

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

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 the Motel Voucher Program and Transitional Housing for Families with Special Needs; and

**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 **Four Hundred Sixteen Thousand One Hundred Twenty Dollars, (\$416,120)**.

**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 90<sup>th</sup> Street  
Daly City, CA 94015

**In the case of Contractor, to:**

Shelter Network – Motel Voucher Program  
Michele Jackson, Executive Director  
1450 Chapin Avenue, 2<sup>nd</sup> 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, 2<sup>nd</sup> 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 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. Contractor 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 will 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 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

For the Motel Voucher Program, Contractor shall be paid as follows:

- A. For the Motel Voucher Program, Contractor will be paid as follows:
  - 1. A maximum of \$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 his/her designee showing actual expense by month. Contractor shall provide the County with monthly financial statements of voucher expenses within 7 days of the end of each month.
  - 2. Contractor shall receive the amount of \$25,220 per quarter, for the administration of the program. In any case the maximum total amount to be paid for such administration expenses will not exceed \$100,880.
- B. For the Special Needs Transitional Housing Program, Contractor shall be paid \$33,810 per quarter providing that the stipulations in Exhibit D have been met. In any case the maximum total amount to be paid for such program will not exceed \$135,240.
- C. All payments to Contractor shall be made on a quarterly basis provided the reports specified in Exhibit D of this Agreement have been provided by the Contractor to the County in a timely manner. 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 \$416,120 as set forth above.

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

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**I Vendor Identification**

Name of Contractor	Shelter Network, For Motel Voucher and Transitional Housing for Families with Special Needs
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

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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 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 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.

**ATTACHMENT I**  
**Assurance of Compliance with Section §504**  
**of the Rehabilitation Act of 1973, as Amended**

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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.

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Name of 504 Person - Type or Print

Shelter Network, Motel Voucher Program and Transitional Housing Program  
1450 Chapin Avenue, 2nd Floor  
Burlingame, CA 94010

Name of Contractor(s) – type or Print

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

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Date

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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."