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**COUNTY OF SAN MATEO**  
**HUMAN SERVICES AGENCY**  
**OFFICE OF HOUSING**

**DATE:** June 12, 2001  
**HEARING DATE:** June 26, 2001

**To:** Honorable Board of Supervisors

**From:** Maureen D. Borland, Director, Human Services Agency  
Steve Cervantes, Director, Office of Housing

**Re:** **RESOLUTION AUTHORIZING EXECUTION OF A FY2001/2002  
AGREEMENT WITH SHELTER NETWORK OF SAN MATEO COUNTY**

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**RECOMMENDATION**

Adopt a resolution authorizing execution of an agreement with Shelter Network of San Mateo County in the amount of \$563,948 for various emergency shelter and transitional housing services.

**Background**

Shelter Network, which was founded in 1987, provides a comprehensive housing and social services network for homeless residents of San Mateo County through seven programs. Shelter Network provides transitional housing for families at three sites: (a) Haven Family House in Menlo Park; (b) Family Crossroads in Daly City; and (c) Redwood Family House in Redwood City; provides emergency shelter and transitional housing for families at First Step for Families in San Mateo; provides emergency shelter and transitional housing for men and women at Maple Street Shelter in Redwood City; provides transitional housing for men only at EPA House; and provides long-term transitional housing at various locations throughout the County through their Bridges program for individuals and families.

The Office of Housing contracted with Shelter Network in FY2000/2001 in the amount of \$518,532 for operation of these programs. Shelter Network applied for FY2001/2002 funding through the CDBG and ESG funding programs. This agreement for FY2001/2002 includes a ten percent COBI (cost of business increase), with the exception of the ESG funding for Maple Street Shelter and First Step for Families, which was funded at the same level as in FY2000/2001. Overall, the funding amount of \$563,948 for this FY2001/2002 agreement represents an 8.75% increase over the FY2000/2001 agreement.

On April 24, 2001, the Board of Supervisors approved the CDBG/ESG funding for FY2001-2002 which included funding for these activities.

**Discussion**

The term of this agreement with Shelter Network is for the period beginning July 1, 2001 through June 30, 2002.

This contract funds all seven Shelter Network programs. The performance measures related to this agreement track the number of homeless families and individuals served at Haven Family House, Maple Street Shelter and First Step for Families in addition to tracking the number and percentage of homeless people that transition into permanent housing from all seven Shelter Network programs.

Performance Goals

Contractor will meet the following performance measures for Fiscal Year 2001-2002:

Performance Measure	Goal for FY00-01	Actual 7/1/00 - 3/31/01	Goal for FY01-02
● Haven Family House: Number of families served	50	41	50
● Maple Street Shelter: Number of homeless individuals served	450	447	450
● First Step for Families: Number of homeless families served	100	96	100
● Transitional Housing: Number and percent of homeless people transitioning into permanent housing	325/500 65%	285/449 63%	325/500 65%

This agreement has been approved as to form by the County Counsel's Office. Risk Management has reviewed and approved the contractor's insurance coverage.

Fiscal Impact

Funding for the agreement includes \$225,000 in CDBG funds and \$62,295 in ESG funds. The balance of \$276,653 is funded by General Fund as net County cost and is included in the HCD budget for FY2001/2002.

Norman Pascoe - HCD Specialist  
Center on Homelessness  
Office of Housing  
(650) 802-5008

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF A FY2001/2002 AGREEMENT WITH  
SHELTER NETWORK OF SAN MATEO COUNTY**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, pursuant to Government Code Section 53703, the County may contract with an independent contractor for services to be performed in programs authorized by a federal housing act; and

**WHEREAS**, pursuant to Title 24, Section 570.201 of the Code of Federal Regulations for the Community Development Block Grant (CDBG) Program, grant assistance may be used to fund eligible activities to be carried out by private non-profit entities which are duly organized to undertake community development activities; and

**WHEREAS**, under Section 576.23(b) Subtitle B of Title IV of the Homeless Assistance Act of 1988, grant assistance through the Emergency Shelter Grant (ESG) program may be used to fund eligible activities to be carried out by private non-profit entities which are duly organized to provide assistance to the homeless and to be carried out by the grant recipient; and

**WHEREAS**, Shelter Network of San Mateo County, Inc. is a duly organized community based non-profit corporation in the State of California; and

**WHEREAS**, the County desires to continue to provide funding support to Shelter Network by obligating \$225,000 CDBG funds, \$62,295 of ESG and \$276,653 from County of San Mateo General Fund for transitional housing, emergency shelter and support services for homeless individuals and families; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance, an agreement between the County of San Mateo and Shelter Network of San Mateo County, Inc., reference to which is hereby made for further particulars whereby Shelter Network of San Mateo County, Inc. will perform said services in accordance with the terms of said agreement, and the Board of Supervisors has examined and approved the same as to form and content and desires to enter into the same;

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo and the Clerk of this Board shall attest the President's signature thereto.

\* \* \* \* \*

AGREEMENT BETWEEN  
COUNTY OF SAN MATEO  
(HUMAN SERVICES AGENCY  
OFFICE OF HOUSING)  
AND  
SHELTER NETWORK



HSA Contact Person:  
Norman Pascoe  
HCD Specialist  
(650) 802-5008

AGREEMENT BETWEEN COUNTY OF SAN MATEO  
(HUMAN SERVICES AGENCY OFFICE OF HOUSING)  
AND

**SHELTER NETWORK**

hereinafter referred to as "County" and "Contractor" respectively

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by and between the County and Contractor as named above.

WITNESSETH

WHEREAS, pursuant to Title 24, Section 570.201 of the Code of Federal Regulations for the Community Development Block Grant (CDBG) Program, grant assistance may be used to fund eligible activities to be carried out by private non-profit entities which are duly organized to undertake community development activities or public agencies; and

WHEREAS, pursuant to Section 576.23(b) of Subtitle B of Title IV of the Homeless Assistance Act of 1988 for the Emergency Shelter Grant (ESG) Program, grant assistance may be used to fund eligible activities to be carried out by private nonprofit entities which are duly organized to provide assistance to the homeless and to be carried out by the grant recipient; and

WHEREAS, On April 24, 2001, the Board of Supervisors approved the CDBG/ESG funding for FY 2001-2001 which included funding for this activity;

IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

<b>Contract Amount :</b>	<b>\$563,948.00</b>	<b>Services Start Date:</b>	<b>7/1/01</b>
		<b>Services End Date:</b>	<b>6/30/02</b>
<b><u>County Representative</u></b>		<b><u>Contractor Representative</u></b>	
Steve Cervantes		Michele Jackson	
Director, Office of Housing		Executive Director	
262 Harbor Blvd., Bldg. A		1450 Chapin Avenue, 2nd Floor	
Belmont, CA 94002		Burlingame, CA 94010	
(650) 802-5050		(650) 685-5880	

1. **EXHIBITS** - The following exhibits are attached hereto and incorporated by reference:

- Exhibit A1-A4: Program/Project Description
- Exhibit B: Method and Rate of Payment to Contractor
- Exhibit C: 504 Assurances
- Exhibit D: Monitoring
- Exhibit E: Program Specific Requirements

In the event there is a conflict between the language in this Agreement and that in the Exhibits, the Exhibits control.

2. **DEFINITIONS** - See Exhibit A-1 through A-4 for any definitions

3. **SERVICES TO BE PERFORMED**

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A-1 through A-4, attached hereto and incorporated by reference herein.

4. **PAYMENTS**

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A-1 through A-4, the amount that the County shall be obligated to pay under this Agreement shall not exceed the amount specified as Contract amount on page 1 hereof for the contract term.

B. **Rate of Payment.** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A-1 through A-4 to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices.** As applicable, Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred twenty (120) days after the date services were rendered, or more that ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds.** Payment for all services provided pursuant to this contract are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the agreement for unavailability of Federal, State or County funds.

## 5. RELATIONSHIP OF PARTIES

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences of, an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules.

## 6. HOLD HARMLESS

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## 7. INSURANCE

A. The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Human Services Agency Office of Housing with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency Office of Housing of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

(1) **Workers' Compensation and Employee's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages



for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$ -0-

After one (1) years from the date this Agreement is first executed, the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar county agreements by giving sixty (60) days notice to Contractor. The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

B. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, and not replaced by Contractor, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

## 8. NON-DISCRIMINATION

Contractor shall comply with the non-discrimination requirements described below:

### A. Section 504 of the Rehabilitation Act of 1973

(1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination in the performance of this contract.

(2) Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. Non-Discrimination - General. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. **Non-Discrimination - Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal opportunity employment policies shall be made available to County upon request.

## 9. VIOLATION OF THE NON-DISCRIMINATION PROVISIONS.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damaged of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between the Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination of the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstances. Contractor shall provide County with a copy of their response to the Complaint when filed.

All contractors with contracts over \$5,000 must comply with the County Ordinance code with respect to the provision of employee benefits; as set forth in the ordinance, such contractors are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

## 10. CHILD ABUSE REPORTING

Contractor agrees to ensure to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

## **11. ASSIGNMENT AND SUBCONTRACT**

A. Without the written consent of the Director of Human Services or her representative, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her representative violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her representative.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her representative shall be subject to the same terms and conditions applicable to Contractor under this agreement, and the Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County upon request.

## **12. RECORDS**

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings, if any, are resolved, whichever is greater.

## **13. COMPLIANCE WITH APPLICABLE LAWS**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations, and provisions pertaining to confidentiality records, and applicable quality assurance regulations.

## **14. MONITORING**

All services performed and payments made pursuant to this agreement shall be monitored according to the protocols set forth in Exhibit D attached hereto and incorporated by reference herein.

## **15. PROGRAM SPECIFIC REQUIREMENTS**

Program specific requirements are contained in Exhibit E attached hereto and incorporated by reference herein.

## **16. ALTERATION OF AGREEMENT**

This agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

## **17. INTERPRETATION AND ENFORCEMENT**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to the appropriate Contract Representative as specified on page 1 hereof.

B. Controlling Law. The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

## **18. TERM OF THE AGREEMENT**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be as specified on page 1 hereof, unless otherwise modified in Exhibit A.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Michael D. Nevin, President  
President, Board of Supervisors

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

SHELTER NETWORK

By: Michele Jackson  
Signature

Executive Director  
Position or Title

Michele Jackson  
Printed Name

Date: 6/7/01

Tax ID #: 77-0160469

**HAVEN FAMILY HOUSE - PROGRAM DESCRIPTION**

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Contractor shall operate the Haven Family House (hereinafter referred to as "Haven Family House premises") as a transitional housing facility for homeless families with children. Contractor shall operate the facility in accordance with appropriate federal and State rules and regulations as well as local government safety, health and sanitation standards.

Contractor shall perform the following specific work tasks for each of the program components:

1. Accept referrals and conduct screening and intake evaluations for a minimum of 100 homeless families with children during the term of this agreement.
2. Provide transitional housing shelter and support services for approximately 40 to 60 homeless families with children during the term of this agreement.
3. Maintain full capacity at Haven Family House premises of 15 shelter units with sufficient casework staff on-site. The above minimum service numbers are annualized numbers which assume the facility operates at full capacity and that families are permitted to stay for 60 to 120 days.
4. Provide quality client support services for families in the facility that will assist the families to successfully transition into permanent housing, specifically including children's programs, a casework counseling program, rental and employment information and social services provided through individual and group meetings, and referral to other community agencies.
5. Work with other service providers, church groups and individuals in San Mateo County to secure volunteer and charitable support for Haven Family House.
6. Provide administrative management, supervision, accounting, planning, public relations and overhead which supports the operations of the facility through the involvement of the Contractor's Executive Director, Director of Finance, Director of Programs and Services, clerical and maintenance staff and the on-site resident manager.
7. Provide ongoing fund raising and grant writing activities to secure funds for operating and staff expenses of the Haven Family House with the objective of creating a broad base of financial and volunteer support for the facility and lessening the dependence upon direct County funding.

**MAPLE STREET SELF-SUFFICIENCY CENTER - PROGRAM DESCRIPTION**

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Contractor shall operate Maple Street Self-Sufficiency Center (hereinafter referred to as "Maple Street premises") as a transitional shelter facility for homeless men and women. Contractor shall operate the facility in accordance with appropriate federal and State rules and regulations as well as local government safety, health and sanitation standards.

Contractor shall perform the following specific work tasks for each of the program components:

1. Provide transitional and short-term transitional housing and support services for approximately 450 homeless individuals during the term of this agreement.
2. Maintain full capacity at Maple Street premises of approximately 75 homeless men and women at one time with sufficient casework staff on-site, with 30 beds available on a short-term transitional basis and the other 45 reserved to provide transitional housing. The above minimum service numbers are annualized numbers which assume the facility operates at full capacity and that participants will reside in the short-term transitional shelter program for 1 to 60 days, and in the transitional housing program for 3 to 6 months.
3. Provide quality client support services for participants in the facility that will assist the participants to successfully transition into permanent housing, specifically including a casework counseling program, rental and employment information and social services provided through individual and group meetings, and referral to other community agencies.
4. Work with other service providers, church groups and individuals in San Mateo County to secure volunteer and charitable support for Maple Street Self-Sufficiency Center.
5. Provide administrative management, supervision, accounting, planning, public relations and overhead which supports the operations of the facility through the involvement of the Contractor's Executive Director, Director of Finance, Director of Programs and Services, clerical and maintenance staff and the on-site resident manager.
6. Provide ongoing fund raising and grant writing activities to secure funds for operating and staff expenses of the Maple Street Self-Sufficiency Center for the objective of creating a broad base of financial and volunteer support for the facility and lessening the dependence upon direct County funding.

**FIRST STEP FOR FAMILIES - PROGRAM DESCRIPTION**

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Contractor shall operate First Step For Families (hereinafter referred to as "First Step premises") as an emergency shelter facility for homeless families. Contractor shall operate the facility in accordance with appropriate federal and State rules and regulations as well as local government safety, health and sanitation standards.

Contractor shall perform the following specific work tasks for each of the program components:

1. Provide short-term transitional housing and support services for approximately 100 homeless families during the term of this agreement.
2. Maintain full capacity at First Step premises of approximately 10 to 17 homeless families at one time with sufficient casework staff on-site. The above minimum service numbers are annualized numbers which assume the facility operates at full capacity and that families are permitted to stay for 1 to 60 days.
3. Provide quality client support services for families in the facility that will assist the families to successfully transition into permanent housing, specifically including a casework counseling program, rental and employment information and social services provided through individual and group meetings, and referral to other community agencies.
4. Work with other service providers, church groups and individuals in San Mateo County to secure volunteer and charitable support for First Step For Families.
5. Provide administrative management, supervision, accounting, planning, public relations and overhead which supports the operations of the facility through the involvement of the Contractor's Executive Director, Director of Finance, Director of Programs and Services, clerical and maintenance staff and the on-site resident manager.
6. Provide ongoing fund raising and grant writing activities to secure funds for operating and staff expenses of the First Step For Families with the objective of creating a broad base of financial and volunteer support for the facility and lessening the dependence upon direct County funding.



**SHELTER NETWORK - PROGRAM DESCRIPTION**

In consideration of payments herein provided for, Contractor shall, under the general direction of the Director of the Human Services Agency, or her authorized representatives, provide for the following services to benefit the citizens of San Mateo County as described below:

SHELTER NETWORK OF SAN MATEO COUNTY IS A PRIVATE, NON-PROFIT CORPORATION OPERATING A HUMAN SERVICE ASSISTANCE PROGRAM IN SAN MATEO COUNTY FOR LOW INCOME PEOPLE.

SHELTER NETWORK OF SAN MATEO COUNTY WILL HEREIN BE REFERRED TO AS "CONTRACTOR".

Contractor is located at 1450 Chapin Avenue, 2<sup>nd</sup> Floor, Burlingame, California 94010. Services operate 24 hours a day. Administration office hours are 9:00 a.m. to 5:00 p.m. Monday through Friday. Telephone number is (650) 685-5880 and fax number is (650) 685-5881.

**I. CLIENT SERVICES:**

The Contractor will provide the following services, supporting activities and related information from July 1, 2001 through June 30, 2002:

**Services Provided:** The Contractor will provide emergency shelter and/or transitional housing for homeless families and individuals at the following program sites:

Family Crossroads. . . . .	50 Hillcrest Drive . . . . .	Daly City
First Step For Families. . . . .	323 Villa Terrace . . . . .	San Mateo
Maple Street Self Sufficiency Center. . . . .	1590 Maple Street . . . . .	Redwood City
EPA House. . . . .	2800 Illinois Street . . . . .	East Palo Alto
Redwood Family House. . . . .	110 Locust Street . . . . .	Redwood City
Haven Family House. . . . .	260 Van Buren Road . . . . .	Menlo Park
Bridges . . . . .		Countywide

All Contractor programs are open 24 hours a day, accepting referral through local community-based organizations daily 9:00 a.m. through 5:00 p.m., Monday through Friday.

- A. Transitional housing and social services to at least 60-80 families (130 persons) at Family Crossroads (maximum capacity to serve 12 families at any one time).
- B. Short-Term Transitional Housing for at least 100 homeless families (200-250 persons) at First Step For Families (maximum capacity to serve 10-17 families at any one time).
- C. Transitional housing and social services to at least 400 homeless men and women at Maple Street Self-Sufficiency Center (maximum capacity of 75 individuals at any one time).

**SHELTER NETWORK - PROGRAM DESCRIPTION**

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- D. Transitional housing and social services to at least 4 persons at EPA House (maximum capacity to serve 4 persons at any one time).
- E. Transitional housing and social services to at least 45 families (160 persons) at Redwood Family House (maximum capacity to serve 9 families at any one time).
- F. Transitional housing and social services to at least 60 families (190 persons) at Haven Family House (maximum capacity to serve 15 families at any one time).
- G. Longer-term transitional housing and social services to at least 30 households at scattered sites (Bridges Program).

Social services may include crisis intervention, case management, short-term counseling, weekly self-sufficiency workshops, weekly group meetings, advocacy, housing and employment development assistance, personal financial assistance, health and mental health referral, coordination of services with local community agencies, mandatory savings program, move-in costs, voluntary follow-up case management services, transportation, food and household items for relocation to permanent housing. Social services are offered to all clients participating in transitional housing programs.

**Outcomes:**

- (1) Seventy-five percent (75%) of families and fifty-two percent (52%) of individuals who complete the program will be assisted to relocate to permanent housing.
- (2) The numbers of persons who are employed will increase from entry to graduation.
- (3) Average monthly income per household from entry to graduation will increase.
- (4) Over ninety percent (90%) of families enrolled in voluntary follow-up case management will remain in housing for full year after program evaluation.
- (5) Contractor will design and implement follow-up to track income and housing status 6, 12 and 24 months after program completion.

**II. SUPPORTING ACTIVITIES:**

**Administrative Support:** Shall be provided to all programs through Contractor's administrative staff, located at 1450 Chapin Avenue, 2<sup>nd</sup> Floor, Burlingame, California 94010. Administrative support for transitional housing programs shall include fundraising, supervision, program coordination, volunteer coordination, public relations and financial and general management.

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**SHELTER NETWORK - PROGRAM DESCRIPTION**

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**Maintenance:** All sites will receive on-going maintenance in such a manner that ensures that appropriate permits, licenses, prevention measures and applicable codes are met, and ensures that services are delivered in a professional, effective, and ethical manner.

**Program Needs Assessments:** An annual assessment shall be conducted by staff, including an assessment of the manner in which needs and existing gaps in services are currently met by Contractor, which will be presented to and reviewed by the Board of Directors.

**Education and Training:** Regular in-service training for staff is conducted using other social services professionals with expertise in specific areas. Regular educational presentations by Shelter Network staff and Board to interested community groups will also continue on a regular basis.

**Program Evaluation:** As part of the program planning and review process, each year a program plan will be developed for each transitional housing site and the administrative department, and evaluated at year-end based upon the goals and objectives established.

**Resource Development:** Contractor administrative staff will continue to pursue the following sources of funding: private foundations, corporate grants, contributions from individuals, fundraising events, and government contracts, etc.

**Community Coordination:** Executive Director, Director of Programs and Services, Program Directors and casework staff will regularly participate in local networks and the Continuum of Care Collaborative to promote collaboration and coordination to support transitional housing services.

### **III. DESCRIPTIONS OF THE SERVICE ENVIRONMENTS**

**Clients Served:** Contractor will continue to serve homeless residents of San Mateo County, both families and individuals, referred by the County's existing core services agencies and other social service providers.

**Contract Services Staff:** Shelter Network contract services staff consists of the following classifications and numbers:

#### **A. Executive Director (1)**

Role and responsibilities: Ultimate responsibility for the administration of all agency activities and programs including general administration, fiscal and financial management, public policy and advocacy, fundraising and fund development activities, Board relations, media and public relations, and implementation of all policies and procedures established by the Board of Directors.

#### **B. Director of Programs and Services (1)**

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**SHELTER NETWORK - PROGRAM DESCRIPTION**

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Role and responsibilities: Responsible for oversight of all the agency's transitional housing programs and other services administered by the agency, including staff supervision, program development, community relations related to programs and fund development support, particularly with respect to grantwriting for program-specific activities.

**C. Director of Finance (1)**

Role and responsibilities: Responsible for oversight of the agency's administrative and fiscal practices, including contract management, reporting, supervision of bookkeeping and accounting systems, budget management, implementation, tracking and analysis, data base management, fund development support (particularly with respect to budget forecasting), purchasing, inventory and all other financial and administrative procedures relevant to maintaining operations.

**D. Accountant (1)**

Role and responsibilities: Responsible for support staff functions concerning the maintenance of the general ledger, supervision of the accounts payable records, and financial reporting.

**E. Accounting/Finance Assistant (1)**

Role and responsibilities: Responsible for support staff functions with respect to payables, payroll, and some financial reporting.

**F. Administrative Secretary (1)**

Role and responsibilities: Responsible for all clerical, receptionist and non-fiscal support staff functions for Shelter Network administrative department as well as all clerical, receptionist and support staff functions for Bridges transitional housing program.

**G. Program Directors of Five Transitional Housing Programs (5)**

Role and responsibilities: Directly responsible for the on-site management, provision of services and supervision of direct service and maintenance staff at Family Crossroads, Maple Street, Redwood Family House, Haven Family House and Bridges.

**H. Case Workers at Five Transitional Housing Programs (9)**

Role and responsibilities: Responsible for the delivery of social services at each transitional housing program (see above, section 1 "Client Services" for detailed description of those services).

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**SHELTER NETWORK - PROGRAM DESCRIPTION**

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**I. Program Secretaries (3)**

Role and responsibilities: Responsible for all support staff, clerical and receptionist functions at transitional housing sites at Redwood Family House, Family Crossroads, Haven Family House, First Step For Families and Maple Street Self-Sufficiency Center.

**J. Relief Staff for Weekend and As-Needed Overnight Coverage (2-10 P/T)**

Role and responsibilities: Responsible for daytime and overnight supervision of transitional housing sites on an as-needed basis on weekends, holidays, vacations, etc.

**K. Maintenance Workers at Transitional Housing Sites (2)**

Role and responsibilities: Responsible for proper maintenance of all transitional housing sites to ensure a safe and clean program environment.

**Volunteers:** Over 120 volunteers assist with site maintenance, providing client workshops, coordinating donations at program sites, transporting clients and conducting community education and fund development activities.

**Support Committees:** Each transitional housing program has a community support committee comprised of local service providers, representatives of religious congregations and community organizations, school districts, law enforcement and concerned citizens. In addition to creating a local base of support for each program in the local community, the Support Committees serve to inform and voice local concerns. The chair of each committee automatically serves a one-year term on Contractor's Board of Directors. Support committees meet bi-monthly at the program sites.

**Board of Directors:** The Board of Directors meets bi-monthly (except in December) on the first Thursday of every other month, at 5:00 p.m. Contractor's Board of Directors has between 15-21 authorized members.

**IV. DEFINITION OF TERMS**

**Case Management:** The oversight, planning and coordination of various systems related to the provision of social services.

**Transitional Housing:** Temporary housing of a longer term than shelter. Transitional housing includes temporary housing combined with the intensive and comprehensive support services that will assist an individual or family to successfully regain permanent, stable housing of their own. Please see the above section "Client Services," for a fuller description of services included in transitional housing.

**SHELTER NETWORK - PROGRAM DESCRIPTION**

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**V. OTHER CONTRACTOR RESPONSIBILITIES**

- A. The Contractor will provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.
- B. The Contractor agrees to keep the San Mateo County Human Services Agency informed about its services and activities under this contract, and to accept appropriately referred clients from the San Mateo County Human Services Agency for its contract services as part of its client base.
- C. The Contractor shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this contract report child abuse or neglect to a child protective agency defined in Penal Code Section 11165(k).
- D. The Contractor shall provide the Human Services Agency with a current budget which clearly states both the program budget and the total agency budget, if different. In addition, the Contractor will maintain all pertinent records and data collection forms that reflect activities listed in this contract for a period of three (3) years.

**VI. CONFIDENTIALITY**

Contractor agrees to require his employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the State Department of Social Service Manual of Policies and Procedures to assure that:

All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this state from the federal government will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such public social services. No person will publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services.

No person will publish, disclose, or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient. Contractor agrees to inform all employees, agents, sub-contractors and partners of the above provisions and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.

**SHELTER NETWORK - PROGRAM DESCRIPTION**

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**Contractor Responsibilities Relating to the County's OBM Initiative:**

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- Participating in a review of performance and outcome information;
- Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**METHOD AND RATE OF PAYMENT**

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HAVEN FAMILY HOUSE  
\$225,000 (CDBG)

1. Payment to Contractor shall be made on a reimbursement basis at the following unit rate: \$19 per unduplicated Person Shelter Day (PSD).
2. Payment shall be made on a quarterly basis following receipt of an invoice which shows total number of PSD's of service providing during the quarter. Total number of PSD's projected for the fiscal year is 11,842.
3. Contractor shall also be entitled to reimbursement for the full date of departure for each family since a full day is utilized in moving out to permanent housing and the unit is not available for occupancy by another family. County acknowledges that two days for cleaning and repairs are generally required after a family departs.
4. With balance of contract amount, Contractor will pay and be responsible for utilities, garbage collection, taxes and insurance related to Haven Family House.
5. The maximum amount payable under this portion of the agreement shall not exceed **\$225,000**.
6. All program income received by the Contractor shall be disbursed for activities described in Exhibit A-1, Program Services, prior to application for reimbursement of CDBG, ESG or General Funds.
7. Contractor shall submit a quarterly invoice to County/Office of Housing for reimbursement together with the required monthly reports of activity. All billing shall be certified for payment by the County unless the Director of the Office of Housing objects to the adequacy of the services rendered by Contractor or the amount of billing. County shall state the specific nature of its objections to Contractor in writing. County shall also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of the other party.



METHOD AND RATE OF PAYMENT

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MAPLE STREET/FIRST STEP OPERATING COSTS  
\$200,586 (GENERAL FUND)

In full consideration of the services provided by the Contractor pursuant to this Agreement, County shall pay the Contractor according to the payment schedule described below on a quarterly basis with a reconciliation of the payments and expenditures, this portion of the agreement not to exceed \$200,586.

1st Quarter (July-September, 2001) .....	\$50,148
2nd Quarter (October-December, 2001) .....	\$50,146
3rd Quarter (January-March, 2002) .....	\$50,146
4th Quarter (April-June, 2002) .....	\$50,146

**METHOD AND RATE OF PAYMENT**

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**MAPLE STREET SELF-SUFFICIENCY CENTER  
\$37,920 (ESG)**

1. Payment to Contractor shall be made on a reimbursement basis at the following unit rate: \$19 per unduplicated Person Shelter Day (PSD).
2. Payment shall be made on a quarterly basis following receipt of an invoice which shows total number of PSD's of service providing during the quarter. Total number of PSD's projected for the fiscal year is 1,996.
3. Contractor shall also be entitled to reimbursement for the full date of departure for each family since a full day is utilized in moving out to permanent housing and the unit is not available for occupancy by another family. County acknowledges that two days for cleaning and repairs are generally required after a family departs.
4. The maximum amount payable under this portion of the agreement shall not exceed **\$37,920**.
5. All program income received by the Contractor shall be disbursed for activities described in Exhibit A-2, Program Services, prior to application for reimbursement of ESG funds.
6. Contractor shall submit a quarterly invoice to County/Office of Housing for reimbursement together with the required quarterly reports of activity. All billing shall be certified for payment by the County unless the Director of the Office of Housing objects to the adequacy of the services rendered by Contractor or the amount of billing. County shall state the specific nature of its objections to Contractor in writing. County shall also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of the other party.

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**METHOD AND RATE OF PAYMENT**

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**FIRST STEP FOR FAMILIES  
\$24,375 (ESG)**

1. Payment to Contractor shall be made on a reimbursement basis at the following unit rate: \$19 per unduplicated Person Shelter Day (PSD).
2. Payment shall be made on a quarterly basis following receipt of an invoice which shows total number of PSD's of service providing during the quarter. Total number of PSD's projected for the fiscal year is 1,283.
3. Contractor shall also be entitled to reimbursement for the full date of departure for each family since a full day is utilized in moving out to permanent housing and the unit is not available for occupancy by another family. County acknowledges that two days for cleaning and repairs are generally required after a family departs.
4. The maximum amount payable under this portion of the agreement shall not exceed **\$24,375**.
5. All program income received by the Contractor shall be disbursed for activities described in Exhibit A-3, Program Services, prior to application for reimbursement of ESG funds.
6. Contractor shall submit a quarterly invoice to County/Office of Housing for reimbursement together with the required quarterly reports of activity. All billing shall be certified for payment by the County unless the Director of the Office of Housing objects to the adequacy of the services rendered by Contractor or the amount of billing. County shall state the specific nature of its objections to Contractor in writing. County shall also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of the other party.

METHOD AND RATE OF PAYMENT

SHELTER NETWORK  
\$76,067 (GENERAL FUND)

In full consideration of the services provided by the Contractor pursuant to this Agreement, County shall pay the Contractor according to the payment schedule described below on a quarterly basis with a reconciliation of the payments and expenditures, this portion of the contract not to exceed \$76,067.

1st Quarter (July-September, 2001) .....	\$19,019
2nd Quarter (October-December, 2001) .....	\$19,016
3rd Quarter (January-March, 2002) .....	\$19,016
4th Quarter (April-June, 2002) .....	\$19,016

The County shall pay the Contractor within thirty (30) working days following receipt of invoice at the rate of payment set forth in above pursuant to the criteria set forth in Exhibit A-4 of this Agreement.

**Human Services Agency's (HSA) Responsibilities Relating to the County's OBM Initiative:**

Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative. Issue and review OBM Implementation Guidelines. Conduct review of performance and outcome information.

Provide reimbursement for the cost of contractor staff time spent attending OBM meetings, training sessions, and technical assistance events held or required by HSA at a rate not to exceed \$50 / hour. Application for reimbursement must be made in accordance with eligibility criteria and procedures set forth in OBM Implementation Guidelines.

This reimbursement is over and above the amount specified as "Maximum Amount" in Clause 4A of this Agreement. A Reimbursement Request form will be provided to you by HSA.

**ASSURANCE OF COMPLIANCE  
WITH SECTION 504 OF THE REHABILITATION ACT OF 1973  
(Required only from Contractors who provide services  
directly to the Public on the County's behalf)**

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The Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.\*

The Contractor gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

The Contractor: (check a or b)

- a.  employs fewer than 15 persons
- b.  employs 15 or more persons and, pursuant to section 84.7(a) of the regulation (45 C.F.R. 84.7(a)), has designated the following person to coordinate its efforts to comply with the DHHS regulations.

Randy Walker  
Name of 504 Person (type or print)

I certify that the above information is complete and correct to the best of my knowledge.

Date: 6/7/01

By: Michelle Jackson Executive Director  
Signature & Title of Authorized Official

\* DHHS regulations have provided that if a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with the facility accessibility regulations other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible

**PROGRAM MONITORING**

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Contractor shall provide to County on demand, all requested income and demographic data about the recipients of services under this contract. This data may include race, family size, income, sex and handicap status, if any, of the head of household.

In accordance with **Paragraph 11** of this Agreement, upon reasonable notice, county, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall be provided access to any books, documents, papers, records of Contractor which are directly pertinent to this Project or the Housing and Community Development Act programs activities, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall further provide County and relevant monitoring agencies reasonable access to the physical premises covered under this Agreement for inspections from time to time for compliance with the terms of this Agreement.

Contractor shall provide County with an Annual Audit Report each year during the term of this agreement. The Audit report must include a statement of compliance with OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations".

**PROGRAM SPECIFIC REQUIREMENTS  
HOUSING & COMMUNITY DEVELOPMENT**

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**1. BREACH OF CONTRACT**

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by Contractor for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of County or upon the direction of HUD. County may terminate this Agreement for cause after giving Contractor notice of any breach or default and 30 days to cure said breach or default. In the event of termination by whatever means, all finished and unfinished work shall become the property of County, and the County shall have the right to direct Contractor's actions with respect to access to materials.

County reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of all previous or subsequent breaches. In the event County chooses to waive a particular breach of this Agreement, it may condition same on payment by Contractor of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

**2. CONTRACT TERMINATION**

In the event Contractor is unable to fulfill its responsibilities under this Agreement for any reason whatsoever, including circumstances beyond its control, County may terminate this Agreement in whole or in part in the same manner as for breach hereof.

**3. CONFLICT OF INTEREST**

No members, officers, or employees or agents of San Mateo County, no member of the Board of Supervisors, and no other public official who exercises any function or responsibility with respect to this program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

No members, officers, or employees or agents of Contractor, no member of the Board of Directors of Contractor, and no other official who exercises any function or responsibility with respect to this program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in the agreement or a related contract, or the proceeds thereof.

Contractor shall incorporate the above provisions into all contracts awarded in connection with this Agreement.

**4. LOBBYING PROHIBITED**

CDBG funds shall not be used by Contractor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. CDBG funds shall not be used by Contractor to influence an officer or employee of any agency, a Member of

**PROGRAM SPECIFIC REQUIREMENTS  
HOUSING & COMMUNITY DEVELOPMENT**

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Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract.

## **5. INFLUENCING PROHIBITED**

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

C. The language of paragraphs 5A and 5B shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## **6. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

Contractor, to the extent applicable to this Agreement, shall comply with the following Federal laws and regulations as set forth in Subpart K, (Sec. 570.600-612), Code of Federal Regulations (September 6, 1988):

A. Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, including community development funds, on the grounds of race, color, or national origin.

B. Public Law 90-284, Fair Housing Act (42 U.S.C. 3601- 20), which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin handicap or familial status. The Fair Housing Act, as amended in 1988, also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 or more units, constructed for first occupancy after March 13, 1991, must be designed and constructed in a manner that the public and common use portions of such dwellings are readily accessible to and



**PROGRAM SPECIFIC REQUIREMENTS  
HOUSING & COMMUNITY DEVELOPMENT**

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usable by disabled persons. All premises within such dwellings must incorporate features of adaptive design regarding accessibility routes into and through the dwelling and design features within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.)

C. Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services, programs or benefits supported by Federal funds.

D. Rehabilitation Act of 1973, Section 504, which prohibits discrimination against otherwise qualified handicapped persons in the provision of programs, facilities and employment supported by Federal funds.

In the case of multifamily rental housing, projects of five or more units must be designed and constructed to be readily accessible to and usable by persons with disabilities. For new construction involving five or more units, and substantial rehabilitation projects of 15 or more units (with substantial rehabilitation defined as rehabilitation costs representing 75 percent or more of the replacement costs of the completed facility), the following requirements must be followed - a minimum of 5 percent of the dwelling units must be accessible to individuals with mobility impairments and an additional 2 percent accessible to individuals with sensory impairments. At the minimum, one unit shall be made accessible to mobility-impaired individuals and one unit accessible to sensory impaired individuals. When less than substantial rehabilitation is undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum of 5 percent of the dwelling units (but not less than one unit) are accessible to persons with mobility impairments; for this category of less than substantial rehabilitation, the additional 2 percent of the units for persons with sensory impairments does not apply. Also for this category of rehabilitation, if undertaking accessibility alterations imposes undue financial and administrative burdens on the operation of the multifamily housing project, the alterations are not required.

In the case of non-housing facilities involving new construction, the facilities shall be designed and constructed to be readily accessible to and usable by persons with disabilities. For facilities involving alterations, to the extent possible, the alterations should ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipient program or activity. (However, State law will prevail if State accessibility requirements are stricter than federal 504 requirements.) Recipients are still required to take other actions that would ensure that persons with disabilities receive the benefits and services of the program.

E. Davis-Bacon Act, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with Federal funds shall be paid prevailing wages of the locality as determined by the Secretary of Labor.

**PROGRAM SPECIFIC REQUIREMENTS  
HOUSING & COMMUNITY DEVELOPMENT**

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F. Flood Disaster Protection Act of 1973, which provides that no federal financial assistance for acquisition or construction purposes may be approved for an area having special flood hazards unless the community in which the area is located is participating in the National Flood Insurance Program.

G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for relocation assistance for any family, individual, business, non-profit organization or farm displaced as a result of acquisition of property with federal funds.

H. Executive Order 11246, amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts.

I. Housing and Urban Development Act of 1968, Section 3, which requires that, in the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible, opportunities for training and employment be given to low and moderate income persons residing within the unit of local government in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government as the project.

J. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance.

## **7. UNIFORM ADMINISTRATIVE REQUIREMENTS**

A. Contractor, if a governmental entity or public agency, shall comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments", OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations," and applicable sections of 24 CFR 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as set forth in 24 CFR 570.502(a).

B. Contractor, if a non-profit organization, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations", OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations", and applicable Attachments to OMB Circular No. A-110, as set forth in 24 CFR 570.502(b).

## Fingerprinting Certification

# AGREEMENT BETWEEN COUNTY OF SAN MATEO (HUMAN SERVICES AGENCY OFFICE OF HOUSING) AND SHELTER NETWORK

Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

Michelle Jackson  
Signature

Michele Jackson  
Name (please print)

Executive Director  
Title (please print)

6/7/01  
Date

RISK MGMT.  
COUNTY OF SAN MATEO  
MEMORANDUM

DATE: May 30, 2001

TO: Priscilla Harris Morse, Risk Management

FROM: Norman Pascoe, HCD Specialist, Office of Housing  
FAX 802-5049 PONY HSA 209

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Shelter Network

DO THEY TRAVEL: No

PERCENT OF THE TIME: N/A

DUTIES (SPECIFIC): Provide Emergency and Transitional Housing with Case Management

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ 1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Please approve attached certificates of insurance.

  
RISK MANAGEMENT SIGNATURE

PONY EPS 163	SUBMIT TO RISK MANAGEMENT OR	FAX 363-4864
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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/18/20

**PRODUCER**  
Sinclair-Dwyer & Co., Inc.  
31 Sansome St. #500  
San Francisco, Ca. 94104  
415 781-7830

**INSURED** Shelter Network of San Mateo County  
1450 Chapin Avenue, 2nd Floor  
Burlingame, CA 94010  
650-685-5880 x17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELONGING TO THE INSURED.

**INSURERS AFFORDING COVERAGE**

INSURER A: Nonprofits Insurance Alliance CA  
INSURER B: Safety National Casualty  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, THIS CERTIFICATE MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2000-01344NPO	07/01/00	07/01/01	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2000-01344NPO	07/01/00	07/01/01	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PR8270	07/01/00	07/01/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Certificate Holder is named Additional Insured as respects liability arising from Named Insured operations.

10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER: A CANCELLATION

County of San Mateo Office of Housing Attn: Judy Davila 262 Harbor Blvd. Belmont, CA 94002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Tracy Conn</i>
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COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: SHELTER NETWORK  
Contact Person: RANDY WALKER  
Address: 1450 CHAPIN AVENUE 2ND FLOOR  
BURLINGAME, CA 94010  
Phone Number: (650) 685-5880 Fax Number: (650) 685-5881

II Employees

Does the Contractor have any employees?  Yes \_\_\_ No  
Does the Contractor provide benefits to spouses of employees?  Yes \_\_\_ No

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 23 day of MAY, 2001 at BURLINGAME, CA  
(City) (State)

R. Walker  
Signature

RANDY WALKER  
Name (please print)

DIRECTOR OF HUMAN RESOURCES  
Title

77-0160469  
Contractor Tax Identification Number