

**SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND WEHOPE FOR STREET OUTREACH AND ESSENTIAL
HOMELESS SERVICES**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and WEHOPE (CONTRACTOR"), a California 501c3 nonprofit organization.

WHEREAS, CITY is in need of Street Outreach and Essential Homeless Services; and

WHEREAS, CITY advertised a Request for Proposals (RFP) F24-201 on May 13, 2024 for Street Outreach and Other Essential Homeless Services; and

WHEREAS, CONTRACTOR submitted a proposal on June 17, 2024; and

WHEREAS, CITY accepted CONTRACTOR proposal submitted on July 11, 2024; and

WHEREAS, in reliance upon CONTRACTOR's representations regarding its qualifications, CITY finds that CONTRACTOR possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Contract Documents

The complete Contract consists of the following documents: Exhibit A, Scope of Services; Notice Inviting Proposals; Instructions to Proposers; Specifications; Terms and Conditions; and CONTRACTOR's completed Proposal. These documents are all incorporated herein by reference. All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference. The documents and exhibits comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Services by CONTRACTOR

It is understood and agreed that tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and work performed and completed as required in the bid documents under the sole direction and control of the CONTRACTOR, and subject to approval of the City.

3. Time for Performance

The term of this Agreement shall be 1 year from date of execution, unless otherwise terminated in accordance with Section 16 below. The schedule of performance may be revised by the mutual agreement of CONTRACTOR and the CITY. This agreement may be renewed for an additional Four (4) one-year periods granted by the City Manager as an amendment in accordance with Section 17 below.

4. Compensation

In no event shall the total amount of compensation paid by CITY to CONTRACTOR under this agreement exceed the sum of Nine Hundred Nine Thousand Seven Hundred Eighty Dollars and 00/100 (\$909,780.00), unless upon written modification of this Agreement. CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date, and in accordance with the compensation schedule outline in Exhibit "B". All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

5. Wage Rates

CONTRACTOR shall comply with the minimum wage provisions set forth in Section 3.80.040 of the Sunnyvale Municipal Code.

6. Conflict of Interest

CONTRACTOR shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONTRACTOR is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

7. Confidential Information

CONTRACTOR shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONTRACTOR may become aware in the performance of its services.

8. Compliance with Laws

- A. CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.
- B. CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONTRACTOR is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

10. Indemnity

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful acts of the CITY. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

11. Insurance

The City requires that CONTRACTOR maintain insurance requirements on the Pacific Insurance Network System (PINS). CONTRACTOR shall procure and maintain, at its own expense during the life of this Agreement, policies of insurance as specified in Exhibit "B" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "B" through PINS for approval by the City Risk Manager prior to CONTRACTOR (or subcontractor) commencing any work under this Agreement.

12. CITY Representative

Trudi Ryan, Community Development Director as the City Manager's authorized representative ("CITY representative"), shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONTRACTOR Representative

Paul Bains, President, shall represent CONTRACTOR ("CONTRACTOR representative") in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONTRACTOR pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

14. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to addressed below.as follows:

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY:

Trudi Ryan, Director
Community Development

CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONTRACTOR: Paul Bains, President
WeHOPE
1854 Bay Road
East Palo Alto, CA 94303

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

- A. If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within 30 days after written notification of failure to pay.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

18. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

19. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

WeHOPE ("CONTRACTOR")

By _____

City Manager

By _____

Name and Title

ATTEST:

By _____

City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____

City Attorney

Exhibit A

Scope of Services

I. Purpose of Contract

The purpose of the contract is to provide the following services to unhoused individuals and families in the City of Sunnyvale:

- a. Street Outreach and Case Management Services
- b. Temporary hotel voucher program with five (5) hotel rooms in the City of Sunnyvale
- c. Mobile Hygiene Services through Dignity on Wheels

The goals of these services are to establish supportive relationships with people experiencing homelessness and provide linkage to key resources, case management support, shelter, and mobile hygiene services to address their immediate needs.

II. Served Population

Grantee shall offer and provide voluntary services to unsheltered adults, youth including Transitional Aged Youth (TAY), and families experiencing homelessness in Sunnyvale. People experiencing unsheltered homelessness are defined as those persons who do not have a primary fixed nighttime residence and are living in a place not meant for human habitation (i.e., sleeping outdoors, in a car, park bench, encampment etc.).

III. Description of Services

Grantee shall provide street outreach and case management, mobile hygiene services, and a temporary hotel voucher program for unhoused individuals residing in the City of Sunnyvale. All services are voluntary.

A. Outreach and Case Management Services:

Grantee shall locate, identify, and build relationships with people experiencing homelessness who are unsheltered to engage and provide street outreach services within the City of Sunnyvale including:

1. Participant Support: Grantee shall provide participant supports, including, but not limited to:

- a. Provide street outreach and case management services seven (7) days a week at regular, reoccurring locations where unhoused individuals are known to congregate, and at locations the City may request;
- b. Provide temporary hotel program placement;
- c. Conduct VI-SPDAT (Vulnerability Index Specialized Prioritization Decision and Assessment Tool) assessments;
- d. Connect unhoused individuals to the County Coordinated Entry

System for shelter and housing opportunities

- e. Provide medical and behavioral health referrals;
- f. Create HMIS (Human Management Information System) profiles for consenting and eligible clients in the Santa Clara County's Clarity System;
- g. Perform housing assessments, housing navigation, and create housing plans with individuals engaged in services;
- h. Distribute hygiene kits and supplies to individuals experiencing homelessness;
- i. Provide transportation to housing, medical, or other critical appointments;
- j. Support participants in enrolling in benefits and assisting with participants in becoming "document ready" by helping acquire all required documentation such as birth certificate, photo identification, social security card, and income and homelessness verifications;
- k. Conduct overdose prevention, crisis de-escalation and other key services that will assist an unhoused individual into a temporary or permanent housing opportunity

During inclement weather, the Grantee shall ensure Street Outreach staff provide wellness checks, offer shelter opportunities, notify unhoused individuals of local warming and cooling centers and provide transportation to them, and distribute supplies (blankets, ponchos, water bottles, etc. depending on the weather event).

Individuals are not required to be clean and sober, have completed or currently be in treatment, be compliant with prescribed medication or have income or employment to access services. Participants shall not be screened out for lack of "motivation." The Core Principles (Attachment A) should be used in the delivery of services.

B. Temporary Hotel Program:

Grantee will provide five (5) hotel rooms at the Extended Stay America Suites hotel located at 1255 Orleans Dr. Sunnyvale, CA 94086 for temporary hotel stays for up to thirty (30) days for unhoused individuals who are engaged in Street Outreach services and who are currently living on the street, in their vehicle, or other place not meant for human habitation within the City of Sunnyvale. Grantee shall provide services to ensure the health and safety of participants while staying at the hotel site.

1. Participant Support: Grantee shall provide participant supports, including, but not limited to:
 - a. Participant intake, including completion of forms and acknowledgement of the Participant Agreement/Program Rules, room assignment, and orientation to the site and program;
 - b. Regular, daily check-in's with all program participants to work on self-sufficiency goals and housing plans.
 - c. Grantee shall connect each tenant with resources needed to be food secure while in the program including CalFresh benefits assistance, locations for daily hot meals and signing up for weekly food pantries located in Sunnyvale.

- d. Wellness checks and connection to care for anyone demonstrating symptoms of physical or behavioral health needs;
- e. Coordination of supportive service providers (e.g. In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, VI-SDPAT assessment and housing navigation and benefits linkage)
- f. Care Coordination, including assisting participants who are not enrolled in public benefits to connect participants in obtaining and maintaining public benefits, including post-public benefits application support to complete the public benefits enrollment process;
- g. Prepare a housing plan, which includes locating and obtaining other support and service linkages needed to successfully move into and stabilize in housing;
- h. Complete housing applications;
- i. Transport participants to any housing, benefits, shelter appointments or other necessary appointment to prepare for housing;
- j. Exit planning, including, but not limited to communication and coordination with outside service providers to support in a participant's transition to a more permanent setting at the end of the hotel stay.
- k. On-call support through a management level staff 24hours/7 days a week to address critical incidents promptly.

2. Stewardship of the Hotel Site:

- a. Grantee shall provide the City with a copy of the contract agreement between the Grantee and the hotel for the five (5) hotel rooms and any amendments prior to start of the contract.
- b. Grantee will be responsible for getting another agreement in place with an alternate hotel in the City of Sunnyvale if the five rooms at the Extended Stay Hotel cannot be secured to avoid any lapse in service. The City should be notified immediately if this occurs.
- c. Grantee shall obtain City approval prior to entering into any agreement that will materially impact the City-funded portion of the budget.
- d. Grantee shall maintain all responsibilities and coordinate with the hotel to meet contract agreements.
- e. Grantee shall promptly notify the City of any default, failure to exercise an option to extend or other situation which could impact the term of the hotel agreement.

C. Dignity on Wheels Mobile Hygiene Services:

- a. The Grantee will provide their mobile hygiene unit, Dignity on Wheels, to service up to two (2) locations in the City of Sunnyvale two (2) times a week. Grantee will work with the City to determine the two (2) locations; both locations must be approved by the Community Development Department prior to the start of service.

Within this timeframe, Grantee will:

- 1. Participant Support: Grantee shall provide participant supports, including, but not limited to:

- a. Provide four hours of services during each of the sessions per week.
- b. Provide shower supplies and hygiene kits including soap, towels sandals, etc. to participants and dispose of solid and wastewater at the end of each session; dispose of wastewater in appropriate locations approved for dumping of such materials.
- c. Dignity on Wheels will be staffed by an intake specialist to lead the set-up of activities for the hygiene unit, coordinate volunteers if any, and manage onsite schedule and operation of the laundry and shower services.
- d. Provide a case manager to serve unduplicated Dignity on Wheels clients not being served by Street Outreach case management services.
- e. Provide regular cleaning services including disinfection of surfaces to ensure that the units are sanitary at all times.
- f. Grantee will make arrangements with the owner of the service site for the use of the location, if applicable, the use of water etc.
- g. Any related tasks, or services as deemed appropriate by the City and agreed upon by both parties.

IV. Location and Time of Services

Street Outreach and Case Management Services:

Grantee shall provide flexible services year-round from 8:00 am to 5:00 pm on weekdays and from 8:30 am to 5:00 pm on weekends, including holidays, seven (7) days a week. These hours are flexible and should be based on client need.

Location: Street Outreach Services are located throughout Sunnyvale

Temporary Hotel Program:

Grantee will provide case management and street outreach services up to seven days a week to hotel stay participants; hours of service should be flexible to meet the needs of the clients.

Location: Temporary Hotel Program is located at the Extended Stay America Suites Hotel, 1255 Orleans Dr. Sunnyvale, CA 94086.

Any alternative hotel site should be based in Sunnyvale.

Mobile Hygiene Program:

Grantee will host 2 four (4) hour sessions at two sites within the City of Sunnyvale. The sessions should be at regular, reoccurring times that best meet participant needs and site operations.

Location: Dignity on Wheels Mobile Hygiene Program will be located at up to two sites in the City of Sunnyvale, to be determined by the City and WeHOPE and pre-approved by the City.

V. Service Requirements

- A. Staffing: Grantee shall ensure that the program is staffed at no less than 90 percent at any given time, as listed in the Street Outreach and Essential Services Budget ("Staffing" tab). Time provided by part-time staff shall count toward this 90 percent requirement.

Case Management Ratio: Grantee shall maintain a 30:1 ratio of clients to case management staff.

- B. Supervision: Grantee shall provide Support Services staff with supervision and case conferencing, as needed, to ensure appropriate services are provided to program participants.
- C. Staff Training: Grantee shall provide staff training and development, including but not limited to:
1. County of Santa Clara Office of Supportive Housing required trainings such as the Clarity System/HMIS training;
 2. VI-SPDAT Assessments and Housing Navigation;
 3. De-escalation, harm reduction, motivational interviewing, trauma informed care, implicit bias, street engagement, professionalism, ethics, cultural competency, overdose prevention, overdose response, mental health, and substance abuse community resources
- D. Feedback, Complaint and Follow-up Policies: Grantee shall provide a means for the served population to provide input into the program, including planning and design, and feedback methods that include a written grievance policy informing the served population on how to report complaints and request services.
- E. Emergency Activation: Grantee shall shift priorities to respond to City activating protocols, include weather and disaster response, within 24 hours of notification.
- F. Critical Incidents: Grantee shall report critical incidents to the City within 24 hours of the incident. Critical incidents that involve life endangerment events or major service disruptions should be reported immediately to the City staff. Critical Incidents shall include any of the following occurring at a site location or with a client in the field: death, homicide, suicide, suicide attempt, assault, overdose, other critical incident involving Grantee staff program participants of the street outreach program, temporary hotel stay program, mobile hygiene program, or emergency shelter program.
- G. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English.

- H. Coordination Meetings: Grantee shall participate coordination meetings with City staff as requested to coordinate and collaborate regarding service provision or case conferencing.
- I. Admission Policy: Grantee's admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies shall include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- J. City Communications and Policies:
1. Grantee shall keep the City informed and comply with City policies to minimize harm and risk, including:
 - a. Regular communication to the City about the implementation of the program;
 - b. Weekly written updates to the City about Street Outreach conducted and any temporary hotel exits;
 - c. Attendance of City meetings, as needed;
 - d. Submission of all WeHOPE program policies, contracts, and other program documents for Street Outreach services, Temporary Hotel Program, Mobile Hygiene Program, and WeHOPE shelter program to the City for review prior to the start of programs.

The City requests resubmission of any new program policies for City review prior to implementation.

- K. Data Standards:
1. Grantee shall ensure compliance with the HMIS Participation Agreement and Continuous Data Quality Improvement (CDQI) Process, including but not limited to:
 - a. Entering all client data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
 - c. Running monthly data quality reports and correcting errors.
 - d. Records entered into the Clarity system shall meet or exceed the Clarity System Continuous Data Quality Improvement Process standards
 - e. Any information shared between Grantee, City, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
- L. Record Keeping and Files:
1. Grantee shall maintain documentation in the Clarity System and maintain hard copy files with eligibility, including homelessness verification documents.
 - a. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress.

- b. Grantee shall maintain all required confidential files for the served population, including service plans, progress notes, and releases of information.
- M. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as to ensure that an agency Overdose Prevention policy is in place and followed by staff. Additionally, all Grantee staff who work directly with tenants shall be trained in using Naloxone (Narcan) and participate in annual trainings on harm reduction, overdose recognition and response.
- N. Housing First: Housing First is an evidence-based practice in which clients are offered shelter, housing, and supportive services regardless of their sobriety or use of substances, completion of treatment, or participation in services. Grantee services and operations shall align with the Core Components of Housing First as defined in [California Welfare and Institutions Code, section 8255](#). This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.
- O. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:
 - 1. Collaborating with neighbors, the City and other relevant agencies to ensure that neighborhood concerns about the program are heard and addressed (as needed);
 - 2. Grantee management staff are available to respond to hotel neighbor complaints within two business days;
 - 3. Have a representative of the Grantee attend neighborhood meetings focused on public safety, issues related to the hotel program, street conditions or other topics that may be related to the impact of the program;
 - 4. Providing staff training in de-escalation and crisis response, including having written policies and protocols for contacting law enforcement, and/or crisis response teams as needed; and
 - 5. Grantee shall create a "Good Neighbor Policy" to review and sign with all temporary hotel stay participants as they move in that outlines community resources, community norms, and expectations.
- P. City shall have the option to modify or adjust the amounts allocated for each of the services shown in this Agreement, and across quarters, months, fiscal years, and program components, to meet program goals as approved by City in writing as long as it does not exceed the total obligation amount.

VI. Service Objectives

Grantee shall achieve the following Service Objectives:

Street Outreach and Case Management

Activities & Measures		Service Objective
A	Grantee shall ensure that Case Managers contact 90 percent of participants on their caseload at least once per week and document their efforts in the Clarity System. Number of unduplicated clients on caseloads and number of weekly case management sessions they received in the reporting period.	90% of participants on a caseload will have documented contact by a case manager a minimum of once a week as reflected in the Clarity System.
B	Grantee shall work with case managed clients to complete a housing plan. Number of unduplicated clients who move into shelter, interim, transitional, or permanent housing during the reporting period. (Permanent housing includes: permanent supportive housing, housing without subsidy, family reunification, etc.)	A minimum of 15% of enrolled participants will exit to temporary housing destinations (emergency shelter or transitional housing, Safe Parking, etc.), and some institutional destinations or permanent housing destination (permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.) 90% of participants engaged in services will have completed a housing plan within the first 90 days.
C	Grantee shall work with case managed clients to enroll in, maintain, or increase benefits such as County General Assistance, CalFresh, SSI, etc. Number of enrolled case management clients who have enrolled in, maintained, or increased benefits in the reporting period.	A minimum of 50% of enrolled participants will be connected to, maintain, or increase benefits such as County General Assistance, CalFresh, SSI, etc.
D	Grantee shall work with Case Managed participants to obtain the documents necessary to move into housing such as a California ID, Social Security Card, and proof of income. Number of enrolled case management participants who have obtained their CA ID, Social Security Card, or proof of income during the reporting period.	50% of participants engaged in case management services will become obtain the necessary documents to move into housing.
E	Grantee shall work with participants	A minimum of 50% of enrolled case

	receiving Case Management Services to obtain health insurance. Number of participants who have enrolled in health care services within the reporting period.	management participants will have enrolled in health care services.
F	Grantee shall conduct at least 3,000 encounters and wellness checks annually, as verified by the Clarity System. The City recognizes that changing departmental priorities shall impact the number of encounters and wellness checks conducted by Street Outreach staff. Annual unduplicated and duplicated number of Outreach encounters	At least 3,000 outreach encounters (duplicated and unduplicated) will occur annual.

Temporary Hotel Program:

Activities & Measures		Service Objective
A	Grantee shall ensure that Case Managers contact 100 percent of participants on their caseload a minimum of six days a week and document their efforts in the Clarity System. Number of unduplicated clients on caseloads and number of case management sessions they received in the reporting period.	90% of participants on a caseload will have documented contact by a case manager a minimum of once a week as reflected in the Clarity System.
B	Grantee shall work with 100% of hotel stay participants to complete a housing plan. Number of unduplicated clients who move into shelter, interim, transitional, or permanent housing during the reporting period. (Permanent housing includes: permanent supportive housing, housing without subsidy, family reunification, etc.)	A minimum of 15% of enrolled participants will exit to temporary housing destinations (emergency shelter or transitional housing, Safe Parking, etc.), and some institutional destinations or permanent housing destination (permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.) 100% of hotel stay participants will have completed a housing plan during their program stay.
C	Grantee shall work with hotel stay participants to obtain the documents necessary to move into housing such	A minimum of 50% of hotel stay participants will obtain the necessary documents to move into housing.

	as a California ID, Social Security Card, and proof of income.	
	Number of hotel stay participants who have obtained their CA ID, Social Security Card, or proof of income during the reporting period.	

Mobile Hygiene Program:

Activities & Measures		Service Objective
A	Grantee will serve unhoused Sunnyvale residents through the provision of mobile hygiene services at 2 locations, twice a week. Number of unduplicated participants served at each location per month.	A minimum of 25 unduplicated participants will be served at each location per month.
B	Grantee will provide case management services to mobile hygiene clients who have completed a VI-SPDAT. Number of unduplicated clients are receiving case management services during the month.	A minimum of 100% of hotel stay participants will have completed a housing plan during their program stay.
C	Grantee shall work with hotel stay participants to obtain the documents necessary to move into housing such as a California ID, Social Security Card, and proof of income. Number of hotel stay participants who have obtained their CA ID, Social Security Card, or proof of income during the reporting period.	A minimum of 50% of hotel stay participants will obtain the necessary documents to move into housing.

VII. Reporting Requirements

Grantee shall input data into systems required by the City and County of Santa Clara, such as Clarity System entries, and City Data Services (CDS) online grant management database.

- A. Grantee shall provide weekly written updates to City staff on street outreach efforts conducted using the City's Street Outreach weekly reporting template.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the quarterly metrics in the CDS database by the 15th of the following quarter.
 - 1. The quarterly performance/data report will include, but is not limited to, the following:
 - a. Number of unduplicated clients served during the reporting period; and
 - b. Performance measure report that includes the results of the performance measures listed above for the current quarter and for fiscal year-to-date; and
 - c. A narrative describing trends, successes, and challenges during the reporting period.
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee shall enter the annual metrics in the CDS database by the 15th of the month following the end of the program year.
- D. Contract shall collect and report on unsheltered persons' reasons for declining outreach services.
- E. Grantee shall provide Ad Hoc reports as required by the City and respond to requests by the City in a timely manner.

For assistance with reporting requirements or submission of reports, contact the assigned contract manager.

VIII. Invoice and Report Due Dates

Reporting Period		Invoice Due w/Supporting Documentation	Report Due
Q1	July	August 15	October 15
	August	September 15	
	September	October 15	
Q2	October	November 15	February 15
	November	December 15	
	December	January 15	
Q3	January	February 15	May 15
	February	March 15	
	March	April 15	
Q4	April	May 15	July 15* (*Annual Performance Report is due)
	May	June 15	
	June	July 7 (due early due to year-end processes)	

IX. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Monitoring of program participation in the Clarity System may include, but is not limited to, data quality reports from the Clarity System, records of timeliness of data entry, and attendance records at required training and agency lead meetings.

- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring shall include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and accounting policies, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring shall include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and memorandums of understanding (MOUs).

ATTACHMENT A
CORE PRINCIPLES***Housing First***

According to the webinar Core Principles of Housing First and Rapid Re-Housing issued by HUD and the United States Interagency Council on Homelessness (USICH), the Housing First approach is based on the following principles:

1. Housing is safe and affordable.
2. All people can achieve housing stability in permanent housing; supports may look different.
3. Everyone is "housing ready"; and
4. Improved quality of life, health, mental health, and employment can be achieved through housing.

Harm Reduction

Harm reduction policies, procedures, and practices aim to reduce the negative consequences of behaviors that are detrimental to the participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, prostitution, choosing to sleep outside, etc.). In housing settings, harm reduction is intended to prevent a participant's loss of housing and/or termination from the program based solely on his or her inability to stop engaging in harmful behaviors.

Programs incorporating a harm reduction model must utilize all interventions possible, short of termination from the program, to enable the participant to reduce or minimize their risky behaviors, while at the same time assisting them to move into and become stabilized in permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff. Organizations must develop a set of policies and procedures to be implemented in the event of such behavior on the part of a participant.

Trauma-Informed Care

Trauma-informed care requires that every part of the program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services. Traumatic experiences can impact how clients receive services provided and the environment in which those services are delivered.

Establishing a safe and supportive environment are principal aspects of trauma-informed care. To do so, a program must ensure that all staff receive training on traumatic stress and its impact, as well as the relationship between trauma and mental health, substance use, and homelessness. Training should detail how working with trauma survivors can impact staff, and how these issues can impact their work. Staff training in crisis management may include learning how to help clients identify triggers, express their feelings safely, and use healthy coping skills, in addition to helping clients develop safety and self-care plans prior to a crisis.

Cultural Competency, Racial Equity, and Inclusivity

Programs must consider cultural and linguistic competency, racial equity, gender inclusivity, and other intersecting factors in addressing the needs of the populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Street Outreach Team requires, at a minimum, effective communication, including, among other things, the provision of service and information in appropriate language, at appropriate educational and literacy levels, and in the context of the individual's cultural identity

EXHIBIT B
COMPENSATION

CITY OF SUNNYVALE HOUSING DIVISION			
APPENDIX B, BUDGET			
Document Date	8/1/2024		
Contract Term	Begin Date	End Date	Duration (Years)
Current Term	9/1/2024	6/30/2025	1
Amended Term			0
Provider Name	WeHOPE		
Program	Street Outreach and Essential Homeless Svc		
Contract Action	New Agreement		
Effective Date	9/1/2024		
Budget Name	Street Outreach and Essential Homeless Svc		
Funding:	Current		
Term Budget	\$ 909,780		
Contingency	\$ -		
Not-To-Exceed	\$ 909,780		
			Year 1
			12 Months
EXPENDITURES			
Salaries & Benefits			\$ 484,208
Operating Expense			\$ 342,865
Subtotal			\$ 827,073
Indirect Percentage			10.00%
Indirect Cost (Line 22 X Line 23)			\$ 82,707
Other Expenses (Not subject to indirect %)			\$ -
Capital Expenditure			\$ -
TOTAL EXPENDITURES			\$ 909,780
CITY OF SUNNYVALE REVENUES			
Street Outreach Services			\$ 909,780.00
TOTAL CITY OF SUNNYVALE REVENUES			\$ 909,780.00
OTHER REVENUES (Non-CITY Revenues)			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL OTHER REVENUES			\$ -
TOTAL CITY OF SUNNYVALE + OTHER REVENUES			
			\$ 909,780.00

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits not less than:

<CONFIRM COVERAGES WITH RISK MANAGER>

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

<CONFIRM COVERAGES WITH RISK MANAGER>

- ☐ **Liquor Liability coverage** written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- ☐ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$2,000,000 per occurrence or claim.
- ☐ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.
- ☐ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.
- ☐ **Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.
- ☐ If working directly with minors, the Certificate of Insurance must include coverage for **molestation and sexual abuse** with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ☐ **Pollution Liability** coverage with limits not less than \$2,000,000 per occurrence.
- ☐ **MCS-90 Endorsement** to Business Automobile insurance for transportation of hazardous materials and pollutants.
- ☐ **Builder's Risk / Course of Construction** coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

- ☐ **Installation Floater** coverage written on an “all risk” basis with limits equal to the completed value of the project and no coinsurance penalty provisions.
- ☐ **Garage Liability coverage** written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- ☐ **Garage Keepers Liability coverage** with limits not less than \$100,000 per location.
- ☐ **On-Hook coverage** with limits not less than \$100,000 per vehicle.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City’s Risk Manager. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor’s commercial general liability policy (and if industry specific coverage box is checked above, liquor liability, valuable papers, electronic data processing, cyber & tech liability, pollution liability, sexual abuse and molestation, builder’s risk, and installation floater policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40. <CONFIRM WITH RISK MANAGER>

Contractor shall maintain commercial general liability insurance as required by this contract for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by contractor. <CONFIRM WITH RISK MANAGER>

2. During the term of the contract, the Contractor’s Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above and if the Consultant’s Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*.
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the

Consultant must purchase "extended reporting" coverage for a minimum of *three* (3) years after completion of contract work

4. If Industry Specific Coverage box is checked above, during the term of the contract, the Contractor's Builder's Risk / Course of Construction or Installation Floater policy shall provide coverage for any building, structures, machinery or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing. The policy shall name the City as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.
5. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
6. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
7. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
9. Any umbrella or excess insurance liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
10. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Contractor requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance

documents electronically. Contractor shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor shall submit insurance certificates reflecting the policy renewals through PINS. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Contractor shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of Contractor to verify existence of sub-contractor's insurance shall not relieve Contractor from any claim arising from sub-contractors work on behalf of Contractor.