

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND WEHOPE

This Agreement is entered into this ____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and WeHOPE, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing homeless shelter services at Coast House Shelter.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE MILLION DOLLARS (\$5,000,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2024, through June 30, 2027.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this

Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be

insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

11. Compliance With Laws

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability 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 any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. 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 upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

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

In the case of County, to:

Name/Title: Selina Toy Lee, Director, CCO
Address: 1 Davis Drive, Belmont, CA 94002
Telephone: 650-802-5120
Email: SToy-Lee@smcgov.org

In the case of Contractor, to:

Name/Title: Paul Bains, President/Co-founder
Address: P.O. BOX 50624, Palo Alto 94303
Telephone: 650-779-5045
Email: pbains7@wehope.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

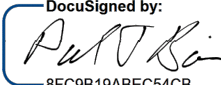
19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **WeHOPE**

 8EC9B10A9EC54CB	5/23/2024 2:47 PM PDT	Paul Bains
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)



COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A – Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. BACKGROUND AND PURPOSE

Contractor will provide homeless shelter services at Coast House Shelter to include the following core program components: facility operations, housing-focused case management, and service linkages.

The Coast House Shelter, located at 230 Cabrillo Highway South, Half Moon Bay, is a short-term intervention designed to act as a safety net for households who are unsheltered (living outdoors, in vehicles, or other places not meant for human habitation), and to provide intensive services to assist clients with identifying and moving into permanent housing as quickly as possible. Homeless shelter services provide an entry point into stabilization services. Individuals and families who enter a homeless shelter receive immediate short-term case management to address and resolve current crises, as well as case management focused on addressing barriers that prevent households from re-entering housing.

II. SERVICES TO BE PROVIDED

1. Population to Be Served, Contractor will:

1. Provide homeless shelter services to homeless persons who are unsheltered (living outdoors, in vehicles, or other places not meant for human habitation), as well as those who are experiencing a housing crisis and have no alternative housing options after having been assessed and referred from the Coordinated Entry System (CES). The program will serve single adults, adult couples, and households with children. This includes homeless households who have various challenges with maintaining housing such as income levels, previous evictions, alcohol/ substance use issues, mental and physical health challenges, and/or other barriers to maintaining housing. Contractor shall follow the referral process established by County. Program participants will be San Mateo County residents at the time of program enrollment.

2. Provide services to the following homeless households as defined by Category 1, 2, and 4 of the Department of Housing and Urban Development's (HUD) Homeless Definition Final Rule, current and inclusive of any updates during the term of this Agreement. Categories are as follows:

Category 1: "Literally Homeless" includes an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Has a primary nighttime residence that is a public or private place not meant for human habitation.
- Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels/motels paid for by charitable organizations or by federal, state, and local government programs); or
- Is exiting an institution where they have resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: "Imminent Risk of Homelessness" includes an individual or family who will imminently lose their primary nighttime residence, provided that:

- Residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; and
- The individual or family lacks the resources or support networks needed to obtain other permanent housing.

CES will work with each household to identify alternate housing situations rather than the household entering homelessness. Households in Category 2 will only be eligible for shelter services after they receive CES/Diversion services, CES determines that the household needs shelter, and there is no appropriate alternative housing resource.

Category 4: "Fleeing/Attempting to Flee Domestic Violence" includes any individual or family who:

- Is fleeing or attempting to flee domestic violence;
- Has no other residence; and
- Lacks the resources or support networks to obtain other permanent housing.

2. Program Philosophy and Design, Contractor will:

- 1) Develop, document, maintain, and update program policies and procedures to ensure homeless shelter program adheres to County principles and philosophies.
- 2) Submit program operations manual to the County for approval prior to July 1, 2024. Submit any subsequent updates to the program operations manual to the County prior to implementation.
- 3) Submit a disaster response plan to the County for approval prior to July 1, 2024. Submit any subsequent updates to the disaster response plan to the County prior to implementation.
- 4) Focus on serving the households determined to need shelter at the time of assessment through Coordinated Entry System (CES), including serving households who are unsheltered or are at imminent risk of being unsheltered, who cannot otherwise be diverted from shelter entry.
- 5) Establish and maintain collaborative working relationships with local non-profits, community stakeholders, including County Sheriff's Office, CalFIRE, and the City of Half Moon Bay.
- 6) Accept clients who are referred via CES, as long as the clients meet program eligibility criteria. County may implement site-specific preferences or policies within the CES. These site-specific policies may include the following:
 - a. a geographic preference for people from a specific region within the county;
 - b. a preference for people experiencing chronic homelessness for a certain number of units;
 - c. a preference for a specific household type (i.e., families with children) for a certain number of units; and/or
 - d. a requirement for background screening. Any program that conducts background screenings/background checks must have a written policy for the background checks, must use an independent consumer-reporting agency or third-party screening agency, and must comply with all applicable laws (including the Fair Employment Housing Act (FEHA)) and all San Mateo County Human Services Agency policies, including offering an opportunity for any applicant denied admission to present mitigating information prior to a final decision being made.
- 7) Assess clients for the sole purpose of informing the client's housing-focused case plan

- and determining immediate needs. Service needs or other types of assessments are not to be used to make eligibility and admission decisions.
- 8) Employ Housing First principles and seek to reduce requirements that act as barriers to shelter services. Contractor will not deny admission based on conditions of sobriety and/or an expressed commitment to becoming sober, participation in supportive services or other programming, proof of employment or citizenship, ability to pay, etc.
 - 9) Provide ongoing, comprehensive staff trainings on safety protocols and procedures, job functions and responsibilities, de-escalation techniques, client services approaches (i.e., motivational interviewing, harm reduction, trauma-informed care), local services available to clients, emergency response protocols, and Housing First principles. Case managers will also receive training on housing-focused case management skills and processes to maximize clients moving into permanent housing as quickly as possible.
 - 10) Assign/provide staff who are qualified and well-equipped for their given position. Staff shall be trained in and practice cultural competence and sensitivity.
 - 11) Continuously monitor data quality, review data/outcomes, and utilize data analyses for continuous quality improvement.
 - 12) Operate in compliance with the Department of Housing and Urban Development's (HUD) Equal Access to Housing Final Rule, ensuring that all individuals have equal access and accommodations to shelter, regardless of gender, gender identity, sexual orientation, and/or marital status.
 - 13) Operate in compliance with the Violence Against Women Act (VAWA), ensuring that all survivors of domestic violence, dating violence, sexual assault, and/or stalking have equal access to protections and shelter, regardless of gender, gender identity, and/or sexual orientation.
 - 14) Ensure overall safety and effectiveness of the program and facility/site.

3. Housing-focused Case Management and Service Linkage, Contractor will:

- 1) Implement effective, housing-focused case management and service linkages.
- 2) Maintain a case manager-to-household ratio of 1:15.
- 3) Provide case managers to respond to clients' immediate and short-term service needs.
- 4) Conduct weekly documented case management meetings with each household.
- 5) Ensure case managers complete an initial housing needs assessment and develop a housing plan with clients to secure housing. Case managers should work to identify and build upon each client's strengths, rather than focusing on deficits.
- 6) Proactively track client's length of stay and actively case manage to ensure client stays do not exceed 120 days. Respond to County inquiries regarding the status and case management plans for Long Stayers.
- 7) Implement Housing First principles, focusing on addressing clients' housing needs and goals.
- 8) Employ a person-centered, strengths-based approach that tailors case management to each client. Effective case management should not be a one-size-fits-all model; instead, case managers should actively work to identify the unique needs and goals of each client.
- 9) Ensure case managers are aware of and connect clients to other supportive services that may help them achieve and maintain housing stability.
- 10) Coordinate closely with linked services, including allowing linked service providers to have their staff meet with clients on site. These services include the following:
 - Behavioral Health Services: mental health and substance abuse recovery services provided by San Mateo County Behavioral Health and Recovery Services (BHRS) and/or

other providers.

- Physical Health Services: basic health care treatment, primary health care, health screenings, medication management, and family planning provided by San Mateo County Health Department and/or other providers.
 - Assistance obtaining benefits and essential documentation: applying for or maintaining Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, and general assistance.
 - Education and Employment Services: Refer participants to suitable employment development and placement programs provided through San Mateo County's Vocational Rehabilitation Services (VRS) and other employment programs.
- 11) Offer community and social activities/services: community meals, house meetings, group meetings, game nights, and movie nights.
 - 12) Provide additional services: transportation assistance, housing retention skills coaching, linkages to legal assistance, and family connection support.
 - 13) Offer housing-focused case management to all clients, not only clients who are there for longer stays or clients in certain parts of the shelter program.
 - 14) Provide effective, housing-focused case management and service linkages to address barriers to housing, address and resolve current crises, and help each client develop and implement a housing plan.
 - 15) Provide individualized housing location services to assist clients in identifying and moving into permanent housing.
 - 16) Promote a safe, healthy, and welcoming environment for all clients at all times.
 - 17) Employ harm-reduction and trauma-informed care to tailor services to each client's needs.
 - 18) Ensure case managers engage with and develop a rapport with each client and offer assistance that is relevant and useful to addressing the needs the client has identified.
 - 19) Work collaboratively with any other programs/staff that are providing services to the client while in shelter (e.g., a rapid re-housing program case manager). When possible, shelter case managers should ensure a smooth transition and continuity of care with a client's new case manager.
 - 20) Ensure program rules and policies support clients with managing conflict and/or any other problems that may be presented during their shelter stay so that involuntary exits are a last resort strategy.

4. Shelter Facility: Health, Safety, and Disability Accommodations, Contractor will:

- 1) Uphold shelter standards and follow protocols to ensure shelter health and safety.
- 2) Provide a safe, welcoming environment for residents to stay until they find permanent housing.
- 3) Provide 24/7 on-site staffing, respond to client situations and needs, and conduct intakes for new clients.
- 4) Utilize Housing First, de-escalation techniques, and trauma-centered approaches to client services.
- 5) Comply with health and safety standards to ensure shelter residents are provided a safe, habitable environment.
- 6) Adhere to all applicable local, state, and federal safety and health guidelines and maintain agency policies and training to address safe food handling, injury and burn prevention, sanitation and hygiene, client health management, and staff health management.
- 7) In accordance with the County's "Congregate and Non-Congregate Daily Wellness Check Policy," conduct regular in-person client wellness checks for all clients, at least one time per

day, 365 days per year. Document wellness checks in the daily log (or designated tracking tool).

- 8) Maintain process to thoroughly investigate any alleged incident involving clients. If an incident occurred, identify, and address any staffing, staff training, facility improvement, policy/protocol/procedure, or other changes necessary to address the incident and prevent future incidents.
- 9) Train staff on health and safety measures to effectively promote a desirable, safe environment for all shelter residents. This includes training on emergency situations, de-escalation, and crisis prevention.
- 10) Provide an orientation to residents upon entry to the shelter to ensure they understand how to use their room safely and without causing damage to their room. For example, residents should be trained on how to properly ventilate the bathroom to prevent mold, what should not be flushed down the toilet, and how to safely store snacks to prevent pests.
- 11) In accordance with County's "Non-Congregate Shelter Room Check Policy," conduct regular visual checks of all areas of the site, including resident rooms, to quickly identify and address any facility or other issues. Document room checks at least once per week on the *Non-Congregate Shelter Inspection Form* and take follow up action on any concerns noted.
- 12) Ensure that space is always available at the shelter for clients during the day (daytime as well as evening/night).
- 13) Enact policies and procedures to prevent, identify, and address workplace violence and sexual harassment.
- 14) Follow Fair Housing rules and implement a set of policies and procedures to provide reasonable accommodations for households with disabilities.
- 15) Enact training, policies, and protocol to prevent violence, theft, and other incidents that put the safety and well-being of shelter clients and/or staff at risk.
- 16) Train staff on client confidentiality.
- 17) Utilize all available client rooms.
- 18) Follow all additional shelter policies issued by the County.

5. Facility Operations and Maintenance, Contractor will:

- 1) Provide internet, television, and phone services for clients. This includes arranging for, or continued maintenance of, applicable phone/internet service to ensure that the internet and phones always remain functional for clients.
- 2) Provide staff furnishings, supplies, and equipment necessary to provide services. This includes any necessary technology (IT equipment).
- 3) Utilize the furniture, supplies, and other items on site, unless there is a significant issue with using specific items, in which case the contractor may submit a request to County to approve the removal and/or replacement of items. Contractor must obtain County approval prior to making a replacement.
- 4) Throughout contract term, repair or replace items as needed over time, based on damage or other issue that makes the item unusable. Costs for replacement items may be included in the proposed budget. (Note: any damage to the buildings themselves will be covered separately by County maintenance, not the contractor; however, the contractor is expected to conduct as much prevention as possible to mitigate damage to the facility.)
- 5) Provide janitorial services at a level that ensures ongoing maintenance of all areas of the facility.
- 6) Ensure policies and procedures are enacted to maintain the facility and the site in good condition and follow all County-established procedures regarding maintenance and upkeep of the site.

- 7) Submit maintenance requests to the County following the County maintenance request/communication protocols. (The Contractor may not conduct repair or maintenance to the building itself; the Contractor will submit requests to the County for the County to conduct the maintenance or repair work.)
- 8) Lease laundry equipment (washers and dryers).
- 9) Program maintenance and repair of refrigerators and security cameras or alarm systems.

6. Quality Assurance and Continuous Quality Improvement, Contractor will:

- 1) Continuously monitor data quality, review data/outcomes, and utilize data for continuous quality improvement.
- 2) Conduct quality assurance and continuous quality improvement, including ongoing training, coaching, and internal review to ensure quality and consistency of services, and adherence to policies and procedures.
- 3) Conduct ongoing reviews of services and documentation of services and data quality.
- 4) Implement systematic processes to collect ongoing feedback from clients and other stakeholders. These processes should include, but are not limited to, yearly client satisfaction surveys, with responses from at least 80% of the current program residents.

7. Homeless Management Information System (HMIS) Data Entry, Contractor will:

- 1) Record and track client enrollment/information/services provided data for all clients that are served into HMIS in a timely manner (within two business days). Client information should be accurate, complete, and current for universal data elements, program-specific data elements, and any other data elements requested by San Mateo County Human Services Agency.
- 2) Train staff on HMIS data collection, entry, and quality assurance policies and procedures.
- 3) Contractor will ensure internal process and procedures to train its staff who have access to Clarity on the security and confidentiality requirements and on the Clarity HMIS Privacy Policy documents.
- 4) Contractor will share and protect information in the Clarity system as set forth in the Clarity HMIS Privacy Policy documents and as required by law.
- 5) Contractor will abide by the policy management document, as well as the Clarity HMIS Privacy Policy, available here: <https://www.smcgov.org/hsa/san-mateo-county-clarity-hmis-privacy-policy>. In addition, the Contractor will abide by any updates to these documents issued by the County.
- 6) Monitor data entry to ensure services are entered in a timely manner and that ongoing quality checks of data are conducted.
- 7) Contractor and San Mateo County Human Services Agency will run reports in Clarity to review the data and outcomes of the program.

8. Inclement Weather Program Services, Contractor will:

- 1) Participate in the San Mateo County Inclement Weather Program (IWP) to support homeless individuals during periods of cold and inclement weather.
- 2) County and Contractor will mutually agree on IWP policies and procedures.
- 3) Provide shelter services through the Inclement Weather Program if requested by County during a disaster or emergency. Any request for these services will be issued in writing by County. The written request will include details about the clients to be served, services to be provided, eligibility criteria, and reporting.

9. Additional requirements, Contractor will:

- 1) Provide services that are culturally appropriate to the populations served.
- 2) Implement agency and program-level initiatives to address racial equity and participate in Continuum of Care (CoC) and County equity initiatives.
- 3) Provide food for all clients, including three meals a day.
- 4) Establish and maintain policies regarding service animals and pets in accordance with the County's Animal Policy for non-congregate shelters. Maintain an area for pets on-site.
- 5) Conduct quality assurance and continuous quality improvement, including ongoing training, coaching, and internal review to ensure quality and consistency of services, and adherence to policies and procedures. Contractor will conduct ongoing reviews of services and documentation of services (file reviews), and data quality.
- 6) Establish and maintain structures for people with lived experience of homelessness, including past and current program participants, to provide input on program and agency operations, policies, and services, and on quality improvement strategies. This will include, but not be limited to, maintaining an active committee of former and/or current program participants at this program.
- 7) Engage with the community around service location. This includes participating in neighborhood and community meetings (e.g., the City of Half Moon Bay's Community Advisory Committee ("CAC")), and other community meetings as requested by County, to promote/improve communication between neighborhood residents, local businesses, and community agencies, to increase community awareness to facilitate support for the operations. In addition, Contractor will work to establish relationships with neighbors, city staff, and key local stakeholders and will respond to any questions/concerns from neighboring businesses and residents within 24 hours.
- 8) Apply for/pursue existing and additional funding from a variety of potential funding sources, including private foundations, individual donations, corporate giving, grants, and public funding opportunities, to maintain a diverse mix of funding sources.
- 9) Provide services that are housing first-low barrier, meaning clients are not screened out based on having too little or no income, having active or history of substance abuse, having a criminal record with exceptions for state mandated restrictions, a perceived "lack of motivation," and/or a lack of participation in shelter services/programs.
- 10) Complete a written incident report for each incident – including, but not limited to, all program contacts with emergency personnel (Fire, Law Enforcement, and Emergency Medical Services), violence, threats of violence, possession of drug paraphernalia, slips and fall and other accidental injuries, abuse or neglect, and property damage.
- 11) Inform HSA immediately and provide Critical Incident Reports within 24 hours to HSA for any critical incident, including death, homicide, or suicide attempt, assault or any other serious incident. Participate in Critical Incident Review meetings.
- 12) For other incidents (non-critical incidents), provide information and copies of incident reports weekly to HSA.
- 13) Maintain policies, procedures, and tools for staff and update as needed to align Housing First principles and enable shelter staff to effectively serve clients with significant needs.
- 14) Participate in regular meetings with HSA.
- 15) Implement County termination notice procedures and grievance processes.
- 16) Maintain compliance with AB 1991.
- 17) Store footage from security cameras for at least 60 days. Provide copies and/or access to view camera footage to HSA upon request. Notify HSA via incident report whenever footage is requested by law enforcement.

- 18) Provide additional related services requested by County as agreed upon by both parties in writing.
- 19) In cases where the fire alarm system is functioning properly, the contractor will pay for or be responsible for any fines, fees, or other penalties relative to false alarms. False alarms include, but are not limited to, alarms that are triggered by burned food, smoking, or clients tampering with the fire detection or suppression equipment.
- 20) The IWP is administered by WeHOPE at Coast House Shelter on an "as needed" basis through a written request issued by the County during a disaster or emergency

Exhibit B – Payments and Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Contractor will:

1. Invoice County on a monthly basis for services shown in Exhibit A based on the allocation amounts/budget listed below. Invoices must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills, or packing slips. All invoices must include any required backup documentation and reports (as listed in Exhibit C) and will be submitted electronically to Jenel Lim at jclim@smcgov.org or designee. Monthly invoices are due by the 20th of the month. Due to the County's year end close, the invoice for services rendered in the 4th quarter are due by June 20th with reporting due on July 20th. Invoices shall be itemized and include at a minimum the following information:
 - a. Vendor address
 - b. HSA administrative address: 500 County Center, Redwood City, CA 94063
 - c. Remit payment address
 - d. Agreement number
 - e. Date(s) of service
 - f. Cost of service(s)
 - g. "See attached" – if/when back up documentation or reports are provided in addition to the invoice.
2. A maximum of 10% may be used for administrative costs.
3. Allocation Amounts

FY 2024-2025	FY 2025-2026	FY 2026-2027	Total
\$1,666,666	\$1,666,667	\$1,666,667	\$5,000,000

5. Contractor will invoice County separately for Inclement Weather Program services and will bill at a rate of \$70 per each day of inclement weather activation in which one or more of the Inclement Weather beds/cots was in use. Invoices must include at a minimum the invoice number; date; Agreement number; remit payment address; and cost. Invoices must also include the cumulative amount to date by fiscal year for Inclement Weather program services. Invoices are due by the 20th of each month for services rendered in the previous month.
6. Requests to revise the line-item budget included in this Agreement must be submitted to the County for approval. Revision requests must be submitted electronically to Jenel Lim at jclim@smcgov.org or designee.

County will:

1. Pay Contractor upon receipt and approval of invoices, including supporting/backup documentation and any required reports.
2. Have the option to adjust costs accordingly across each fiscal year to meet program goals as agreed upon by both parties in writing, as long as it does not exceed the total obligation amount.
3. Provide in-kind resources to Contractor that are in addition to the allocation amount listed above for facility and maintenance repairs/costs. This in-kind resource is estimated to be valued at \$477,000 per Fiscal Year (specific value of in-kind resource is subject to change)

Exhibit C - Reporting and Monitoring Requirements

Quarterly Performance Reporting is a requirement of payment. Delays in submission of complete reports will delay payments of invoices to Contractor. Contractor agrees to meet the following measures and provide the following reports.

A. Performance Measures

Measure	FY 24-25 Targets	FY 25-26 Targets	FY 26-27 Targets
Exits to Permanent Housing Percent of adult households who exit to a permanent housing situation	60%	60%	60%
Exits to Permanent Housing Percent of family households (households with 1 or more children) who exit to a permanent housing situation	80%	80%	80%
Length of Stay Average length of stay for program participants	120 days or less	120 days or less	120 days or less
Increased Employment Income Percentage of adult leavers who exited and stayers (who stayed for 12 months or more) with increased employment income	20%	20%	20%
Increased Non-Employment Income Percentage of adult leavers who exited and stayers (who stayed for 12 months or more) with increased non-employment income	20%	20%	20%
Occupancy Rate The ratio of occupied units to the total number of available and habitable/online units	95%	95%	95%
HMIS Data Quality Percentage of null/missing and don't know/refused values for Project Start Date, Disabling Condition, Destination, Income and Sources at Start, Income and Sources at Annual Assessment, Income and Sources at Exit, Chronic Homelessness	Less than 5%	Less than 5%	Less than 5%

B. Outcomes and Reporting, Contractor will:

1. Track client data and provide quarterly Performance Reports within 20 days after the end of each quarter unless a funding source requires a different timeline.
2. Reports will be submitted electronically to Jenel Lim (jclim@smcgov.org) or designee.

Reports will include at a minimum the following information:

- Number of unduplicated clients served during the reporting period
 - Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date)
 - Narrative describing trends, successes, and challenges during the reporting period
3. Submit an annual program report within 20 days of the end of the fiscal year. Annual program report will provide information on the impact that shelter services had throughout the entire service year, annual results for each performance measure, and the results of the annual client satisfaction surveys.
 4. Provide County with annual audited financial statements in accordance with generally accepted government auditing standards within nine months after the fiscal year end.
 5. Provide data on clients served and performance measure data by race and ethnicity.
 6. Provide an occupancy report to County monthly by the 10th of the following month, or other frequency as requested by County, using template provided by County.
 7. Provide County with additional data or reports requested, and/or retrieve reports from the County HMIS system, to understand client requests, services, and outcomes. Contractor will receive at least two weeks advanced notice from County, unless County has an urgent programmatic need for expedited data/report.

C. Performance and Monitoring, Contractor will:

1. Participate in Site Review/Contract Compliance Visits with County designated staff. Visits will generally occur once per year, with increased frequency if areas for program improvement arise. Contractor will receive at least two weeks' advance notice unless there is an urgent programmatic need to expedite the process.
2. Participate in program evaluations and other analysis/evaluations of the homeless system conducted by County.

D. Modification of Performance, Data or Reports, County will:

1. Have the option to modify or add related performance measures, goals, and targets to meet its program goals. County will provide at least two weeks advance written notice unless County has an urgent programmatic need for expedited information.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "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:

Name of Contractor(s):

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:

DocuSigned by:

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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."