



**AGREEMENT BETWEEN
COUNTY OF SAN MATEO
AND
SHELTER NETWORK
FOR THE
HOMELESS SHELTER OPERATIONS
FOR THE PERIOD OF
JULY 1, 2005 TO JUNE 30, 2007**

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

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

THIS AGREEMENT, entered into this _____ day of _____, 2005, 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, the Shelter Network applied for funding through the Notice of Funding Availability (NOFA) and was recommended for funding by the Housing and Community Development Committee (HCDC) Committee for inclusion in the FY 2005-06 CDBG Action Plan. On May 3, 2005, the Board of Supervisors approved the Shelter Network for inclusion in the Community Development Block Grant (CDBG) Action Plan for Fiscal Year 2005-06; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose providing Homeless Shelter Operations; and

WHEREAS, both parties now wish to enter into an Agreement in the amount of \$195,000.00 for FY 2005-06 and the term for the period of July 1, 2005 to June 30, 2007. Funding for Fiscal Year 2006-07 will be based on availability of Funds and approval of the Community Development Block Grant (CDBG) and the Emergency Shelter Grant (ESG) for that year.

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

<u>CONTRACT AMOUNT</u>	\$195,000.00	<u>CONTRACT TERM</u>	
		Start Date :	7/1/2005
		End Date :	6/30/2007
<u>COUNTY REPRESENTATIVE</u>		<u>CONTRACTOR REPRESENTATIVE</u>	
Director, Department of Housing		Michele Jackson, Executive Director	
262 Harbor Blvd., Bldg A		1450 Chapin Avenue, 2nd Floor	
Belmont, CA 94002		Burlingame, CA 94010	

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
- Exhibit E: Additional Program Requirements
- 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 **One Hundred Ninety Five Thousand Dollars (\$195,000)**.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2005 through June 30, 2007.

This Agreement may be terminated by Contractor, the Director of the Department of Housing, 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 Contractor 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 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

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 Director, Department 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 Shelter Operations.

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SHELTER NETWORK

By: Michele Jackson, Exective Director
Print Name and Title

Signature

Date: _____

Exhibit A
Program/Project Description

Contractor shall, under the general direction of the Department Of Housing or 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 Shelter, 1580A Maple Street, Redwood City
- 4) Redwood Family House, 110 Locust Street, Redwood City
- 5) Haven Family House, 260 Van Buren Road, Menlo Park

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.

Sites/Facilities	Services	Performance
Family Crossroads	Transitional housing & social services	40 families (12 max. at any one time)
First Step for Families	Short-term & mid-term transitional housing & services for families	230 families 39 units
Maple Street	Short-term & mid-term transitional housing & services for individuals	600 individuals (men & women) (76 max. no. at any one time/32 beds for short-term stay/44 beds for transitional period)
Redwood Family House	Transitional housing & social services	30 families (9 max. at any one time)
Haven Family House	Transitional housing & social services	40 families, including children (15 max. at any one time)

Exhibit A Program/Project Description

Social services shall be offered to all clients participating in transitional housing programs. Social services will include crisis intervention, case management, 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.

II. SUPPORTING ACTIVITIES

Administrative Support - Shall be provided to all programs through Contractor's administrative staff, located at 1450 Chapin Avenue, 2nd 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 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 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.

Exhibit A
Program/Project Description

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.

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

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 Department of Housing informed about its services and activities under this Agreement, and to accept appropriately referred clients from the San Mateo County Department of Housing for its contract services as part of its client base.
- C. The Contractor shall provide the Department of Housing 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 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.
 5. Contractor shall participate in planning and utilization of the Homeless Management Information System (HMIS) as it is developed.

Exhibit A
Program/Project Description

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 Participating in a review of performance and outcome information;
- Comply with OBM Implementation Guidelines as specified.

County, through the Department of Housing, 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

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 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 4,334.

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 Director of Housing may modify the payment terms specified above, but in no case shall the amount of payment to the Contractor exceed \$195,000.00.

**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.

Signature

Title

Name (Please Print)

Date

Exhibit D 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 three parts:

1. Performance Log, to be submitted on 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.
2. Performance Summary, to be submitted on 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 may provide alternative forms so long as all of the required information is present.

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 will be provided to you by the San Mateo County Department of Housing. The low income limits for FY 2005 are outlined below.



San Mateo County Human Services Agency Office of Housing

2005 SAN MATEO COUNTY INCOME LIMITS as defined by HUD and the State of California

(prepared 2/27/04)

-----INCOME LIMITS BY FAMILY SIZE-----								
Income Category	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*	\$39,600	\$45,250	\$50,900	\$56,550	\$61,050	\$65,600	\$70,100	\$74,650
Low *	\$63,350	\$72,400	\$81,450	\$90,500	\$97,700	\$104,950	\$112,200	\$119,450

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

**Exhibit D
Monitoring**

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.

**Exhibit D
PERFORMANCE LOG**

(rev. 4/04)

Page of
Program:
Reporting Period :

Log #	Client Identifier	Income Code	Race Code	Hispanic Ethnicity Y/N	Female Y/N	Elderly Y/N	Disabled Y/N	Description of Services

**Exhibit D
Monitoring**

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) " Persons " 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		Hispani Ethnici
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

**Exhibit D
Monitoring**

QUARTERLY NARRATIVE REPORT

Organization:

Project:

Period Covered:

Summary/Highlights This Quarter of your Funded Project

Organization Highlights This Quarter

* includes indigenous peoples from both North and South American continents

Exhibit E
Additional Program Requirements

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, 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 receive or have any interest, direct or indirect, in the housing or services provided pursuant to this 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.

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, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin handicap or familial status. The Fair Housing Act, as amended in 1988, also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 or more units, constructed for first occupancy after March 13, 1991, must be designed and constructed in a manner that the public and common use portions of such dwellings are readily accessible to and usable by disabled persons. All premises within such dwellings must incorporate features of adaptive design regarding accessibility routes into and through the dwelling and design features within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.)

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

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

In the case of multifamily rental housing, projects of five or more units must be designed and constructed to be readily accessible to and usable by persons with disabilities. For new construction involving five or more units, and substantial rehabilitation projects of 15 or more units (with substantial rehabilitation defined as rehabilitation costs representing 75 percent or more of the replacement costs of the completed facility), the following requirements must be followed - a minimum of 5 percent of the dwelling units must be accessible to individuals with mobility impairments and an additional 2 percent accessible to individuals with sensory

impairments. At the minimum, one unit shall be made accessible to mobility-impaired individuals and one unit accessible to sensory impaired individuals. When less than substantial rehabilitation is undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum of 5 percent of the dwelling units (but not less than one unit) are accessible to persons with mobility impairments; for this category of less than substantial rehabilitation, the additional 2 percent of the units for persons with sensory impairments does not apply. Also for this category of rehabilitation, if undertaking accessibility alterations imposes undue financial and administrative burdens on the operation of the multifamily housing project, the alterations are not required.

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

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

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

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

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

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

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

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).

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

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.

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.

Date

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."