

## AGREEMENT BETWEEN COUNTY OF SAN MATEO

## **AND**

## SHELTER NETWORK

For the Period of

**July 1, 2002 THROUGH June 30, 2003** 

Agency Contact Person: Judy Davila Program Manager Human Services Agency 650.595.7967

## AGREEMENT WITH THE SHELTER NETWORK FOR THE MANAGEMENT OF A MOTEL VOUCHER PROGRAM

THIS AGREEMENT, entered into thi	s day of	, 2002,	,
by and between the COUNTY OF SAN	N MATEO, hereinafter called "County," and	1	
SHELTER NETWORK hereinafter c	alled "Contractor";		

#### WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services for the Human Services Agency, with:

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS

#### FOLLOWS:

The following exhibits and Agreement are attached hereto and incorporated by reference herein.

#### 1. Exhibits

Exhibit A: Program Description

Exhibit B: Payment Schedule

Exhibit C: Compliance with Section 504

Exhibit D: Program Monitoring

Exhibit E: Equal Benefits Ordinance Compliance Form

#### 2. <u>Services to be Performed</u>

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, attached hereto and incorporated by reference herein.

#### 3. Payments

- A. <u>Maximum Amount</u> In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000) 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 not exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services Agency or her representative.
- C. <u>Time Limit for Submitting Invoices</u> 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 eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.
- D. Availability of Funds Payment for all services provided pursuant to this contract is 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.

#### 4. 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.

#### 5. Hold Harmless

Contractor shall indemnify and save harmless County, it's 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; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, it's 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 damages for which the County has been found in a court of competent jurisdiction to be solely liable by reason of it's own negligence or willful misconduct.

The duty of 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.

#### 6. 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 Agency and Contractor shall use due diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency 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 of any pending change in the limits of liability or of any cancellation or modification of the policy.

#### (1) Worker's Compensation and Employer's Liability Insurance

The Contractor shall have in effect during the entire life of this Agreement Worker's 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 requires every employer to be insured against liability for Worker's 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.

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	\$ 1,000,000

- B. After one (1) year 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. 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 the loss covered by such a policy, such other insurance shall be excess insurance only.
- C. 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, 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.

### 7. 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 the benefits of, or be subjected to discrimination in the performance of this contract.
- (2) Compliance of 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. <u>Non-Discrimination Employment</u> 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 nondiscrimination policies shall be made available to County upon request.
- D. <u>Equal Benefits Compliance</u> With respect to the provision of employee benefits, Contractor will comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

#### 8. Violation of 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 damages 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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or 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 circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

#### 9. Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Penal Code 11164 et seq. Contractor will ensure all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 the Penal Code 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 the Penal Code 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.

#### 10. Assignments and Subcontracts

A. Without the written consent of the Director of Human Services Agency or her designee, 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 designee 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 designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this agreement, and 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.

#### 11. 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 are resolved, whichever is greater.

#### 12. Compliance with Applicable Laws

All services shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, confidentiality, civil rights, and quality assurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### 13. **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.

#### 14. 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.

#### 15. 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:
  - In the case of County, to:

     Judy Davila, Program Manager
     Human Services Agency
     262 Harbor Blvd, Bldg. A
     Belmont, CA 94002
     650, 595,7967
  - 2) In the case of Contractor, to:
    Michele Jackson, Executive Director
    Shelter Network
    1450 Chapin Avenue, Second floor
    Burlingame, Ca 94010
    1.650,685.5800

#### B. Controlling Law

The validity of this Agreement and of its terms or 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.

## 16. Contractor's Outcome Based Management Responsibilities

Contractor will 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:

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

## **Human Services Agency's Outcome Based Management Responsibilities**

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

#### 17. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2002 through June 30, 2003. This Agreement may be terminated by Contractor, Director of Human Services Agency, or her designee at any time upon thirty (30) days written notice to the other party.

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

	.COUNTY OF SAN MATEO
	By:  Jerry Hill, President  Board of Supervisors, County of San Mateo
ATTEST:	Date:
Clerk of Said Board	
Date:	<del></del>
	SHELTER NETWORK Contractor  Michele Jackson Executive Director  Name, Title - Print  Michele Jackson  Signature  8/13/02  Date  77-0160469
	Tax ID#

#### PROGRAM DESCRIPTION

## SHELTER NETWORK FOR THE MANAGEMENT OF A MOTEL VOUCHER PROGRAM July 1, 2002 through June 30, 2003

Contractor will provide contracted services at mutually agreed upon location(s) in San Mateo County.

- 1. Contractor will provide the following services:
  - a. Provide motel voucher services and issue vouchers to participating motels. The Human Services Agency will refer 110 families to the voucher program. In turn Contractor will evaluate and make appropriate referral for services to the participating motels which has agreed to accept vouchers as a guarantee for payment. The rates of payment for vouchers have been negotiated with the participating motels by contractor. The motel submits invoices to contractor for actual payment upon use of voucher;
  - b. Provide a short-term motel stay with access to transitional housing if appropriate, term of stay will not exceed two weeks without the Human Services Agency Program Manager approval;
  - c. Recruitment and retention of motels;
  - d. Establish relationships with local landlords;
  - e. Provide housing related case management services to families;
  - f Facilitate entry to transitional housing for appropriate families;
  - g. Access resources such as Family Self-Sufficiency Team (FSST); Section 8, Moving to Work, Welfare to Work, move in expenses and furniture;
  - h. Attend FSST meetings when requested by HSA case manager;
  - i. Provide follow-up case management for 45 days after placement; and
  - j. Coordination with ongoing CPS worker and other HSA case managers.
- 2. Educate families in Life Skills that will include:
  - How to look for housing;
  - How to be a good tenant;
  - How to retain housing; and
  - Money management.
- 3. Provide the following reporting requirements:
  - Quarterly Service Reports.
  - Attendance at Quarterly meetings.

#### PAYMENT SCHEDULE

## SHELTER NETWORK FOR THE MANAGEMENT OF A MOTEL VOUCHER PROGRAM July 1, 2002 through June 30, 2003

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:

I.

- A. County shall pay Contractor upon receipt of the invoice on a quarterly basis for the management of a Motel Voucher Program described in Exhibit A. Payment for these services shall not exceed TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000) for the contract term.
- B. Quarterly payments for the administration of the Motel Voucher Program shall be made as follows:

July	2002	\$20,978.25
November	2002	\$20,978.25
March	2003	\$20,978.25
June	2003	<u>\$20,978.25</u>

C. In addition, County shall pay Contractor upon receipt of an itemized invoice on a quarterly basis the amount to be reimbursed for the actual expenditures of motel

Motel Voucher Program Administration Subtotal

vouchers.

Motel Vouchers Subtotal

\$141,087.00

\$83,913.00

D. All payments under this Agreement must directly support services specified in this Agreement.

#### EXHIBIT C

#### SHELTER NETWORK FOR THE MANAGEMENT OF A MOTEL VOUCHER PROGRAM

(Required only from Contractors who provide services directly to the Public on the County's behalf.) Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulations, and all guidelines and interpretations issued pursuant thereto.

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

The Contractor(s): (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(s) to coordinate its efforts to comply with the DHHS regulation.

Shelter Network Randy Walker
Name of 504 Person

1450 Chapin 2nd Floor
Street Address

Bullingame Ca 94010
City, State, Zip Code

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

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking it's services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in it's existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are

#### EXHIBIT D

#### PROGRAM MONITORING

# SHELTER NETWORK FOR THE MANAGEMENT OF A MOTEL VOUCHER PROGRAM July 1, 2002 through June 30, 2003

- 1. Contractor will provide quarterly reports to the Housing Community Development and Homelessness Program Manager of the County of San Mateo's, Human Services Agency that will include the following:
  - a. Number of families served;
  - b. Number of days in the motel; and
  - c. Outcome for family when leaving the motel.
- 2. Contractor will meet with the Program Manager quarterly to review contract activities.
- 3. Contractor will provide to the Program Manager an annual report summarizing the contract activities.

## COUNTY OF SAN MATEO

## **Equal Benefits Compliance Declaration Form**

l Vendor Identification	
Name of Contractor: Contact Person: Address:  Phone Number: Fax Number:  MA  1450  Burl  650-683	les Network / Randy Walke Chapin 2nd # Lingume, CA 94010 5-5880 5-5881
Il Employees	
Does the Contractor have any employe	es? XYes 🗌 No
Does the Contractor provide benefits to	spouses of employees? XYes  No
*If the answer to one or both of t	he above is no, please skip to Section IV.*
to its employees with spouses and its er Yes, the Contractor complies by off employees in lieu of equal benefits. No, the Contractor does not comply	fering a cash equivalent payment to eligible
IV Declaration	
I declare under penalty of perjury under the istrue and correct, and that I am authorize	the laws of the State of California that the foregoing zed to bind this entity contractually.
Executed this 1340day of Sugust 200	2 at Belmont
CA	(City)
(State)  Michillo acksm  Signature	Michele TackSon  Name (Please Print)
Executive Divector	77-0160469
Title	Contractor Tax Identification Number

SAN MATEO COUNTY
MEMORANDUM

MEMORANDUM							
DATE:	8/7/0	2					
TO:	Priscilla Harris	Morse	FAX:	363-4864	PONY:	EPS 163	
FROM:	Nalini Nath FAX: 596-3478	/ Luch	PONY:	HSA210			
SUBJECT:	Contract Insui	rance Approv	val				
The following is to be	completed by t	be departme	nt befor	e submissi	on to Risk	Managemen	ıt:
CONTRACTOR NA	ME: Shelter Net	work					í
DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?: yes							
NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: more than 1							
DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Provide motel vouchers to clients for temporary housing.							
The following will be completed by Risk Management:							
INSURANCE COVE	RAGE:	Amou	ar .	Approve	Waive	Modi	fy
Comprehensive Gene	ral Liability	\$1,000,000		2			
Motor Vehicle Liabili	ity	\$1,000,000		9			
Professional Liability		\$1,000,000	[				
Workers' Compensati REMARKS/COMME		Statuto	ny [	2/			
and a second second							

Risk Management Signature

	ACORD	CERTI	FICATE OF LIABIL	ITY INSU	RANCE		DATE (MM/DD/YY) 08/07/200	
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	145	0 Chapin a	Avenue, 2nd Floor	INSURER C:				
	Bur	lingame,	CA 94010	INSURER D:				
	<sub>1</sub> 650	-685-5880	x17	INSURER E:			5.11.	
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	Attn: Judy DaVila			IMPOSE NO OBL	JGATION OR LIABILITY	OF ANY KIND UPON THE INSUR	ER, ITS AGENTS OR	
	262 Harbor Blvd, Building A			REPRESENTATIV	ES.	<u> </u>		
	Bel	mont, CA	94402	AUTHORIZED REP	AUTHORIZED REPRESENTATIVE			
						MIMIN	J	
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	•			•				