

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 2022 (“**Effective Date**”), by and between the CITY OF ALAMEDA, and The Village of Love Foundation, a non-profit corporation, whose address is 490 43rd Street, Oakland, CA 94609, (hereinafter "Provider"), is made with reference to the following:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Homeless street outreach. City staff issued an RFP/RFQ on May 5, 2022 and after a submittal period of twenty-seven (27) days received two (2) of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. The City and Provider desire to enter into an agreement for homeless street outreach, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the 1st day of October 2022, and shall terminate on the 30th day of September 2023, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for this Agreement shall not exceed **\$150,000**. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney’s fees and costs of litigation (“Claims”), arising from or in any manner connected to Provider’s performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct 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.

b. As to Claims for professional liability only, Provider’s obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider’s obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4) Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.



Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each occurrence

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto

Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the

services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Community Development Department
950 West Mall Square, Room 205
Alameda, CA 94501
ATTENTION: Lois Butler
Ph: (510) 747-6894

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

The Village of Love Foundation
490 43rd Street
Oakland, CA 94609
ATTN: Joey Harrison, Executive Director
Ph: (510) 313-1794

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Community Development Department
950 West Mall Square, Room 205
Alameda, CA 94501
ATTENTION: Danielle Sullivan
Ph: (510) 747-6898 / dsullivan@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following

information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section. [See Certification of Compliance attached.]

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda

which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

28. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

29. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

THE VILLAGE OF LOVE FOUNDATION
a non-profit corporation

DocuSigned by:
Joey Harrison
E2428FBCBA354AC...

Joey Harrison
Executive Director

CITY OF ALAMEDA
a municipal corporation

Nancy Bronstein
Interim City Manager

DocuSigned by:
Jerri Forriest
A3B3A3BD28A34C0...

Jerri Forriest
Director of Operations

RECOMMENDED FOR APPROVAL

DocuSigned by:
Lisa Maxwell
03D4CD3886B6458...

Lisa Maxwell
Community Development Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:
Len Aslanian
765D25E39B18464...

Len Aslanian
Assistant City Attorney

Certification of Compliance With the City of Alameda's Vaccination Requirement

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

THE VILLAGE OF LOVE FOUNDATION

8/10/2022
Date: _____

DocuSigned by:


E2428FBCBA354AC

By: Joey Harrison

Its: Executive Director

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

EXHIBIT A

**City of Alameda
Community Development Department
Provider Scope of Work**

PROVIDER: The Village of Love Foundation (VOLF)

PROGRAM: Homeless Outreach Team

CLIENTS TO BE SERVED: Minimum of 30 duplicated homeless clients per week

HOURS TO BE SERVED: Minimum of 20 hours per week of direct client contact by a team of two Outreach Workers

CONTRACT AMOUNT: \$150,000

CONTRACT PERIOD: October 1, 2022 – September 30, 2023

SCOPE OF WORK:

I. Definitions

Mobile Outreach: defined as a service delivered at sites and spaces where people experiencing homelessness are located. This may include encampments, parking lots, bridge underpass, tunnel entrances, parks, sidewalks, FEMA trailer site, and other locations in the community. Mobile Outreach aims to establish supportive relationships and trust with homeless individuals through visits by the Homeless Outreach Team and offering services and resources to end homelessness, inclusive of basic necessities to reduce harm and maintain wellbeing offered while individuals are living on the streets.

Harm Reduction Outreach: defined as an activity that promotes and addresses client and community safety and wellness in the form of distribution of food, hygiene, blankets and similar items. Harm Reduction Outreach includes building relationships with clients, conducting intakes and providing opportunities for further case management. Activity occurs primarily in the field but will also consist of maintenance of “drop-in hours” for basic supplies and for clients unable to be reached in the field that week. This activity will be tracked by number of duplicated contacts per month.

Case Management: defined as an activity that guides, supports, and provides options for further services for individuals with focus on housing goals and assistance with navigating the systems for achieving positive housing outcomes. Case Management includes assessment, referrals, navigation, advocacy, and HMIS entry. Active case management clients will be defined as those who have had at least one face-to-face engagement with the program no less than one time during

a 90-day period. Case Management will take place in the field, also called “street based,” and in the VOLF offices, also called “office based,” defined as follows:

- *Street-Based Case Management* is for those most vulnerable, unable, unwilling, or otherwise not engaged in office-based services. Service will be provided in the field where clients are located.
- *Office-Based Case Management* will focus on supporting clients’ housing goals and offer assistance with navigating the systems for achieving positive housing outcomes provided at VOLF offices.

Postings: defined as an activity initiated by and driven by the City of Alameda or its designee for posting sites for future abatement. Activities include building relationship with clients, conducting intakes, and providing opportunities for further case management.

II. Services to be Provided

PROVIDER shall provide mobile outreach and case management services to a minimum of 30 duplicated homeless individuals and families per week in the City of Alameda. Services will be conducted by a Homeless Outreach Team comprised of two Outreach Workers. A minimum of 40 hours per week, 7 days a week, of services will be provided. The hours of operation are broken down as approximately 36 hours a week of Street-Based and 4 hours a week of Office-Based services.

The Village of Love Foundation Homeless Outreach Team, in the City of Alameda, shall employ two (2) Homeless Outreach Team members working seven (7) days per week, between the hours of 9am-5:30pm. They will each work 4-hour shifts, Monday-Friday, and an 8-hour shift on Saturday and Sunday.

Homeless Outreach Team Daily Schedule (Monday-Sunday, 9am-5:30pm)

9am - 12pm - Visit encampments and hotspot areas, throughout the City of Alameda (Building relationships, making consistent contact, bringing supplies, offering services)

12pm - 4pm - Offering transportation for the unsheltered, providing checkups on encampments and hotspot areas and providing one on one counseling in the field

4pm -5:30pm - In Office - Paperwork, recording data collected during outreach, follow up

Mobile Outreach services provided to clients will include the following:

- a. Harm Reduction Outreach
 - Deliver Harm Reduction Outreach services primarily in the field where the clients are located as well as maintain “drop-in hours” for basic supplies for clients not able to be reached in the field that week.

- Operate in the field on agreed upon days or as otherwise requested by the City of Alameda. Typical shifts are between the hours of 9:00 a.m. – 5:00 p.m.
- Utilize an outreach vehicle and visit encampments and homeless individuals.
- Harm Reduction field operation services that will be provided to clients include the following:
 - i. Responding to client's priority felt need or emergency situations – food, health, income, transportation, etc.
 - ii. Utilizing harm reduction and motivational interviewing skills to build trust and engage clients around priority felt and basic needs or emergency situations – food, health, income, transportation, etc.
 - iii. Providing cleaning materials (gloves, garbage bags, etc.) to encourage and support light clean up around sites to maintain health and welfare of encampments and the surrounding community.
 - iv. Developing rapport and building an ongoing relationship with clients via regular and consistent contact.
 - v. Establishing communication links with and for clients – phone/cell phone, mailing address, e-mail, meeting locations, social support contacts.
 - vi. Providing psychological/emotional preparation and support for clients around obtaining housing – realistic expectations of wait times, realistic expectations of housing options within budget, benefits and challenges of living with others, remaining hopeful, addressing fears/ambivalence of being housed, addressing unhealthy coping skills/street behavior that could disrupt housing, tenant obligations, conflict resolution preparation, etc.

b. Linkages

- Help link clients with clinical care management and other service resources as needed and desired.
- Help link clients with housing resource centers, housing navigation services, and interim or bridge housing resources, as desired and available, with the goal of helping individuals move from unsheltered to sheltered situations.
- Help link clients with public benefits, including income supports and health insurance.
- Help link clients with appropriate health care services – primary care, behavioral health, dental, etc. – based on their expressed needs and priorities.
- Help link clients with appropriate legal resources – homeless caring court, record expungement services, and probation housing resources.
- Provide transportation assistance in the form of bus tickets or via cab or companion public transportation to assist clients in making linkages to benefits and services.
- Accompany clients to appointments, as needed, to obtain benefits and services.

c. Case Management: Street-Based and Office-Based

- Provide primarily Street-Based, as opposed to Office-Based, Case Management services to clients that may move among various programs and locations.
 - Street-Based case management will take place almost exclusively in the field and may occur whenever Case Managers are in the field. Street-Based case management will include all components of outreach described within this PROVIDER Scope of Work.
 - Office-Based Case Management will focus on housing goals and assistance with navigating the systems for achieving positive housing outcomes provided from the PROVIDER'S central offices on a drop-in or appointment basis. Office-Based Case Management will include all components of outreach described within this PROVIDER Scope of Work.
- Engage clients in services focused on fulfilling housing goals and support clients in achieving positive housing outcomes.
- Assess client needs, make relevant referrals, provide support in navigating various systems, connect clients with various resources, and advocate for addressing client needs.
- One face-to-face engagement/interactions no less than one time during a 90-day period will constitute an active client.

d. Housing Preparation Work

- Assess clients to address housing histories and barriers – positive references, credit history, rental history and prior convictions, criminal history, registered sex offender status, outstanding debts, and outstanding warrants. Use housing history to inform preparation work, complete early to avoid surprises.
- Get to know members or potential members of the client's household including pets and companion animals.
- Assess for potential to reconnect with family/friends for housing.
- Assess eligibility for permanent housing resources - deposit/move-in financial assistance, rapid re-housing, affordable housing, and permanent supportive housing.
- Assess the client's financial and resources situation and potential budget for housing – help with income and benefits acquisition, develop plan to help fund move-in costs.
- Help clients create tenant resumes – gather appropriate documentation including I.D., SS cards, proof of citizenship, child custody, and other key information to use on housing applications.
- Coordinate and support client intake in HMIS.
- Help identify and refer Home Stretch eligible clients to the Home Stretch registry.

e. Postings/Clean-Up

- Outreach team will provide for postings as designed by the City of Alameda.
- Provide cleaning materials (bags, instructions, encouragement) for residents to maintain clean sites, dispose of garbage.

- Engage residents in Harm Reduction Outreach, including providing needed items, as available, and case management, as needed.
- Record information about individuals at encampment sites in HMIS.

f. Coordinated Outreach for Unsheltered Homeless Individuals

- Actively participate in the City's Homeless Outreach Team (HOT)/Collaboration Advancing Resources, Efforts, and Supports (CARES) for Alameda's Homeless and its activities, including, but not limited to, the following:
 - Attending regular meetings
 - Serving on workgroups and subcommittees
 - Participating in the Dine and Connect planning meetings
 - Conducting outreach to promote the Dine and Connect dinners and provide access for clients to participate
 - Participating in the planning and implementation of Alameda's Homeless Emergency Aid Program activities
- Serve as a core member of the Coordinated Outreach Team, which will focus on client case conferencing, service coordination with other providers, and response coordination to support clients. Activities include, but are not limited to, the following:
 - Attending regular case conferencing meetings
 - Conducting Street-Based outreach
 - Conducting welfare checks to individuals as requested by the City
 - Coordinating intervention response with Coordinated Outreach Team members
- Collaborate and coordinate with the Housing Resource Center.
- Administer follow-up surveys to help improve service delivery and program effectiveness of the City of Alameda's Coordinated Outreach program.
- Ensure timely submission of monthly, annual, and other reports as requested by the City of Alameda.
 - Submit monthly reports by the 10th of the month for services provided the prior month.
 - Submit a final narrative report 15 days after the completion of the contract.

III. **Program Evaluation and Reporting Requirements**

- As a provider of services or housing to homeless and at-risk households in Alameda, PROVIDER shall participate in the system-wide Initiative to Measure Success and Report Outcomes.
- PROVIDER shall collect required information on clients and services provided and enter data into the Alameda County HMIS system or, if exempted from participation, training and technical assistance will be provided to utilize the system.
- At minimum, PROVIDER shall submit in its monthly report the following metrics:
 - Number of unsheltered clients served as extracted in HMIS.
 - Number of new, unsheltered individuals entered in HMIS during the reporting period.

- Description of services provided and number of people receiving services.
- Changes in the number of unsheltered individuals engaged weekly with local service providers.
- PROVIDER shall use boilerplate reports from the County HMIS system to track and report on outcomes adopted for the Initiative. These boilerplate reports will be modified from time to time as outcomes expectations or reporting requirements are adjusted.
- PROVIDER shall receive periodic system-level and collaboration processes, which may include, but not limited to:
 - Homestretch/Coordinated Entry Processes
 - Collaborative meetings with the City of Alameda and any other community partners as requested by City staff

The Village of Love Response Alameda Outreach Proposed Budget						
Personnel Expenses:	Pay Rates	Pay Break Allocation	Holiday Pay @ 1 1/2 X Pay Rate x 6 Holidays	Total Pay Before Taxes/Fees	Payroll Taxes/Fees @ 25%	Total Budget
Outreach Attendant	\$23.50	per hour X 28 hrs/week X 52 weeks	\$792.00	\$35,008.00	\$8,752.00	\$43,760.00
Outreach Attendant	\$23.50	per hour X 28 hrs/week X 52 weeks	\$792.00	\$35,008.00	\$8,752.00	\$43,760.00
Total Personnel Expenses			\$1,584.00	\$70,016.00	\$17,504.00	\$87,520.00
Insurance Expenses:						
Workers Comp		\$1275 @ 2 Employees				\$2,550.00
Medical Insurance		\$23,110 @ 2 Employees				\$46,200.00
				Total Insurance Expenses:		\$48,750.00
Other Program Expenses:						
Uniforms for Employees		2 EA per EE @ \$60 ea	\$120 X 2 Employees			\$240.00
Supplies		\$65/Week X 52 Weeks				\$3,380.00
Transportaion/Gas/Maintenance		\$250 per Month				\$3,000.00
				Total Other Program Expenses:		\$6,620.00
				Total Personnel Expenses		\$87,520.00
				Total Insurance Expenses:		\$48,750.00
				Total Other Program Expenses:		\$6,620.00
				4.9% Indirect Cost		\$7,001.61
				Total Proposed Budget For Homeless Outreach Team		\$149,891.61

EXHIBIT C

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, 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

This program must consider cultural and linguistic competency, racial equity, gender inclusivity,

and other intersecting factors in addressing the needs of 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. Proposers must demonstrate the capacity to accommodate special populations within the proposer's general population (i.e., youth, LGBT, disabled clients, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement, to policy implementation, and to service delivery procedures and philosophies. The Safe Parking Program 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.

POLICY NUMBER: CPS7598582

COMMERCIAL GENERAL LIABILITY
CG 20 12 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS, COMMISSIONS, OFFICIALS, EMPLOYEES, AND
VOLUNTEERS 950 W MALL SQUARE ALAMEDA CA 94501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Progressive
P.O. Box 94739
Cleveland, OH 44101

1-800-895-2886



Policy number: 00646609-0

Underwritten by:
Progressive Express Ins
June 23, 2022
Page 1 of 2

Certificate of Insurance

Certificate Holder

Additional Insured
THE CITY OF ALAMEDA
2263 SANTA CLARA AVENUE
ALAMEDA, CA 94501

Insured

THE VILLAGE OF LOVE
FOUNDATION
490 43RD ST
ALAMEDA, CA 94501

Agent/Surplus Lines Broker

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 23, 2022

Policy Expiration Date: Dec 23, 2022

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2008 FORD E350 SUPER DUTY 1FDWE35L08DA26355

Stated Amount \$20,000

Medical Payments	\$5,000
Comprehensive	\$500 Ded
Collision	\$500 w/Waiver Ded
Rental Reimbursement	\$50 Per Day (\$1500 Max)

2007 HONDA ODYSSEY 5FNRL38787B104460

Medical Payments	\$5,000
Comprehensive	\$500 Ded
Collision	\$500 w/Waiver Ded
Rental Reimbursement	\$50 Per Day (\$1500 Max)
Roadside Assistance	Selected

2012 CHEVROLET IMPALA 2G1WG5E38C1290236

Medical Payments	\$5,000
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Policy number: 00646609-0

Page 2 of 2

Comprehensive	\$500 Ded
Collision	\$500 w/Waiver Ded
Rental Reimbursement	\$50 Per Day (\$1500 Max)
Roadside Assistance	Selected

Certificate number

17422A10609

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



Form 5241 (10/02)