

Meeting Date: 6/25/2013

Report Type: Consent

Report ID: 2013-00525

Title: Agreement: Senior Housing Assistance Program

Location: Citywide

Issue: The proposed agreement between the City and Sacramento County’s Department of Health and Human Services, Adult Protective Services Division will provide transitionally-housed and homeless seniors with access to safe and affordable housing through a service link with the City’s Older Adult Services section. Funding for this program will be provided by the Ethel MacLeod Hart Trust Fund.

Recommendation: Pass a Motion authorizing the City Manager or his designee to execute an agreement with the County of Sacramento’s Department of Health and Human Services in an amount not to exceed \$50,000 to provide near-homeless and homeless seniors with assistance needed to secure stable housing.

Contact: Sylvia Fort, Recreation Manager, (916) 808-8381; Elizabeth Anderson, Operations Manager, (916) 808-6076; James L. Combs, Director, (916) 808-8526, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Older Adult Services

Dept ID: 19001711

Attachments:

1-Description/Analysis

2-Background

3-Agreement (Senior Housing Program)

City Attorney Review

Approved as to Form
Sheryl Patterson
6/11/2013 4:12:25 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Janelle Gray
6/5/2013 9:44:47 AM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 6/10/2013 4:48:31 PM

Description/Analysis

Policy Considerations: The City of Sacramento is committed to sustaining the health and safety of its residents, labor force, and visitors and recognizes its importance in achieving its vision as the most livable city in the nation. Protection from the risks of natural and man-made hazards, crime, and disease are essential in establishing a sense of well-being for residents and important considerations in attracting new businesses to the city that will provide quality jobs.

Economic Impacts: The economic advantage of assisting seniors with permanent housing solutions is realized by both the City and County through decreased expenditures related to providing emergency shelter and public safety assistance for at risk seniors' who are in transitional housing or are homeless.

Environmental Considerations: This agreement does not constitute a project under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.

Sustainability: This program has been reviewed to ensure its consistency with the goals, policies, and targets of the City's Sustainability Master Plan (SMP).

Commission/Committee Action: None.

Rationale for Recommendation: By providing a senior housing assistance program within the city limits, seniors who are homeless or at risk for homelessness will be transitioned into suitable, long-term housing, thereby reducing homelessness in Sacramento.

Financial Considerations: The cost of implementing the pilot program in the first year was less than \$28,500. The second year is expected to cost less than \$50,000 and ends on June 30, 2013. The proposed agreement would allow the City to fund an additional \$50,000 in Fiscal Year 2013-14 through funding provided by the Ethel MacLeod Hart Program (I19120012, Fund 2503).

Emerging Small Business Development (ESBD): Not applicable.

Background

The City and Sacramento County's Health and Human Services Department's Adult Protective Services staff have been working together for over a year on a pilot project to provide housing assistance to seniors.

City staff and others in the community have witnessed a rise in the number of seniors who are homeless or have unstable housing arrangements. These seniors often have numerous and layered financial and health problems and are typically unable to take action to improve their situation without intensive and sustained assistance.

Increasingly, seniors in this situation turn to the Hart Senior Center as a resource. In many instances, homeless seniors simply come to spend time at the Hart Center, making no specific request for help finding housing. What they seek is a refuge from the elements, companionship and a place to spend their days. Other seniors come to the Center specifically for housing assistance. In either case, it is well recognized that help is needed. However, senior center staff are not in the position to provide the sustained assistance and resources required. Seniors without stable housing is of growing concern in Sacramento, not just in midtown and downtown, but in many neighborhoods of the city.

The City's Older Adult Services staff approached Sacramento County's Adult Protective Services office over a year ago with the goal of developing a partnership to address this issue. Since then, a pilot program has been developed and implemented whereby specific Adult Protective Services staff are assigned the responsibility of assisting homeless and near-homeless seniors obtain suitable housing. In addition, financial resources are allocated to address unmet needs such as down payments for apartments and basic items such as bedding and microwave ovens to set up a household.

**AGREEMENT BETWEEN CITY OF SACRAMENTO AND SACRAMENTO COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES, SENIOR AND ADULT
SERVICES DIVISION ADULT PROTECTIVE SERVICES FOR
SENIOR HOMELESS CASE MANAGEMENT PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2013, by and between the **CITY OF SACRAMENTO**, a municipal corporation and charter city in the State of California, hereinafter referred to as "**CITY**," and the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**".

RECITALS

WHEREAS, CITY operates the Hart Senior Center where low income seniors can obtain referrals for services. The Hart Senior Center operation is funded in part from the Ethel MacLeod Hart Trust Fund. **CITY** desired to conduct a pilot project to assist homeless seniors and seniors at risk for homelessness to locate housing in collaboration with the **COUNTY**;

WHEREAS, COUNTY provides Adult Protective Services for seniors and will work with **CITY** to provide senior homeless services for the Senior Homelessness Case Management Project;

WHEREAS, the Senior Homelessness Case Management Project is a three-year pilot project, with **CITY** providing \$50,000 in funding from the Hart Trust Fund each year and the **COUNTY** leverages state and federal funding. **CITY** and **COUNTY** entered into the Senior Homeless Case Management Project Agreement in 2011 and renewed it in 2012. The parties desire to allocate funding for the third year in order to monitor the effectiveness of the Project; and,

WHEREAS, CITY and **COUNTY** desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, **CITY** and **COUNTY** agree as follows:

I. SCOPE OF SERVICES

COUNTY shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective as of July 1, 2013, and shall remain in effect until June 30, 2014, unless sooner terminated pursuant to the provisions of Paragraph **XXI**. Paragraph **XXIV** provides no renewal of this Agreement.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO CITY

Rosanne Bernardy
Hart Senior Center
915 27th Street
Sacramento, CA 95816

TO COUNTY

Sherri Z. Heller
County of Sacramento
Director, DHHS
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES AND PERMITS

COUNTY shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by **COUNTY**. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by **CITY**.

VII. PERFORMANCE STANDARDS

COUNTY shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to **COUNTY'S** services. It is agreed by the parties that **COUNTY**, in the performance of services hereunder, is subject to the control or direction of **CITY** as to the designation and scheduling of tasks to be performed, but not as to the means and methods for accomplishing tasks. **COUNTY** shall retain full responsibility and authority to direct and control

the activities of **COUNTY** staff and any consultants hired by **COUNTY** to perform services for this Agreement.

VIII. STATUS OF CONTRACTOR

- A. It is understood and agreed that **COUNTY** (including its employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. **COUNTY'S** assigned personnel shall be entitled to any benefits payable to employees of **COUNTY**. **COUNTY** is required to make any deductions or withholdings from the compensation payable to **COUNTY** under the provisions of this agreement
- B. If, in the performance of this agreement, any third persons are employed by **COUNTY**, such person shall be entirely and exclusively under the direction, supervision, and control of **COUNTY**. All terms of employment, including hours, working conditions, discipline, or any other terms of employment or requirements of law, shall be determined by **COUNTY** and shall have authority over such persons or the terms of such employment.
- C. It is further understood and agreed that as an employee of **COUNTY**, assigned personnel shall have any and all entitlement as a County employee, right to act on behalf of **COUNTY**, shall be covered by workers' compensation; and shall be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, and entitled to other fringe benefits payable by the **COUNTY** to employees of the **COUNTY**.

IX. CONTRACTOR IDENTIFICATION

COUNTY shall provide the **CITY** with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: **COUNTY'S** name, address, telephone number, employer identification number, and whether dependent health insurance coverage is available to **COUNTY**.

X. CONFLICT OF INTEREST

COUNTY officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XI. INDEMNIFICATION

- A. **CITY** shall indemnify, defend, and hold harmless **COUNTY**, its Board of Supervisors, officers, directors, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, liabilities, damages, and

costs, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this agreement, to the extent caused in whole or in part by any negligent or intentional act or omission of **CITY**, its City Council, its officers, directors, agents, employees, subcontractors, volunteers or anyone directly or indirectly acting on behalf of **CITY**.

- B. **COUNTY** shall defend, indemnify and hold harmless **CITY**, its City Council, officers, directors, agents, employees and volunteers from any and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the agreement caused in whole or in part by the negligent or the intentional acts or omissions of **COUNTY'S** Board of Supervisors', officers, directors, agents, employees, subcontractors or volunteers or anyone directly or indirectly acting on behalf of **COUNTY**.
- C. It is the intention of **COUNTY** and **CITY** that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, **COUNTY'S** Board of Supervisors, and **CITY'S** City Council. It is also the intention of **COUNTY** and **CITY** that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, **COUNTY'S** Board of Supervisor and **CITY'S** City Council.

XII. INSURANCE

The **COUNTY** and **CITY** finance their liability, property and worker's compensation risk through a combination of self-insurance and insurance. The **COUNTY** and **CITY** are knowledgeable of each entity's risk financing program and agree to rely on these programs to pay for any liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind that may arise under the terms of this Agreement. .

XIII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the annual Payment Amount set forth in Exhibit B. Total Maximum Payment under this contract shall not exceed \$50,000. It is understood and agreed that this total is the maximum and that **CITY** will only pay for services actually rendered.
- B. **COUNTY** shall submit quarterly invoices on the forms and in accordance with the procedures mutually agreed upon by **CITY** and **COUNTY**. Invoices shall include itemized expenses in the categories of labor, operations and tangible goods and services for clients. Invoices shall be submitted to **CITY** no later than the fifteenth (15th) day of the month following the invoice period, and **CITY** shall pay **COUNTY** within thirty (30) days after receipt of an appropriate and correct invoice.

- C. **COUNTY** operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year.
- D. **COUNTY** shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

XIV. SUBCONTRACTS, ASSIGNMENT

- A. **COUNTY** shall obtain prior written approval from **CITY** before subcontracting any of the services delivered under this Agreement. **COUNTY** remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement.
- B. This Agreement is not assignable by **COUNTY** in whole or in part, without the prior written consent of **CITY**.

XV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon **COUNTY** unless agreed in writing by **DIRECTOR** and counsel for **COUNTY**.

XVI. SUCCESSORS

This Agreement shall bind the successors of **CITY** and **COUNTY** in the same manner as if they were expressly named.

XVII. TIME

Time is of the essence of this Agreement.

XVIII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XIX. DIRECTOR

As used in this Agreement, "**DIRECTOR**" shall mean the Sacramento County Director of Health and Human Services.

XX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

XXI. TERMINATION

- A. **CITY** or **COUNTY** may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
- B. If this Agreement is terminated under paragraph A, **CITY** shall only pay for any services completed and provided prior to notice of termination. In the event of termination under paragraph A, **COUNTY** shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of **COUNTY** covered by this Agreement, less payments of compensation made.
- C. **COUNTY** shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that **COUNTY** can legally cancel.

XXII. AUDITS AND RECORDS

Upon **CITY'S** request, **CITY** or its designee shall have the right at reasonable times and intervals to audit, at **COUNTY'S** premises, **COUNTY'S** financial and program records as **CITY** deems necessary to determine **COUNTY'S** compliance with legal and contractual requirements and the correctness of claims submitted by **COUNTY**. **COUNTY** shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon **CITY'S** request at **CITY'S** expense.

XXIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between **CITY** and **COUNTY** regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between **CITY** and **COUNTY** regarding the subject matter of this Agreement are not effective with regard to this Agreement.

XXIV. RENEWAL

None.

XXV. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXVI. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXVII. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A and B are attached hereto are part of this agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**CITY OF SACRAMENTO, a
municipal corporation and
charter city in the State of
California**

**COUNTY OF SACRAMENTO, a
political subdivision of the State
of California**

By: _____
James L. Combs

Parks and Recreation Director

By: _____
Sherri Z. Heller, Director
Department of Health and Human Services

For: John F. Shirey
City Manager

Date: _____

Date: _____

Authorized on behalf of County by Board Resolution _____

APPROVED AS TO FORM:

By: _____
Senior Deputy City Attorney

By: _____
Deputy County Counsel

ATTEST:

By: _____
City Clerk

By: _____
County Clerk

**EXHIBIT A to Agreement Between
CITY OF SACRAMENTO,
hereinafter referred to as “CITY”
and the COUNTY OF SACRAMENTO,
hereinafter referred to as “COUNTY”**

**SCOPE OF SERVICES
Senior Homeless Case Management Project**

The City of Sacramento Department of Parks and Recreation Older Adult Services section is conducting a pilot project in collaboration with the Sacramento County Department of Health and Human Services, Senior and Adult Services Division Adult Protective Services (APS) Program to locate/sustain permanent housing for homeless seniors, ages 65 and older, or seniors at-risk for homelessness.

Project Background

City staff and others in the community have witnessed a rise in the number of seniors who are homeless as well as the number of seniors who have unstable housing arrangements. These seniors often have numerous and layered financial, health, mental health and substance abuse problems and are typically unable to take action to improve their situation without intensive and ongoing assistance. Increasingly, seniors in this situation turn to the Ethel MacLeod Hart Center as a resource. Homeless seniors come to the Hart Senior Center, some to get help securing housing and others simply wanting a warm/dry/cool place to spend their days. In either case, it is well recognized that help is needed, and yet senior center staff are not in the position to provide the sustained assistance and resources required. Seniors without stable housing are found not just in midtown and downtown Sacramento, but in most neighborhoods of the city.

Goals:

- (1) Improve the housing status of Sacramento seniors, ages 65 and older, who are referred to the Adult Protective Services (APS) Senior Homeless Case Management Project by the Hart Senior Center or other providers in the city and county of Sacramento.
- (2) Provide case management services to locate and sustain appropriate housing for project clients. In the interim, locate and provide temporary housing while seeking permanent housing.
- (3) Work with individual project clients to identify issues that have contributed to their homelessness.
- (4) Identify and help locate additional supportive resources, such as family, to help strengthen individual client outcomes.
- (5) Enhance and expedite access to and linkages with community resources that address health, mental health and social service needs of homeless senior clients.
- (6) Bring together stakeholders to facilitate communication and client placement in stable housing, and to promote the community’s understanding of the unique needs of homeless seniors.

Eligibility:

Homeless seniors and seniors at risk of homelessness referred to the Project by the Hart Senior Center staff and other stakeholders for services under this project will have one or more of the following barriers:

- (1) No or little social supports and/or complex psycho/social issues,
- (2) Be on the verge of losing their home,
- (3) Sleeping on friends' couches or in cars because of lack of resources,
- (4) Be on the streets without resources.

Services Provided by the County:

The APS Social Worker/Case Manager (SW/CM) will:

- (1) Respond, by phone or in person, to referrals within four (4) hours, Monday through Friday, during business hours (8 a. m. to 5 p.m.).
- (2) Provide case management services to each client for up to six (6) months.
- (3) Carry a maximum of 25 cases at any one time.
- (4) Assess referred clients through face-to-face meetings/ interviews with clients and relevant collateral contacts, including family and professional agencies, and develop a case plan for intervention for each client.
- (5) Establish relationships and facilitate communication among the County of Sacramento, the senior and Adult Services Division, APS, the City of Sacramento, the Hart Senior Center, community homeless housing and shelter staff, and project clients.
- (6) Provide expert technical support to the Senior Center and other City/County partners, homeless housing and shelter agencies, and members of the protective services system, to help staff navigate system processes, regulations and resources.
- (7) Train Hart Senior Center and selected City of Sacramento /County staff and partners to recognize the signs/symptoms of elder abuse and neglect, and train as mandated reporters.
- (8) Link clients to appropriate community resources or other helping resources.
- (9) Educate clients and client support systems about the use of community resources as a way to maintain/improve homeless senior housing status.
- (10) Research client resources not readily identifiable or accessible to Senior Center personnel and City/County partners, such as the identity of family members, or necessary legal documents including Durable Power of Attorney for Health Care, eligibility for social security, MediCare and Veteran's benefits, etc.
- (11) Provide services for at least three (3) months after the client moves into appropriate housing, to help assure client stability and sustainability of housing. On the rare occasion that a client is well-supported and does not require after care

services, the client's case may be closed with less than three months of after care services.

- (12) Help each client address difficult elder care decisions such as medical, dental and/or psychological circumstances, when indicated, and mitigate these issues, to the extent possible, to help stabilize client housing status.
- (13) When appropriate, make application for conservatorship to the Public Guardian/Conservator's office.
- (14) Participate in periodic meetings with Hart Senior Center staff or other partners to evaluate referral and communications processes, and satisfaction with the Project.
- (15) Involve university gerontology and/or social work interns, when interns are available.
- (16) Initiate and support project evaluation efforts

Services Provided by the Hart Senior Center

- (1) Designate a Liaison to screen and make referrals to the SW/CM and coordinate communication between the Center and APS.
- (2) Provide space for the APS Social Worker/Case Manager to meet with the Liaison and referred clients, on site at the Hart Senior Center.
- (3) Collect relevant data to evaluate project outcomes, in collaboration with APS.
- (4) Connect SW/CM with other City/County partners working with the homeless.

Evaluation of Project Outcomes

The City and the County will collaborate to gather, summarize and report the following project data, on a quarterly basis:

- (1) The number of homeless and near homeless seniors referred to the Project by the Hart Senior Center and City/County partners, each quarter (differentiate between new referrals and returning clients).
- (2) The number of homeless and near homeless senior clients receiving case management services, each quarter.
- (3) Issues identified as contributing to client homelessness, each quarter.
- (4) Efforts to locate additional human resources, such as family, for clients.
- (5) The number of homeless senior referrals who were in stable, semi-permanent, and/or permanent housing, each quarter.
- (6) The length of time that senior clients were homeless prior to placement in stable housing, during each quarter.
- (7) The length of time needed for the APS SW/CM to find appropriate housing placements for participating clients, each quarter.
- (8) The number of client referrals to medical, dental, and/or psychological services, or other community resources, each quarter.

- (9) The number of referred clients who remain in appropriate housing after 3, 6 and 12-month intervals.
- (10) The number of clients who were maintained in their homes averting homelessness.

**EXHIBIT B to Agreement Between
CITY OF SACRAMENTO,
hereinafter referred to as “CITY”,
and the COUNTY OF SACRAMENTO,
hereinafter referred to as “COUNTY”**

BUDGET REQUIREMENTS

I. COMPENSATION TO COUNTY

CITY will pay **COUNTY** \$50,000 for the services rendered during this final one-year contract term. The City’s Ethel MacLeod Hart Trust Fund will have supported the project at \$50,000 per year, totaling \$150,000 over the three-year project period.

During this final one-year term of this agreement, the **COUNTY** shall leverage state and federal matching funds in the amount of \$262,499. Over the three-year project period the **COUNTY** will have leveraged a total of \$787,497 in matching funds.