

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

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

RECITALS

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

- G. WHEREAS, the Program assists all residents of Santa Clara County to isolate if they have tested positive for Coronavirus (COVID-19) (“Cases”) or quarantine if they have been in close contact with a COVID-19 positive person (“Contacts”); and
- H. WHEREAS, the U.S. Centers for Disease Control and Prevention defines a “close contact” as “someone who was within six feet of an infected person for at least 15 minutes starting from 48 hours before illness onset until the time the patient is isolated; however, the County Public Health Department’s Special Investigations Unit or Case Investigation and Contact Tracing group (“CICT”) will make determinations based on the circumstances of each interaction; and
- I. WHEREAS, many individuals and their families will be able to isolate or quarantine in their homes without assistance; and
- J. WHEREAS, others have situations that make isolating or quarantining difficult. These challenges include, but are not limited to, overcrowded housing, the lack of paid sick leave, recent unemployment, co-habitation with at-risk individuals, and obligations to care for family members. Primary among these challenges are: 1) access to a room in which the case or contact may stay and remain entirely separate from other members of the household; and, 2) access to one’s own bathroom or the ability to thoroughly clean the bathroom after each use. The County’s CICT group is trained to speak with individuals about what they may need to effectively isolate or quarantine in their own home; and
- K. WHEREAS, it is in the intent of this Agreement that City, along with all other 14 cities within Santa Clara County, will contribute funding to the County to pay the County for its costs in operating the Program.

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

AGREEMENT

SECTION 1 TERM

This Agreement is effective August 1, 2020 and will continue thereafter until December 31, 2020, unless extended by mutual consent.

SECTION 2 MAXIMUM FINANCIAL OBLIGATION

As explained in Section 3 below and stated in Exhibit E, City’s maximum financial obligation during the Term of this Agreement is \$352,721.

SECTION 3 ESTIMATE OF COUNTYWIDE NEED AND COST SHARING

To ensure that appropriate services are available to all Santa Clara County residents who need help with isolation or quarantine, it is the intent of this Agreement that the County and all 15 cities within the County would share in the Program's costs on a roughly proportional basis as set forth below.

a) **Estimates of Countywide Need:**

- i) Based upon prior utilization data, the County estimates that during the term of this Agreement, approximately 200 households who are Cases or Contacts will be referred to or will contact the Program weekly. Of the 200 households, it is estimated that approximately 25% (about 50 households) will decline services, be ineligible or referrals that cannot be contacted. Of the remaining households (approximately 150 households) who participate in the Program, 90% (about 135 households) will receive assistance to isolate or quarantine at home and 10% (about 15 households) would temporarily move into a motel. Of all households who enroll in the Program (150 households) each week, about 60% (90 households) are also expected to request and receive rental or financial assistance.
- ii) Of the households participating in the program, it is estimated that approximately 82% will be residents of the City of San José. Residency is determined by the person's or family's home address.
- iii) Exhibit B summarizes the projected needs among residents of each jurisdiction by Program component from August 1 through December 31, 2020, which is approximately 22 weeks. The number of residents by jurisdiction is based on current Program utilization and a minimum of five – one per month – for each jurisdiction. For planning purposes, at least one resident from each jurisdiction would need a motel placement.
- iv) If the person or family is homeless, their residency is determined by the location of their last permanent address or the city or unincorporated area where they spend most of their time.

b) **Cost Sharing:** Exhibit C summarizes the assumptions used to determine the Program's fixed costs, the costs of operating a motel room for one month, at-home support services, and rental or other financial assistance. These are intended to be estimates for budgeting purposes.

- i) **Fixed Costs:** Each jurisdiction would reimburse the County for a portion of the Program's fixed costs regardless of utilization by the jurisdiction's residents. Each jurisdiction's share of the fixed costs is proportional to its share of the countywide population as set forth in Exhibit D. The services associated with these costs are necessary because they allow CICT, providers and residents to access the Program's services.
- ii) **Motel Costs:** Each jurisdiction will contribute to the cost of operating motels for isolation and quarantine based on the proportion of motel nights that its residents use. For example, in a given month, if a San Jose resident stayed in one room for 30 days and a Campbell resident stayed in another room for 30 days – and no other jurisdiction's residents stayed at the site – the costs for

operating that motel site, would be evenly split between the City of San Jose and the City of Campbell.

- iii) **At-Home Support Services:** Each jurisdiction will reimburse the County for the cost of supportive services provided directly to the jurisdiction's residents while they isolate or quarantine in their own homes.
- iv) **Rental and Financial Assistance.** Each jurisdiction will reimburse the County for the rental or financial assistance provided directly to the jurisdiction's residents.
- c) **Total Estimated Costs:** Exhibit E summarizes the total estimated cost by jurisdiction. These estimates form the basis for the maximum financial obligation during the term referenced in Section 2 of this Agreement. If the number of City residents participating in the Program exceeds 50% of the total estimated participation shown in Exhibit B, then the City agrees to confer with the County on adjustments to the maximum financial obligation.
- d) The County shall submit invoices for any eligible cost up to the maximum financial obligation. For example, the County may submit the cost of information and referral for all motel rooms located in the City as a strategy to leverage Federal Emergency Management Agency (FEMA) reimbursements. The County may submit invoices to the City even if FEMA has not made a determination on the County's request(s) for reimbursement under FEMA's Public Assistance program. Invoices submitted by County will be supported by backup documentation provided with the invoice.

SECTION 4 ROLES AND RESPONSIBILITIES

County shall operate the Program as indicated in the Program Description attached as Exhibit "A."

SECTION 5 LEVERAGING AND USE OF FUNDS

- a) The City's funds may be used for any expenses that are necessary for successful operation of the Program, as described in this Agreement. This includes expenses that may be categorically ineligible for the FEMA Public Assistance program and the portion of expenses that is calculated to be the local match for the FEMA Public Assistance program.
- b) The County will work with City to leverage state and federal funds and to conserve local resources. However, since some funding sources have limitations the County may not be able to true-up costs for each city until well after the Program has ceased operations. Furthermore, based on determinations of the agencies like FEMA, the County may have to allocate certain funding to specific categories of expenses to maximize state and federal funds.
- c) The County will submit requests for reimbursement through the FEMA Public Assistance program. Reimbursements from this program require a 25% match, and not all funding sources can be used as match.

d) The County intends to use approximately \$250,000 in Community Development Block Grant Coronavirus (CDBG-CV) funds to operate the program and to pay for a portion of costs associated with unincorporated Santa Clara County. The County would use these funds to offset the actual costs to the “Urban County” cities: Campbell, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno, Morgan Hill and Saratoga. The County, on behalf of these cities, receives CDBG funds and administers CDBG-eligible programs. Note that CDBG-CV funds cannot be used for hotel costs and can only be used to support households earning 80% or less of AMI.

SECTION 6 MUTUAL INDEMNIFICATION

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

SECTION 7 TERMINATION FOR CAUSE

Either party may terminate this Agreement at any time for cause upon providing notice and a reasonable opportunity to cure to the other party.

SECTION 8 ASSURANCE

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

SECTION 9 RELATIONSHIP

Nothing contained in this Agreement shall be deemed or construed by the Parties or any third party to create the relationship of partners or joint ventures between the City and the County.

SECTION 10 ENTIRE AGREEMENT

This instrument contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party or the designated agent of either Party that are not contained in this Agreement shall be valid or binding.

SECTION 11 MODIFICATION

This Agreement may not be enlarged, modified, or altered, except if it is evidenced in writing, signed by the Parties and endorsed to this Agreement.

SECTION 12 INSURANCE

Each Party shall, at its own expense, keep in force during the Term, Workers’ Compensation Insurance, insuring against and satisfying each Party’s obligations and liabilities under the workers’ compensation laws of the State of California, including employer’s liability insurance in the limits required by the laws of the State of California.

SECTION 13 SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

SECTION 14 NOTICES

Notices to the Parties in connection with this Agreement shall be given personally or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties as follows:

COUNTY OF SANTA CLARA

Office of Supportive Housing
Attn: Consuelo Hernandez
Phone: 408-278-6419
Address: 2310 North First St., Suite 201, San Jose, CA 95131
Email: Consuelo.Hernandez@hhs.sccgov.org

CITY OF SANTA CLARA

Attn: Cynthia Bojorquez
Phone: 408-615-2210
Address: 1500 Warburton Avenue, Santa Clara, CA 95050
Email: cbojorquez@santaclaraca.gov

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

SECTION 15 AMENDMENTS

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

SECTION 16 WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be provided, in writing, and shall apply to the specific instance expressly stated.

SECTION 17 GOVERNING LAW and VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the Santa Clara County.

SECTION 18 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

SECTION 19 THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

SECTION 20 CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be entered into as of the day and year of execution of this Agreement.

COUNTY OF SANTA CLARA

CITY OF SANTA CLARA

Jeffrey V. Smith
County Executive

Deanna Santana
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM

Christopher Cheleden
Lead Deputy County Counsel

Brian Doyle
City Attorney

Date: _____

Date: _____

EXHIBIT A

PROGRAM DESCRIPTION

The County shall provide the following services and program organization in operating the Program:

Program Coordination:

- **Support Request Line.** The County will provide staff or contractors to receive requests for assistance from cases, contacts, medical providers, cities' emergency operations centers, and Public Health unit and community-based organizations (CBOs) via telephone or email. The Program's "call center" would be available seven days a week from 8 am to 5 pm. Voice messages or emails received after hours would be responded to the following day.
- **Coordination.** The team and manager assigned to the Support Request Line would also be responsible for coordinating with the Public Health Special Investigations Group (SIG) and CITC to ensure that all teams are aware of and can take appropriate actions for each case and contact. Continuous coordination with SIG and CITC will be necessary because there may be a lag between the time when SIG or CITC become aware of a case or contact and the time when a case or contact or their medical provider reaches out for assistance. The manager of the team would also be responsible for data collection for reports to the County Administration and participating cities.
- **Resource Coordinators.** Coordinators would be assigned to the Support Request Line and would assess cases and contacts for needs and arrange for the services described below.
- **Support at Home.** Even individuals or families who have adequate home settings may need additional assistance including:
 - Transportation to/from medically necessary appointments if the individual is not able to use a private vehicle;
 - Up to three meals per day and/or groceries;
 - Medical screening and connection to medical services; and
 - Weekly laundry services for linens and personal clothing; and, Light case management services to help individuals apply for benefits (e.g., unemployment insurance, CalFresh) and other services.
- **Motels.** Some individuals and/or family members may be placed at a motel to isolate or quarantine until they are cleared to return to their home (including a congregate care setting). The Resource Coordinators would coordinate placement at one or more motels for cases or contacts who cannot

remain at home or do not have a home. In addition to typical motel management staff and services, the County would negotiate agreements with the motel(s), contract with a community-based organization to provide onsite coordinators and oversee security. In some cases, the individual may be placed in other non-congregate settings, such as a travel trailer. In these out-of-home settings, the program would also provide transportation, food, health and behavioral health screenings and services, laundry and light case management services, as needed.

- **Rental and Financial Assistance.** If there is a documented need, cases and contacts would be eligible for rental and financial assistance up to \$5,000. The rental and financial assistance is limited to households earning 80% or less of the Area Median Income (AMI) adjusted for household size. Rental and financial assistance would primarily be provided by Sacred Heart Community Service (SHCS) under contract with the County. The agreement with SHCS enables that organization to:
 - Issue rental assistance or financial assistance within 72 hours of verifying eligibility;
 - Connect cases and contacts to the broader network of homelessness prevention services (e.g., additional rental assistance) which is primarily implemented through the seven CBOs of the Emergency Assistance Network (EAN) and coordinated by SHCS; and,
 - Connect cases and contacts to other community resources.

- **Other Services.** Program resource coordinators would also be responsible for arranging access to other services including, but not limited to, childcare, elder care, in-home support services, and, emergency, urgent, and/or ongoing healthcare services.

- **Department of Employment and Benefit Services (DEBS).** The Resource Coordinators would ensure that (eligible) cases or contacts would be able to access or sign up for General Assistance, CalWORKs, Medi-Cal, CalFresh, or other benefit programs administered by the County. The Resource Coordinators cannot authorize these benefits directly, but the County's DEBS has assigned an Eligibility Supervisor to:
 - Receive referrals directly from Resource Coordinators;
 - Immediately contact the case or contact to help them apply for the appropriate program; and
 - When appropriate, approve the applications for assistance.

- **COVID-19 Assistance Navigation Hotline (CAN-19 Hotline).** For workers who need additional assistance understanding or accessing resources provided through the California Employment Development Department (EDD), such as unemployment insurance, Resource Coordinators would make a connection to the County's CAN-19 Hotline. The CAN-19 Hotline assists in English, Spanish, Vietnamese and Mandarin.

Exhibit B – Projected Needs by Jurisdiction, August 1, 2020 through December 31, 2020

Projection reflects:

- Utilization June 17 through July 31, 2020
- A minimum of 5 households per jurisdiction and at least one motel placement
- 10% of enrollees will need a motel placement and 90% can isolate or quarantine at home
- 60% of all enrollees request rental assistance

	Imputed			60% of Enrollees
	Imputed	At-Home	Total Program	Request Rental
	<u>Motel</u>	<u>Support</u>	<u>Enrollments</u>	<u>Assistance</u>
CAMPBELL	2	22	24	14
CUPERTINO	1	4	5	3
GILROY	4	32	36	22
LOS ALTOS	1	4	5	3
LOS ALTOS HILLS	1	4	5	3
LOS GATOS	1	4	5	3
MILPITAS	2	22	24	14
MONTE SERENO	1	4	5	3
MORGAN HILL	4	32	36	22
MOUNTAIN VIEW	2	22	24	14
PALO ALTO	5	43	48	29
SAN JOSE	270	2430	2700	1620
SANTA CLARA	8	76	84	50
SARATOGA	1	4	5	3
SUNNYVALE	12	108	120	72
UNINCORPORATED	20	184	204	122
TOTAL	335	2995	3330	1997

Exhibit C – Estimate of Costs by Service Component

Activity	Est. Rate / Per Unit Cost	Fixed Costs	Motel Room	At-Home Support	Financial Assistance
		per Month	Cost per Month	Costs per HH	Cost per HH
Resource Coordinators, Medical Screening, Program Coordination	7.0 FTE (~\$150K per FTE annually)	\$ 87,500	\$ -	\$ -	\$ -
Sacred Heart Staffing, Operations & Overhead	(28500/3) or \$9,500 per month	\$ 9,500	\$ -	\$ -	\$ -
Rental / Financial Assistance	Up to \$5,000 per HH / Avg. \$3,500 per HH	\$ -	\$ -	\$ -	\$ 3,500
Motel Room Rate & Tax	Average of \$107 per night	\$ -	\$ 3,255	\$ -	\$ -
Motel Site Management	\$25,000 per site per month	\$ -	\$ 424	\$ -	\$ -
Information & Referral Services	\$20,833 per site per month	\$ -	\$ 353	\$ -	\$ -
Motel Security	\$48,400 per site per month	\$ -	\$ 820	\$ -	\$ -
Meal Delivery	Three meals \$33 per person per day	\$ -	\$ 1,004	\$ -	\$ -
Groceries	\$50 per person per week, assume 4 ppl	\$ -	\$ -	\$ 400	\$ -
Transportation	Up to \$400 per incident (1.5/mo)	\$ -	\$ 600	\$ 400	\$ -
Laundry Services	\$40 per household per month	\$ -	\$ 40	\$ -	\$ -
Medical & Behavioral Health Services	3 FTE RN per site per month	\$ -	\$ 742	\$ -	\$ -
Administration	18%	\$ 17,460	\$ 1,303	\$ 144	\$ -
Total		\$ 114,460	\$ 8,540	\$ 944	\$ 3,500

Exhibit D – Estimate of Fixed Costs and Share by Jurisdiction

Jurisdictional Share of Monthly Fixed Costs

County Population: 1/1/2020

Source: <http://www.dof.ca.gov/Forecasting/Demographics/Estimates/e-1/>

		FIXED COSTS		
		<u>% of Total</u>	<u>Monthly Fixed Costs</u>	<u>Aug. 1 thru Dec. 31, 2020</u>
Campbell	42,288	2.2%	\$ 2,467	\$ 12,335
Cupertino	59,549	3.0%	\$ 3,474	\$ 17,370
Gilroy	57,084	2.9%	\$ 3,330	\$ 16,651
Los Altos	30,876	1.6%	\$ 1,801	\$ 9,006
Los Altos Hills	8,413	0.4%	\$ 491	\$ 2,454
Los Gatos	31,439	1.6%	\$ 1,834	\$ 9,171
Milpitas	77,961	4.0%	\$ 4,548	\$ 22,741
Monte Sereno	3,594	0.2%	\$ 210	\$ 1,048
Morgan Hill	46,454	2.4%	\$ 2,710	\$ 13,550
Mountain View	82,272	4.2%	\$ 4,800	\$ 23,998
Palo Alto	69,226	3.5%	\$ 4,039	\$ 20,193
San Jose	1,049,187	53.5%	\$ 61,209	\$ 306,044
Santa Clara	129,104	6.6%	\$ 7,532	\$ 37,659
Saratoga	31,030	1.6%	\$ 1,810	\$ 9,051
Sunnyvale	156,503	8.0%	\$ 9,130	\$ 45,651
Unincorporated	86,989	4.4%	\$ 5,075	\$ 25,374
Total	1,961,969	100%	\$ 114,460	\$ 572,300

Exhibit E – Estimate of Total Costs by Program Component for Each Jurisdiction

For Services from August 1, 2020 through December 31, 2020

<u>Jurisdiction</u>	<u>Fixed Costs</u>	<u>Motel Costs</u>	<u>At-Home Support</u>	<u>Financial Assistance</u>	<u>Total by Jurisdiction</u>
Campbell	\$ 12,335	\$ 17,079	\$ 20,768	\$ 49,000	\$ 99,183
Cupertino	\$ 17,370	\$ 8,540	\$ 3,776	\$ 10,500	\$ 40,186
Gilroy	\$ 16,651	\$ 34,159	\$ 30,208	\$ 77,000	\$ 158,018
Los Altos	\$ 9,006	\$ 8,540	\$ 3,776	\$ 10,500	\$ 31,822
Los Altos Hills	\$ 2,454	\$ 8,540	\$ 3,776	\$ 10,500	\$ 25,270
Los Gatos	\$ 9,171	\$ 8,540	\$ 3,776	\$ 10,500	\$ 31,986
Milpitas	\$ 22,741	\$ 17,079	\$ 20,768	\$ 49,000	\$ 109,588
Monte Sereno	\$ 1,048	\$ 8,540	\$ 3,776	\$ 10,500	\$ 23,864
Morgan Hill	\$ 13,550	\$ 34,159	\$ 30,208	\$ 77,000	\$ 154,917
Mountain View	\$ 23,998	\$ 17,079	\$ 20,768	\$ 49,000	\$ 110,846
Palo Alto	\$ 20,193	\$ 42,698	\$ 40,592	\$ 101,500	\$ 204,983
San Jose	\$ 306,044	\$ 2,305,717	\$ 2,293,920	\$ 5,670,000	\$ 10,575,682
Santa Clara	\$ 37,659	\$ 68,318	\$ 71,744	\$ 175,000	\$ 352,721
Saratoga	\$ 9,051	\$ 8,540	\$ 3,776	\$ 10,500	\$ 31,867
Sunnyvale	\$ 45,651	\$ 102,476	\$ 101,952	\$ 252,000	\$ 502,080
Unincorporated	\$ 25,374	\$ 170,794	\$ 173,696	\$ 427,000	\$ 796,864
Total	\$ 572,300	\$ 2,860,797	\$ 2,827,280	\$ 6,989,500	\$ 13,249,877

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