

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

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, the Transitional Housing for Families with Special Needs and the Inclement Motel Voucher Programs for the residents of San Mateo County.

**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—Contractor’s Declaration Form
- Exhibit D—Program Monitoring
- Exhibit E—Outcome Based Management (OBM) Initiative
- Exhibit F—Fingerprinting Compliance
- Attachment I—§504 Compliance
- Attachment II—Health Insurance Portability and Accountability Act (HIPAA)

**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 Million Two Hundred Forty Four Thousand Six Hundred Forty Two Dollars (\$2,244,642).

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2010, through June 30, 2013.

This Agreement may be terminated by Contractor, 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 insurance and to obtain such approval. The Contractor shall furnish the County 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 County 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 and Other Requirements**

- 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. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

**13. 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.

**14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

**15. Controlling Law and Venue**

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

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

County of San Mateo Human Services Agency  
Ali Shirkhani, Analyst  
262 Harbor Boulevard, Building A  
Belmont, CA 94002

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

Shelter Network – Motel Voucher Program  
Michele Jackson, Executive Director  
1450 Chapin Avenue, Second Floor  
Burlingame, CA 94010

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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 – MOTEL VOUCHER PROGRAM**  
Michele Jackson, Executive Director  
1450 Chapin Avenue, Second Floor  
Burlingame, CA 94010

\_\_\_\_\_  
Contractor's Signature

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

**Exhibit A**  
**Program/Project Description**  
**Shelter Network**  
**Motel Voucher, Transitional Housing for Families With Special Need,**  
**and Inclement Weather Programs**  
**FY 2010-13**

In consideration of the payments set forth in Exhibits "B", Contractor will provide the following services under the general direction of the Human Services Agency (HSA) Director of Shelter Services or his/her authorized representatives:

**I. CLIENT SERVICES FOR FAMILIES:**

**A. Services for Motel Voucher Program** - The Contractor will manage and coordinate the Motel Voucher Program by providing the following services:

1. Recruitment and retention of participating motels;
2. Negotiations of rate of payments for vouchers with participating motels;
3. Provide vouchers to clients and/or issue vouchers to participating motels not to exceed 17 rooms per night based on available funding.
4. Evaluations and referrals of clients to the participating motels (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 short term motel stay with access to transitional housing if appropriate to clients meeting HSA's requirements (term of stay will not exceed two weeks without the approval from HSA);
7. Establish partnerships 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 the entry to transitional housing for appropriate families;
10. Provide resources such as the Family Self-Sufficiency Team (FSST), Section 8, Moving to Work, Welfare to Work, and as available move-in expenses and furniture;
11. Attend FSST meetings when requested by HSA Case Managers; and
12. Establish regular communications with ongoing Child Protective Services (CPS) Workers and other HSA Case Managers.
13. Provide ongoing list of the families who are in the MVP to H.S.A.
14. Verify family's eligibility for the CalWORKs 16 days Temporary Homeless Assistance (THA) through H.S.A prior to program entry.
15. Develop plans for the families who do not have existing history with H.S.A in order to connect them to eligible benefits.
16. Coordinate plans for the families with H.S.A history through communication with H.S.A case worker/benefit analyst.

**B. Services for Transitional Housing for Families with Special Needs Program-**

Contractor will provide the Transitional Housing for Families with Special Needs Program that will include the following:

1. Transitional Housing for Families with Special Needs referred by 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 (for 6 to 12 months) based on the need of the family and the case plan as established by HSA's Case Manager and the Contractor;
3. Utilize 3 allocated units for the families with special needs who are involved in the Child Welfare Services;
4. Receive referrals for the special needs transitional housing program from HSA staff or from the Motel Voucher Program staff;
5. Provide supportive services appropriate to the needs of the family and in coordination with the case plan. Such services may include licensed childcare, transportation assistance to treatment programs, health services, supplemental parent education and other services as designated;
6. Work closely with HSA's Case Managers to ensure regular communications about families progress and modifications of case plans and court orders that may apply;
7. Participate when necessary in case planning activities such as FSST and others as identified;
8. Provide appropriate staff training in order to address the range of supportive services needed by families with special needs;
9. Provide housing related services to secure safe and stable housing upon completion of the transitional housing program in accordance with HSA's case plan.

**II. CLIENT SERVICES FOR SINGLE INDIVIDUALS (Inclement Weather Motel Voucher for Single Individuals):**

Contractor will administer and coordinate the motel voucher services by providing the following:

1. Receive referrals through Core services and other agencies authorized by Human Services Agency's Center on Homelessness;
2. Call shelters (Maple Street, Safe Harbor, and InnVision) to see if there are any available vacancies. If there are available beds at the shelters, call the referral source to direct the clients to the appropriate shelter;
3. Before referring the clients to the motel verify the clients eligibility and inform the client about the motel rules;
4. Check motel room availability with participating motels for referred individuals;
5. Fax motel voucher authorizations to Ali Shirkhani (Fax # 650-596-3478) or designated personnel;
6. Provide motel vouchers to referred single individuals during inclement weather;
7. Receive invoices and pay motels upon use of established vouchers;
8. Provide a short term motel stay not to exceed beyond a three day period. Any extension beyond the permissible three days period must be approved by HSA's designated personnel;
9. Provide emergency short term shelter stay at Shelter Network's Maple Street Shelter and utilize eight (8) cots, not to exceed beyond a three day period. Any extension beyond the permissible three (3) day period must be approved by HSA's designated personnel.
10. Adhere to the activation announcement date set by the Center on Homelessness to start and end the program;

**Contractor Participation:**

- Contractor will enter client data in the Homeless Management Information System (HMIS/HOPE).
- Contractor shall participate in HOPE (Housing Our People Effectively) activities as mutually agreed upon. HOPE is a ten-year action plan that brings together the business, nonprofit, and public sector communities to address the challenging issue of homelessness at its core, rather than manage it at the margins.

**Exhibit B**  
**Method and Rate of Payment**  
**Shelter Network**  
**Motel Voucher, Transitional Housing for Families with Special Need,**  
**and Inclement Weather Programs**  
**FY 2010-13**

**I. Payment For Motel Voucher Program For Families for FY 2010- 13:**

A. For the Motel Voucher Program For Families, Contractor will be paid as follows per Fiscal Year:

- A maximum of \$476,865 (\$460,865 for direct motel expenses, \$14,000 for food and \$2,000 for transportation) as direct reimbursement for actual expenditures of motel vouchers used in the program. Payment will be by submittal and approval of monthly Invoices 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. All Invoices shall be followed by Monthly Client's Count Form as it is stated in Exhibit D. Invoices without Monthly Client's Count Form/Report will not be processed. The completed Monthly Client's Count Form will also be available/ sent electronically to [wgoldberg@smchsa.org](mailto:wgoldberg@smchsa.org) and [ashirkhani@smchsa.org](mailto:ashirkhani@smchsa.org), at the end of each pay period.
- Contractor shall receive the amount of \$11,814.25 per month, for the operating cost of the program which includes administrative cost of the Inclement Weather Motel Voucher Services.

In any case the maximum total amount to be paid for such expenses will not exceed \$141,771.

B. For the Special Needs Transitional Housing Program, Contractor shall be paid as follow providing that the stipulations in Exhibit D have been met. Contractor shall be paid approximately \$6,964 per month for the 3 family units utilized for this program. In any case the maximum total amount to be paid for this program shall not exceed \$83,578.

**II. Payment For Inclement Weather Motel Voucher Services for Single Individuals For the FY 2010-2013:**

For the Inclement Weather Motel Voucher Services for Single Individuals, Contractor will be paid for the services performed in the Exhibit A section D as follow;

- A maximum of \$46,000 per year as direct reimbursement for the actual expenditures of motel vouchers used for the services on the monthly basis and for the eight (8) cots allocated at the Maple Street Shelter
- Contractor shall provide the County with monthly invoices for voucher expenses for Inclement Weather Program within 7 days of the end of each month.
- All Invoices shall be followed by a monthly report including; client's information/unduplicated count and number of motel nights and vouchers.

HSA Director may modify the payment terms specified above, but in no case shall the amount of payment to the Contractor exceed \$748,214.20 as set forth above per Fiscal Year, not to exceed the total amount of \$2,244,642, for the FY 2010-13.

Payment for the following years will be based on availability of funds and approval of this Agreement. County may terminate this Agreement or a portion of the services referred to in Exhibit A, based upon availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

All payments to Contractor shall be made on a monthly 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.

**Exhibit C  
County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Shelter Network	Phone:	(650) 685-5880
Contact Person:	Michele Jackson, Executive Director	Fax:	(650) 685-5881
Address:	1450 Chapin Avenue, Second Floor Burlingame, CA 94010		

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

<b>Exhibit D</b>
<b>Program Monitoring</b>
<b>Shelter Network Motel Voucher, Transitional Housing for Families with Special Needs and the Inclement Motel Voucher Programs  FY2010-13</b>
Contractor will submit to the Human Services Agency, Shelter Services a <b>Quarterly Performance Report</b> within 30 days of the end of each quarter that will consist of two parts (Item 1 and 2):
1. <u>Performance Log</u> , 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. <u>Submit to the County the following reports:</u>
a. Annual Budget Report;
b. Board of Directors' Roster;
c. Board Meetings Schedule; and
d. Notification of any significant changes in Shelter Services.
Contractor will maintain files in their offices which contain 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, and 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.

**Exhibit E**  
**Outcome Based Management Initiative**

**Shelter Network**  
**Motel Voucher, Transitional Housing for Families with Special Needs and the**  
**Inclement Motel Voucher Programs**  
**FY 2010-13**

**Responsibilities relating to the County's OBM Initiative:**

**Contractor Responsibilities**

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 offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- Participating in a review of performance and outcome information; and
- Complying with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.
- Contractor will participate in HOPE (Housing Our People Effectively) activities as mutually agreed upon. HOPE is a ten-year action plan that brings together the business, nonprofit, and public sector communities to address the challenging issue of homelessness at its core, rather than manage it at the margins.

**County Responsibilities**

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;
- Issue and review OBM Implementation Guidelines; and
- Conduct review of performance and outcome information.

**Exhibit F**  
**FINGERPRINTING CERTIFICATION FORM**

Agreement with Shelter Network  
For  
Motel Voucher, Transitional Housing for Families with Special Needs and the  
Inclement Motel Voucher Programs

FY 2010-13

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

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Name

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Title

---

Signature

---

Date

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 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 regulation.

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City, State, Zip Code

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\*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."

**Attachment II**  
**Health Insurance Portability and Accountability Act (HIPAA)**  
**Business Associate Requirements**

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Electronic Protected Health Information.* “Electronic Protected Health Information” (“E PHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* “Individual” shall have the same meaning as the term “individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* “Required by law” shall have the same meaning as the term “required by law” in Section 164.501.
- g. *Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

#### Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

#### Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

### Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protection Health Information.

### Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor