

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAMARITAN HOUSE

This Agreement is entered into this ___ day of _____, 2020, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and Samaritan House, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing housing location and financial empowerment services for residents of the Safe Harbor Shelter.

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit B1—Budget
- Exhibit C— Performance Measures and Reporting
- Exhibit D—Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers
- Attachment 1 – HEAP Requirements
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS (\$124,796). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2020, through June 30, 2021.

5. Termination

This Agreement may be terminated by Contractor or by the County at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

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

6. Contract Materials

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

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any

subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

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

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

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political

beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days

such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

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

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

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

In the case of Contractor, to:

Name/Title: Bart Charlow/CEO
Address: 4031 Pacific Blvd, San Mateo, CA 94403
Telephone: 650-523-0810

Email: bart@samaritanhousesanmateo.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

* * *

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

For Contractor: Samaritan House

DocuSigned by:
Bart Charlow
4BF1F1B2DDD34A0...

6/8/2020 | 2:18 PM PDT

Bart Charlow

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

Program/Project Description

Housing Location and Financial Empowerment Services for Safe Harbor Residents

In consideration of payments as shown in Exhibit B, and subject to the terms and conditions of the agreement, Contractor shall provide the following services.

A. Services

The purpose of this Agreement between County and Contractor is to provide housing location specialist services and financial empowerment services for Safe Harbor Shelter residents. The goal of these services is to assist clients in identifying potential housing options, secure housing and remaining housed.

The population to be served is people experiencing homelessness who are residing at Safe Harbor shelter. This will include people experiencing homelessness who have disabilities, little to no income, evictions, criminal convictions, alcohol and/or other substance issues, mental and physical health challenges, and other barriers to maintaining housing.

Clients must be current Safe Harbor Shelter residents at the time they begin to receive these services, however these services may continue for a client after he or she exits Safe Harbor Shelter if appropriate.

Housing Location Specialist Services

Throughout the term of this Agreement, Contractor will provide housing location specialist services in the following ways for each client enrolled in the housing location specialist program in order to provide individualized assistance to each client to help him/her identify and move into permanent housing as quickly as possible.

1. Contractor will ensure that Safe Harbor Shelter case managers are aware of the program and how to refer clients. Clients will be referred as early as possible during their shelter stay; there are no pre-requisites in order to be able to be referred to this program (i.e. no minimum income amount, etc.).
2. Contractor will ensure that Housing Location Specialist only serves clients who are not receiving housing search services through a different program.
3. Contractor's Housing Location Specialist will meet with each client individually on his/her housing plan and housing preferences and may also provide group sessions/trainings
4. Housing Location Specialist will assist the client with developing a renter's resume and packet of information that can be used when completing rental applications and preparing to speak with potential landlords
5. Housing Location Specialist will provide training and assistance to the client to increase his/her housing search skills and knowledge, including how to locate housing leads, how to complete renter's applications, communication strategies for landlord communication, knowledge of landlord and tenant rights and responsibilities, other skills to assist in the housing search process.
6. Housing Location Specialist will assist the client with locating and exploring housing leads, including various options such as apartments for rent, rooms for rent, shared housing options, family reunification, and other potential housing options that may be of interest to the client.
7. Housing Location Specialist will assist client with visiting potential housing units, including offering transportation or providing transportation assistance (such as providing client with bus tickets, taxi rides, etc.)
8. Housing Location Specialist will assess for client's need for financial assistance to access their identified housing option and inform client and assist client with accessing community resources that may be able to provide financial assistance for deposits and other related housing costs.

9. Housing Location Specialist will conduct outreach to potential landlords, encourage them to rent to program participants, and connect interested landlords to program participants.
 - a) For housing opportunities that the Housing Location Specialist is directly involved in (identifies landlord and introduces landlord to client), Contractor will ensure that all housing units pass the HUD Habitability Standards and maintain documentation of each unit's compliance with the Habitability Standards (as defined here: <https://www.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf>).
10. Housing Location Specialist may utilize funds to provide financial incentives, such as to guarantee payment of damages if the tenant causes damage beyond what is covered by the security deposit.
11. Provide services in compliance with Housing First principles as described in California Welfare and Institutions Code Section 8255(b).
12. Collaborate closely with Safe Harbor case managers and any other programs providing services to the client.
13. The Housing Location Specialist will maintain a case load of at least 10 clients who are currently at Safe Harbor shelter and will also provide ongoing supportive services to up to 20 clients who have been housed through the Housing Location Specialist services for up to 12 months after move-in or until the end of this Agreement, whichever comes first.

This agreement supports 1.0 FTE Housing Location Specialist.

Financial Empowerment Services

From July 1, 2020 through the end of the term of this Agreement, Contractor will provide financial empowerment services in the following ways order to provide individualized assistance to each client to help him/her move into permanent housing as quickly as possible and maintain that housing.

1. Contractor will ensure that Safe Harbor Shelter case managers are aware of the program and how to refer clients. There are no pre-requisites in order to be able to be referred to this program (i.e. no minimum income amount, etc.).
2. Financial Empowerment Services has two components. Each client will be served by one or both of these components.
 - a. Group-based services
 - i. Contractor's Financial Empowerment Analyst will provide multi-session financial literacy classes on an ongoing basis to train clients on increasing their financial skills related to achieving their housing goals. The course material will be tailored to the needs of the clients in the course.
 - ii. The Financial Empowerment Analyst will provide trainings and resources in budgeting, credit repair, meeting financial responsibilities, and developing savings.
 - b. Individual-based services
 - i. Contractor's Financial Empowerment Analyst will meet with each referred client individually and may also meet with clients as groups.
 - ii. The Financial Empowerment Analyst will complete an assessment with the client of the client's financial stability, specifically focusing on financial barriers to entering and maintaining housing (i.e. credit scores).
 - iii. The Financial Empowerment Analyst will provide one-on-one financial coaching (aligned with the client's housing plan) and assist each client with creating an individualized client-driven plan to address the identified barriers, increase savings, and support the client's housing plans.
 - iv. The Financial Empowerment Analyst will provide trainings and resources in budgeting, meeting financial responsibilities, and developing savings.

3. Financial Empowerment Analyst will collaborate closely with Safe Harbor case managers, Housing Location Specialist, and any other programs providing services to the client.
4. Contractor will provide services with a focus on assisting clients with moving into housing as quickly as possible.
5. Contractor will provide services in compliance with Housing First principles as described in California Welfare and Institutions Code Section 8255(b).

This agreement supports 0.5 FTE Financial Empowerment Analyst from July 2020 through the end of the term of this Agreement.

Quality Assurance and Continuous Quality Improvement

Contractor will conduct quality assurance and continuous quality improvement, including ongoing training, coaching, and reviewing services and data to ensure quality of services, consistency of services, and adherence to policies and procedures.

Contractor will conduct ongoing reviews of services and documentation of services (file reviews). Contractor will implement a quality improvement plan utilizing a variety of sources of information and data, such as data on services and trends, performance measure data, client case reviews, customer feedback, staff input, stakeholder feedback, reviews of incidents and grievances, and data on community need. Contractor will maintain an ongoing process for utilizing this data to continually refine and improve services offered, policies and procedures, and training resources.

Contractor will implement a systematic process to collect ongoing feedback from clients, homeless and safety net providers, and other stakeholders.

B. Other Contractor Responsibilities

- 1) Provide services that are culturally appropriate to the populations served.
- 2) Provide services that are considered low barrier, meaning that participants are not screened out based on having too little or no income, having an active or history of substance abuse, and/or having a criminal record with exceptions for state-mandated restrictions.
- 3) Provide services in compliance with Housing First principles as described in California Welfare and Institutions Code Section 8255(b).
- 4) Maintain policies, procedures, and tools for staff and update as needed to align Housing First principles and enable staff to serve the hardest-to-serve.
- 5) Maintain timely, accurate client records of all clients served in the San Mateo County Clarity/HMIS database (see Exhibit D). All client records will be entered into Clarity. Data entry will be entered during or as soon as possible after the services. Under all circumstances, data entry will be completed within 4 business days of the service provision.
- 6) Critical Incident Report – All critical incidents will be reported via email within 24 hours to HSA staff, including the events of: death, homicide, suicide or suicide attempt, and assault (to another client or staff) and any other significant incident involving any Samaritan House client or staff.
- 7) Participate in Continuum of Care meetings and HSA Homeless and Safety Net provider meetings.
- 8) Participate in homeless and safety net system planning meetings and collaborate with other community-based organizations and public agencies.
- 9) Participate in point-in-time counts and surveys.

Exhibit B

Method and Rate of Payments

Housing Location and Financial Empowerment Services for Safe Harbor Residents

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

Contractor will:

1. Invoice County on a monthly basis for services shown in Exhibit A. Invoices may include indirect costs of up to 8% of actual costs. Invoices must include the Agreement number, any applicable performance reports as listed in Exhibit C, and any additional supporting documentation as requested by County.
2. Submit invoices by the 20th of the month for the prior month's expenses (per Table 1 below) for services in accordance with the scope of work in Exhibit A and the budget in Exhibit B1 or the revised budget as approved in writing by County.
3. Submit invoices electronically to Meme Than at MThan@smcgov.org or the designated County contact.

Table 1 – Report and Invoice due dates:

Reporting Period		Due Date for Invoice	Due Date for Report
Q1	July	August 20 th	October 20 th
	August	September 20 th	
	September	October 20 th	
Q2	October	November 20 th	January 20 th
	November	December 20 th	
	December	January 20 th	
Q3	January	February 20 th	April 20 th
	February	March 20 th	
	March	April 20 th	
Q4	April	May 20 th	July 20 th
	May	June 20 th	
	June	June 20 th	
		(due early due to year end processes)	

Exhibit B1 - Budget

	Program Budget
Operating Expenses	\$5,680
Personnel Expenses	\$109,616
Subtotal Indirect Expense (may not exceed 8% of total budget)	\$9,500
Total Expenses	\$124,796

County will have the option to adjust budget line items in order to meet the program goals as long as it does not exceed the total value of the Agreement. County will provide written approval to Contractor for any changes to the budget. The County may request additional related services under this agreement and adjust program rates for the programs described within this agreement to accommodate the addition of services as agreed upon by both parties as long as it does not exceed the total agreement obligation.

Exhibit C

Performance Measures and Reporting
Housing Location and Financial Empowerment Services for Safe Harbor Residents

Quarterly reporting is a requirement of payment. Delays in submission of complete reports will delay payments of invoices to Contractor.

Performance Measures

Measure		Target
1	Housing Location Specialist program: Number of individuals served	50
2	Housing Location Specialist program: Number of individuals who moved into permanent housing while enrolled in the program	25
3	Housing Location Specialist program: Clients served who are still housed 6 months after moving into housing (according to follow up surveys completed)	60%
4	Financial Empowerment Program: <ul style="list-style-type: none"> • Number of individuals served via group-based services • Number of individuals served via one-on-one services 	<ul style="list-style-type: none"> • 60 • 20
5	Financial Empowerment Program: Percentage of individuals served who increase their credit score from program entry to exit	20%
6	Safe Harbor Shelter: Exits to permanent housing (% of all shelter leavers who exited to a permanent destination)	10% above FY18-19 actual
7	Safe Harbor Shelter: Average length of stay (average length of stay for shelter leavers)	Same average length of stay of FY18-19 or below

Additional data to be reported on a quarterly basis for the **Housing Location Specialist program:**

- 1) Location of housing that participants have moved into (i.e. list of cities where clients have moved into housing and number of housed clients by city)
- 2) List of types of housing that participants have moved into (rented room, rented apartment, shared housing with family/friends, etc.) and number of housed clients by type of housing

The County shall have the option to modify performance measures, goals, and targets by written notice. The County shall give the Contractor advance notice of any modifications and will also discuss changes with the Contractor.

Required Reporting

Contractor will submit narrative and performance reports, on a quarterly basis, electronically to Meme Than at MThan@smcgov.org or the designated County contact. Quarterly reports are due on the 20th day following the previous quarter's end. (See Table 1 in Exhibit B).

Reports will include a narrative and data. All data should be reported out for both the current quarter and fiscal year-to-date.

1. Quarterly Reports will include, but are not limited to, the following information:
 - a) Reports on performance measures in the table above and the additional data listed above. For data that is a percentage, the reports must include the percentage as well as the numerator and denominator.
 - b) Narrative describing trends, successes, challenges during the reporting period. Narrative will also include information about most common housing barriers for served clients and responses to those barriers.
 - c) Fourth quarter reports will also include narrative describing trends and the impact the program had on participants throughout the year and annual results for each performance measure.

2. Additional Reports
 - a) Contractor will provide County with annual financial audit statements in accordance with generally accepted government auditing standards within nine months of fiscal year end for each year of the Agreement.
 - b) Contractor will submit additional reports or data as requested by County.
 - c) County may request additional data from contractor and/or retrieve reports from Clarity to understand participant requests, services, and outcomes.

Exhibit D
Revised December 2018
Clarity Human Services System
Usage and Data Sharing Agreement for Core Service Agencies and
Homeless Service Providers

In 2014, Core Service Agencies and homeless service providers migrated to the secure, private and confidential Clarity Human Services system network by Bitfocus (“Clarity”). This migration to Clarity allows for data sharing across providers.

Commitment to Data Entry

The Core Service Agencies and homeless service providers agree to timely enter into Clarity’s secure system accurate data about the clients to whom they provide safety net services and homeless services pursuant to their contracts with the County of San Mateo (“County”). Timely entry of this data is crucial to the Core Service Agencies and homeless service providers’ ability to refer clients to other providers, report accurate performance measures and to capture data on community need.

If any provider experiences difficulty in timely entry of data into Clarity, they will notify HSA of the delay, seek technical assistance if necessary and provide a plan within one week to bring the data entry current as soon as possible.

Confidentiality of Client Data

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

The data in Clarity shall not be disclosed to anyone or any entity except in connection with the administration of the safety net and homeless service programs, as necessary to achieve the provision of homeless and safety net services, or for the analysis of the data to show performance measurements, including that of contract compliance.

The data may be reviewed by San Mateo County personnel on a need to know basis to check performance measurements, community trends, client services, and for the purpose of monitoring

contract compliance. Summary results (e.g., non-identifying information such as general statistical data, caseload provide data, funding and expenditure information) is non-confidential may be shared upon request. Data that contains identifying information will be accessible and shared on a need-to-know basis only, and only to the extent permitted by applicable law.

Core Service Agencies and homeless service providers acknowledge that these confidential data are proprietary to the County and agree to comply with all applicable State and Federal confidentiality laws and regulations.

To authorize the parties to this Agreement to share individually identifiable client information, clients who are entered into the system must sign a Client Consent for Clarity System Data Collection and Release of Information form that will be kept with their records in Clarity and/or in their paper file. The release informs the client that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system. If a client refuses to sign a release, services will not be denied and the client will be entered into Clarity as a private client.

Agencies Entering and Accessing Data in Clarity

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

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

Licensing

Only agency staff who provide safety net or homeless services shall be granted access to Clarity. When an agency is requesting a Clarity license for a new staff, the agency director or manager will review with the staff the confidentiality and security rules regarding Clarity and will send the completed, signed Clarity oath of confidentiality form to HSA to request a new account.

ACCESS TO THE CLARITY SYSTEM AFTER EMPLOYEMENT ENDS IS PROHIBITED. If an authorized user separates from employment with a Core Service Agency or homeless service provider, notification must be made as soon as possible to the HSA Service Desk in advance of the employee leaving. The request will provide a license termination date.

If any license goes unused for more than 90 days, that license may be deactivated. The agency holding the license will be notified prior to deactivation of the license and the agency will have 5 business days to respond with a request if the license is to be continued.

System Configuration Change Requests

All agencies Change Requests (CR) will be evaluated by HSA. For the cost of all Change Requests (CRs) unique to one or a group of agencies and for non-Core or non-HMIS standard programs, payment shall be made by the requesting agency(ies).

User Support

If a Core Service Agency or homeless service provider experiences any technical difficulty with the system, a service request must be sent to the Human Services Agency, Business Systems Group at hsa_servicedesk@smcgov.org or (650) 802-7573.

Contractor/Service Provider Agreement

The Core Service Agencies and homeless service providers agree to train their staff and to establish internal processes and procedures to ensure all staff and volunteers safeguard clients' confidentiality and privacy and enter accurate, complete data. It is understood that accessing Clarity's secure, private and confidential network is for the sole purpose of serving clients. All authorized individuals

accessing the Clarity network of Core Service Agencies and homeless service providers must have a legitimate business reason when searching and accessing information. All activity is logged and participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.

Attachment 1 – HEAP Requirements

- A. Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2019), the State of California has established the Homeless Emergency Aid Program (“HEAP” or “the Program”). The Program is administered by the California Homeless Coordinating and Financing Council (“Council”) in the Business, Consumer Services and Housing Agency (“Agency”). HEAP provides one-time flexible block grant funds to Administrative Entities to address their immediate homelessness challenges.
- B. The County of San Mateo (“County”) is a recipient of a block grant through HEAP and ensures its Contractors receiving HEAP funds are notified of and comply with all conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in the termination of this Agreement.
- C. County reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved. Contractor is required to:
- a. Perform the work in accordance with Federal, State and Local housing building codes, as applicable.
 - b. Maintain at least the minimum State-required worker’s compensation for those employees who will perform any part of the work.
 - c. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by Contractor.
- D. Ineligible Costs: HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50214.
- a. County reserves to right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If Contractor or its funded subrecipients use HEAP funds to pay for ineligible activities, Contractor shall be required to reimburse these funds to County.
 - b. County, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.
 - c. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.
- E. Sufficiency of Funds and Termination: Contractor may terminate this Agreement at any time for cause by giving a minimum of 14 days’ notice of termination, in writing, to Contractor. Cause shall consist of: violations of any terms or conditions of the Agreement, or any breach of contract as described Section H. Breach and Remedies; violation of any Federal or State Laws or Regulations; or withdrawal of Agency’s expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by County, any unexpended funds received by Contractor shall be returned to County within thirty days of the Notice of Termination.

- a. The Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- F. Audit: County reserves the right to perform or cause to be performed a financial audit. At County's request, Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.
- a. If a financial audit is required by County, the audit shall be performed by an independent certified public accountant.
 - b. Contractor shall notify County of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by County to the independent auditor's working papers.
 - c. Contractor is responsible for the completion of audits and all costs of preparing audits.
 - d. If there are audit findings, Contractor must submit a detailed response acceptable to County for each audit finding within 90 days from the date of the audit finding report.
- G. Retention and Inspection of Records: Contractor agrees that County or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to provide County or its designee, with any relevant information requested. Contractor agrees to permit County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website https://www.bcsd.ca.gov/hcfc/documents/heap_overview.pdf, and this Agreement.
- a. Contractor agrees to retain all records described in paragraph above for a minimum period of five (5) years after the termination of this Agreement.
 - b. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
- H. Breach and Remedies:
- a. The following shall each constitute a breach of this Agreement:
 - i. Contractor's failure to comply with the terms or conditions of this Agreement.
 - ii. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.

- iii. Any failure to comply with the deadlines set forth in this Agreement.
 - b. In addition to any other remedies that may be available to County in law or equity for breach of this Agreement, County may:
 - i. Bar Contractor from applying for future HEAP funds;
 - ii. Revoke any other existing HEAP award(s) to Contractor;
 - iii. Require the return of any unexpended HEAP funds disbursed under this Agreement;
 - iv. Require repayment of HEAP funds disbursed and expended under this Agreement;
 - v. Require the immediate return to County of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;
 - vi. Seek, in court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
 - vii. Seek such other remedies as may be available under this Agreement or any law.
 - c. All remedies available to County are cumulative and not exclusive.
 - d. County may give written notice to Contractor to cure the breach or violation within a period of not less than 15 days.
- I. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of County to enforce at any time the provisions of this Agreement, or to require at any time, performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of County to enforce these provisions.
- J. Nondiscrimination: Contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code section 12990 (a-f), *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285, *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other agreement.

- K. Conflict of Interest: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- a. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c. Employees of Contractor: Employees of Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100, *et seq.*
- L. Drug-Free Workplace Certification of Compliance: By signing this Agreement, Contractor and its subcontractors hereby certify under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350, *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
 - b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

- c. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of Contractor's drug-free policy statement, and
 - ii. Will agree to abide by terms of Contractor's condition of employment or subcontract.

- M. Child Support Compliance Act: For any Agreement in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code section 7110, that:
 - a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code;
 - b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- N. Special Conditions – Contractor/Subcontractor: Contractor shall ensure that all subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.

- O. Compliance with State and Federal Laws, Rules, Guidelines and Regulations: Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, Contractor, its Subcontractors, and all eligible activities. Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to County upon request.

- P. Inspections:
 - a. Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

 - b. County reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

- c. Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or Subcontractor until it is corrected.

- Q. Litigation: If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of County, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable. Contractor shall notify County immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or County, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of County.

- R. All proceeds from any interest-bearing account established by Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities.

- S. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code section 8255(b).

- T. Contractor agrees to provide the Business, Consumer Services and Housing Agency access to Homeless Management Information System (“HMIS”) data collected and entered into Contractor’s HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH including but not limited to, a statewide data integration environment. Client-level data is not required in any HEAP funding.

ATTACHMENT I

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

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

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

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

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

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

DocuSigned by:
Bart Charlow
4BF1F1B2DD34A0...

Title of Authorized Official:

CEO

Date:

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*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."