

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

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and Shelter Network, hereinafter called "Contractor";

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;

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

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

1. Exhibits and Attachments

The following exhibits and attachments are included 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 **Two Hundred Eighty Eight Thousand Seven Hundred Nine Dollars, (\$288,709).**

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, 2006.

This Agreement may be terminated by Contractor, and/or the Director of the Human Services Agency, 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 sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

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 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 Services Manual of Policies and Procedures.

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

11. Non-Discrimination

- A. *Section 504 applies only to Contractor 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:

San Mateo County Human Services Agency
Stephen Kaplan, Director, Northern Region
350 90th Street
Daly City, CA 94015

In the case of Contractor, to:

Shelter Network – For Homeless Shelter Operations
Michele Jackson, Executive Director
1450 Chapin Avenue, 2nd Floor
Burlingame, CA 94010

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Shelter Network - Homeless Shelter Operations
Michele Jackson, Executive Director
1450 Chapin Avenue, 2nd Floor
Burlingame, CA 94010

Contractor's Signature

Date: _____

Exhibit “A”
Program/Project Description

In consideration of the payments set forth in Exhibit “B”, Contractor will provide the following services under the general direction of the Human Services Agency or authorized representatives:

I. CLIENT SERVICES:

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

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

All Contractor programs are to be open 24 hours a day and referrals are to be accepted through local community-based organizations daily from 9:00 a.m. through 5:00 p.m., Monday through Friday. Contractor will 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 and Mid-term transitional housing & services	200 families (39 max. at any one time)
Maple Street	Transitional housing & services for individuals	600 individuals (men & women) (76 max. at any one time 32 beds for short-term stay and 44 beds for transitional period)
EPA House	Transitional housing & social services	4 individuals (4 max. at any one time)
Redwood Family House	Transitional housing & social services	30 families (9 max. at any one time)
Haven Family House	Transitional housing & social services	50 families, including children (15 max. at any one time)
Bridges Program	Countywide scattered-site transitional housing & social services - transitional housing is longer term	30 families/households

Social services will be offered to all clients participating in transitional housing programs. Social services will include crisis intervention, case management, short-term counseling, weekly self-sufficiency workshops, weekly group meetings, advocacy, housing and employment development

assistance, personal financial assistance, health and mental health referral, coordination of services with local community agencies, mandatory savings program, move-in costs, voluntary follow-up case management services, transportation, food and household items for relocation to permanent housing.

II. SUPPORTING ACTIVITIES

Administrative Support - Will 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 will 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 will be conducted by Contractor's 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's Board of Directors. Contractor will 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's staff will be conducted using other social services professionals with expertise in specific areas. Regular educational presentations by Contractor's staff and Board to interested community groups will also continue on a regular basis.

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

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

Community Coordination - Contractor's Executive Director, Director of Programs and Services, Program Directors and Casework staff will regularly participate in local networks and the Continuum of Care Collaborative to promote collaboration and coordination to support transitional housing services.

III. DESCRIPTIONS OF THE SERVICE ENVIRONMENTS

Clients Served - Contractor will continue to serve homeless residents of San Mateo County, both families and individuals, referred by the County's existing CORE Services Agencies and other social service providers.

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

Support Committees - Each transitional housing program will maintain a community support committee comprised of local service providers, representatives of religious congregations and community organizations, school districts, law enforcement and concerned citizens. In addition to creating a local base of support for each program in the local community, the Support Committees will serve to inform and voice local concerns.

IV. DEFINITION AND EXPLANATION OF TERMS

Case Management - The oversight, planning and coordination of various systems related to the provision of Social Services.

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

Short-Term - Stay of 2 to 60 days.

Transitional Housing Stay Period - 2 to 6 months.

V. OTHER CONTRACTOR RESPONSIBILITIES

A. The Contractor will provide and maintain a system through which recipients of services provided under this Agreement will have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of such services.

B. The Contractor agrees to keep the San Mateo County Human Services Agency informed about its services and activities under this Agreement, and to accept appropriately referred clients from the San Mateo County Human Services Agency for its contract services as part of its client base.

C. The Contractor will provide the Human Services Agency with an annual budget. In addition, the Contractor will maintain all pertinent records and data collection forms that reflect activities listed in this Agreement for a period of three (3) years.

D. Contractor will perform the following specific tasks for each of the program components:

1. Provide support services, for families and/or individuals to assist client 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 will participate in planning and utilization of the Homeless Management Information System (HMIS) as it is developed.

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

- 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; and
- Complying with OBM Implementation Guidelines as specified.

County, through the Human Services Agency, will:

- Provide technical assistance and support to assist Contractor’s implementation of the County’s Outcome-Based Management and Budgeting (OBM) initiative; and
- Conduct review of performance and outcome information.

Exhibit B
Method and Rate of Payment

1. Payment to Contractor will 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 will also be entitled to reimbursement at the full PSD rate including day of departure for each family/household since a full day is utilized in moving out to permanent housing and the unit is not available for occupancy by another family during that move out day. County acknowledges that two days for cleaning and repairs may be required after a family departs and that the Contractor is therefore entitled to reimbursement for up to two days for time actually required for cleaning and repairs. Total number of PSDs projected for this Agreement is 6416.

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

2. All payments to Contractor will 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 will state the specific nature of its objections to Contractor's work in writing. County will also specify what actions or changes are necessary to make the work acceptable. Contractor will respond to County within 15 days of receipt of such objections. The parties to this Agreement will meet to discuss such objections at the request of either party.

3. The Director of Substance Abuse and Shelter Services may modify the payment terms specified above, but in no case will the amount of payment to the Contractor exceed \$288,709.

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 x21
Fax Number (650) 685-5881

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

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

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Signature

Name (Please Print)

Title

Date

Exhibit D
Monitoring

Contractor will submit to the Human Services Agency, Shelter Services a **Quarterly Performance Report** within 30 days of the end of each quarter that will consist of two parts (Item 1 and 2):

1. Performance Log, to be submitted on form provided by the County Human Services Agency, Shelter Services, which will 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 will further contain information on referral source of the beneficiaries. Contractor will enter universal data element, services provided and program entry data in Housing Our People Effectively (HOPE) Homeless Management Information Systems (HMIS) for all clients. Performance reports will be generated by the County from the HOPE system.
2. Narrative Report, which provides a narrative of highlights/details of both the funded activity and of the Contractor's organization; also
3. Submit to the County the following reports:
 - a. Annual Budget Report;
 - b. Board of Directors' Roster;
 - c. Board Meetings Schedule; and
 - d. Notification to Human Services Agency, Shelter Services of any significant changes

Contractor will maintain files in their offices which contains the information required in the Performance Reports. Each household or individual served will be assigned an individual file identifier which will be provided to the Human Services Agency, Shelter Services 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 will 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 criteria of the Moving to Work program. Contractor will assess family eligibility and enroll families that meet the criteria. Contractor will verify income and maintain verification in clients files.