "Party" and, collectively, the "Parties") in order to provide funding for and establish roles, rights, and responsibilities related to Permanent Supportive Housing (PSH) for chronically homeless individuals and families and Homelessness Prevention (HP) for families, (individually PSH or HP and, collectively "Programs").

RECITALS

- A. WHEREAS, reducing homelessness and meeting the housing needs of individuals who are high utilizers of services is a priority for the County and is aligned with the Community Plan to End Homelessness;
- B. WHEREAS, the County established the Care Coordination Project (CCP) to coordinate, prioritize and deliver permanent supportive housing to Santa Clara County's most chronically homeless individuals and families;
- C. WHEREAS, the City seeks to prioritize permanent supportive housing for chronically homeless individuals who are significantly impacting the City's neighborhoods and;
- D. WHEREAS, the City and the County agree to establish a PSH program for approximately unduplicated 20 chronically homeless individuals or families; and HP program that will serve approximately 20 unduplicated clients; and,
- E. WHEREAS, the City seeks to leverage County resources and expertise in managing supportive housing programs by allowing the County to manage the Programs;
- F. WHEREAS, the County and City entered into a prior agreement on July 1, 2020 to partner on a PSH program for chronically homeless individuals and families. This agreement, which was extended through June 30, 2022, is no longer in effect. The Parties wish to continue their relationship by entering into this Agreement;
- G. WHEREAS, the City seeks to provide individuals and families who are at imminent risk of becoming homeless with financial assistance in order to prevent homelessness;

H. WHEREAS, the City set aside \$250,000 over two years to fund intensive case management and other supportive services (the "Services") that homeless individuals will need in order to obtain and maintain permanent housing and funding of \$100,000 for the Homelessness Prevention program;

In consideration of the foregoing Recitals, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

I. TERM

This Agreement is effective as of July 1, 2022, and will continue thereafter until June 30, 2024 unless extended by mutual consent or terminated as provided below in Section V.

II. ROLES AND RESPONSIBILITIES

A. The Parties shall each designate a Program Manager to implement the terms of this Agreement and ensure successful implementation of the Programs. The City hereby designates the Director of Community Development or his/her designee. The County hereby designates the Director of Office of Supportive Housing as Program Manager for the County.

B. The City shall reimburse the County for expenses associated with the Programs' Services in an amount not to exceed \$125,000 per fiscal year for PSH, which will serve approximately 20 unduplicated Program clients, and an amount not to exceed \$100,000 for the HP program, which will serve approximately 20 unduplicated clients.

C. The Programs and Scope of Work are defined in Exhibits A and B to this Agreement; and the Fee Schedule is provided in Exhibit C to this Agreement.

D. The City's Program Manager shall:

1. Serve as the liaison to the City's departments, Council, and community groups;
2. Participate on the committee that will evaluate proposals to provide intensive case management and other support services for PSH and similar programs;
3. Participate in the PSH and HP program management meetings, which will be held as needed;
4. Actively assist the development, management, and refinement of the PSH and HP programs to ensure that the Programs meet their goals;
5. Review and process all invoices from the County.

6. The City is in a collaborative partnership with the County whereas the Continuum of Care (CoC) Recommendations for Homeless Housing Contracts will be added into any City contracts when directly funding homeless programs. See Exhibit D
- E. The County shall provide or subcontract for the Programs' Services. To the maximum extent practicable, the County shall leverage Medi-Cal to offset City-funded Services or to expand Services.
 - F. The County's Program Manager shall:
 1. Serve as the liaison to County departments;
 2. Plan and lead Programs management meetings, which will be held as needed;
 3. Lead in the development, management, and refinement of the Programs to ensure that the Programs meet their goals;
 4. Review and submit all invoices from the County.
 - G. The Parties shall work collaboratively to:
 1. Establish the Programs' referral criteria and procedures;
 2. Establish the Programs' success and outcome measures;
 3. Identify ways and resources that would enable the Programs to more effectively use County-funded rental subsidies, provide interim housing, or provide other support services.
 - H. The Parties shall jointly convene coordinating meetings with appropriate community-based organizations and stakeholders to ensure the Programs' success. Meetings will be held monthly or as needed until the Programs reach full capacity.
 - I. The Parties shall establish regular meetings at which to discuss the performance and progress of the Programs' contractor(s). When appropriate, the Parties will jointly develop corrective actions to be implemented by the PSH or HP program's contractor(s).
 - J. The Parties shall jointly monitor the Programs' expenses and outcomes. Based on the availability of the City's funds in future years and the Programs' outcomes, the Parties will determine whether to continue, expand, contract, or terminate the PSH or HP programs at the end of the Term.

IV. MUTUAL INDEMNIFICATION

Each Party agrees to indemnify, defend and hold harmless the other Party from any claim, liability, or loss resulting from the willful, wrongful, or negligent act or omission of the indemnifying Party, its members, officers, directors, trustees, agents or employees for its or their performance or failure to perform the provisions of this Agreement. Each Party shall notify the other Party, in writing, of any claim of injury or damage related to activities performed pursuant to this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either Party to disclose any documents, records, or communications which are protected under the attorney-client privilege or the attorney work product privilege. The provisions of this section shall survive the termination of this Agreement.

V. TERMINATION

Either Party may terminate this Agreement at any time for convenience and without cause, upon providing a ninety-day (90) notice to the other Party at the addresses set forth in section XIII below. The notice shall state the effective date of the termination.

Either Party may terminate this Agreement at any time for cause, upon providing a thirty-day (30) notice to the other Party at the addresses set forth in Section XIII below. The notice shall state the effective date of the termination.

VI. ASSIGNMENT

The expertise and experience of the County is a material consideration for this Agreement. The County shall not assign or transfer the performance of this Agreement to another entity without the prior written consent of the City. Any attempt by the County to assign its performance of its duties or obligations arising under this Agreement, and any attempt by the City to assign the performance of its duties or obligations arising under this Agreement shall be deemed void.

VII. ASSURANCE

Each Party represents and warrants that it has the authority to enter into this Agreement.

VIII. RELATIONSHIP

Nothing contained in this Agreement shall be deemed or construed by the Parties or any third party to create the relationship of partners or joint ventures between the City and the County.

IX. CONFIDENTIALITY

The Parties agree that by virtue of entering into this Agreement they each will have access to certain confidential information regarding the other Party's operations. Each of the Parties shall not disclose confidential information and/or materials without the prior written consent of the other Party, unless such disclosures are required by California law. Where appropriate, resident releases will be secured before confidential resident information is exchanged.

X. ENTIRE AGREEMENT

This instrument contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party or the designated agent of either Party that are not contained in this Agreement shall be valid or binding.

XI. MODIFICATION

This Agreement may not be enlarged, modified, or altered, except if it is evidenced in writing, signed by the Parties and endorsed to this Agreement.

XII. INSURANCE

Each Party shall, at its own expense, keep in force during the Term, Workers' Compensation Insurance, insuring against and satisfying each Party's obligations and liabilities under the workers' compensation laws of the State of California, including employer's liability insurance in the limits required by the laws of the State of California.

XIII. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

XIV. NOTICES

Notices to the Parties in connection with this Agreement shall be given personally or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties as follows:

COUNTY OF SANTA CLARA

Ky Le
Director of Office of Supportive Housing
2310 N. First Street, Suite 201
San Jose, CA 95131

THE CITY OF SANTA CLARA

Andrew Crabtree
Director of Community Development
1500 Warburton Avenue
Santa Clara, CA 95050

Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated on the date of delivery.

XV. AMENDMENTS

This Agreement may be amended only by a written instrument signed by the Parties.

XVI. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be provided, in writing, and shall apply to the specific instance expressly stated.

XVII. GOVERNING LAW and VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

XVIII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

XIX. NON-DISCRIMINATION

Each Party shall comply with all applicable Federal, State, and local laws and regulations, including the County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act of 1973 (Government Code sections 12900 et seq.); an California Labor Code Sections 1101 and 1102. Each Party shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall a Party discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

XX. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

XXI. THIRD PARTY BENEFICIARIES

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be entered into as of the day and year of execution of this Agreement.

COUNTY OF SANTA CLARA

CITY OF SANTA CLARA

Cindy Chavez, President
Board of Supervisors

Office of the City Manager

Date: _____

Date: _____

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors:

APPROVED AS TO FORM AND LEGALITY

ATTEST

Office of the City Attorney

Date: _____

Megan Doyle
Clerk of the Board of Supervisors
Date: _____

APPROVED AS TO FORM AND LEGALITY

Tony LoPresti
Assistant County Counsel

Date: _____

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
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EXHIBIT A 2022 - 2024

Description of PSH Program

City staff has prepared a two-year funding agreement with the County of Santa Clara through the Behavioral Health Services Department (County) to provide funding in the amount of \$250,000 (\$125,000 in each year) for the provision of case management services to the chronically homeless in the City of Santa Clara through the Care Coordination Project (CCP). CCP is in operation under the leadership of the County, Office of Supportive Housing, in partnership with public and private agencies, charged with coordinating the care of the County's most vulnerable and long-term homeless residents.

The County shall provide housing subsidies to 20 individuals or households who are expected to be served through the City-funded intensive case management. The housing subsidies are "permanent" which means that they do not expire unless the participants no longer meet the program eligibility qualifications. Based upon current usage in similar County programs, the estimate of housing subsidy per year for 20 housing units is approximately \$470,000.

The City of Santa Clara Police Department (SCPD) Community Response Team maintains a list of homeless and chronic homeless street people considered to be the City's most vulnerable to incidences of both personal and public safety. The City is enlisting the services of Contractor (County) to begin working with 20 of the homeless and chronically homeless individuals identified and referred by the SCPD Community Response Team for inclusion in the Care Coordination Project (CCP).

Contractor shall use the funds as follows:

Intensive Case Manager

Contractor will subcontract with a CCP partner organization, a qualified 501 (c) (3) nonprofit corporations ("Subcontractor"), to pay for the salary and related cost of one Intensive Case Manager (ICM). The ICM will work with 20 individuals to help them secure and maintain housing and reduce their dependency on the public safety net. The contracted ICM will be an integral part of the CCP.

The CCP consists of the County as a Project Lead and multiple ICMs charged with coordinating the care of the county's most vulnerable and long-term homeless residents. Through agreements with public and private agencies, the CCP brings together all of the services and benefits that its clients need to obtain and maintain housing including drug and alcohol rehabilitation, mental health assistance, and government benefits. While CCP Lead

will provide the planning and coordination necessary to secure services for the clients, the ICM will work with the clients on an individual basis to identify and address their needs, and ultimately assist them in obtaining and maintaining housing.

The ICM will maintain active caseloads for the 20 unhoused or newly housed (less than 24 months in housing) clients. The ICM will utilize Standard Coordination Assessment Tools, used by the CCP, to measure their client's progress towards stability and self-sufficiency. The ICM is expected to be on-call in case of emergency 24/7.

Performance Measures & Units of Service

Proposed total number of unduplicated participants (homeless individuals) to be served: For purposes of this Agreement, an unduplicated participant shall be defined as a participant who received services at least once a year but whom may not be counted more than once in that year. Contractor shall retain records documenting eligibility. Such records shall include family size, total household income, gender head of household, race, ethnicity, and disability data.

Beginning the effective date of this Service Agreement, Contractor shall contact and provide assistance and housing to a total of 20 unduplicated participants for the term of this Service Agreement. The maximum number of clients per ICM is 20, therefore the maximum number of clients served is 20. ICMs will continue to provide on-going case management to clients after the client is placed in permanent supportive housing. Contractor is responsible for securing the financing and the residential unit that is necessary to house the participants.

Throughout the term of this Service Agreement, Contractor shall provide the following services to participants:

Activity 1: Make contact with unduplicated participant to establish rapport and continue making contact to create a trusted relationship.

Activity 2: House the unduplicated participant within 100 days of initial contact by ICM.

Activity 3: Conduct individualized case management sessions with each unduplicated participant (daily or weekly face to face meeting as determined necessary).

Quarterly performance (QP) measurements to be reported in a format of Contractor's discretion shall include:

- | | |
|-------------------|---|
| QP measurement 1: | The number of unduplicated participants contacted; |
| QP measurement 2: | The number of participants placed in housing and the number not housed; |
| QP measurement 3: | The number of participants that have rescinded their housing or participation in CCP. |

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EXHIBIT B 2022 - 2024

Description of HP Program

Homeless Prevention Program

A two-year funding agreement with the County of Santa Clara (County) through the Office of Supportive Housing (OSH) has been prepared to provide funding in the amount of \$100,000 to provide eligible households with emergency financial assistance in order to prevent homelessness.

1) **Service Description and Expected Outcome**

a) Financial Assistance and Homelessness Prevention

- i) Provide eligible households with emergency financial assistance in order to prevent homelessness. Eligible households are individuals or families that:
 - (1) Are at imminent risk of becoming homeless and have income at or below 80% of Area Median Income and
 - (2) Have sufficient household income to maintain housing after receiving emergency assistance and
 - (3) Have a qualifying HPAT score and
 - (4) Other criteria may be added to the Service Description and Expected Outcome to meet Program's objectives. Amendments can be made via email and/or memorandum and become immediately effective after receiving the Office of Supportive Housing's Program Manager's approval.
- ii) Provide emergency financial assistance such as rent, security deposits, food, work-related transportation, medical, utilities to eligible clients.
- iii) Refer all clients to mainstream programs administered or offered by County departments including Office of Supportive Housing (OSH), Behavioral Health Services Department (BHSD) and Department of Employment and Benefits Services (DEBS).

2) **Deliverables, Milestones, Timeline for Performance**

- a) Contractor shall provide quarterly progress report including program expenditures (actual v. planned), number of clients served, types of service and referrals.
- b) Contractor shall participate in any programmatic and/or financial audit as requested.

3) Performance Standard

Contractor shall:

- a) Use HMIS intake form and record all services in Clarity's HMIS within one (1) working day.
- b) Review, determine, and notify client of their eligibility for emergency financial assistance, and provide funding (if eligible) within 2 working days from the date of application.
- c) Provide emergency financial assistance to at least 20 households.
- d) Demonstrate that at least 85% of the emergency financial assistance recipients retain housing after six, twelve and twenty-four months. Housing retention data will be recorded in HMIS no later than 07/01/2023.
- e) Attend meetings with OSH to review client progress, address program issues and make recommendations.
- f) Refer all eligible clients to other services beyond emergency financial assistance services.

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EXHIBIT C 2022 - 2024

FEE SCHEDULE

City agrees to reimburse Contractor for the expenses incurred as set forth in this Agreement, but in no event shall the amount billed to City by Contractor for services under this Agreement exceed Three Hundred Fifty Thousand dollars (\$350,000.00) based on a funding appropriation of Two Hundred Fifty Thousand dollars (\$250,000) for the Santa Clara PSH Program (One Hundred Twenty Five Thousand dollars (\$125,000) annually) and one time funding of One Hundred Thousand Dollars (\$100,000) for the Homeless Prevention Program, subject to budget appropriations. Such sum shall be expended and paid by City to Contractor on a reimbursement basis for expenses actually incurred and paid by Contractor during the term of this Agreement for the performance measures appearing in Exhibit A and B.

1. Payments to Contractor shall be made within 30 days of:
 - a. receipt by City of statement in a form approved by City specifying in detail the costs incurred by and paid by Contractor during the month for which payment is requested, and
 - b. documents evidencing these costs, including but not limited to, paid invoices.
2. The determination by City, in its sole discretion, that expenses for which Contractor seeks reimbursement can properly be paid under this Agreement and such statement(s) and supporting documents reasonably evidencing that the expenses have been incurred and paid by Contractor. In making such determination, City may, but need not, rely upon the certification by Contractor that the items appearing on said statement and supporting documents are eligible items for reimbursement under this Agreement. Such determination by City shall in no way constitute a waiver by City of its right to recover from Contractor the amount of money paid to Contractor on any item which is not eligible for payment under this Agreement.

Expenses eligible for reimbursement shall mean those expenses which are necessary to meet, in part, the housing needs of the very low-, low-, and moderate-income households of the City of Santa Clara within the County of Santa Clara.

Method of Payment based on an Annual Budget of \$125,000 for the Santa Clara PSH Program:

Service	Total Cost
Intensive Case Manager (ICM) salary and benefits	\$80,000
Operation Costs	\$35,000
Client Contingency Funds*	\$10,000

*Client contingency funds can be used for essential needs such as food, identification, transportation, health care, etc.

Method of Payment based on a One-Time Budget of \$100,000 for the Homeless Prevention program:

The City shall reimburse the County for emergency financial aid (defined as actual emergency Financial Aid disbursement) that it provides to City of Santa Clara residents, not to exceed \$100,000 for the following costs:

- 1.. Emergency Financial aid is defined as: actual emergency Financial Aid disbursement. Documentation of client's eligibility and record of financial aid payment is required.
2. Administrative Overheard is defined as: 10% of quarterly expenses associated with 1. above, up to the maximum amount budget.

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EXHIBIT D 2022 - 2024

SANTA CLARA COUNTY CONTINUUM OF CARE

RECOMMENDATIONS FOR HOMELESS HOUSING CONTRACTS

Santa Clara County Continuum of Care (CoC) Participation

As a provider of housing and/or services for persons experiencing or at risk of homelessness, [AGENCY] agrees to participate as an active member in the CoC and abide by the CoC's Quality Assurance Standards. In particular, [AGENCY] shall:

- (a) Send representative(s) to CoC Membership meetings, including semi-annual General Membership meetings and relevant CoC Workgroups.
- (b) Subscribe to and participate in the CoC's email listservs applicable to [AGENCY].
- (c) Participate in Santa Clara County's Homeless Management Information System (HMIS), including and not limited to promptly and accurately entering data into HMIS consistent with HUD and County standards for program type and funding source and including the following elements:
 - (i) Workflow,
 - (ii) Housing Inventory.
 - (1.1) [AGENCY] shall report changes in housing inventory capacity to the HMIS System Administrator and County of Santa Clara Office of Supportive Housing.
- (d) Ensure all programs and services that receive funds by and through this [AGREEMENT] participate in the Santa Clara County Coordinated Entry System (CES) if CES is available for the program or service type, including:
 - (i) All Permanent Supportive Housing (PSH), Rapid Rehousing (RRH) - including Tenant Based Rental Assistance (TBRA) programs operating like RRH - and Homeless Prevention (HP) vacancies shall be filled through the CES;
 - (ii) Specific parameters for eligibility or preference may be aligned with program funding requirements where applicable; and
 - (iii) Compliance with written CES Policies and Procedures.
- (e) Employ the CES standard assessment tool (currently the VI-SPDAT) for all programs serving as a CES access point, promptly enter resulting scores into HMIS (or the equivalent confidential system for victim service providers), and otherwise conduct assessments according to CES Policies and Procedures.

(f) Achieve outcomes consistent with or exceeding the community benchmarks that shall be established by the CoC's Performance Management Work Group for the program type, including but not limited to:

- (i) Percentage of exits to permanent housing destinations.
- (ii) Percentage of adults increasing non-employment income from program entry to program exit,
- (iii) Percentage of adults increasing total cash income from program entry to program exit,
- (iv) Percentage of housed individuals (including children) enrolled in health insurance, and
- (v) Maximum percentage of individuals that return to homelessness after exiting the program to a permanent housing destination

(g) Ensure all programs that receive funds by and through this [AGREEMENT] expressly provide in written policies that applicants for assistance are not screened out based on the following criteria:

- (i) Having too little or no income;
- (ii) Active, or history of, substance use or a substance use disorder;
- (iii) Having a criminal record (**with** exceptions for state-mandated restrictions); and
- (iv) History of domestic violence (e.g., lack of a protective order, period of separation from abuser, or law enforcement involvement).

(h) Ensure all programs that receive funds by and through this [AGREEMENT] expressly provide in written policies that participants are not terminated from the program for the following reasons:

- (i) Failure to participate in supportive services,
- (ii) Failure *to* make progress on a service plan,
- (iii) Loss of income or failure to improve income,
- (iv) Being a victim of domestic violence, and
- (v) Any other activity not covered in a lease agreement typically found in the project's geographic area.

(i) Comply with all other relevant provisions of the CoC's Quality Assurance Standards that apply to [AGENCY] or its programs.

- (i)
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