

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

This is the Second Amendment to the Revenue Agreement Between the County of Santa Clara and the City of Santa Clara (“Agreement”), dated July 1, 2017 (“Effective Date”), and first amended on January 29, 2019, between the County of Santa Clara (“County”), acting by and through the Office of Supportive Housing (“OSH”), and the City of Santa Clara (“City”), acting by and through the City’s Community Development Department (individually, a “Party” and collectively the “Parties”). The Agreement establishes roles, rights, and responsibilities related to the Santa Clara Intensive Case Management program for chronically homeless individuals and families and the Homelessness Prevention program.

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

1. Extend the Agreement for one additional year, to June 30, 2020.
2. Exhibit A3, “Description of Project” is hereby amended by adding Exhibit A4, “Description of Project: Intensive Case Management,” attached hereto and incorporated herein.
3. Exhibit A3 2017-2019, “Scope of Services” is hereby amended by adding Exhibit A5 2019-2020, “Scope of Services: Homeless Prevention Program,” attached hereto and incorporated herein.
4. Exhibit B3, “Fee Schedule” is hereby amended by adding Exhibit B4 2019-2020, attached hereto and incorporated herein.

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 Second Amendment, this Second Amendment controls.

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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

Miguel Marquez, Chief Operating Officer

Date: _____

Fran Palacio
Financial and Administrative Services Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY

Tony LoPresti
Deputy County Counsel
Date: _____

(ADDITIONAL SIGNATURES ON FOLLOWING PAGE)

CITY OF SANTA CLARA

Deanna J. Santana, City Manager

Date: _____

ATTEST

Nora Pimentel, MMC
Assistant City Clerk

Date: _____

APPROVED AS TO FORM AND LEGALITY

Brian Doyle
City Attorney

Date: _____

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

EXHIBIT A4

**DESCRIPTION OF PROJECT: INTENSIVE CASE
MANAGEMENT**

This project is a one-year extension of a funding agreement between the City of Santa Clara (“City”) and the County of Santa Clara through the Office of Supportive Housing (“County”) for intensive case management. The City will provide funding in the amount of \$125,000 for the provision of case management services to chronically homeless persons 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 most vulnerable and long-term homeless residents in the county.

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.

The County shall use the funds as follows:

Intensive Case Manager

County will subcontract with qualified 501(c)(3) nonprofit corporations (“Subcontractors”), 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 PSH program, which has a Program Manager and multiple ICMs. 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, or designee, is expected to be on-call in case of emergency 24 hours a day, seven days a week.

Performance Measures & Units of Service

The 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 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.

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

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

Activity 2: House the unduplicated participants 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.

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EXHIBIT A5 2019-2020

SCOPE OF SERVICES: HOMELESS PREVENTION PROGRAM

Homeless Prevention Program

This Scope of Services covers a one-year extension of a funding agreement between the City of Santa Clara (“City”) and the County of Santa Clara (“County”) through the Office of Supportive Housing (“OSH”) related to the Homeless Prevention Program. The City will provide \$50,000 to the County to provide eligible households with emergency financial assistance in order to prevent homelessness.

1) Service Description and Expected Outcome

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) Effective 07/01/2019, have a qualifying PR Vulnerability Index-Service Prioritization Decision Assistance Tool that aligns with OSH’s Homelessness Prevention Pilot Program
 - (3) Other criteria may be added to the Service Description and Expected Outcome to meet Program’s objectives. Changes to the criteria can be made via email and/or memorandum and become immediately effective after receiving the OSH Program Manager’s approval.
- ii) Provide emergency financial assistance for costs such as rent, security deposits, food, work-related transportation, medical, and utilities to eligible clients.
- iii) Refer all clients to mainstream programs administered or offered by County departments including OSH, the Behavioral Health Services Department (“BHSD”), and the Department of Employment and Benefits Services (“DEBS”).

2) Deliverables, Milestones, Timeline for Performance

- a) The County shall provide quarterly progress reports including program expenditures (actual versus planned), number of clients served, and types of service for clients with a zip code from the City of Santa Clara.
- b) The County shall participate in any programmatic and/or financial audit as requested.

3) Performance Standards

The County shall:

- a) Use HMIS intake form and record all services in Clarity's the HMIS system within one (1) working day.
- b) Review, determine, and notify clients of their eligibility for emergency financial assistance, and provide funding (if eligible) within two 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. Available housing retention data will be recorded in HMIS no later than July 1, 2020.
- e) Attend meetings coordinated by City to review client progress, address program issues, and make recommendations.
- f) Refer all eligible clients to other necessary services beyond emergency financial assistance services.

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EXHIBIT B4 2019-2020

FEE SCHEDULE

This is a fee schedule for a one-year extension of a funding agreement between the City of Santa Clara ("City") and the County of Santa Clara ("County") through the Office of Supportive Housing ("OSH") for the Santa Clara Intensive Case Management program and the Homelessness Prevention program. The City agrees to reimburse the County for the expenses incurred as set forth below, but in no event shall the amount billed to the City by the County for services under this extension exceed One Hundred and Seventy Five Thousand dollars (\$175,000.00) based on a funding appropriation of One Hundred and Twenty Five Thousand dollars (\$125,000) for the Santa Clara Intensive Case Management program and one-time funding of Fifty Thousand Dollars (\$50,000) for the Homeless Prevention program, subject to budget appropriations. Such sum shall be expended and paid by the City to the County on a reimbursement basis for expenses actually incurred and paid by the County during the term of this Agreement for the performance measures appearing in Exhibit A4, "Description of Project: Intensive Case Management," and A5, 2019-2020, "Scope of Services: Homeless Prevention Program."

1. Payments to the County shall be made within 30 days of:
 - a. receipt by the City of a detailed invoice by the 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 City shall make the determination that expenses for which the 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 the County. In making such determination, the City may, but need not, rely upon the certification by the County that the items appearing on said statement and supporting documents are eligible items for reimbursement under this Agreement. Such determination by the City shall in no way constitute a waiver by the City of its right to recover from County the amount of money paid to the 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, 2019 through June 30, 2020. The City shall reimburse the County for expenses associated with the Homelessness Prevention program in an amount not to exceed \$50,000 from July 1, 2019 through June 30, 2020.

- 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: The City shall reimburse the County for emergency financial aid (defined as actual emergency Financial Aid disbursement) that it provides to Santa Clara residents, not to exceed \$50,000. 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.