



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Human Services Agency



**DATE:** February 2, 2012  
**BOARD MEETING DATE:** February 14, 2012  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Beverly Beasley Johnson, J.D., Director, Human Services Agency

**SUBJECT:** Agreement with Samaritan House for Provision of Services for  
Community Service Block Grant

**RECOMMENDATION:**

Adopt a Resolution:

- A. Waiving the Request for Proposal (RFP) Process and authorizing the President of the Board to execute an Agreement with Samaritan House to act as the Services Coordinator for the Community Service Block Grant (CSBG) administration and to collaborate with the Core Services Agencies to provide CSBG Safety Net Services, for the term of January 1, 2012 through December 31, 2012, in the amount of \$419,214; and
- B. Authorizing the Director of the Human Services Agency or the Director's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

**BACKGROUND:**

The CSBG program provides grants to local governments and nonprofit agencies to assist eligible low-income households in attaining the skills, knowledge and motivation necessary to achieve self-sufficiency. Additionally, funding from the grant will provide a variety of antipoverty services, such as housing assistance, utility assistance, and other emergency needs, that assist low-income households that are at risk of becoming homeless. The County was awarded \$419,214 in CSBG funds through the State Department of Community Services and Development's (CSD) 2011 federal allocation and is anticipating an additional award of \$371,846 in CSBG funds through CSD's 2012 federal allocation.

**DISCUSSION:**

Funding for this Agreement is from the 2011 CSBG. Funding for the 2012 CSBG will be added in the form of an Amendment. Samaritan House will act as the Service Coordinator for CSBG. These services include all required reporting, administer funds and collaborating with other Core Services Agencies who will be providing authorized CSBG Services, (providing

food, clothing, transportation, shelter, housing assistance, utility payment assistance, car repair assistance and referral services). Services will be provided for the most vulnerable population of San Mateo County who need immediate support to stabilize their living situations.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. The processing of this Agreement was delayed until the state could issue the Agreement to the County. County Counsel has reviewed and approved the Agreement and Resolution as to form and Risk Management has approved the Contractor's insurance.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing Emergency Mortgage Assistance for up to 399 residents of San Mateo County's vulnerable population including senior citizens and disabled clients. It is anticipated that 52% of those 399 will remain or increase self-sufficiency for up to 3 months or longer.

**Performance Measure(s):**

<b>Measure</b>	<b>*FY 2012-13</b>
Number of Participants Projected to Receive Emergency Assistance (food, utility payments, rental and mortgage assistance, car repair assistance, shelter, transportation, referral services, and clothing)	<b>399</b>
Percent of participants receiving rental or mortgage assistance that remain or increase self sufficiency for 3 months or longer.	<b>52%</b>

\*Services under the CSBG grant run by calendar year opposed to fiscal year.

**FISCAL IMPACT:**

The term of the Agreement is January 1, 2012 through December 31, 2012. The total obligation of the Agreement is \$419,214, which is funded through the State Department of Community Services and Development CSD. Funding is included in the FY 2011-12 Adopted Budget and will be included in the FY 2012 -13 Recommended Budget. There is no Net County Cost.

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION (A) WAIVING THE REQUEST FOR PROPOSAL (RFP) PROCESS AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH SAMARITAN HOUSE TO ACT AS THE SERVICE COORDINATOR FOR THE COMMUNITY SERVICE BLOCK GRANT (CSBG) ADMINISTRATION AND TO COLLABORATE WITH THE CORE SERVICES AGENCIES TO PROVIDE CSBG SAFETY NET SERVICES, FOR THE TERM OF JANUARY 1, 2012 THROUGH DECEMBER 31, 2012, IN THE AMOUNT OF \$419,214; AND (B) AUTHORIZING THE DIRECTOR OF THE HUMAN SERVICES AGENCY OR THE DIRECTOR'S DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, it is critical for the County to provide Community Services Block Grant (CSBG) Services for the residents of San Mateo County; and

**WHEREAS**, this Agreement with Samaritan House is to provide collaboration with Core Services Agencies providing basic emergency and support services authorized and funded by the Community Services Block Grant, for the term of January 1, 2012 through December 31, 2012, for a total amount of \$419,214 and

**WHEREAS**, this Board has been presented with a form of such an Agreement and said Board has examined and approved same as to both form and content and desires to enter into the same.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that**

A. The President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

B. The Director of the Human Services Agency or the Director's designee shall be authorized to execute subsequent amendments and minor modifications not to exceed an aggregate of \$25,000, and to make minor changes in the types of services and activities provided under the Agreement.

\* \* \* \* \*

**AGREEMENT BETWEEN  
THE  
COUNTY OF SAN MATEO  
AND  
SAMARITAN HOUSE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
SAMARITAN HOUSE, hereinafter called "Contractor";

**W I T N E S S E T H:**

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of acting as the Services Coordinator for the Grant administration and to collaborate with the other Core Service Agencies to provide CSBG (Community Services Block Grant) Services.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Program/Project Description and Specific Requirements

Exhibit B—Payment Terms

Attachment I —Budget Summary

Attachment II— CSBG/NPI Program Report

Attachment III —Contractor's Declaration Form

Attachment IV —§504 Compliance

**2. Services to be performed by Contractor**

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

### **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Four Hundred Nineteen Thousand Two Hundred Fourteen Dollars, (\$419,214).

### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2012 through December 31, 2012.

This Agreement may be terminated by Contractor, and/or the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

### **5. Availability of Funds**

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

### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of

the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

#### **10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

#### **11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

## **12. Compliance with Contractor Employee Jury Service Ordinance**

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

**13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

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

**In the case of County, to: County of San Mateo Center on Homelessness  
472 Harbor Boulevard, Building C  
Belmont, CA 94002  
(650) 596-3478**

**In the case of Contractor, to: Samaritan House  
4031 Pacific Boulevard  
San Mateo, CA 94401  
(650) 247-6066**

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

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

SAMARITAN HOUSE

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

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

Long Form Agreement/Non Business Associate v 8/19/08

**Exhibit A**  
**Program/Project Description and Specific Requirements**  
**CSBG Program FY 2011 and FY 2012**  
**Samaritan House**  
**1/1/2012 – 12/31/2012**

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Program Description;

In consideration of the funding assistance payments set forth in Exhibit B, Contractor shall provide the following services in collaboration with Core Services Agencies (and other agencies);

**For the FY 2011 and 2012 CSBG (Same NPI Targets)**

- Provide reliable access to transportation to program participants (\*NPI 1.2 – F & NPI 6.4 - C);
- Provide funding for safe and affordable housing expenses (including rental assistance and security deposit/moving cost) to eligible clients (NPI 1.2 – H & NPI 6.4 E);
- Collaborate with San Mateo County Agencies (non-profit and County agencies) to assist referred clients and connect them to necessary service and benefits (NPI 4.1 – A);
- Provide assistance to vulnerable population (especially Senior Citizens and disabled clients) of San Mateo County with limited income to meet their basic needs (NPI 6.1 – A & B);
- Provide emergency assistance (food, utility payment, emergency mortgage or rent, car or home repair, temporary shelter, transportation, and clothing) to low income clients (especially vulnerable population) to achieve self sufficiency (NPI 6.2 – A,B,C,D,E,I,K);
- Support referred low income and vulnerable population with services such as; food boxes, clothing and information & referral (NPI 6.5 – A,C,E).

\*Number of clients/program participants that are reflected in the National Performance Indicator (NPI) for the Community Services Block Grant (CSBG)/CSD 801 – Attachment II.

County Requirements

1. County Reimbursement Payment Overview:

Unless otherwise noted, payment to Contractor shall be made bi-monthly in accordance with the cost allocation budget (CSD 425.S – Attachment I). All invoices must be supported by adequate documentation acceptable to HSA. Both County and Contractor understand that the cost allocation portion for County reimbursement is an estimate, and may deviate from what has been stated below. Any line item request for reimbursement that varies greater than 5% from the original estimated CSBG-budgeted line item must be approved in writing by HSA Center on Homelessness Manager.

2. **Required Reporting for FY 2011 CSBG:** Contractor shall submit to the Human Services Agency (HSA):

- a) Monthly Fiscal/Expenditure Report, to be submitted on a format appropriate to Department of Community Services and Development (CSD) and CSBG's standards and detailed based on Expenditure Activity Reporting System (EARS) by 15<sup>th</sup> day of calendar day following the reporting period.
- b) NPI Mid Year and Annual Report, which provides year to date achievements/progress to NPI's goals (as stated above in Program Description).

Mid – Year Programmatic Report ; report all activities on those indicators where projections were entered (CSD 801- Attachment J and CSD 295/Client Characteristic Report) to HSA by July 10, 2012 for the period of January 15, 2011 – June 30 2012.

Annual Programmatic Report; report all activities on those indicators where projections were entered (CSD 801- Attachment J and CSD 295/Client Characteristic Report) to HSA by January 10, 2013, for the period of January 15, 2012 – December 31, 2012.

- c) Other Annual Reports – CSBG/IS : Contractor will submit the following annual reports for the period of January 15, 2012 – June 30, 2012, by February 20, 2013: CSBG Fiscal Data (Other Funds - CSD 425.OF and Other Resources – CSD 425.OF), and Management Accomplishment (CSD 090).
- d) Close-Out Report; Contractor shall submit all of the appropriate CSD closeout forms within 90 days after contract expiration date. The closeout report includes the following forms; CSBG contract closeout checklist and certification of documents transmitted (CSD 715), closeout program income/interest earned expenditure report (CSD 715C), and closeout equipment inventory schedule (CSD 715D).

Contract reporting dates are subject to change. In the event of a change, Contractor will be notified in writing by HSA staff.

3. **Required Reporting for FY 2012 CSBG:** Contractor shall submit to the Human Services Agency (HSA):

- e) Monthly Fiscal/Expenditure Report, to be submitted on a format appropriate to Department of Community Services and Development (CSD) and CSBG's standards and detailed based on Expenditure Activity Reporting System (EARS) by 15<sup>th</sup> day of calendar day following the reporting period.
- f) NPI Mid Year and Annual Report, which provides year to date achievements/progress to NPI's goals (as stated above in Program Description).

Mid – Year Programmatic Report ; report all activities on those indicators where projections were entered (CSD 801- Attachment J and CSD 295/Client Characteristic Report) to HSA by July 10, 2012, for the period of January 1, 2011 – June 30 2012.

Annual Programmatic Report; report all activities on those indicators where projections were entered (CSD 801- Attachment J and CSD 295/Client Characteristic Report) to HSA by January 10, 2013, for the period of January 1, 2012 – December 31 2012.

- g) Other Annual Reports – CSBG/IS : Contractor will submit the following annual reports for the period of January 1, 2012 – June 30 2012, by February 20, 2013: CSBG Fiscal Data (Other Funds - CSD 425.OF and Other Resources – CSD 425.OF), and Management Accomplishment (CSD 090).
- h) Close-Out Report; Contractor shall submit all of the appropriate CSD closeout forms within 90 days after contract expiration date. The closeout report includes the following forms; CSBG contract closeout checklist and certification of documents transmitted (CSD 715), closeout program income/interest earned expenditure report (CSD 715C), and closeout equipment inventory schedule (CSD 715D).

Contract reporting dates are subject to change. In the event of a change, Contractor will be notified in writing by HSA staff.

- 4. Monitoring: HSA may undertake monitoring of Contractor's records and premises for program compliance. Contractor shall be given adequate notice of any monitoring visit. HSA will hold Samaritan House responsible for data accuracy and audit.
- 5. Audits and Penalties: Contractor will cooperate with HSA to respond to any audit of CSBG funds administered by CSD. In the event that CSD, pursuant to an audit finding related to funds administered by HSA, requires repayment of CSBG funds or payment of a penalty, Contractor shall bear budgetary responsibility for any such payments.
- 6. Contract Number: All correspondence, invoices, payments, and reports must include the County contract number.

**Exhibit B**  
**Payment Terms**  
**CSBG Program FY 2011 and 2012**

**Samaritan House**  
**1/1/2012 – 12/31/2012**

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In consideration of the services provided by Contractor in Exhibit "A", County will disburse funding assistance to Contractor based on the following terms:

Unless otherwise noted, payment to Contractor shall be made monthly in accordance with the cost allocation budget (CSD 425.S – Attachment I). All invoices must be supported by adequate documentation acceptable to HSA. Both County and Contractor understand that the cost allocation portion for County reimbursement is an estimate, and may deviate from what has been stated below. Any line item request for reimbursement that varies greater than 5% from the original estimated CSBG-budgeted line item must be approved in writing by HSA Center on Homelessness Manager.

CSBG Services

Upon receipt of invoice (the 15<sup>th</sup> day of each calendar month following the reporting period), County will reimburse Contractor for actual costs incurred for services rendered during the term of the contract through the end of the period just completed, provided Contractor provides HSA with documentation that is appropriate to the request for reimbursement and consistent with the cost allocation budget described in Attachment I, (for example, if reimbursement is for staffing costs, then appropriate documentation would be time sheets indicating hours incurred for CSBG-supported service delivery in appropriate time periods, documentation that the staff costs are reimbursable from funds provided in this agreement, and that staff costs were a line item in the budget submitted).

If HSA determine that the invoice documentation is too voluminous, HSA will notify Contractor that a summary of documentation plus scanned/e-mailed support materials may suffice for County review and approval. In all cases, Contractor shall make documentation records available for HSA review upon request.

In no event will County reimburse Contractor for any payments exceeding the total amount stated in Agreement.

All requests for reimbursement must be signed by an authorized representative of Contractor. Contractor shall certify in writing that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper and that all funds to be expended are on behalf of and exclusively for the activity or services described in Exhibit A. The County reserves the right to verify such completion prior to payment to Contractor.

In the event of a questionable payment request, the County will state in writing the specific nature of its objections to Contractor's work. The County will also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party. The County will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved.

In no event the total obligation of this Agreement shall exceed \$419,214 in the manner below:

- For the FY 2011, CSBG is in the amount of \$364,444, for the period of January 15, 2012- December 31, 2012; and
- For the FY 2012, CSBG's first release is in the amount of \$54,770 (2012 total anticipated amount could be increased up to \$371,846) for the period of January 15, 2012 - December 31, 2012.

**Attachment I - Part One**

**Samaritan House (SUB-Contractor) Budget Summary  
2011 CSBG Grant - Agreement #11-F-4242  
Budget Narrative**

**Section 10 – Administrative Costs**

<b>Position Title</b>	<b>Amount</b>	<b>Justification / Description</b>	<b>Total Salary</b>	<b>Percent</b>	<b>Months</b>
Director of Finance	\$4,152	This position oversees contract compliance, financial and data reporting.	\$ 103,809.00	4%	12
Data Manager	\$15,120	Manages data collection and reporting for the 8 agency collaborative. Other functions include data entry (NPI indicators) and quality assurance processes on NPI reporting for the contract.	\$ 63,000.00	24%	12
Fringe Benefits	\$4,625	Fringe benefits include all applicable payroll taxes & PTO (8%), health benefits-medical, dental, LTD, life, chiro, employee assistance program, FSA account (12%), workers compensation insurance (4%).			
Operating Expenses	\$2,200	Copy machines, paper, and forms.			
<b>SUB TOTAL</b>	<b>\$26,097</b>				

**Section 20 – Program Costs**

Community Action Agency Director		This position ensures all program participants in the 8 partner agencies meet CSBG eligibility by working with clients and case managers. This position also conducts outreach activities to clients and community partners to increase client access to services and additional resources. Another key activity of this position is to facilitate the program oversight committee (comprised of representatives from all partner agencies countywide). This committee is the key vehicle used to roll out program information, ensure consistent program requirements amongst providers, problem solve program issues, and to implement the client assistance appeals process.	\$ 65,000.00	90%	12
	\$58,500				

Director of Programs Services	\$9,600	The Director of Programs provides supervision and guidance to the Grant and Eligibility Manager around programmatic issues.	\$ 80,000.00	12%	12
Accountant Assistant	\$7,050	Activities in the programmatic side primarily entail working with the client, case managers and third party vendors on eligibility issues in order to release payments to vendors. Many times this position may have to work with vendors (i.e. landlords) to explain the program requirements in order to gain confidence to obtain necessary information and eligibility documents on behalf of the client. Other activities include issuing the check and coordinating delivery to vendor (i.e. vendor or case manager pick-up) as most homelessness prevention assistance comes with a high sense of urgency due to late payments and other factors.	\$ 47,000.00	15%	12
Fringe Benefits	\$18,036	Fringe benefits include all applicable payroll taxes & PTO (8%), health benefits-medical, dental, LTD, life, chiro, employee assistance program, FSA account (12%), workers compensation insurance (4%).			
Operating Expenses	\$22,832	Cell phones and services, copying and paper, forms, utility and occupancy, liability insurance, data connectivity and maintenance, Board meeting expenses, Milage for admin staff and other startup and other expenses.			
Operating Expenses - Copy and Supplies	\$2,800	Printing, paper, office supply costs of all client files needed for processing assistance request (e.g. file folders, paper, print cartridges)			
Other Costs – Direct Clients' short term services/assistance (as indicated in the NPI)	\$219,529	Direct payments to third party vendors (i.e. landlords, PG&E, propane vendor, moving costs or car repair for going to work) on behalf of eligible individual or families.			
<b>SUB TOTAL</b>	<b>\$338,347</b>				

<b>TOTAL</b>	<b>\$364,444</b>	
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# **Attachement I - Part Two**

## **Samaritan House (SUB-Contractor) Budget Summary** **2012 CSBG Grant - Agreement #12-F-4440** **Budget Narrative**

### **Section 10 – Administrative Costs**

Position Title	Amount	Justification / Description	Total Salary	Percent	Months	Position Budget
Director of Finance	\$3,114	This position oversees contract compliance, financial and data reporting.	\$ 103,809.00	3%	12	\$ 3,114
Data Manager	\$25,200	Manages data collection and reporting for the 8 agency collaborative. Other functions include data entry (NPI indicators) and quality assurance processes on NPI reporting for the contract.	\$ 63,000.00	40%	12	\$ 25,200
Accounting Assistant	\$7,990		\$ 47,000.00	17%	12	\$ 7,990
Fringe Benefits	\$8,713					
Audit	\$1,200					
<b>SUB TOTAL</b>	<b>\$46,217</b>					

### **Section 20 – Program Costs**

Director of Programs Services	\$2,400	The Director of Programs provides supervision and guidance to the Grant and Eligibility Manager around programmatic issues.	\$ 80,000.00	3%		\$ 2,400
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Accountant Assistant	\$7,050	Activities in the programmatic side primarily entail working with the client, case managers and third party vendors on eligibility issues in order to release payments to vendors. Many times this position may have to work with vendors (i.e. landlords) to explain the program requirements in order to gain confidence to obtain necessary information and eligibility documents on behalf of the client. Other activities include issuing the check and coordinating delivery to vendor (i.e. vendor or case manager pick-up) as most homelessness prevention assistance comes with a high sense of urgency due to late payments and other factors.	\$ 47,000.00	15%		\$ 7,050
Fringe Benefits	\$2,268	Fringe benefits include all applicable payroll taxes & PTO (8%), health benefits-medical, dental, LTD, life, chiro, employee assistance program, FSA account (12%), workers compensation insurance (4%).				
Operating Expenses	\$17,479	Cell phones and services, copying and paper, forms, utility and occupancy, liability insurance, data connectivity and maintenance, Board meeting expenses, Milage for admin staff and other startup and other expenses.				
Other Costs – Direct Clients' short term services/assistance (as indicated in the NPI)	\$296,432	Direct payments to third party vendors (i.e. landlords, PG&E, propane vendor, moving costs or car repair for going to work) on behalf of eligible individual or families.				
<b>SUB TOTAL</b>	<b>\$325,629</b>					

<b>TOTAL</b>	<b>\$371,846</b>	
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## Attachment II

<input type="checkbox"/>	Community Action Plan
<input type="checkbox"/>	Contract No. <b>1543</b>
<input type="checkbox"/>	Mid-Year Report (Jan-June)
<input type="checkbox"/>	Annual Report (Jan-Dec)

Contractor Name: San Mateo County

Contact Person and Title: Wendy Goldberg - Manager - Center on Homelessness

Phone Number: 650-802-3378 Ext. Number: 650-596-3478

E-mail Address: [wgoldberg@smchsa.org](mailto:wgoldberg@smchsa.org) Fax Number: \_\_\_\_\_

*Goal 1: Low-income people become more self-sufficient.*

### NPI 1.1: Employment

**Problem Statement:** (If additional space is needed, please attach a separate sheet.)

**Program Activities and Delivery Strategies:** (If additional space is needed, please attach a separate sheet.)

<b>National Performance Indicator 1.1</b> <b>Employment</b> The number and percentage of low-income participants in Community Action employment initiatives who get a job or become self-employed, as measured by one or more of the following:	<b>1</b> <b>Number of Participants Projected to be Served for Contract Period (#)</b>	<b>Reporting Period</b>	<b>2</b> <b>Number of Participants Enrolled in Program(s) in Reporting Period (#)</b>	<b>3</b> <b>Number of Participants Expected to Achieve Outcome in Reporting Period (#)</b>	<b>4</b> <b>Number of Participants Achieving Outcome in Reporting Period (#)</b>	<b>5</b> <b>Percentage Achieving Outcome in Reporting Period (4/3=5) (%)</b>
<b>A.</b> Unemployed and obtained a job		Mid-Year				
		Annual				
<b>B.</b> Employed and maintained a job for a least 90 days		Mid-Year				
		Annual				
<b>C.</b> Employed and obtained an increase in employment income <b>and/or</b> benefits		Mid-Year				
		Annual				
<b>D.</b> Achieved "living wage" employment and/or benefits		Mid-Year				
		Annual				

*In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.*

		Mid-Year				
		Annual				

## Attachment II

**Goal 1: Low-income people become more self-sufficient.**

### NPI 1.2: Employment Supports

**Problem Statement:** (If additional space is needed, please attach a separate sheet.)

San Mateo County is characterized by extraordinarily high housing costs, which escalated dramatically in the late 1990's and early 2000's due to burgeoning job growth in the high-tech sector. Despite the collapse of the housing market nationally and the ongoing recession, San Mateo County home prices and rents remain among the highest in the San Francisco Bay Area. The median home sales price in the quarter ending June 2011 was \$759,572. Market rent for a typical two-bedroom apartment was \$1,838 or \$22,000 per year, which is out of reach for the thousands of households earning \$25,000 or less. The unemployment rate in San Mateo County rose from 3.9% in September 2007 to a peak of 9.8% in January and currently sits at 9.3%.

**Program Activities and Delivery Strategies:** (If additional space is needed, please attach a separate sheet.)

Rental assistance and deposit/moving cost assistance. Emergency financial assistance for car repairs and transportation vouchers.

National Performance Indicator 1.2	1	Reporting Period	2	3
Employment Supports	Number of Participants Projected to be Served for Contract Period (#)		Number of Participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)
The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action, as measured by <u>one or more</u> of the following:				
A. Obtained skills/competencies required for employment		Mid-Year		
		Annual		
B. Completed ABE/GED and received certificate or diploma		Mid-Year		
		Annual		
C. Completed post-secondary education program and obtained certificate or diploma		Mid-Year		
		Annual		
D. Enrolled children in "before" or "after" school programs		Mid-Year		
		Annual		
E. Obtained care for child or other dependant		Mid-Year		
		Annual		
F. Obtained access to reliable transportation and/or driver's license	5	Mid-Year		
		Annual		
G. Obtained health care services for themselves or a family member		Mid-Year		
		Annual		
H. Obtained safe and affordable housing	45	Mid-Year		
		Annual		
I. Obtained food assistance		Mid-Year		
		Annual		
J. Obtained non-emergency LIHEAP energy assistance		Mid-Year		
		Annual		
K. Obtained non-emergency WX energy assistance		Mid-Year		
		Annual		
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)		Mid-Year		
		Annual		
In the rows below, please include any additional indicators for NPI 1.2 that were not captured above.				
		Mid-Year		
		Annual		

## Attachment II

**Goal 1: Low-income people become more self-sufficient.**

**NPI 1.3: Economic Asset Enhancement and Utilization**

**Problem Statement:** (If additional space is needed, please attach a separate sheet.)

**Program Activities and Delivery Strategies:** (If additional space is needed, please attach a separate sheet.)

<b>National Performance Indicator 1.3</b>	<b>1</b>		<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Economic Asset Enhancement and Utilization</b> The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following:	<b>Number of Participants Projected to be Served for Contract Period (#)</b>	<b>Reporting Period</b>	<b>Number of Participants Enrolled in Program(s) in Reporting Period (#)</b>	<b>Number of Participants Expected to Achieve Outcome in Reporting Period (#)</b>	<b>Number of Participants Achieving Outcome in Reporting Period (#)</b>	<b>Percentage Achieving Outcome in Reporting Period (4/3=5) (%)</b>	<b>Aggregated Dollar Amounts (Payments, Credits or Savings) (\$)</b>

### A. ENHANCEMENT

<b>1.</b> Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits.		Mid-Year					
		Annual					
<b>2.</b> Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments.		Mid-Year					
		Annual					
<b>3.</b> Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.		Mid-Year					
		Annual					

*In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.*

		Mid-Year					
		Annual					

## Attachment II

**Goal 1: Low-income people become more self-sufficient.**

**NPI 1.3: Economic Asset Enhancement and Utilization**

<b>National Performance Indicator 1.3 (Continued)</b> <b>Economic Asset Enhancement and Utilization</b> The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following:	<b>1</b> <b>Number of Participants Projected to be Served for Contract Period (#)</b>	<b>Reporting Period</b>	<b>2</b> <b>Number of Participants Enrolled in Program(s) in Reporting Period (#)</b>	<b>3</b> <b>Number of Participants Expected to Achieve Outcome in Reporting Period (#)</b>	<b>4</b> <b>Number of Participants Achieving Outcome in Reporting Period (#)</b>	<b>5</b> <b>Percentage Achieving Outcome in Reporting Period (4/3=5) (%)</b>	<b>6</b> <b>Aggregated Dollar Amounts (Payments, Credits or Savings) (\$)</b>
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### B. UTILIZATION

<b>1.</b> Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days		Mid-Year					<b>N/A</b>
		Annual					
<b>2.</b> Number and percent of participants opening an Individual Development Account (IDA) or other savings account		Mid-Year					<b>N/A</b>
		Annual					
<b>3.</b> Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings		Mid-Year					
		Annual					
<b>4.</b> Of participants in a Community Action assets development program (IDA and others):	<b>N/A</b>						
<b>a.</b> Number and percent of participants capitalizing a small business due to accumulated savings		Mid-Year					
		Annual					
<b>b.</b> Number and percent of participants pursuing post-secondary education with accumulated savings		Mid-Year					
		Annual					
<b>c.</b> Number and percent of participants purchasing a home with accumulated savings		Mid-Year					
		Annual					
<b>d.</b> Number and percent of participants purchasing other assets with accumulated savings		Mid-Year					
		Annual					
<i>In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.</i>							
		Mid-Year					
		Annual					

**Attachment III  
County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Samaritan House	Phone:	(650) 347-3648
Contact Person:	Jolie Bou, Finance Director	Fax::	(650) 247-6066
Address:	4031 Pacific Boulevard San Mateo, CA 94401		

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

ATTACHMENT IV

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

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

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

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

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."