# AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND INNVISION SHELTER NETWORK (SHELTER SERVICES)

THIS AGREEMENT, entered into this day of	, 20,
by and between the COUNTY OF SAN MATEO, hereinafter called "G	County," and
INNVISION SHELTER NETWORK, hereinafter called "Contractor";	;

## WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing Shelter Services to the residents of San Mateo County.

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

# 1. Exhibits and Attachments

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

Exhibit A—Program/Project Description

Exhibit B—Method and Rate of Payment

Exhibit C—Contractor's Declaration Form

Exhibit D—Program Monitoring

Exhibit E—Outcome Based Management (OBM) Initiative

Attachment I—§504 Compliance

# 2. Services to be performed by Contractor

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

# 3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Nine Hundred Seventy Four Thousand Six Hundred Seventy Dollars (\$974,670).

#### 4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2013, through June 30, 2016.

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

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

# 5. Availability of Funds

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

#### 6. Relationship of Parties

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

## 7. <u>Hold Harmless</u>

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) <u>Liability Insurance</u> 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 Sates mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

County of San Mateo Human Services Agency Ali Shirkhani, Analyst 472 Harbor Boulevard, Building C Belmont, CA 94002 FAX: (650) 596-3478

In the case of Contractor, to:

InnVision Shelter Network Karae Lisle, CEO 1450 Chapin Avenue, 2<sup>nd</sup> Floor Burlingame, CA 94010 FAX: (650) 685-5881

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	
INNVISION SHELTER NETWORK Karae Lisle, CEO 1450 Chapin Avenue, 2 <sup>nd</sup> /Floor	
Burlingame, CA 94010	
Contractor's Signature	
Date: $\frac{5/2}{13}$	

# Exhibit "A" Program/Project Description InnVision Shelter Network Homeless Shelter Operations FY 2013-16

In consideration of the payments set forth in Exhibit "B", Contractor will provide the following services under the general direction of the Human Services Agency or authorized representatives:

#### I. CLIENT SERVICES:

- **A. Services -** The Contractor will provide emergency shelter and/or transitional housing for homeless families and individuals at the following seven program sites:
  - 1) Family Crossroads 50 Hillcrest Drive, Daly City;
  - 2) First Step For Families 325 Villa Terrace (or alternate sites as necessary), San Mateo;
  - 3) Maple Street Self Sufficiency Center 1580A Maple Street, Redwood City;
  - 4) Redwood Family House 110 Locust Street, Redwood City;
  - 5) Haven Family House 260 Van Buren Road, Menlo Park; and
  - 6) Bridges, various sites throughout the County.

All Contractor programs are to be open 24 hours a day and referrals are to be accepted through local community-based organizations daily from 9:00 a.m. through 5:00 p.m., Monday through Friday. Contractor will provide the services reflected in the following table during the term of this Agreement.

Sites/Facilities	Services	Performance
Family Crossroads	Transitional housing & social services	40 families (13 max. at any one time)
First Step for Families	Short-term and Mid-term transitional housing & services	230 families (39 max. at any one time)
Maple Street	Transitional housing & services for individuals	350 individuals (men & women) (76 max. at any one time 32 beds for short-term stay and 44 beds for transitional period)
Redwood Family House	Transitional housing & social services	40 families (9 max. at any one time)
Haven Family House	Transitional housing & social services	75 families, including children (23 max. at any one time)
Bridges Program	Countywide scattered-site transitional housing & social services - transitional housing is longer term	15 families/households

Social services will be offered to all clients participating in transitional housing programs. Social services will include crisis intervention, case management, short-term counseling, weekly self-sufficiency workshops, weekly group meetings, advocacy, housing and employment development assistance, personal financial assistance, health and mental health referral, coordination of services with local community agencies, mandatory savings program, move-in costs, voluntary follow-up case management services, transportation, food and household items for relocation to permanent housing.

- **II.** Outcomes The parties agree that it is their intent, in entering into this Agreement, to achieve the following outcomes.
  - (1) Seventy-seven and half percent to Seventy-eight and half percent (77.5%-78.5%) of families and fifty-six and half percent to fifty-seven and half percent (56.5%-57.5%) of the individuals who receive transitional housing assistance under this Agreement will be assisted to relocate to permanent housing in the FY 2014-2016.
  - (2) The numbers of persons who are employed will increase during the time they receive transitional housing.
  - (3) Average monthly income per family will increase from entry to graduation of the Shelter Network's Participant Program.
  - (4) Eighty eight (88%) of families enrolled in voluntary follow-up case management will remain in housing six months after graduation from transitional housing.

#### III. SUPPORTING ACTIVITIES

**Administrative Support -** Will be provided to all programs through Contractor's administrative staff, located at 1450 Chapin A venue, 2<sup>nd</sup> Floor - Burlingame, California 94010. Administrative support for transitional housing programs will include fund-raising, supervision, program coordination, volunteer coordination, public relations and financial and general management.

**Maintenance** - All sites will receive on-going maintenance from Contractor in such a manner that ensures that appropriate permits, licenses, prevention measures and applicable codes are met, and ensures that services are delivered in a professional, effective, and ethical manner.

**Program Needs Assessments** - An annual assessment will be conducted by Contractor's staff, including an assessment of the manner in which needs and existing gaps in services are currently met by Contractor, which will be presented to and reviewed by Contractor's Board of Directors. Contractor will provide the County with a copy of all assessments completed during the term of this Agreement.

**Education and Training** - Regular in-service training for Contractor's staff will be conducted using other social services professionals with expertise in specific areas. Regular educational presentations by Contractor's staff and Board to interested community groups will also continue on a regular basis.

**Program Evaluation** - As part of the program planning and review process, each year a program plan will be developed for each transitional housing site and the administrative department, and these plans will evaluated at year-end based upon the goals and objectives established.

**Resource Development** – Contractor's administrative staff will continue to pursue the following sources of funding: private foundations, corporate grants, contributions from individuals, fund-raising events, and government contracts, etc.

**Community Coordination** - Contractor's Executive Director, Director of Programs and Services, Program Directors and Casework staff will regularly participate in local networks and the Continuum of Care Collaborative to promote collaboration and coordination to support transitional housing services.

## IV. DESCRIPTIONS OF THE SERVICE ENVIRONMENTS

**Clients Served -** Contractor will continue to serve hom eless residents of San Mateo County, both families and individuals, referred by the County's existing CORE Services Agencies and other social service providers.

**Volunteers -** Volunteers assist with site maintenance, providing client workshops, coordinating donations at program sites, transporting clients and conducting community education and fund development activities.

**Support Committees -** Each transitional housing program will maintain a community support committee comprised of local service providers, representatives of religious congregations and community organizations, school districts, law enforcement and concerned citizens. In addition to creating a local base of support for each program in the local community, the Support Committees will serve to inform and voice local concerns.

#### V. DEFINITION AND EXPLANATION OF TERMS

**Case Management -** The oversight, planning and coordination of various systems related to the provision of Social Services.

**Transitional Housing -** Temporary housing of a longer term than shelter. Transitional housing includes temporary housing combined with the intensive and comprehensive support services that will assist an individual or family to successfully regain permanent, stable housing of their own. Please see the above section "Client Services," for a fuller description of services included in transitional housing.

Short-Term - Stay of 2 to 60 days.

Transitional Housing Stay Period - 2 to 6 months.

# VI. OTHER CONTRACTOR RESPONSIBILITIES

- A. The Contractor will provide and maintain a system through which recipients of services provided under this Agreement will have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of such services.
- B. The Contractor agrees to keep the San Mateo County Human Services Agency informed about its services and activities under this Agreement, and to accept appropriately referred clients from the San Mateo County Human Services Agency for its contract services as part of its client base.
- C. The Contractor will provide the Human Services Agency with an annual budget. In addition, the Contractor will maintain all pertinent records and data collection forms that reflect activities listed in this Agreement for a period of three (3) years.
- D. Contractor will participate in HOPE (Housing Our People Effectively) activities as mutually agreed upon. HOPE is a ten-year action plan that brings together the business, nonprofit, and public sector communities to address the challenging issue of homelessness at its core, rather than manage it at the margins.

- E. Contractor will perform the following specific tasks for each of the program components:
- 1. Provide support services, for families and/or individuals to assist client to successfully transition into permanent housing, specifically including children's programs for facilities for families, a casework counseling program, rental and employment information and social services provided through individual and group meetings, and referral to other community agencies.
- 2. Work with other service providers, church groups and individuals in San Mateo County to secure volunteer and charitable support.
- 3. Provide administrative, management, supervision, accounting, planning, public relations and overhead which supports the operations of the facilities through the involvement of the Contractor's Executive Director, Director of Finance, Director of Programs and Services, Clerical and Maintenance staff and the on-site Resident Manager.
- 4. Provide ongoing fund raising and grant writing activities to secure funds for operating and staff expenses of the facilities with the objective of creating a broad base of financial and volunteer support for them and lessening their dependence upon direct County funding.
- 5. Contractor will enter client data in the Homeless Management Information System (HMIS/HOPE).

#### VII. CONFIDENTIALITY

Contractor agrees to comply with the provisions of Section 10850 of the California Welfare and Institutions Code and Division 19-000 of the State Department of Social Service Manual of Policies and Procedures.

# Exhibit B Method and Rate of Payment InnVision Shelter Network Homeless Shelter Operation Services FY 2013-16

- 1. In full consideration of the services provided by the Contractor pursuant to this Agreement, the County shall pay the Contractor a quarterly amount not to exceed \$81,222.50 upon receipt and approval of invoice. The Contractor shall submit invoices within 30 days of the end of the service month and the County shall pay the invoices within 20 working days following receipt of invoice and required reports as shown below. The total amount shall not exceed \$324,890.00 per Fiscal Year. In any event the total amount of the Agreement for FY 2013-16 shall not exceed \$974,670.00.
- 2. All invoices must be accompanied by the reports specified in Exhibit D of the Agreement. The County will not be obligated to make payments of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved. The County will state the specific nature of its objections to Contractor's work in writing. County will also specify what actions or changes are necessary to make the work acceptable. Contractor will respond to County within 15 days of receipt of such objections. The parties to the Agreement will meet to discuss such objections at the request of either party.
- 3. County may terminate the Agreement or a portion of the services referred to in Exhibit A, based upon availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payments if the County determines that the quantity or quality of the work performed is unacceptable.
- 4. All Quarterly Reports and Invoices are to be submitted to the San Mateo County Human Services Agency Center on Homelessness, Ali Shirkhani 472 Harbor Boulevard, Building C Belmont, CA 94002. Phone (650) 802-7675.

# Required Reports to process invoices:

Quarte	erly Reports must contain the following information:
•	Quarterly Performance Summary Report (by Site)
•	Quarterly Program Narrative Report (by Site)

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

# I. CONTRACTOR INFORMATION

Contractor Name:	InnVision Shelter Network	Phone: (650) 685-5880
Contact Person:		Fax: (650) 685-5881
Address:	1450 Chapin Avenue – 2 <sup>nd</sup> Floor	Number of employees: 7, 76
	Burlingame, CA 944010	230

	Burlingame, CA 944010	236
	QUAL BENEFITS (check one or more boxes) actors with contracts in excess of \$5,000 must treat spouses ar	ad damastia partnara aqually as to amployee hanafita
	Contractor complies with the County's Equal Benefits Ordina	
	offering equal benefits to employees with spouses and	
	offering a cash equivalent payment to eligible employe	
<b>I</b>	Contractor does not comply with the County's Equal Benefits	•
	Contractor is exempt from this requirement because:	
	Contractor has no employees, does not provide benef or less.	its to employees' spouses, or the contract is for \$5,000
	Contractor is a party to a collective bargaining agreem (date), and intends to offer equal benefits when said a	
III. N	ON-DISCRIMINATION (check appropriate box)	
<b>y</b>	Finding(s) of discrimination have been issued against Contra	
Г	Opportunity Commission, Fair Employment and Housing Cor attached sheet of paper explaining the outcome(s) or remedy	
	No finding of discrimination has been issued in the past year	
	Opportunity Commission, Fair Employment and Housing Cor	nmission, or any other entity.
IV. EI	MPLOYEE JURY SERVICE (check one or more boxes)	
	actors with original or amended contracts in excess of \$100,000	must have and adhere to a written policy that
provid	es its employees living in San Mateo County up to five days re	gular pay for actual jury service in the County.
X	Contractor complies with the County's Employee Jury Service	
	Contractor does not comply with the County's Employee Jury	Service Ordinance.
<u> </u>	Contractor is exempt from this requirement because:	
	the contract is for \$100,000 or less. Contractor is a party to a collective bargaining agreem	ent that began on (date) and expires on
	(date), and intends to comply when the collective barg	
	Contractor has no employees.	
	Contractor has no employees who live in San Mateo C	ounty.
	are under penalty of perjury under the laws of the State of ( at I am authorized to bind this entity contractually.	California that the foregoing is true and correct,
	Jarae In Josle	Kara Licle
Sian ct	NI N	I WWE LISTE
Signate	ule V	Karae Liste ame CEO
	5/2/12	CEO
Date	Т	itle

#### **Exhibit D**

# **Program Monitoring**

# InnVision Shelter Network FY 2013-16

Contractor will submit to the Human Services Agency, Shelter Services a **Quarterly Performance Report** within 30 days of the end of each quarter that will consist of two parts (Item 1 and 2):

- 1. Performance Log, to be submitted on form provided by the Human Services Agency, Shelter Services, which will provide income and demographic information of each individual or household served as well as a brief description of the services provided during the quarter. The Log will further contain information on referral source of the beneficiaries. Contractor will enter universal data element, services provided and program entry data in Housing Our People Effectively (HOPE) Homeless Management Information Systems (HMIS) for all clients. Performance reports will be generated by the County from the HOPE system.
- 2. Submit to the County the following reports:
  - a. Annual Budget Report;
  - b. Board of Directors' Roster;
  - c. Board Meetings Schedule; and
  - d. Notification of any significant changes in Shelter Services.

Contractor will maintain files in their offices which contain the information required in the Performance Reports. Each household or individual served will be assigned an individual file identifier which will be provided to the Human Services Agency, Shelter Services as a part of the Performance Log. The file identifier can be the name of the client or, if confidentiality is a concern, a numerical identifier may be used. Household income will be documented by a statement of income signed by the client or verified by pay stubs, income tax returns, and report of benefits, pensions or other suitable verification of income.

All families served must have household incomes which do not exceed the low income limits established by criteria of the Moving to Work program. Contractor will assess family eligibility and enroll families that meet the criteria. Contractor will verify income and maintain verification in clients files.

# Exhibit E Outcome Based Management Initiative

# InnVision Shelter Network Shelter Services FY 2013-16

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

#### **Contractor Responsibilities**

Contractor will engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

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

#### **County Responsibilities**

County, through the Human Services Agency, will

- Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative;
- · Issue and review OBM Implementation Guidelines; and
- · Conduct review of performance and outcome information.

#### ATTACHMENT I

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

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

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

The Contractor(s): (Check a or b)
a. Employs fewer than 15 persons.
b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.
84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.
Name of 504 Person - Type or Print
Name of 504 Person - Type or Print
Name of Contractor(s) - Type or Print
Name of Contractor(s) - Type or Print
1450 Chapin Ave., 2nd Floor Street Address or P.O. Box
Burlingame, CA 94010 City, State, Zip Code
City, State, Zip Code
I certify that the above information is complete and correct to the best of my knowledge.
y araen toll
Signature
CEO
Title of Authorized Official
5/2/13
Date

"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."

<sup>\*</sup>Exception: DHHS regulations state that: