

FIRST AMENDMENT TO THE REVENUE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND THE CITY OF SANTA CLARA

This is the First Amendment to the Revenue Agreement Between the County of Santa Clara and the City of Santa Clara, dated, as of July 1, 2017, (the "Effective Date") between the County of Santa Clara ("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 Development Department, (individually, a "Party" and collectively "Parties") in order to establish roles, rights and responsibilities related to the Santa Clara Intensive Case Management program for chronically homeless individuals and families ("Program").

The parties agree that the Agreement shall be amended as follows:

1. Revise Section **XIX Non-Discrimination** to read:

XIX) Compliance with All Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention

- a) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- b) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- c) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

21 DEC 24 PM 2:40

- d) Definitions: For purposes of this Subsection H, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.
- e) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subsequent subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

2. Exhibit A1, “Scope of Services” of the original agreement is hereby amended by adding Exhibit A3, attached hereto and incorporated herein
3. Exhibit B2 “Fee Schedule” of the First Amendment is hereby amended by adding Exhibit B3 2017-2019, attached hereto and incorporated herein.

THIRD PARTY BENEFICIARIES

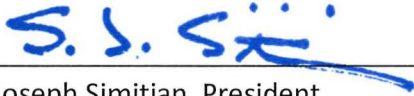
This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the Agreement and this First Amendment, this First Amendment controls.

(INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS)

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



S. Joseph Simitian, President
Board of Supervisors

Date: JAN 29 2019

CITY OF SANTA CLARA



Deanna J. Santana
City Manager

Date: 12/12/18

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

ATTEST



~~TIFFANY LENNEAR~~
ASSISTANT CLERK Board of Supervisors

Date: JAN 29 2019

ATTEST



Nora Pimentel, MMC
Assistant City Clerk

Date: 12/19/18

APPROVED AS TO FORM AND LEGALITY



Deputy
2
Tony LoPresti
County Counsel

Date: 1-11-19

APPROVED AS TO FORM AND LEGALITY



pr
Brian Doyle
City Attorney

Date: 12-10-18

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
THE COUNTY OF SANTA CLARA**

EXHIBIT A3

Description of Project

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 County's Permanent Supportive Housing Program (PSH). The County oversees the PSH program in partnership with public agencies, charged with coordinating the care of the county's most vulnerable and long-term homeless residents.

The County will provide housing subsidies to 20 individuals or households who are expected to be served through the City-funded intensive case management program. 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.

County shall use the funds as follows:

Intensive Case Manager

County will subcontract with 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 PSH program.

The County manages the Permanent Supportive Housing, which has a Program Manager and multiple ICM's charged with coordinating the care of the county's most vulnerable and long-term homeless residents. Through agreements with public agencies, the PSH program 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 the Program Manager 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 chronically homeless or housed clients. 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. County 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 Agreement, County shall contact and provide assistance and housing to a maximum of 20 unduplicated participants for the term of this 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. County is responsible for securing the financing and the residential unit that is necessary to house the participants.

Through-out the term of this Agreement, County 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 County'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 the PSH program.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
THE COUNTY OF SANTA CLARA**

EXHIBIT A3 2017-2019

SCOPE OF SERVICES

Homeless Prevention Program

A two-year funding agreement with the County of Santa Clara through the Behavioral Health Services Department (County) 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 NOT received emergency financial assistance in the previous 12 months and
 - (3) Have sufficient household income to maintain housing after receiving emergency assistance and
 - (4) Effective 07/01/2017, have a PR VI-SPDAT score between 16-24
 - (5) 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) County shall provide quarterly progress report including program expenditures (actual v. planned), number of clients served, types of service and referrals.
- b) County shall participate in any programmatic and/or financial audit as requested.

3) Performance Standard

County shall:

- a) Effective 07/01/2017, 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 07/01/2018.
- 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.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
THE COUNTY OF SANTA CLARA
EXHIBIT B3 2017-2019
FEE SCHEDULE**

City agrees to reimburse County for the expenses incurred as set forth in this Agreement, but in no event shall the amount billed to City by County 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 Intensive Case Management program 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 County on a reimbursement basis for expenses actually incurred and paid by County during the term of this Agreement for the performance measures appearing in Exhibit A1 and A2.

1. Payments to County shall be made within 30 days of:
 - a. receipt by City of detailed invoice by County showing program expenditures, number of clients served, types of services and referrals provided, and
 - b. documents evidencing these costs, including but not limited to, paid invoices.
2. The determination by City that expenses for which County 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 County. In making such determination, City may, but need not, rely upon the certification by County 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 County the amount of money paid to County 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.

3. The City shall reimburse the County for expenses associated with the Intensive Case Management Program in an amount not to exceed \$125,000 from July 1, 2018 through June 30, 2019. The City shall reimburse the County for expenses associated with the Homelessness Prevention in an amount not to exceed \$82,659.72 from December 4, 2018 through June 30, 2019.

- a. Intensive Case Management Program: Subcontractor services will be reimbursed according to the following schedule:

Intensive Case Manager Salary & 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.

- b. Homelessness Prevention Program: Emergency financial aid is defined as: actual emergency Financial Aid disbursement. The County will provide information on the Santa Clara residents that have received Homelessness Prevention financial assistance. Administrative overhead is defined as 10% of expenses associated with administering financial aid up to the maximum amount budget.