

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES

This Agreement is entered into this _____ day of June, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and LIFEMOVES, 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 emergency shelter and transitional housing services; and

Whereas, this Agreement is for various programs and may be referred to as the LifeMoves Multi-Program Agreement.

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 – Program/Project Description – Motel Voucher Program for Families and Inclement Weather Programs
- Exhibit A1 – Program/Project Description – Transitional Housing for Families with Special Needs
- Exhibit A2 – Program/Project Description – Motel Voucher and Shelter Services for Individuals under Service Connect
- Exhibit B – Method and Rate of Payment
- Exhibit C – Fingerprinting Certification Form
- Exhibit D – Child Abuse Prevention and Reporting
- Exhibit F – Clarity System
- 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 Exhibits A, A1, A2, D and F.

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 Exhibits A, A1, A2, D and F, 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 **Four Million Five Hundred and Three Thousand Four Hundred and Sixty Eight Dollars (\$4,503,468)**. 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016 through June 30, 2019.

5. Termination; Availability of Funds

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.

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. 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.

11. 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:

- Comprehensive General Liability... \$1,000,000
(Applies to all agreements)
- Motor Vehicle Liability Insurance... \$1,000,000
(To be checked if motor vehicle used in performing services)
- Professional Liability..... \$1,000,000
(To be checked if Contractor is a licensed professional)

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.

12. 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 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

13. **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**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

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 must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager 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 Section 12, above. Such duty shall include reporting of the filing 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 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

14. 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 if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. 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.

16. 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.

17. 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.

18. 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 email to the email addresses listed below and (2) sent to the physical addresses 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,

For Motel Voucher Program for Families and Inclement Weather Program, to:

Brian Eggers
Human Services Agency
Center on Homelessness
1 Davis Drive, Belmont, CA 94002
Telephone: 650-802-5083
BEggers@smcgov.org

For Transitional Housing for Families with Special Needs Program, to:

Lizzie Cisneros
Human Services Agency
Children and Family Services
1 Davis Drive, Belmont, CA 94002
Telephone: 650-802-7944
LCisneros@smcgov.org

and HSA_CFSContracts@smcgov.org

For Motel Voucher and Shelter Services for Individuals and Families under Service Connect, to:

Amanda Geipe
Human Services Agency
550 Quarry Road, San Carlos, CA 94070
Telephone: 650-802-6513
AGeipe@smcgov.org

If any notice, request, demand or other communication required or permitted under this Agreement relates to two or more programs, such notice, request, demand or other communication shall be given to each one of the contacts listed above for those programs.

In the case of Contractor, to:

Brian Greenberg
181 Constitution Drive, Menlo Park, CA 94025
Telephone: 650-685-5880
Facsimile: 650-685-5881
bgreenberg@lifemoves.org

19. **Electronic Signature**

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

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

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

LifeMoves



Contractor's Signature

Bruce Ives, Chief Executive Officer

Contractor's Printed Name and Title

6.8.16

Date:

Exhibit A
Program/Project Description
Motel Voucher Program for Families and Inclement Weather Programs
FY 2016-19

In consideration of the payments set forth in Exhibit B, Contractor will provide the services shown below for the Motel Voucher Program for Families and the Inclement Weather Program under the general direction of the Human Services Agency (HSA) Director or his/her authorized representatives.

A. Purpose

Contractor is receiving funding for its Motel Voucher Program (MVP) which provides motel stays for homeless families who are waiting to enter shelters as well as temporary shelter as part of the Inclement Weather Program.

Services to be Provided - Provide Motel Voucher Program for Families and Inclement Weather Services in the manner below:

Motel Voucher Program for Families – The Motel Voucher Program for Families includes the following components.

- 1) The Homeless Family Program serves homeless families with no other means of securing housing and who are in need of housing and supportive services.
- 2) The supplemental funding for CalWORKs families provides assistance to CalWORKs recipients who receive a 16-day motel voucher from the State-funded Temporary Homeless Assistance Program (THA) while they locate housing. MVP will pay the difference between the motel cost and the State payment for eligible clients for the 16-day period.

In addition, MVP will:

- Adhere to the policies and eligibility criteria established by HSA. This includes ensuring that all clients meet the criteria and also includes obtaining and keeping records of the applicable documents for program entry. HSA will notify the Contractor of the policies and eligibility criteria, and any revisions thereto, via written communication;
 - Receive referrals via the process established by HSA, including participating in the coordinated entry system established by HSA. HSA will notify the Contractor of the coordinated entry process, and any revisions thereto, via written communication;
 - Recruit and retain participating motels;
 - Negotiate rate of payments for vouchers with participating motels;
 - Provide vouchers to clients and/or issue vouchers to participating motels based on available funding and HSA policies;
 - Offer housing related case management services to families. Case management services will help clients identify housing strategies, create a housing plan, exit homelessness into a permanent, stable housing situation, and get connected with other support services to address other needs such as health, income, and others. The case management will include matching the client's strengths and preferences with available housing services;
 - Facilitate the entry to available emergency shelter and transitional housing;
 - Verify family's eligibility for the CalWORKs 16 days THA via the process established by HSA;
 - Assist families and individuals who have been impacted by fires or other disasters when they are unable to obtain or have exhausted shelter/housing support from the Red Cross. MVP will work with referring agencies to determine shelter/housing plan for these individuals/families and may
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provide motel vouchers to these households, as approved by HSA, until shelter is available or alternate housing is secured. Referral processes and polices for fires/disasters will be developed by HSA.

Inclement Weather - The County of San Mateo developed the Inclement Weather Program to support homeless individuals or families during periods of cold and inclement weather. The Inclement Weather Program includes the following components.

- 1) Cots at Maple Street Shelter – Maple Street provides emergency short term shelter stay via eight (8) overflow cots during the inclement weather activation dates
- 2) Inclement Weather Motel Program – Motel vouchers are issued following HSA policy when there is no capacity in shelters

In addition, the Inclement Weather Program will:

- Adhere to the policies and procedures set by HSA. HSA will notify the Contractor of the policies and procedures, and any revisions thereto, via written communication;
- Receive referrals via the process established by HSA. HSA will notify the Contractor of the referral process, and any revisions thereto, via written communication;
- Adhere to the activation announcement dates set by HSA;
- Coordinate with shelters (Maple Street, Safe Harbor, and Project WeHOPE) 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;
- Provide motel vouchers to referred clients following the established policies during inclement weather when there is no shelter capacity;
- If a disaster or emergency situation occurs, LifeMoves will provide case management and shelter/housing support through its Inclement Weather Program. The extent of support will be dependent upon the availability of resources in the area and any other urgent matters involving the safety and welfare of the public as deemed necessary by County and/or State emergency management officials.

B. Performance Measures

<u>Performance Measures FY 2016-19</u>			
<u>Measure</u>	<u>FY 16-17 Target</u>	<u>FY 17-18 Target</u>	<u>FY 18-19 Target</u>
Percent of families who exit the MVP for Families Program into emergency shelter or transitional housing	75%	75%	75%
Percent of families who exit the MVP for Families Program into permanent housing	8%	8%	8%
Maintain a minimum number of hotels/motels available for MVP use in order to maintain competitive rates and availability	15	15	15

C. Other Contractor Responsibilities

- Provide services that are culturally appropriate to the populations served. Staff will be provided with training and orientation.
 - Provide services that are considered low barrier, meaning that participants are not screened out based on having too little or no income, having an active or history of substance abuse, and/or having a criminal record with exceptions for state-mandated restrictions.
 - Collaborate with Community Overcoming Relationship Abuse (CORA) to determine most appropriate housing or shelter plans for families who are experiencing or have experienced domestic violence.
 - Contractor has clearly written eligibility and admission policies, waiting-list procedures, and grievance policies available for clients.
 - Contractor shall comply with County's policies and procedures set forth in this agreement, which may be revised periodically. County will provide Contractor with a list of such policies and procedures.
 - Contractor will provide list of current nightly cost for each motel in the program to HSA on a monthly basis or as requested by HSA;
 - Maintain timely, accurate client records of all clients served, including progress notes, client consent forms, and performance measure data in the Clarity System database (see Exhibit F).
 - Critical Incident Report – All critical incidents will be reported within 24 hours to the County: death, homicide, suicide or suicide attempt, and assault (to client or staff).
 - Participate in the County's homeless system redesign and in the Coordinated Entry Systems, which are currently under development.
 - Participate in point-in-time counts and surveys.
 - Contractor shall provide the name and contact information of its staff who shall be available 24 hours a day, 7 days a week, for the Motel Voucher Program and/or in the event of an emergency or disaster.
 - Submit reports to the Center on Homelessness (COH) within 20 days of the end of the designated reporting period. Reports will include:
 - Monthly reports
 - Invoice, with appropriate back-up documentation including timesheets, receipts, etc.
 - Invoices will be billed separately for Motel Voucher Program for Families, Inclement Weather Program and fire victims
 - Data report including number of families served, the number of nights stayed in motel, number of adults/children in family, motels used, motel costs, and referral source.
 - Quarterly reports
 - Clarity Annual Performance Report (APR)
 - Narrative detailing highlights/activities of funded programs
 - Report of most current hotels used and their nightly rate
 - Performance measure reports on measures identified above
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- Submit annual program reports within 20 days of the end of the fiscal year (i.e. submit by July 20, 2017, 2018 and 2019). Annual program report will provide year-end results for the performance measures and will include a narrative describing how performance measures were achieved and/or challenges achieving the outcomes.
 - HSA staff may request additional information or data and may review additional reports in Clarity to gain additional information on services, needs, and outcomes.
 - Use of funds – Contractor will provide a budget summarizing how the funds will be spent. Submit annual budget by July 1, 2016, 2017 and 2018.
 - Contractor will provide County with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end (i.e. submit by March 30, 2017, 2018 and 2019).
 - All reports (monthly & quarterly) are to be submitted to County of San Mateo, Human Services Agency, Center on Homelessness, Brian Eggers, 1 Davis Drive - Belmont, CA 94002. Phone – (650) 802-5083. Email – BEggers@smcgov.org
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Exhibit A1
Program/Project Description
Transitional Housing for Families with Special Needs
FY 2016-19

In consideration of the payments set forth in Exhibit B, Contractor will provide the services shown below under the general direction of the Human Services Agency (HSA) Director or his/her authorized representatives.

A. Purpose

Contractor is receiving funding for its Transitional Housing for Families with Special Needs Program. Special needs are those that impact the ability to secure housing, examples of which include: families in drug or alcohol recovery, mental health treatment, domestic violence survivors, leaving incarceration, or any other similar situation.

B. Services to be Provided - Transitional Housing for Families with Special Needs will include the following:

1. Provide transitional housing (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;
2. Utilize 6 allocated units (3 Fixed Cost and 3 Fee-For-Services Units) for the families with special needs who are working with Children and Family Services (CFS);
3. Receive referrals for the special needs transitional housing program from designated HSA staff;
4. 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;
5. 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;
6. Participate when necessary in case planning activities with County of San Mateo CFS staff and others as identified;
7. Provide appropriate staff training in order to address the range of supportive services needed by families with special needs;
8. Provide housing related services to secure safe and stable housing upon completion of the transitional housing program in accordance with HSA's case plan.
9. In general, fixed rate family units shall be filled before Fee-for-Service family units are filled.

C. Performance Monitoring and Reporting

1. Contractor understands and agrees that the services under this agreement will be evaluated by County for long-term impact based on the following performance measures:
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<u>Performance Measure</u>	<u>FY 16-17 Target</u>	<u>FY 17-18 Target</u>	<u>FY 18-19 Target</u>
Percent of families who exit the Transitional Housing for Families with Special Needs for families program into permanent housing.	80%	80%	80%

2. Contractor shall submit monthly reports to the County with the following data on each family referred by the Human Services Agency:
 - a. Name of family
 - b. Length of stay
 - i. Entry date and projected or actual exit date
 - c. Detail of support services provided to family
 - d. Name of current CFS Social Worker
 - e. Total number of occupied units, broken down by fixed rate and fee-for-service
 - f. Performance Measure data
3. Contractor shall submit reports to County of San Mateo, HSA, and CFS within 20 days of the end of the designated reporting period. Reports will include:
 - a. Monthly Reports
 - i. Invoice, with appropriate back-up documentation as specified in Exhibit B.
 - ii. Performance measure report including number of families served and the number of nights stayed in transitional beds
 - b. Quarterly reports
 - iii. Narrative detailing highlights/activities of funded programs
4. All reports (monthly and quarterly) are to be submitted electronically to County of San Mateo, Human Services Agency, Children and Family Services, Lizzie Cisneros, LCisneros@smcgov.org with a copy to HSA_CFSCONTRACTS@smcgov.org and the CFS Contract Manager (jlindner@smcgov.org)

D. Payment Schedule

In consideration of the services set forth in this Exhibit A1, County shall pay Contractor per the information listed in Exhibit B, regarding Transitional Housing Program.

Exhibit A2
Program/Project Description
Motel Voucher and Shelter Services for Individuals and Families under Service Connect
FY 2016-19

In consideration of the payments set forth in Exhibit B, Contractor will provide the services shown below under the general direction of the Human Services Agency (HSA) Director or his/her authorized representatives.

A. Purpose:

Contractor is receiving funding to provide temporary housing to individuals and their families under Service Connect, a reentry program that serves the recently incarcerated until they can make long term housing arrangements.

B. Motel Voucher Services: The Contractor will manage and coordinate the MVP for individuals and families eligible under Service Connect as follows:

Process for referrals:

1. HSA staff shall screen and assess individuals for eligibility under Service Connect. Those eligible under Service Connect will be referred to Contractor for temporary housing under MVP.
2. HSA staff will provide on request, services referral for the identified client funding category, such as, AB 109, Unified, Parole, etc.
3. Contractor shall determine motel availability and coordinate with HSA staff on which motel to send the participant. The motel voucher may be issued to the participant or directly to the motel at Contractor's discretion.
4. Contractor will inform the participant of any motel rules.
5. The maximum motel stay is 14 nights under MVP, unless approved by HSA Director or designee.
6. If temporary housing needs of the participant requires longer than 14 nights, participant may be referred for shelter services.
7. Contractor reserves the right of refusal for any referred client.

In addition, the Contractor shall provide the following services:

1. Recruitment and retention of participating motels;
 2. Negotiate the rate of payment for vouchers with participating motels (motels that have agreed to accept vouchers as a guarantee for payment);
 3. Receive invoices from motels and pay motels upon use of the established voucher;
 4. Provide case management services to individuals (see services under Shelter Services Section);
 5. Facilitate the entry to the Maple Street Shelter as appropriate for single adults or Family Shelter as appropriate for individuals with children;
 6. Provide information about housing resources such as, Section 8 and Moving to Work (MTW) vouchers;
 7. Establish not less than weekly communications with HSA case managers;
 8. Provide a monthly list of the individuals and families who are in the MVP to HSA;
-

9. Coordinate housing/shelter plans for individuals and families through communications with HSA case worker/benefit analyst
10. Any other related tasks as agreed upon by the County and Contractor.

C. Shelter Services for Individuals and Families: Contractor will administer and coordinate shelter services eligible under Service Connect as follows:

Process for referrals:

1. Participants requiring extended temporary housing beyond the 14 night motel stay limit may be referred to individual or family shelters (individuals reunified with minor).
2. Referrals may also be made by HSA staff for participants determined eligible under Service Connect.
3. Contractor will check the availability of beds at the Maple Street Shelter or one of the family shelters as appropriate for referral.
4. Maximum shelter stay is 60 nights.
5. Contractor reserves the right of refusal for any referred client.

In addition, the Contractor shall provide the following services:

1. Three (3) beds shall be allocated at the Maple Street Shelter (for single adults) or family shelter (individuals with children); and
 2. Contractor shall provide the following case management services:
 - a) Life skill courses as appropriate such as:
 - Financial literacy (three week curriculum)
 - Seeking safety (trauma informed intervention) and
 - Group interventions
 - b) Employment services including:
 - Creating a resume (within first week of entering shelter)
 - Job search assistance on a weekly basis
 - Job retention support for duration of stay at the shelter
 - c) 12 Step-Fellowship Meetings
 - d) Mental health counseling (staffed by graduate interns)
 - e) Random drug screening by Contractor's staff:
 - Individuals who test positive may be provided with the opportunity to engage in outpatient or day treatment programming and stay engaged in Contractor's programming, or may be discharged (each case would be individually determined).
 - f) Parenting classes (for participants working to reunify with minor children).
 3. Contractor will maintain weekly communication with HSA Case Manager on services provided.
 4. Any other related tasks as agreed upon by the County and Contractor.
-

D. Performance Measures

The performance measures of success by Service Connect program by contract year are to be measured as follows:

1. 70% of participants will be referred to long term housing programs.
2. 80% of participants in shelter or transitional housing programs will have a resume developed within one week of shelter stay.

Contractor shall submit a written report of outcomes quarterly to:

Amanda Geipe
Human Services Agency
550 Quarry Road
San Carlos, California 94070

E. Payment Schedule

In consideration of the services set forth in this Exhibit A2, County shall pay Contractor per the information listed in Exhibit B, regarding Service Connect.

Exhibit B
Method and Rate of Payment
LifeMoves Motel Voucher, Inclement Weather, Transitional Housing, and Service Connect
Programs
FY 2016-19

In consideration of the services provided by Contractor and subject to the terms of the Agreement, County shall pay contractor based on the following fee schedule and terms.

A. General Payment Terms:

a) Payment Rates:

Payment rates for services shown in this contract may be adjusted to meet service goals as agreed upon by both parties and approved by the County in writing so long as it does not exceed the total Agreement obligation. The County shall have the option to adjust deliverables and funds across the project to ensure the success of overall services.

b) Right of County to Request Additional Services:

The County may request additional related services under this agreement and adjust program rates for the programs described within this agreement to accommodate the addition of services as agreed upon by both parties as long as it does not exceed the total agreement obligation and is not restricted by any grant or specific funding agreements.

c) Payment Adjustments

The County may adjust payments to Contractor among fiscal years and between programs and line items, so long as the adjustments do not exceed the total agreement obligation and are not restricted by any grant or specific funding agreements.

d) Cost of Living Adjustments (COLAs)

The County at its discretion may issue COLAs during the term of the agreement. If a COLA is issued, the County will notify Contractor in writing of the exact amount of the COLA. The Contractor shall issue an invoice with back up documentation of expenses.

B. Program Payment Terms

All program rates are specified below. Rates are subject to change based on the unique services to provide sheltering and transitional housing needs of San Mateo County (SMC) and given the median housing and rental costs in SMC. All changes in rates must be approved by the County in writing and must not exceed the total agreement obligation.

a) *Motel Voucher Program for Families*

All payments to Contractor in FY 2016-19 shall not exceed \$2,817,024 which includes an estimated \$750,000 of anticipated roll-over funds from FY 2015-16. Contractor shall submit invoices monthly within 20 days of the end of the prior month (except the 4th quarter when the invoice will be due by July 5, 2017, 2018 and 2019) and County shall pay the invoices within 30 working days following receipt of invoice and required reports as described.

The County shall pay the Contractor the costs of the motel vouchers, operational expenses in an amount not to exceed \$170,000 per year, and a 10% administrative fee.

Program	FY 2016-17	FY 2017-18	FY 2018-19	Totals for FY 2016-19
MVP for Families	\$689,008	\$689,008	\$689,008	\$2,067,024
<i>Rollover Funds*</i>	\$750,000			\$750,000
Total	\$1,439,008	\$689,008	\$689,008	\$2,817,024

**Rollover funds are anticipated to be around \$750,000 from FY 15-16 and may be available to be used in FY 16-17 with approval from the County for increases in motel costs and/or the increase in number of program participants.*

b) Inclement Weather Programs

All payments to Contractor in FY 2016-19 shall not exceed \$150,000. Contractor shall submit invoices monthly within 20 days of the end of the prior month (except the 4th quarter when the invoice will be due by July 5, 2017, 2018 and 2019) and County shall pay the invoices within 30 working days following receipt of invoice and required reports as described. The County shall pay the Contractor the actual costs of the motel vouchers used during inclement weather as well as a total of \$250 for each inclement weather activation which will include the use of eight (8) cots that are allocated for program use at Maple Street Shelter. The payment will include any activation in which any of the cots are used.

Program	FY 2016-17	FY 2017-18	FY 2018-19	Total for FY 2016-19
Inclement Weather (cots and motels)	\$50,000	\$50,000	\$50,000	\$150,000

c) Transitional Housing for Families with Special Needs Program (Transitional Housing Program)

1. All payments to Contractor in FY 2016-19 shall not exceed \$501,444.
 2. Contractor shall submit invoices monthly electronically to HSA_CFSCONTRACTS@smcgov.org with a copy to the Children and Family Services (CFS) Manager (jlindner@smcgov.org) within 20 days of the end of the prior month (except the last month of the year, when the invoice will be due by July 5, 2017, 2018 and 2019).
 3. County shall pay the invoices within 30 working days following receipt of invoice and required reports as described. Invoices shall include detailed itemization of the services provided, including, but not limited to, the name of the client(s) and the type of service received.
-

4. **Rates for the Transitional Housing Program:**

- i. **Fee-for-Service:** The County shall pay Contractor at the rate of \$6,964 per month for three (3) family units utilized by the program under the Fee for Service Transitional Housing Program. Each family unit fee-for-service rate is set at \$2,321.33 per month. Partial months shall be pro-rated at a rate of \$76 per unit per day.
- ii. **Fixed Rate:** The County shall pay Contractor a total fixed rate of \$6,965 per month for three (3) family units to be reserved for utilization by families under the Transitional Housing Program.

d) Service Connect Program

All payments to Contractor in FY 2016-19 shall not exceed \$1,035,000. Contractor shall submit invoices monthly within 20 days of the end of the prior month (except the 4th quarter when the invoice will be due by July 5, 2017, 2018 and 2019) and County shall pay the invoices within 30 working days following receipt of invoice and required reports as described.

Motel Vouchers shall be paid off of actual costs incurred based off the rate negotiated by Contractor and each hotel. These costs vary by motel. The average rate is calculated at \$150 per night but actual cost may be below or above this cost. Cost is as authorized between the Contractor and County.

1. The fee for service rates for the Service Connect Shelter Program shall be \$67 per night at the Maple Street Shelter and \$89 per night at the family shelters. For clients enrolled in transitional programs, at 45 days the Contractor will notify Service connect and receive authorization to extend past 60 days for additional transitional housing services.
2. The administrative cost for providing housing services to Service Connect clients will be 15% of total cost added to each invoice received from Contractor.
3. County shall pay Contractor monthly for actual costs incurred based off of the rates in paragraph 1 for Motel Vouchers and paragraph 2 for Shelter beds upon receipt of itemized invoices, which is to include break down of funding category (AB 109, Unified Reentry, Parole, etc.) indicating motel stays and shelter stays.
4. Itemized invoices, disputes and/or questions for the Service Connect program shall be submitted to:

Amanda Geipe
Human Services Agency
550 Quarry Road
San Carlos, California 94070

5. In no event shall services provided to Service Connect exceed ONE MILLION THIRTY FIVE THOUSAND DOLLARS (\$1,035,000) for the term of the Agreement as shown in the table below.
-

	FY 2016-17	FY 2017-18	FY 2018-19	TOTAL
Shelter Beds	\$100,000	\$100,000	\$100,000	\$300,000
Motel Vouchers	\$200,000	\$200,000	\$200,000	\$600,000
Service Subtotal	\$300,000	\$300,000	\$300,000	\$900,000
Service Subtotal	\$300,000	\$300,000	\$300,000	\$900,000
15% LifeMoves Admin	\$45,000	\$45,000	\$45,000	\$135,000
Service & Admin TOTAL	\$345,000	\$345,000	\$345,000	\$1,035,000

Total Agreement Obligation:

County's payment to Contractor for services performed under this agreement may not exceed \$4,503,468.

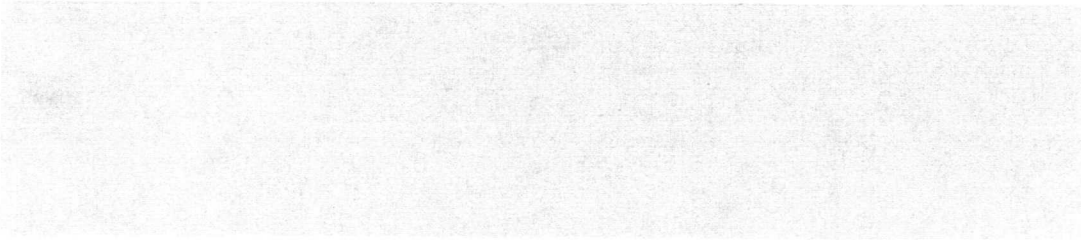
Program	FY 2016-17	FY 2017-18	FY 2018-19	Totals for FY 2016-19
Motel Voucher Program for Families	\$1,439,008	\$689,008	\$689,008	2,817,024
Incident Weather Program	\$50,000	\$50,000	\$50,000	\$150,000
Transitional Housing Program	\$167,148	\$167,148	\$167,148	\$501,444
Service Connect Program	\$345,000	\$345,000	\$345,000	1,035,000
Total	\$2,001,156	\$1,251,156	\$1,251,156	\$4,503,468

printing Certification Form

DATE:

AGREEMENT WITH:

FOR:



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.

NAME: Bruce Ives

TITLE: Chief Executive Officer

SIGNATURE:



DATE:

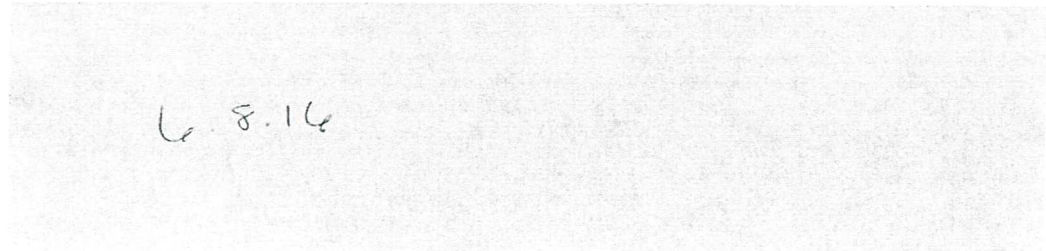


Exhibit D
Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency, to the Human Services Agency Contract Manager at (650) 802-5185 during normal business hours, and the County hotline at (650) 595-7922. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
 - B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
 - C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.
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COUNTY OF SAN MATEO HUMAN SERVICES AGENCY

Exhibit F

Clarity Human Services Secure Confidential and Private County System Usage and Data Sharing for the Core Service Agencies and Homeless Service Providers (Revised 6/2016)

Background

Core Service Agencies

The San Mateo County Human Services Agency (HSA) contracts with eight Core Service Agencies in San Mateo County (the County) to work in tandem to provide basic emergency and support services to County residents who live in poverty.

Since 1999, the Core Service Agencies have used a flat Access database to record and track the services they provide. This Access database was a standalone database within each Core Service Agency. One Core Service Agency utilized the Efforts to Outcomes system to capture client data. One challenge in using these tools was that each Core Service Agency calculated performance results, and therefore community needs, differently. The County and other funders need accurate, unduplicated, synthesized data in order to evaluate and understand safety net needs. To achieve this, the County has implemented a new, Secure, Private, Client Centric and Centralized system by Bit Focus (the vendor), called Clarity Human Services (Clarity). Clarity went live on July 1, 2014. Set-up costs and subscriber licenses for 2 years were paid for with the Measure A funding.

Homeless Service Providers

Since 2005, HSA has administered the HOPE (Housing Our People Effectively) web based system, serving as the County's Homeless Management Information System (HMIS), which records, stores, and aggregates information regarding the County's homeless population. Currently there are approximately 200 active users on the HMIS. They include county staff,

trusted contracted providers of homeless, housing, and behavioral health and recovery services.

On May 1, 2014, three federal agencies, (Department of Housing and Urban Development (HUD), the Department of Health and Human Services (HHS) and the Department of Veterans Affairs (VA)), jointly released the 2014 HMIS Data Dictionary and 2014 HMIS Data Manual. These materials updated the HMIS Data Standards, which provide for standardized data collection on homeless individuals and families across systems and communities. Compliance with the new data standards must occur by October 2014.

In order to ensure compliance with these new requirements, HSA amended its contract with BitFocus to expand its current Core Agencies secure user base to include providers of homeless prevention services. The go live date for the HMIS users onto the Clarity Human Services system is November 17, 2014.

The County will use the Clarity Human Services Secure Confidential and Private County System across all Core Agencies and the HMIS agencies. This strategy optimizes the utilization of tax payer funds by providing a secure client-centric system with its mission as service to needy clients, protecting clients' privacy, improving and measuring outcome across the Continuum of Care.

Commitment to Data Entry

The Core Service Agencies and Homeless Service Providers agree to timely enter into the Clarity's secure system accurate data about the clients to whom they provide safety net services pursuant to their contracts with the County. Timely entry of this data is crucial to the Core Agency/Homeless Service Providers' ability to refer clients to other providers, report accurate performance measures and to capture data on community need.

All Core Service Agencies have access to the same Performance Measurement Report in their Clarity Report Libraries.

The HSA team will run the same Performance Measurement Reports each quarter.

Core Service Agencies must be prepared to have their performance reports run two weeks after the end of the quarter in the fiscal year. This will provide the opportunity to review and validate data being reported in the Clarity system prior to County reporting.

It should be noted that the County may run reports on the aggregate data for the individual and Core Agency Network at any time.

All reports in Clarity Report library are ready to run. The users will click each report to run.

In addition, the Clarity Report Libraries allow each agency to run reports for their own agency's operations and reports to meet their internal reporting needs.

Reports for Homeless Service Providers that are HUD-based will be reviewed and confirmed with the HMIS workgroup.

Method of Data Transfer

Bit Focus, the vendor, has established specific safeguards to assure the confidentiality and security of individually identifiable client records. Identifiable records are encrypted and transferred electronically through the Internet.

Confidentiality of Client Data

Core Service Agencies and Homeless Service Providers will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

The data input into Clarity shall not be disclosed, released, revealed, showed, sold, rented, leased loaned, or otherwise have access granted to it except by the minimum number of individuals necessary to achieve the provision of homeless and safety net services or for the analysis of the data to show performance measurements, including that of contract compliance.

Summary results can be shared. Summary results are those items which cannot be used to identify an individual. Data that contains identifying information will be accessible and shared on a need-to-know basis only, and only to the extent permitted by applicable law. HSA may receive summary results in the context of contract monitoring and the validation of performance measurements and other Clarity reports.

To authorize the parties to this Agreement to share individually-identifiable client information, clients who are entered into the system must sign a Client Consent Form that will be kept with

their records in Clarity. However, if a client refuses to sign a release, services will not be denied. The release must let the client know that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system.

Agencies Entering and Accessing Data in Clarity

CORE SERVICE AGENCIES	HOMELESS SERVICE
<ul style="list-style-type: none"> • Coastside Hope • Daly City Community Services Center • Fair Oaks Community Center • Puente de la Costa Sur • Tides/Pacifica Resource Center • Samaritan House • El Concilio of San Mateo County • YMCA Community Resource Center 	<ul style="list-style-type: none"> • Abode Services • StarVista • San Mateo County Human Services Agency • Housing Authority of the County Of San Mateo • San Mateo County Department of Housing • San Mateo County Health System, Behavioral Health And Recovery Services • Home and Hope • LifeMoves (formerly known as InnVision Shelter Network) • Mental Health Association of San Mateo County • Next Step Center, Veterans Resource Center of America • Project WeHOPE • Samaritan House • Service League Of San Mateo County

Efforts are made to keep this list current, however there may be Core Service Agencies and/or homeless service providers that begin to participate in the data system in the future.

System Costs

Data is entered and accessed by Core Service Agency and Homeless Service Provider staff. Licenses have been provided at the County's expense for the purpose of go-live. Post go-live, if additional licenses are needed by a Core Service Agency or Homeless Service Provider; those licenses must be purchased at the expense of the Requesting Agency.

All new staff requiring Clarity licenses must complete the on-line training.

An estimate will be provided to the requesting agency/organization for cost related to on-line training, along with cost of the licenses.

A comprehensive audit trail is available in Clarity that shows individual user activity as well as the lack of activity. If any license goes unused for more than 90 days, that license will be reassigned to an agency that has an active user. The Requesting Agency will be notified prior to deactivation of the license and the agency will have 5 business days to respond with a request if the license is to be continued.

All agencies Change Requests (CR) will be evaluated by an HSA Change Control Committee. Payment shall be made by the requesting agency to HSA for the cost of all Change Requests (CRs) unique to that agency and for non-core or non-HMIS standard programs.

User Support

If a Core Service Agency or Homeless Service Provider experiences any technical difficulty with the system, they will follow the official Support Document and its process. If an authorized user separates from employment with a Core Service Agency or Homeless Service Provider, notification must be made via a support ticket to the HSA Services desk as per the support process. The ticket shall request termination of the user's rights within 24 hours of an employee leaving employment to terminate access to the Clarity account. The license will be held for the agency for 90 days, and if not reassigned by that agency, will be reassigned to an agency that has an active user. The Requesting Agency will be notified prior to deactivation of the license and the agency will have 5 business days to respond with a request if the license is to be continued.

If a new program is introduced by the County and the County contracts with the Core Service Agencies and Homeless Service Providers to provide additional services, that program, its eligibility criteria and performance reporting will be added to the Clarity system by filing a Change Request and submitting that to the HSA Service Desk.

Contractor/Service Provider Agreement

The County Core Service Agencies and SMC Homeless Service Providers are now a cohesive client- centric, unified, secure and private network with the joint mission of serving San Mateo County residents who are in need of safety net and shelter services.

The County's secure and private network will be used for accessing the Clarity system. A Master Client List, a Master Program and Services List, and unified business architecture enable the same client to obtain services and shelter anywhere in the County. This will allow clients to be referred between Core Service Agencies and County shelters and it will eliminate the need for a client to repeat his or her credentials and circumstances between agencies that are part of this Agreement.

The Core Service Agencies and County Homeless Service Providers agree to train their staff and to establish internal processes and procedures to ensure all staff and volunteers safeguard clients' confidentiality and privacy. It is understood that accessing the Clarity's secure, private and confidential network is for the sole purpose of serving clients. All authorized individuals accessing the Clarity network of Core Service Agencies and Shelters must have a legitimate business reason when searching and accessing information. All activity is logged and monitored and participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.

Unreasonable and unwarranted access unrelated to a legitimate business purpose by staff or volunteers by a Core Service Agency or Homeless Service Provider violates the trust of the contracted partner agencies. Such activities will not be tolerated and may result in revocation of access rights and reports to management and the County. Such violations may also be referred to the District Attorney for investigation into possible criminal charges.

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:

Bruce Ives

Name of Contractor(s):

Life Moves

Street Address or P.O. Box:

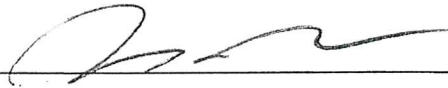
181 Constitution Dr.

City, State, Zip Code:

Menlo Park, CA 94025

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

Signature:



Title of Authorized Official:

Chief Executive Officer

Date:

6.8.16

*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."