

**FUNDING AGREEMENT BETWEEN
THE COUNTY OF SANTA CLARA
AND THE CITY OF SUNNYVALE
FOR ISOLATION AND QUARANTINE
SUPPORT PROGRAM**

This Funding Agreement for Isolation and Quarantine Support Program (Agreement) is entered into by and between the **County of Santa Clara** (the "County") and the **City of Sunnyvale** (the "City"), individually, a "Party" and, collectively, the "Parties," in order to provide funding for an Isolation and Quarantine Support Program ("Program") to be managed by the County.

RECITALS

- A. WHEREAS, on February 3, 2020, the County Health Officer declared a local health emergency, and the County's Director of Emergency Services proclaimed a local emergency, to respond to the Coronavirus Disease ("COVID-19") pandemic and manage its spread throughout the County; and
- B. WHEREAS, on March 4, 2020, the Governor of California proclaimed a State of Emergency (Executive Order N-25-20) to exist in California because of the threat of COVID-19; and
- C. WHEREAS, on March 16, 2020, the Santa Clara County Public Health Officer issued an Order to all residents to shelter in place and businesses to close except for essential activities, essential services, and governmental services as defined under Section 10 of the Order; and
- D. WHEREAS, on March 19, 2020, the Governor issued an Order (Executive Order N-33-20) that all individuals living in the State of California stay home or at their place of residence, except as needed to maintain continuity of operations for certain critical infrastructure sectors, to protect the public health of Californians, to mitigate the impact of COVID-19, and to ensure the healthcare delivery system is capable of serving all; and
- E. WHEREAS, as a result of the State Executive Orders and their national counterparts and the County Order in response to COVID-19, as may be extended and modified by federal, state, and local authorities, the County and City have identified an urgent need to provide an Isolation and Quarantine Support Program ("Program") as part of the response to COVID-19; and,
- F. WHEREAS, independently of this Agreement, the County has established and operates the Program as described on Exhibit "A" attached hereto and incorporated herein by this reference; and

- G. WHEREAS, the Program assists residents of participating jurisdictions to isolate if they have tested positive for COVID-19 (“Cases”) or quarantine if they have been in close contact with a COVID-19 positive person (“Contacts”); and
- H. WHEREAS, the U.S. Centers for Disease Control and Prevention defines a “close contact” as “someone who was within six feet of an infected person for at least 15 minutes starting from 48 hours before illness onset until the time the patient is isolated; however, the County Public Health Department’s Special Investigations Unit or Case Investigation and Contact Tracing group (“CICT”) will make determinations based on the circumstances of each interaction; and
- I. WHEREAS, many individuals and their families will be able to isolate or quarantine in their homes without assistance; and
- J. WHEREAS, others have situations that make isolating or quarantining difficult. These challenges include, but are not limited to, overcrowded housing, the lack of paid sick leave, recent unemployment, co-habitation with at-risk individuals, and obligations to care for family members. Primary among these challenges are: 1) access to a room in which the case or contact may stay and remain entirely separate from other members of the household; and, 2) access to one’s own bathroom or the ability to thoroughly clean the bathroom after each use. The County’s CICT group is trained to speak with individuals about what they may need to effectively isolate or quarantine in their own home; and
- K. WHEREAS, it is in the intent of this Agreement that City will use the County’s Program infrastructure to meet the out-of-home isolation and quarantine needs (i.e. Motel Component only) of the City’s residents.

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

AGREEMENT

SECTION 1 TERM

This Agreement is effective December 24, 2020 and will continue thereafter until April 30, 2021, unless extended by mutual consent.

SECTION 2 PROGRAM COMPONENTS AND MAXIMUM FINANCIAL OBLIGATION

- a) **Program Components:** Unless this Agreement is amended per Section 11 below, the City’s funds shall only be used for the Program’s Motel Component (as described in Exhibit A, Paragraph 3). For City residents seeking at-home support services or rental and financial assistance and all other non-motel components of the Program, the County shall have no obligation to provide these services to City

residents and shall make referrals to community-based organizations or City staff persons designated by the City for these services.

- b) **Maximum Financial Obligation:** The City's maximum financial obligation (MFO) during the Term of this Agreement is \$134,435. The maximum financial obligation is based on an estimate of how many City residents will utilize the Motel Component for which the City is participating by providing funding. Unless this Agreement is amended per Section 11 below, the City shall not be responsible for expenses incurred beyond the MFO. Accordingly, the County will not be responsible for providing services in excess of the MFO.

SECTION 3 ELIGIBLE PARTICIPANTS AND COST SHARING

- a) Eligible participants are individuals and families who reside in the City of Sunnyvale. For homeless persons and families, their residency is determined by the location of their last permanent address or the city or unincorporated area where they spend most of their time.
- b) The City shall be responsible for actual direct and shared expenses that are used to support City residents. For shared expenses associated with the Motel Component, the City shall be responsible for the pro rata share of such shared costs based on the percentage of room nights at a particular motel site serving City residents.
- c) Following are estimated costs for each aspect of the Motel Component. Costs may increase or decrease between categories based on actual utilization. The City's funds may be used for any aspect of the Motel Component regardless of the estimates provided below. Based on current case rates, the County projected the number of people who would need help to isolate and quarantine by jurisdiction. This estimate was used to determine utilization of program services and to calculate direct costs and pro rata shares of shared costs.
 - i) Placement Team: \$10,000
 - ii) Motel and Onsite Services: \$98,000
 - iii) Medical Team: \$26,435
- d) To the extent feasible, the County shall submit monthly invoices for any eligible cost up to the maximum financial obligation. Invoices submitted by County will be supported by backup documentation provided with the invoice.

SECTION 4 ROLES AND RESPONSIBILITIES

County operates the Program, including the Motel Component, as indicated in the Program Description attached as Exhibit "A."

SECTION 5 LEVERAGING AND USE OF FUNDS

- a) The City's funds may be used for any expenses that are necessary for successful operation of the Program's Motel Component, as described in this Agreement. This includes expenses that may be categorically ineligible for the FEMA Public Assistance program and the portion of expenses that is calculated to be the local match for the FEMA Public Assistance program.
- b) The County will work with City to leverage state and federal funds and to conserve local resources. However, since some funding sources have limitations the County may not be able to true-up costs for each city until well after the Program has ceased operations. Furthermore, based on determinations of the agencies like FEMA, the County may have to allocate certain funding to specific categories of expenses to maximize state and federal funds.

The County will submit requests for reimbursement through the FEMA Public Assistance program. Reimbursements from this program require a 25% match, and not all funding sources can be used as match. If the County receives FEMA reimbursement for any costs paid for by the City, the County will reimburse the City the appropriate amount.

SECTION 6 MUTUAL INDEMNIFICATION

County and City agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this Agreement.

SECTION 7 TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at any time for convenience upon providing thirty days written notice.

SECTION 8 ASSURANCE

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

SECTION 9 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.

SECTION 10 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.

SECTION 11 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.

SECTION 12 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.

SECTION 13 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.

SECTION 14 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

Office of Supportive Housing

Attn: Consuelo Hernandez

Phone: 408-278-6419

Address: 2310 North First St., Suite 201, San Jose, CA 95131

Email: Consuelo.Hernandez@hhs.sccgov.org

CITY OF SUNNYVALE

Office of the City Manager

Attn: Jaqui Guzmán

Phone: 408-730-7909

Address: 456 W. Olive Ave, Sunnyvale, CA 94086

Email: JGuzman@sunnyvale.ca.gov

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

SECTION 15 AMENDMENTS

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

SECTION 16 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.

SECTION 17 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 Santa Clara County.

SECTION 18 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.

SECTION 19 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.

SECTION 20 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.

[Signature Pages Follow]

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

DocuSigned by:



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Jeffrey V. Smith

County Executive

Date: 1/13/2021

CITY OF SUNNYVALE

DocuSigned by:



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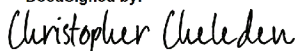
Kent Steffens

City Manager

Date: 1/13/2021

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:



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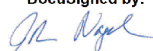
Christopher Cheleden

Lead Deputy County Counsel

Date: 1/12/2021

APPROVED AS TO FORM:

DocuSigned by:



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John A. Nagel

City Attorney

Date: 1/12/2021

EXHIBIT A - PROGRAM DESCRIPTION

The County provides the following services and program organization in operating the Program.

1) Support Request Line and Program Coordination Component.

- a) The County will provide staff or contractors to receive requests for assistance from cases, contacts, medical providers, cities' emergency operations centers, and Public Health unit and community-based organizations (CBOs) via telephone or email. The Program's "call center" would be available seven days a week from 8 am to 5 pm. Voice messages or emails received after hours would be responded to the following day. Resource Coordinators would be assigned to the Support Request Line and would assess cases and contacts for needs and arrange for the services described below. For jurisdictions participating in the motel component only, the Support Request Line only receives requests for motel assistance.
- b) The Resource Coordinators would also be responsible for arranging access to other services including, but not limited to, childcare, elder care, in-home support services, and emergency, urgent, and/or ongoing healthcare services.
 - i) Resource Coordinators would ensure that (eligible) cases or contacts would be able to access or sign up for General Assistance, CalWORKs, Medi-Cal, CalFresh, or other benefit programs administered by the County. The Resource Coordinators cannot authorize these benefits directly, but the County's Department of Employment and Benefit Services has assigned an Eligibility Supervisor to: (1) receive referrals directly from Resource Coordinators; (2) immediately contact the case or contact to help them apply for the appropriate program; and (3) when appropriate, approve the applications for assistance.
 - ii) For workers who need additional assistance understanding or accessing resources provided through the California Employment Development Department (EDD), such as unemployment insurance, Resource Coordinators would make a connection to the County's COVID-19 Assistance Navigation Hotline (CAN-19 Hotline). The CAN-19 Hotline assists in English, Spanish, Vietnamese and Mandarin.
- c) The team and manager assigned to the Support Request Line would also be responsible for coordinating with the Public Health Special Investigations Group (SIG) and CITC to ensure that all teams are aware of and can take appropriate actions for each case and contact. Continuous coordination with SIG and CITC will be necessary because there may be a lag between the time when SIG or CITC become aware of a case or contact and the time when a case or contact or their medical provider reaches out for assistance. The manager of the team would also be responsible for data collection for reports to the County Administration and participating cities.

- 2) **At-Home Support Component.** Even individuals or families who have adequate home settings may need assistance including the following services. These services are arranged by Resource Coordinators as described in the section above. Participating jurisdictions would be responsible for the direct costs of services or goods provided to their residents and a portion of the costs for the Resource Coordinators based on utilization in the month.
- a) Transportation to/from medically necessary appointments;
 - b) Up to three meals per day and/or groceries;
 - c) Medical screening and connection to medical services; and
 - d) Weekly laundry services for linens and personal clothing; and,
 - e) Brief case management services to help individuals apply for benefits (e.g., unemployment insurance, CalFresh) and other services.
- 3) **Motel Component.** Some individuals and/or family members may be placed at a motel to isolate or quarantine until they are cleared to return to their home (including a congregate care setting). The motel component includes the following:
- a) **Placement Team:** Resource Coordinators or a team dedicated to the Motel Component would coordinate placement at one or more motels for cases or contacts who cannot remain at home or do not have a home. The placement team also screens potential participants for medical conditions that would prevent them from safely residing in a motel. The placement team serves all participating jurisdictions, thus the costs are shared on a pro rata basis by participating cities and the County based on the percentage of room nights used by a jurisdiction's residents in a given month.
 - b) **Motel and Onsite Services:** In addition to typical motel management staff and services, County staff or contractors onsite to oversee contracted security and coordinate or provide services such as, food, laundry services and brief case management services. Jurisdictions would be responsible for the direct cost of services for their residents (e.g., motel rate plus tax, food, transportation, repairs and maintenance and laundry services). Jurisdictions would also be responsible for the pro rata share of such shared costs based on the percentage of room nights at a particular motel site serving a jurisdiction's residents. Shared costs include, but are not limited to, case management services and security.
 - c) **Medical Team.** A medical team is assigned to support individuals and families temporarily residing in the motels. The team serves all of the motels and all persons who are currently residing in the motel, Jurisdictions would also be responsible for the pro rata share of such shared costs based on the percentage of room nights at a particular motel site serving a jurisdiction's residents.

- 4) **Rental and Financial Assistance Component.** If there is a documented need, cases and contacts would be eligible for rental and financial assistance up to \$5,000. The rental and financial assistance is limited to households earning 80% or less of the Area Median Income (AMI) adjusted for household size. This service is intended to assist Cases or Contacts who will not have any source of income if they isolate or quarantine. By providing this service, asymptomatic residents would more likely stay away from work or other essential activities during their isolation or quarantine periods. Participating jurisdictions would be responsible for the cost of the assistance provided to their residents (e.g., the amount of rental or financial assistance and the cost to overnight checks) and the administrative costs from contractors or services used to disburse payments. Typically, the administrative costs are percentage of disbursed amounts.