



**AGREEMENT**  
**BETWEEN**  
**COUNTY OF SAN MATEO**  
**AND**  
**SHELTER NETWORK**  
**FOR**  
**PROVISION OF**  
**THE HOMELESS SHELTER OPERATIONS**

**For the period of**

**7/1/2003**  
**to**  
**6/30/2004**

Contact Person: Jack Marquis  
Telephone number: (650) 802-5035

**AGREEMENT BETWEEN COUNTY OF SAN MATEO AND  
SHELTER NETWORK  
FOR THE HOMELESS SHELTER OPERATIONS**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
**Shelter Network**, hereinafter called "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 providing Homeless Shelter Operations.

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

Contract Amount: <u>\$475,225.00</u>	Contract Term Start Date: <u>07/01/2003</u> Contract Term End Date: <u>06/30/2004</u>
<b>County Representative:</b> Steve Cervantes, Director Office of Housing 262 Harbor Blvd., Bldg. A Belmont, CA 94002 Telephone: (650) 802-5050	<b>Contractor Representative:</b> Michele Jackson, Executive Director Shelter Network 1450 Chapin Avenue, 2nd Floor Burlingame, CA 94010 Telephone (650) 685-5880

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

- Exhibit A: Program /Project Description
- Exhibit B: Method and Rate of Payment to Contractor
- Exhibit C: 504 Assurances
- Exhibit D: Program Monitoring
- Exhibit E: Additional Program Requirements
- Exhibit F: Equal Benefits Compliance Declaration

## 2. 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 the 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. **Maximum Amount** 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 **\$475,225.00 (FOUR HUNDRED AND SEVENTY FIVE THOUSAND TWO HUNDRED AND TWENTY FIVE DOLLARS)**, 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 3A 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 or her representative.

C. **Time Limit for Submitting Invoices** 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** Payments 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.

## 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, 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 . . . 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, its officers, agents, employees, or servants resulting from the performance of this Agreement [including any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder], 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 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

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 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.

(a) **Worker's Compensation and Employer'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 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.

(b) . . . 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 . . . 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

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. 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 affirmative action policies shall be made available to County upon request.

**D. Equal Benefits** With respect to the provision of employee benefits, Contractor shall 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 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 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 complaint, 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 Pen Code 11164 et seq. Contractor will ensure that 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 know 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 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 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 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 confidentiality requirements and applicable quality assurance regulations.

## 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 to the appropriate representatives listed on page 2 of this Agreement.

B. 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. TERM OF THE AGREEMENT**

Subject to compliance with the terms and conditions of this Agreement the term of this Agreement shall be as stipulated on page 2 of this Agreement; provided however, this Agreement may be terminated by either party 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: Rose President  
Board of Supervisors, County of San Mateo

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

ATTEST:

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

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

Shelter Network  
Contractor - Print

Michele Jackson, executive  
Title - Print DIRECTOR

Michele Jackson

Date: 5-27-03

**Exhibit A**  
**Program/Project Description**

Contractor shall, under the general direction of the Director of the Human Services Agency, or her authorized representatives, provide for the following services:

**I. CLIENT SERVICES:**

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

- 1) Family Crossroads, 50 Hillcrest Drive, Daly City
- 2) First Step For Families, 325 Villa Terrace (or alternate sites as necessary), San Mateo
- 3) Maple Street Self Sufficiency Center, 1580A Maple Street, Redwood City
- 4) EPA House, 2800 Illinois Street, East Palo Alto
- 5) Redwood Family House, 110 Locust Street, Redwood City
- 6) Haven Family House, 260 Van Buren Road, Menlo Park
- 7) Bridges, various sites throughout the County

All Contractor programs are to be open 24 hours a day and referrals are to be accepted through local community-based organizations daily from 9:00 a.m. through 5:00 p.m., Monday through Friday. Contractor shall provide the services reflected in the following table during the term of this Agreement.

<b>Sites/Facilities</b>	<b>Services</b>	<b>Performance</b>
<b>Family Crossroads</b>	Transitional housing & social services	40 families (12 max. at any one time)
<b>First Step for Families</b>	Short-term transitional housing & services	100 families (18 max. at any one time)
<b>Maple Street</b>	Transitional housing & services for individuals	600 individuals (men & women) (76 max. no. at any one time 300 beds for short-term stay/44 beds for transitional period)
<b>EPA House</b>	Transitional housing & social services	4 individuals (4 max. at any one time)
<b>Redwood Family House</b>	Transitional housing & social services	30 families (9 max. at any one time)
<b>Haven Family House</b>	Transitional housing & social services	40 families, including children (15 max. at any one time)
<b>Bridges Program</b>	Countywide scattered-site transitional housing & social services - transitional housing is longer term	30 families/households

**Exhibit A**  
**Program/Project Description**

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Social services shall be offered to all clients participating in transitional housing programs. Social services will 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.

**B. Outcomes** - The parties agree that it is their intent, in entering into this Agreement, to achieve the following outcomes.

(1) Seventy-five percent (75%) of families and fifty-five percent (55%) of the individuals who receive transitional housing assistance under this Agreement will be assisted to relocate to permanent housing.

(2) The numbers of persons who are employed will increase during the time they receive transitional housing.

(3) Average monthly income per family will increase from entry to graduation of the Shelter Network's Participant Program.

(4) Over ninety percent (90%) of families enrolled in voluntary follow-up case management will remain in housing for a full year after program evaluation.

## **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 fund-raising, supervision, program coordination, volunteer coordination, public relations and financial and general management.

**Maintenance** - All sites will receive on-going maintenance from Contractor 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 Contractor 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 Contractor Board of Directors. Contractor shall provide the County with a copy of all assessments completed during the term of this Agreement.

**Education and Training** - Regular in-service training for Contractor staff shall be conducted using other social services professionals with expertise in specific areas. Regular educational

**Exhibit A**  
**Program/Project Description**

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presentations by Contractor 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 these plans will be evaluated at year-end based upon the goals and objectives established.

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

**Community Coordination** - Contractor's 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.

**Volunteers** - 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 shall maintain 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 shall serve to inform and voice local concerns.

### **IV. DEFINITION AND EXPLANATION 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.

**Short-Term** - Stay of 2 to 60 days.

**Transitional Housing Stay Period** - 2 to 6 months.

**Exhibit A**  
**Program/Project Description**

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**V. OTHER CONTRACTOR RESPONSIBILITIES**

- A. The Contractor shall provide and maintain a system through which recipients of services provided under this Agreement shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of such services.
- B. The Contractor agrees to keep the San Mateo County Human Services Agency informed about its services and activities under this Agreement, 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 provide the Human Services Agency with an annual budget. In addition, the Contractor will maintain all pertinent records and data collection forms that reflect activities listed in this Agreement for a period of three (3) years.
- D. Contractor shall perform the following specific tasks for each of the program components:
1. Provide support services, for families and/or individuals to assist client them to successfully transition into permanent housing, specifically including children's programs for facilities for families, a casework counseling program, rental and employment information and social services provided through individual and group meetings, and referral to other community agencies.
  2. Work with other service providers, church groups and individuals in San Mateo County to secure volunteer and charitable support.
  3. Provide administrative, management, supervision, accounting, planning, public relations and overhead which supports the operations of the facilities 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.
  4. Provide ongoing fund raising and grant writing activities to secure funds for operating and staff expenses of the facilities with the objective of creating a broad base of financial and volunteer support for them and lessening their dependence upon direct County funding.
- E. CSAT funding provided under this Agreement shall be used to provide a collaborative program integrating homeless and substance abuse services by placing at least two Contractor-employed substance abuse counselors at the Maple Street site.

These counselors will provide assessment, referral, pre-treatment, case management, and structured treatment programs with individual and group counseling. This program will also incorporate residential substance abuse treatment beds dedicated to serving homeless substance abusers referred from the shelters, and supported residential treatment for working homeless substance abusers. Service League and Project 90, nonprofit substance abuse treatment

**Exhibit A**  
**Program/Project Description**

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providers, will work with the shelters to increase linkages to related services including housing, primary health care, and mental health services.

- F. Contractor shall participate in planning and utilization of the Homeless Management Information System (HMIS) as it is developed.
- G. Contractor shall participate with the County in developing and implementing standard responsibilities for building and shelter operations.

**VI. CONFIDENTIALITY**

Contractor agrees to comply with the provisions of Section 10850 of the California Welfare and Institutions Code and Division 19-000 of the State Department of Social Service Manual of Policies and Procedures.

**VII. RESPONSIBILITIES RELATING TO THE COUNTY'S OBM INITIATIVE**

Contractor shall 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.

County, through the Human Services Agency, shall:

- 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.

**Exhibit B**  
**Payments**

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1. Payment to Contractor shall be made on a reimbursement basis at the rate of \$45 per Person Shelter Day (PSD) at the various facilities identified in Exhibit A of this Agreement. Contractor shall also be entitled to reimbursement at the full PSD rate including day of departure for each family/household since a full day is utilized in moving out to permanent housing and the unit is not available for occupancy by another family during that move out day. County acknowledges that two days for cleaning and repairs may be required after a family departs and that the Contractor is therefore entitled to reimbursement for up to two days for time actually required for cleaning and repairs. Total number of PSDs projected for this Agreement is 10,560.

Payment shall be made on a quarterly basis following receipt of an invoice which shows total number of PSDs provided during the quarter. The invoice shall specify the specific locations where the PSDs are provided.

2. All payments to Contractor shall be made on a quarterly basis and must be accompanied by the reports specified in Exhibit D of this Agreement. The County will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved. The County shall state the specific nature of its objections to Contractor's work 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 either party.

3. The Human Services Agency Director may modify the payment terms specified above, but in no case shall the amount of payment to the Contractor exceed \$475,225.

Exhibit C

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 regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor (s) gives/give this assurance in consideration of and 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), 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(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 regulations.

Name of 504 Person - Type or Print

Name of Contractor(s) - type or Print  
Shelter Network  
1450 Chapin, 2<sup>nd</sup> Floor  
Burlingame, CA 94010

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

5-27-03  
Date

Michelle Jackson Executive  
Signature and Title of Director  
Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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."



**Exhibit D  
Program Monitoring**

Contractor shall submit to the Office of Housing a **Quarterly Performance Report** within 30 days of the end of each quarter and shall consist of four parts:

1. A Performance Log - to be submitted on the form provided by the County Office of Housing, which shall provide income and demographic information of each individual or household served, as well as a brief description of the services provided during the quarter. A separate Performance Log shall be submitted for each of the facilities identified in Exhibit A.
2. The Performance Summary - to be submitted on the form provided by the County Office of Housing, which shall summarize the number of households served by their ethnicity and income.
3. The Performance Summary - by facility - to be submitted on the form provided by the County Office of Housing.
4. A Narrative - providing a brief description of the general activities undertaken to support the operations of the various shelters and programs offered.

Contractor shall maintain files in their offices which shall contain the information required in the Performance Reports. Each household or individual served shall be assigned an individual file identifier which shall be provided to the Office of Housing as a part of the Performance Log. The file identifier can be the name of the client or, if confidentiality is a concern, a numerical identifier may be used. Household income shall be documented by a statement of income signed by the client or verified by pay stubs, income tax returns, report of benefits, pensions or other suitable verification of income.

All families served must have household incomes which do not exceed the low income limits established by the Department of Housing & Urban Development. The limits in effect for the current contract period are as follows:

**2003 SAN MATEO COUNTY INCOME LIMITS**  
as defined by HUD and the State of California (prepared 4/11/03)

Income Category	-----INCOME LIMITS BY FAMILY SIZE-----							
	1	2	3	4	5	6	7	8
Extremely Low*	\$23,750	\$27,150	\$30,550	\$33,950	\$36,650	\$39,350	\$42,050	\$44,800
Very Low**	\$29,600	\$32,250	\$35,900	\$39,550	\$41,050	\$45,600	\$70,100	\$47,650
Low*	\$63,350	\$72,400	\$81,450	\$90,500	\$97,700	\$104,950	\$112,200	\$119,450

\* Income figures provided by HUD for all San Mateo County federal entitlement programs (CDBG, HOME, ESG)

\*\* Income figures provided by State of CA HCD – You should verify the income figures for each specific program.

Contractor shall provide an **Emergency Shelter Grant (ESG) Annual Report** on the form provided by the County Office of Housing. The report should address all of the Shelter Network facilities covered under this contract.

**Exhibit E**  
**Additional Program Requirements**

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**1. BREACH OF AGREEMENT**

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. AGREEMENT 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 County, no member of the County's 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**

Federal 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. Federal funds shall not be used by Contractor to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract.

**Exhibit E**  
**Additional Program Requirements**

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**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 24 CFR §§570.600-612:

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, " . . . without any 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 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.)

**Exhibit E**  
**Additional Program Requirements**

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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.

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.

**Exhibit E**  
**Additional Program Requirements**

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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.

K. Housing & Community Developments Act of 1974, 24 CFR Part 5 which provides that assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24. This provision covers all Contractors and subrecipients, as well as subcontractors of Contractor or subrecipient, whose names are included in the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs." Inclusion in the aforementioned List during the term of this agreement would constitute grounds for contract termination as described in Sections 1 and 2 herein this Exhibit. The aforementioned List can be found on the Web at <http://epls.arnet.gov>.

**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).

**Exhibit E**  
**Additional Program Requirements**

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C. The CFDA # for the entitlement programs to which this applies are as follows:

- 1) Community Development Block Grant (CDBG): 14.2182)
- 2) Emergency Shelter Grant (ESG): 14.231
- 3) HOME Investment Partnership (HOME): 14.239
- 4) McKinney Supportive Housing: 14.235

Exhibit F  
COUNTY OF SAN MATEO

**Equal Benefits Compliance Declaration Form**

**I Vendor Identification**

Name of Contractor: Shelter Network  
Contact Person: Michelle Jackson / Randy Walker  
Address: 1450 Chapin, 2<sup>nd</sup> 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

\*If the answer to one or both of the above is no, please skip to Section IV.\*

**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.

Michelle Jackson  
Signature  
Executive Director  
Title

Michelle Jackson  
Name (Please Print)  
5-27-03  
Date

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** 5/14/2003

**TO:** Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

**FROM:** Lucho Bravo (650) 802-5100  
FAX: (650) 596-3478 PONY: HSA210

**SUBJECT:** Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Shelter Network

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 and transitional housing to clients with special needs.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$ 1m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>\$ 1m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse  
Risk Management Signature

5-14-03  
Date



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/07/2002

**PRODUCER**  
Sinclair-Dwyer & Co., Inc.  
15890 Foothill Blvd.  
San Leandro, Ca. 94578-2101  
510.317.7000

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 BELOW.

**INSURERS AFFORDING COVERAGE**

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

INSURER A: Nonprofits Insurance Alliance CA  
INSURER B: State Compensation Insurance Fund  
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 OR 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	2002-01344-NPO	07/01/02	07/01/03	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 - COM/OP AGG \$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY <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	2002-01344-NPO	07/01/02	07/01/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	170217302	07/01/02	07/01/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS / 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

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER: **A** CANCELLATION

County of San Mateo  
Office of Housing  
Attn: Judy Davila  
262 Harbor Blvd, Building A  
Belmont, CA 94402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 *Pat Curran*