

**AGREEMENT BETWEEN
COUNTY OF SAN MATEO**

AND

SHELTER NETWORK

for the

**MOTEL VOUCHER PROGRAM AND TRANSITIONAL HOUSING FOR FAMILIES WITH
SPECIAL NEEDS PROGRAM**

For the period of

July 1, 2004 to June 30, 2005

Contact Person: Mendoza, Rosa
Telephone number: (650) 802-5037

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
SHELTER NETWORK FOR MOTEL VOUCHER PROGRAM AND TRANSITIONAL
HOUSING FOR FAMILIES WITH SPECIAL NEEDS PROGRAM**

THIS AGREEMENT, entered into this _____ day of _____, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Shelter Network, hereinafter called "Contractor";

W I T N E S S E T H:

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 thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of Motel Voucher Program and Transitional Housing for Families With Special Needs Program; and

WHEREAS, both parties now wish to enter into an Agreement, to provide the Motel Voucher Program and Transitional Housing for Families With Special Needs Program for the period of 7/1/2004 to 6/30/2005, for a total obligation of \$400,000.00.

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

<u>CONTRACT AMOUNT</u>	\$400,000.00	<u>CONTRACT TERM</u>			
		Start Date :		7/1/2004	
		End Date :		6/30/2005	
<u>COUNTY REPRESENTATIVE</u>			<u>CONTRACTOR REPRESENTATIVE</u>		
Steve Cervantes, Director, Office of Housing			Michele Jackson, Executive Director		
262 Harbor Blvd., Bldg A			1450 Chapin Avenue, 2nd Floor		
Belmont, CA 94002			Burlingame, CA 94010		
(650)802-5050	Fax:	(650)802-5049	(650)685-5880	Fax:	

1. Exhibits.

The following Exhibits and Attachments are attached hereto and incorporated by reference herein:

- Exhibit A: Program/Project Description
- Exhibit B: Method and Rate of Payment
- Exhibit C: Equal Benefits Compliance Declaration Form
- Exhibit D: Monitoring
- Attachment I—§504 Compliance

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **Four Hundred Thousand Dollars, \$400,000.00.**

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from 7/1/2004, through 6/30/2005.

This Agreement may be terminated by Contractor, the Human Services Director, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. 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, or 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 whomsoever belonging, (C) 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, as amended, or (D) any other loss or cost, including but not limited to that caused by 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 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.

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. 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 Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division 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 Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is 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.
- (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 contractors operations under this Agreement, whether such operations be by himself/herself or by any subcontractor 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

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.

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.

10. Compliance with laws; payment of Permits/Licenses.

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped 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 Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

- D. *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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to 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 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.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit.

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to: County of San Mateo Steve Cervantes, Director, Office of Housing 262 Harbor Blvd. Bldg. A Belmont, CA 94002	In the case of Contractor, to: Shelter Network Michele Jackson, Executive Director 1450 Chapin Avenue, 2nd Floor Burlingame, CA 94010
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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Agreement regarding Motel Voucher Program and Transitional Housing for Families With Special Needs Program.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County


Date: _____

ATTEST:

By: _____
Clerk of Said Board

SHELTER NETWORK

By: Scott Flescher, Director of Finance
Print Name and Title



Signature

Date: 8/10/04

Exhibit A
Program/Project Description

A. The Contractor will manage and coordinate a Motel Voucher Program by providing the following services:

1. Recruitment and retention of participating motels;
2. Negotiation of rates of payment for vouchers with participating motels;
3. Provide motel voucher services and issue vouchers to participating motels;
4. Evaluation and referrals of clients to the participating motels that have agreed to accept vouchers as a guarantee for payment;
5. Receive invoices and pay motels upon use of the established voucher;
6. Provide a short term motel stay with access to transitional housing if appropriate to clients meeting the Human Services Agency (HSA) requirements (term of stay will not exceed two weeks without approval of the HSA);
7. Establish relationships with local landlords;
8. Provide housing related case management services to families, including education on:
 - a. How to look for and retain housing
 - b. How to be a good tenant
 - c. Money management
9. Facilitate entry to transitional housing for appropriate families;
10. Access resources such as Family Self-Sufficiency Team (FSST), Section 8, Moving to work, Welfare to Work, move in expenses and furniture;
11. Attend FSST meetings when requested by HSA case managers;
12. Establish regular communications with ongoing CPS worker and other HSA case managers.

B. Contactor will provide special needs transitional housing that will include the following:

1. Transitional Housing for Families with Special Needs involved with the HSA. (Special needs are those that impact the ability to secure housing, examples of which could include families in drug or alcohol recovery, mental health treatment, domestic violence survivors, leaving incarceration, or any other similar situation);
2. Provide transitional housing based on the need of the family and the case plan as established by the HSA case manager and the contractor (from 6 to 12 months);
3. Receive referrals or the special needs transitional housing from HSA staff or from the Motel Voucher Program;
4. Provide supportive services appropriate to the needs of the family and in coordination with the HSA case plan. Such services may include licensed childcare, transportation assistance to treatment programs, health services, supplemental parent education and other services as designated;
5. Work closely with HSA case managers to ensure regular communications about families progress and modifications of case plans and court orders that may apply;
6. Participate when necessary in case planning activities such as FSST and others as identified;
7. Provide appropriate staff training in order to address the range of supportive services needed by special needs families;
8. Provide housing related services to secure safe and stable housing upon completion of the transitional housing program in accordance with the HSA case plan.

C. Contractor shall continue to participate in utilization of the Homeless Management Information System (HMIS) as it is developed.

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
Method and Rate of Payment

- A. For the Motel Voucher Program, Contractor shall be paid as follows:
1. \$180,000 as direct reimbursement for actual expenditures of motel vouchers used in the program. Payment will be by submittal and approval of quarterly Invoice by the Director of HSA or her designee showing actual expense by month. Monthly financial statement of voucher expenses to be provided to the County within 7 days of the end of each month.
 2. Contractor shall receive the amount of \$22,500 per quarter, for the administration of the program.
- B. For the Supportive Transitional Housing Program, Contractor shall be paid \$32,500 per quarter providing that the stipulations in Exhibit D have been met.
- C. 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.
- D. HSA Director may modify the payment terms specified above, but in no case shall the amount of payment to the Contractor exceed \$400,000.

**Exhibit C
COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form**

I Vendor Identification

Name of Contractor Shelter Network
Contact Person Michele Jackson, Executive Director
Address: 1450 Chapin Avenue, 2nd Floor
Burlingame, CA 94010
Phone Number (650) 685-5880
Fax Number _____

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.

Scott Flesher
Signature
DIRECTOR OF FINANCE
Title

SCOTT FLESHER
Name (Please Print)
8/10/04
Date

Exhibit D
Monitoring

Contractor shall submit to the County (Office of Housing) a **Quarterly Performance Report** within 30 days of the end of each quarter. This quarterly report shall consist of three parts:

1. Performance Log to be submitted on a 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. The Log shall further contain information on referral source of the beneficiaries.
2. Performance Summary to be submitted on a form provided by the County Office of Housing, which shall summarize the number of clients served by their ethnicity and income.
3. Narrative Report which provides a narrative of highlights/details of both the funded activity and of the Contractor's organization.

Sample forms are attached at the end of this Exhibit D and can be e-mailed to Contractor upon request.

Contractor shall maintain files in its offices all of 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 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.

Instructions For Completing Performance Reporting Forms For Public Services (rev. 5/04)

Performance Log :

The following is a brief description of what we expect for each log entry.

- Log #: Consecutive numbering for ease of reference
- Client Identifier: This can be the name of the individual/household served or, for confidentiality purposes, a unique file number.
- Income Codes: This should be based on the incomes provided to you as a part of the Agreement.

The following refer specifically to Head of Household only:

Race Codes: HUD is now requiring expanded racial coding based on five racial categories plus five mixed-race categories, one of which is "Other Multi-Racial" for those who do not fit one of the other 9 categories or refuse to answer the question. Note also that the American Indian designation now includes indigenous people from both the North and South American continents as opposed to the traditional USA Indian tribes.

Hispanic: This is an ethnicity designation which would be overlaid with one of the new racial codes. You would provide a simple Yes or No indication.

Female: Again, this is a simple Yes or No answer based on Head of Household

Elderly: Yes or No for Head of Household age 62 or older.

Disabled: Yes or No for Head of Household.

Description of Services should be brief enough to fit within the space provided. A further, more comprehensive, narrative description may be included as an attachment.

Performance Summary:

This report summarized the information regarding Income and Race/Ethnicity provided in the Performance Log. For the first Reporting Period, the Year to Date column would be identical to the Current Period column. For all subsequent Reports the Year to Date column would be the total of the Current Period entries with the Year to Date entries from the previous report. The totals for Income Category and for Racial Data should each match with the Total Number Served. Note that for the Hispanic Ethnicity, you must indicate how many within each Racial Code are of Hispanic Ethnicity.

Performance Summary (form rev. 5/04)

Sponsor Name, Address and Telephone		Reporting Period			
		Beginning :			
		Ending :			
		Current Period		Year to Date	
Total Number Served (Check One) <input type="checkbox"/> Persons <input type="checkbox"/> Households					
Income Data		Current Period		Year to Date	
	Number of Low Income				
	Number of Very Low Income				
	Number of Extremely Low Income				
Racial/Ethnicity Data (Head of Household Only)		Current Period		Year to Date	
			Hispanic Ethnicity		Hispanic Ethnicity
11	White				
12	Black/African American				
13	Asian				
14	American Indian*/Alaskan Native				
15	Native Hawaiian/Pacific Islander				
16	American Indian*/Alaskan Native <u>and</u> White				
17	Asian <u>and</u> White				
18	Black/African American <u>and</u> White				
19	Amer. Ind.*/Alaskan. Native <u>and</u> Black/African Amer.				
20	Other Multi-Racial				
Other Demographics (Head of Household Only)		Current Period		Year to Date	
	Female				
	Elderly				
	Handicapped				

* includes indigenous peoples from both North and South American continents

ATTACHMENT I
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.

SCOTT FLESHER

Name of 504 Person - Type or Print

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

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

8/10/04

Date

SCOTT FLESHER

Signature and Title of
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."

SAN MATEO COUNTY
MEMORANDUM

RUSH

DATE: August 12, 2004
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Carla Damante FAX: (650) 596-3478 PONY: HSA-210
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Shelter Network for Shelter Operations and
Motel Voucher & Transitional Housing Programs

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No.

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: >1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: (Two Agreements)

- 1) Shelter Network provides emergency assistance for up to 18 homeless families at a time through the operation of First Step for Families in San Mateo.
- 2) Shelter Network provides funding for the Motel Voucher Program and Transitional Housing for Families With Special Needs Programs.

The following will be completed by Risk Management:

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

REMARKS/COMMENTS:

Risk Management Signature

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2004

PRODUCER (650)341-4484 FAX (650)341-4465
Business Professional Ins. Assoc. Inc.
 1519 South B Street
 San Mateo, CA 94402

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.

INSURED Shelter Network of San Mateo County
 1450 Chapin Avenue, 2nd Floor
 Burlingame, CA 94010

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NIAC	
INSURER B:	
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 ADD'L LTR/INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2004-01344-NPO	07/01/2004	07/01/2005	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input 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	2004-01344-NPO	07/01/2004	07/01/2005	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 EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is named as additional insured with respects to the insured's interests.

Additional Insured applies to General Liability policy only, per form CG2026 11/85.
 Ten (10) day notice of cancellation for non-payment of premium shall apply.

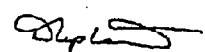
CERTIFICATE HOLDER

County of San Mateo
 Human Services Agency
 262 Harbor Blvd., Bldg A
 Belmont, CA 94002

CANCELLATION

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Debbie Upland/DOM





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
INSURED: Shelter Network of San Mateo County
POLICY# : 2004-01344-NPO

SCHEDULE

Name of Person or Organization:

County of San Mateo
Human Services Agency
262 Harbor Blvd., Bldg A
Belmont, CA 94002

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of the policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete the endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented to you.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID SO SHELT-6	DATE (MM/DD/YYYY) 08/12/04
PRODUCER (WC) Heffernan Insurance Brkrs 1350 Carlback Ave, Suite 200 Walnut Creek CA 94596 Phone: 925-934-8500 Fax: 925-934-8278		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.	
INSURED Shelter Network of San Mateo County 1450 Chapin Ave, 2nd Floor Burlingame CA 94010		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Alea North American Ins. Co.	
		INSURER B:	
		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	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 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/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC1003301	04/01/04	04/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
		OTHER				

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

CERTIFICATE HOLDER SANM110 County of San Mateo 262 Harbor Blvd, Bldg A Belmont CA 94402	CANCELLATION 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
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.