



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(408) 454-4066 FAX: (408) 454-4770
TDD: (408) 454-4123

May 24, 1999

AGENDA: June 15, 1999

Board of Supervisors
Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95060

RE: Approval of Mental Health Contract for Continued Access to Housing Units in Santa Cruz

Dear Members of the Board:

For the past eight years, adult clients of Community Mental Health have resided in State financed housing units located on Jessie Street in the city of Santa Cruz.

Until several months ago, the Jessie Street housing facility was managed by Housing for Independent People, Inc.; a San Jose based non-profit agency. Effective March 1, 1999, the State awarded the management of the Jessie Street property to the Mid-Peninsula Housing Management Corporation of Redwood City. Mental Health is proposing to contract with Mid-Peninsula Housing Management Corporation to reserve five units of the housing for adults with psychiatric disabilities which are currently provided to Santa Cruz residents in cooperation with Mental Health Services. The final contract would be conditional on State Department of Housing approval which would follow your Board's action.

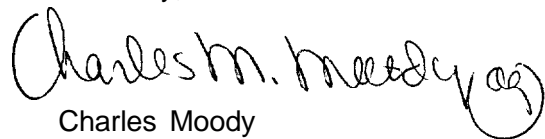
This contract provides for a rent subsidy to assure affordable rents for persons on Social Security Disability benefits. Mid-Peninsula has increased rents to pay for substantial repairs from water damage and to improve the units. A variety of mechanisms are being studied within Mental Health Services to finance this rent subsidy in future fiscal years. Approval of the contract is important to pay for these subsidies for fiscal year 98-99. The costs of the contract are currently funded in the 1998/99 Mental Health

budget and will require no additional contribution of County general funds. This type of housing is an essential component of the continuum of care for mental health clients. The availability of existing affordable units to mental health clients is an important factor in reducing the number of clients requiring more intensive (and expensive) levels of care. To this end, the Health Services Agency will consult with the Redevelopment Agency and report back on ongoing financing options for these kinds of programs.

It is, therefore, RECOMMENDED that your Board:

1. Approve the attached agreement with Mid-Peninsula Housing Management Corporation (Budget Index 363149, Subobject 4616) in the amount of \$3,500 retroactive to March 1, 1999, and authorize the Health Services Administrator to sign.
2. Direct the Health Services Agency Administrator to work with the Redevelopment Agency and other departments as appropriate and report back on September 21, 1999, with recommendations for ongoing financing of these housing subsidies.

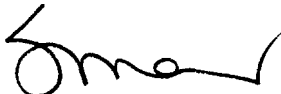
Sincerely,



Charles Moody
Health Services Administrator

CM: PS:ep
Attachments

RECOMMENDED



Susan Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
County Counsel
HSA Administration
Community Mental Health
Redevelopment Agency

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

000243

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)
Charles M. Moody (Signature) 5/27/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- 1. Said agreement is between the County of Santa Cruz (Community Mental Health) (Agency) 658 Bair Island Road, Ste. 300 and Mid-Peninsula Housing Management Corp., Redwood City, CA 94063 (Name & Address)
2. The agreement will provide adult Mental Health clients with access to housing units at 314 Jessie Street, Santa Cruz.
3. The agreement is needed to provide the above.
4. Period of the agreement is from March 1, 1999 to June 30, 1999
5. Anticipated cost is \$3,500 through June 30, 1999. (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Auditor: This is a new contract to be added to the 1999/2000 Continuing Agreements List as a Section I.
7. Appropriations are budgeted in 363149 (Index#) 4616 (Subject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. COSTBD 081853 Date 5/27/99
GARY A. KNUTSON Auditor, Controller
By Ronald J. Aiken Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Administrator to execute the same on behalf of the

HEALTH SERVICES (Agency).

County Administrative Officer

Remarks: 44 (Analyst) By [Signature] Date 5/28/99
Agreement approved as to form. Date

Distribution: Bd. of Supv. - White Auditor-Controller - Blue County Counsel - Green Co. Admin. Officer - Canary Auditor-Controller - Pink Originating Dept. - Goldenrod
*To Orig. Dept. if rejected.
ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss
I ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on
County Administrative Officer
19 BY Deputy Clerk

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Contract No.	CO8TBD
Index No.	363149
Subobject.	4616

**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
INDEPENDENT CONTRACTOR AGREEMENT**

This CONTRACT is effective this **1st day of March, 1999**, by and between the **County of Santa Cruz**, hereinafter called **COUNTY**, and **Mid-Peninsula Housing Management Corporation**, hereinafter called **CONTRACTOR**. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

CONTRACTOR shall reserve five (5) SRO housing units located on its property at 314 Jessie Street in Santa Cruz for adult clients of the COUNTY'S mental health system. A sixth unit will be reserved upon completion of rebuilding by CONTRACTOR of a property manager's unit.

2. COMPENSATION: In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as shown on Attachment A, Rent Differential Payments and County Obligation.

CONTRACTOR shall bill COUNTY on a quarterly basis in advance in a manner specified by COUNTY. Claims shall be sent to Paul Bellina, Community Mental Health, P.O. Box 962, Santa Cruz, CA 95061.

3. TERM. The term of this Agreement shall be from **March 1, 1999** until terminated by either party in accordance with Paragraph #4.
4. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving sixty (60) days written notice to the other party. In the event of early termination, CONTRACTOR shall be paid for all services performed prior to the effective date of termination.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY, which for the purpose of paragraphs 5 and 6 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property to the extent directly resulting from the negligence or willful misconduct of CONTRACTOR in connection with CONTRACTOR'S performance under the terms of this contract, including but not

limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.

- b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding, but excluding any sales tax, if any, included on CONTRACTOR invoices to the COUNTY, which shall be paid by the COUNTY).

6. INSURANCE.

- a. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s):

(1) Types of Insurance and Limits of Liability

- (a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.
 - (b) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
 - (c) Comprehensive or Commercial General Liability Insurance coverage in the amount of \$3,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) property damage, (d) contractual liability, and (e) cross-liability.
- b. If CONTRACTOR utilizes subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTOR'S Insurance as to each subcontractor or otherwise provide evidence of insurance **coverage** for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

(2) Other Insurance Provisions

- (a) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) **years** after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably

affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- (b) All required Automobile and Comprehensive or Commercial General Liability Insurance shall provide the following:

"The County of Santa Cruz, its officials, employees, and volunteers are added as an additional insured as respects their vicarious liability arising from the operations and activities of, or on behalf of, the CONTRACTOR performed under Agreement with the County of Santa Cruz".

Such insurance coverage shall be primary coverage as respects COUNTY but only for claims arising solely from the CONTRACTOR'S provision of services hereunder.

- (c) CONTRACTOR agrees to provide Certificates of Insurance for all required coverage to: Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061 on or before the effective date of this Agreement

All required Certificates of Insurance shall show the following:

This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

a. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, mental or physical disability, medical condition (cancer related), marital status, gender, pregnancy, sexual orientation, age (over 18), veteran status or any other nonmerit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to 'post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

"Discriminate, Discrimination or Discriminatory" - shall mean any act, policy or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's age (over 18), race, color, creed, religion, national origin, ancestry, mental or physical disability, marital status, pregnancy, gender, or sexual orientation. "Discrimination" includes the assertion of an otherwise valid reason for action as a subterfuge or pretext for prohibited discrimination.

b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, mental or physical disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 18), veteran status, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the gender, race, disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7.b. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,008 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST; The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentality's, tools, and workplace; (f) The length of time for which CONTRACTOR is

engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is, in fact, an independent contractor.

- 9. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.
- 10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 12. ATTACHMENTS. This Agreement includes the following attachments: Attachment A – Rent Differential Payments; Attachment B – Provision of Services.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

Charles Moody
Health Services Administrator



Eric Olson, Deputy Director
Mid-Peninsula Housing Management Corporation
658 Bair Island Road, Suite 300
Redwood City, CA 94063



357

Approved as to Insurances

Janet McKinley
Risk Management Division Chief

5-14-99
Date

Approved as to Form:

[Signature]
Assistant County Counsel

5.20.99
Date

Distribution:

- County Administrative Officer
- Auditor-Controller
- County Counsel
- Risk Management
- Health Services Agency
- Community Mental Health
- Contractor

**Rent Differential Payments
 and County Obligation**

CONTRACTOR shall initially reserve five (5) SRO units for adult clients of the COUNTY'S Mental Health system at 314 Jessie Street, Santa Cruz. For the first eight months beginning with the effective date of this Agreement (i.e., March 1, 1999), rent for **each** unit shall be \$600 per month and each client shall pay CONTRACTOR \$441 per month per unit.

COUNTY shall pay the difference of \$159 per month per unit to CONTRACTOR. COUNTY payment shall be offset by the amount of Section 8 assistance received by CONTRACTOR for any and all of the reserved units. Section 8 assistance equals \$296 per month per unit,

For the first eight months of this Agreement (i.e. 03/01/99 through, 10/31/99), monthly rent differential payments and maximum COUNTY obligations are as follows:

5 units @ \$600/month	\$3,000
Rents paid by tenants (5 X \$441)	(2,205)
No Section 8 payments	0
Maximum COUNTY obligation	<u>\$795</u>
5 units @ \$600/month	\$3,000
Rents paid by tenants (5 X \$441)	(2,205)
Section 8 payment for 1 unit	(296)
Maximum COUNTY obligation	<u>\$499</u>
5 units @\$600/month	\$3,000
Rents paid by tenants (5 X \$441)	(2,205)
Section 8 payments for 2 units	(592)
Maximum COUNTY obligation	<u>\$203</u>
5 units @\$600/month	\$3,000
Rents paid by tenants (5 X \$441)	(2,205)
Section 8 payments for 3 or more units	(888)
Maximum COUNTY obligation	<u>0</u>

Once a sixth SRO unit is reserved for COUNTY, monthly rent differential payments and maximum COUNTY obligations shall be as follows:

6 units @\$600/month	\$3,600
Rents paid by tenants (6 X \$441)	(2,646)
No Section 8 payments	0
Maximum COUNTY obligation	<u>\$954</u>

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6 units @\$600/month	\$3,600
Rents paid by tenants (6 X \$441)	(2,646)
Section 8 payment for 1 unit	(296)
Maximum COUNTY obligation	<u>\$658</u>
6 units @\$600/month	\$3,600
Rents paid by tenants (6 X \$441)	(2,646)
Section 8 payments for 2 units	(592)
Maximum COUNTY obligation	<u>\$362</u>
6 units @\$600/month	\$3,600
Rents paid by tenants (6 X \$441)	(2,646)
Section 8 payments for 3 units	(888)
Maximum COUNTY obligation	<u>\$66</u>
6 units @\$600/month	\$3,600
Rents paid by tenants (6 X \$441)	(2,646)
Section 8 payments for 4 or more units	(1,184)
Maximum COUNTY obligation	<u>0</u>

As necessary, this Agreement will be amended to account for changes in 1) monthly unit rents, 2) monthly client share of rent, and 3) monthly COUNTY rent differential payments and obligations. At minimum, future amendments will consist of updating financial changes on this Attachment A. These changes will be effective November 1 of each year.

**Rent Differential Payments
 and County Obligation**

CONTRACTOR shall initially reserve five (5) SRO units for adult clients of the COUNTY'S Mental Health system at 314 Jessie Street, Santa Cruz. For the first eight months beginning with the effective date of this Agreement (i.e., March 1, 1999), rent for each unit shall be \$600 per month and each client shall pay CONTRACTOR \$441 per month per unit.

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Rents paid by tenants (6 X \$441)	(2,646)
Section 8 payments for 2 units	(592)
Maximum COUNTY obligation	<u>\$362</u>
6 units @\$600/month	\$3,600
Rents paid by tenants (6 X \$441)	(2,646)
Section 8 payments for 3 units	(888)
Maximum COUNTY obligation	<u>\$66</u>
6 units @\$600/month	\$3,600
Rents paid by tenants (6 X \$441)	(2,646)
Section 8 payments for 4 or more units	(1,184)
Maximum COUNTY obligation	<u>0</u>

As necessary, this Agreement will be amended to account for changes in 1) monthly unit rents, 2) monthly client share of rent, and 3) monthly COUNTY rent differential payments and obligations. At minimum, future amendments will consist of updating financial changes on this Attachment A. These changes will be effective November 1 of each year.

Provision of Services

The Mid-Peninsula Housing Management Corporation (MPHMC) and the Santa Cruz Health Services Agency, Community Mental Health Division (CMH) will collaborate in providing services at 314 Jessie Street, Santa Cruz that will help single adults with psychiatric disabilities, who are homeless or at risk of homelessness, achieve housing stability in the community. These two agencies will ensure that an integrated services team model is utilized to serve clients in the most comprehensive manner possible.

MPHMC is charged with all aspects of property management and landlord-tenant issues. Duties will include but are not limited to the following:

- Collect rent and administer **accounts**.
- Manage tenant lease violations including notices and evictions **and** enforce the housing rules, regulations, policies and procedures. MPHMC will notify CMH of residents who are delinquent in their rent or who have exhibited behavioral problems in violation of their lease agreement.
- Maintain and repair building and equipment.
- Perform periodic inspection of units in collaboration with CMH staff.
- Provide CMH staff with reasonable access to MPHMC file information for statistical reporting requirements and to review violation actions.
- If dissatisfied with the response of an assigned CMH case manager, MPHMC will first contact the case manager, and if not satisfied, the case manager's supervisor.
- Process applications of clients referred by CMH. Preference will be given to existing SRO tenants who are currently CMH clients.

CMH will provide direct services as well as linkages and brokerage of other appropriate services as needed, which will include but not be limited to:

- Provide case management services for up to six mental health clients residing at 314 Jessie Street, Santa Cruz.
- In the event of vacant units, will perform outreach and verify eligibility of prospective tenants with regard to diagnosis of mental illness, capability to live independently, and willingness to receive services and work with assigned case manager. CMH will then refer prospective tenants to MPHMC.
- If a unit is ready for occupancy and CMH is unable after seven days to provide a tenant, CMH agrees to utilize flex funds to pay rent costs until a tenant is found.

- Arrange for hospitalization, acute residential treatment or respite care as needed.
- Coordinate practical support that will enable residents to maintain good housekeeping standards, meet all eligibility, and lease requirements.
- Advocate on behalf of residents with various mental health, medical and social service providers and entitlement programs as needed.
- Facilitate regular meetings with residents (minimally every 60 days).
- Assist residents in developing and participating in social and recreational activities.
- Arrange for in-service education programs on topics as needed by residents (e.g., appliance usage, timely rent payment, budgeting, transportation, use of community resources, etc.).
- Work with MPHMC to mediate conflicts between residents.
- Schedule regular meetings with MPHMC staff to discuss resident issues and concerns and formulate strategies for needed interventions.
- Provide outreach to all residents of units reserved for CMH clients at 314 Jessie Street. Outreach shall occur, at a minimum, once a month per CMH client or more if client is delinquent on rent payment or is exhibiting behaviors in violation of lease agreement.
- Should a mental health tenant be in default with regard to monthly rent payments, prior to proceeding with eviction in accordance with MPHMC procedures, CMH shall have the opportunity to pay and bring current all rent due by tenant. If CMH chooses not to do so, the CMH Housing Coordinator will notify MPHMC who will then proceed with tenant eviction.
- Assist residents in locating alternative, appropriate housing if they choose to leave or are evicted from 314 Jessie Street.
- Provide MPHMC with names and telephone numbers of case management staff, Mental Health supervisors and Program Manager responsible for housing.
- Provide information to MPHMC about vacation, holiday and other arranged absences of staff scheduled for 314 Jessie Street.
- Respond in a timely manner to all routine requests for information and/or assistance.
- Provide MPHMC with access to emergency response through the Dominican Behavioral Health Unit (DBHU).