

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
INNVISION SHELTER NETWORK**

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and INNVISION SHELTER NETWORK, hereinafter called "Contractor" (collectively, the Parties").

* * *

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 the purpose of providing the Homeless Outreach Team (HOT) Expansion Services.

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

1. Exhibits and Attachments

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

- Exhibit A—Program/Project Description
- Exhibit B—Method and Rate of Payment
- Exhibit C—Clarity
- Attachment I—Assurance of Compliance with Section 504

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 Four Hundred Fifty Four Thousand Five Hundred Dollars (\$454,500). 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015, through June 30, 2017.

Termination; Availability of Funds

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

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

5. 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.

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

7. 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.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County

the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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.

8. 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.

9. 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.

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:

Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if 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 County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by 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

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

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this

Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the 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 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 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 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 Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Selina Toy-Lee, Director, Collaborative Community Outcomes
Address: 1 Davis Drive – Belmont, CA 94002
Telephone: (650) 508-5120
Facsimile: (650) 631-5771
Email: stoy-lee@smcgov.org

In the case of Contractor, to:

Name/Title: Brian Greenberg, Operations Director
Address: 181 Constitution Drive – Menlo Park, CA 94025
Telephone: (650) 685-5880
Facsimile: (650) 685-5881
Email: bgreenberg@ivsn.org

18. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

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

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

* * *

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

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

INNVISION SHELTER NETWORK

 _____

Contractor's Signature

Date: 6/2/15

(April 1, 2015 CCC issued contract template version)

Exhibit A

Program/Project Description

InnVision Shelter Network (IVSN) Outreach Case Management Services

Measure A Funding FY 2015-16 and FY 2016-17

Provide street-based outreach case management to San Mateo County homeless population residing in the streets in designated cities and locations, in order to address unanticipated needs and successfully engage and transition those populations to receive eligible benefits and move to permanent housing. The services will also include a rapid response outreach component to serve cities not specifically targeted for outreach.

Provide case management in the manner below:

- a) Provide Two (2.0) Full Time Employee (FTE) Outreach Case Managers (OCM) dedicated to serving the homeless population primarily in East Palo Alto, Redwood City, South San Francisco, Pacifica and Half Moon Bay. OCM will conduct street-based outreach, conduct assessments and case planning (housing needs, establishing income and connecting clients to primary care) when appropriate. The goal of outreach is to help clients identify housing strategies, exit homelessness, and increase levels of self-sufficiency.

- b) Provide One (1.0) FTE OCM who will provide rapid response to inquiries from local municipalities and related authorities, regarding homeless issues that arise frequently across the San Mateo County region. This could include triaging homeless encampments, responding to merchants who may be having difficulties with homeless individuals, conducting welfare checks on indigent individuals (in need of emergency services), reaching out to individuals in unsafe areas, and being of service and providing information to homeless families. OCM will provide appropriate referrals and engage the individuals to the highest level possible.

Tasks and Objectives:

- I) Maintain, outreach and engage one hundred (100) cumulative unduplicated clients' cases.

- II) Maintain accurate client records of all clients served, including progress notes, client tracking, and outcome data, and generate monthly comprehensive report.

- III) Meet and connect with homeless clients at least once per week for case management purposes.

- IV) Attend and participate in regular Homeless Outreach Team (HOT) meetings related to implementation of this Contract and provide detailed update reports for each individual in the program.
 - V) Participate in Homeless Connect and other collaborative outreach activities.
- c) Upon execution of the Agreement, Contractor will provide a brief paragraph about the usage of Measure A funding and its goals for their program. This statement would be used for press release.

<u>Performance Measures</u>		
<u>Measures</u>	<u>FY 2015-16</u>	<u>FY 2016-17</u>
Number of Clients Engaged in the Outreach	100	100
Percent of Encountered clients Who Agree to Participate in the Program	90%	90%
Percent of Engaged Clients Move to Emergency, Transitional, Supporting, and Permanent Housing	33%	33%

Exhibit B

Method and Rate of Payments

**InnVision Shelter Network Outreach (IVSN)
Case Management Services**

**Measure A Funding
FY 2015-16 and FY 2016-17**

In full consideration of the services provided by Contractor and pursuant to this Agreement, County shall pay Contractor based on the schedule below and per Fiscal Year:

Contractor's reimbursement of the total allocated funding assigned as direct payment to IVSN shall only be made as the Contractor achieves the performance criteria (goals) of this agreement as follows:

Program Goal	Pay for Performance Goal	Quarterly Reporting Requirement	Payment Terms
HOT Program Initiation	Program set up and expansion to county-wide outreach; review and implementation of program policies.	Narrative to describe program start up activities for ongoing HOT teams and countywide expansion; include contacts made with current and new cities, if applicable.	FY 2015-16: \$45,000 upon execution of contract. FY 2016-17: \$49,500 to be invoiced in July 2016.
HOT Outreach and Engagement Perform outreach and engagement activities to 100 unduplicated chronic and vulnerable street homeless, throughout San Mateo County (with	Approach approximately 25 per quarter, for a total of 100 per year <i>Documentation will be provide monthly and will include truncated names, dates and location</i>	Report the number of new homeless clients who were approached for outreach/ engagement each quarter, by city.	Reimbursement rate will be \$500 per client who are approached and receives outreach and engagement activities. Total payment shall not exceed \$50,000 per year.

Program Goal	Pay for Performance Goal	Quarterly Reporting Requirement	Payment Terms
specific targeted cities receiving additional effort)	<i>of contact.</i>		
<p>HOT Case Management</p> <p>90% percent of the chronic and vulnerable street homeless clients encountered and agree to work with the Outreach Team towards benefits including housing placement for at least 30 days of the first engagement</p>	<p>90 of 100 clients approached per year will agree to work with HOT</p> <p><i>Documentation will be provide monthly and will include truncated names, dates and location of housing.</i></p>	<p>Of the clients who were approached, report the number of homeless clients who agree to work with HOT team for at least 30 days after first engagement, by city.</p>	<p>The reimbursement rate would be at \$1,000 per client engaged.</p> <p>Total payment shall not exceed \$90,000 per year.</p>
<p>Housing Outcome</p> <p>33% of all the engaged individuals move to emergency, transitional, supportive and permanent housing within 90 days.</p>	<p>30 clients</p> <p>(33% of 90 clients engaged)</p>	<p>Report on the total number of HOT clients who move to move to emergency, transitional, supportive and permanent housing within 90 days.</p>	<p>The reimbursement rate will be \$1,000 for each HOT client housed.</p> <p>Total payment shall not exceed \$30,000 per year.</p>
<p>Quarterly Reporting</p>	<p>Timely submission of quarterly reports.</p>	<p>Provide program narrative and data reports for SMC staff to enter into Measure "A" Open Data Portal, by the</p>	<p>The reimbursement rate would be \$1,250 per quarter.</p>

Program Goal	Pay for Performance Goal	Quarterly Reporting Requirement	Payment Terms
		15 th of the month following the end of the quarter.	Total payment shall not exceed \$5,000 per year.
HOT Program Annual Summary and Report	Year End Program Summary-will provide information on the impact the HOT team had on homelessness in the communities served.	Provide year end summary with cumulative annual data.	FY 2015-16: \$5,000 upon receipt and approval of year-end report in July 2016. FY 2016-17: \$5,000 upon receipt and approval of year-end report in July 2017.

All billing shall be certified for payment by County unless the Director of the Human Services Agency, or her/his designee, objects to the adequacy of the services rendered by Contractor or the amount of the billing. County will state the specific nature of its objections to Contractor's services in writing. County will also specify what actions or changes are necessary to make the services 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.

Contractor shall submit invoices within 30 days of the end of the service period and upon reviewing the Contract's performance achievements (noted above) by contract monitor and County, County shall pay the invoices within 20 working days following receipt of invoice and required HOT report. The total amount shall not exceed \$225,000 for the first year of the contract (July 1, 2015– June 30, 2016).

Contractor shall receive \$229,500 for the second year of the agreement (which Includes 2% COLA of \$4,500), and will submit invoices within 30 days of the end of the service month and upon reviewing the contract's performance achievements (noted above) by contract monitor and County, County shall pay the invoices within 20 working days following receipt of invoice and required reports as shown above (for the period of July 1, 2016 – June 30, 2017).

In any event, the total amount of the agreement for the FY 2015-16 and FY 2016-17 shall not exceed \$454,500. For more detail, please refer to the Budget Exhibit.

County may terminate this 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. County reserves the right to withhold payment if County determines that the quantity or quality of the services performed is unacceptable.

Exhibit C
**Clarity Human Services Secure Confidential and Private County System
Usage and Data Sharing for the Core Service Agencies
and Homeless Service Providers**

This Exhibit provides that Core Service Agencies or Homeless Service Providers and their representatives, staff and volunteers will be trained to safeguard the information contained in the SMC secure and private network of Core Service Agencies and Shelters.

It is understood that it is the legal obligation of the organization to provide internal procedures to train staff on the security and confidentiality principles that guard this secure and private network.

It is further understood that this agency and other partner agencies and their representatives will share and protect information in the Clarity system as set forth herein and as required by law.

Background

Core Service Agencies

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

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

Homeless Service Providers

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

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

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

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

Commitment to Data Entry

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

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

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

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

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

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

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

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

Method of Data Transfer

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

Confidentiality of Client Data

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

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

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

To authorize the Parties to this Agreement to share individually-identifiable client information, clients who are entered into the system must sign a Client Consent Form that will be kept with their records in Clarity. However, if a client refuses to sign a release, services will not be denied. The release must let the client know that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system.

Agencies Entering and Accessing Data in Clarity

CORE SERVICE AGENCIES	HOMELESS SERVICE PROVIDERS
<ul style="list-style-type: none"> • Coastside Hope • Daly City Community Services Center • Fair Oaks Community Center • Puente de la Costa Sur • Tides/Pacifica Resource Center • Samaritan House • El Concilio of San Mateo County • YMCA Community Resource Center 	<ul style="list-style-type: none"> • San Mateo County Human Services Agency • San Mateo County Department of Housing • San Mateo County Health Services Agency, Behavioral Health And Recovery Services • Homeless Veterans Emergency Housing for Families (HVEHF) • Home And Hope • Housing Authority Of the County Of

	<p>San Mateo</p> <ul style="list-style-type: none"> • InnVision Shelter Network • Mental Health Association Of San Mateo County • Next Step Center • Project WeHope • Samaritan House • Service League Of San Mateo County
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System Costs

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

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

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

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

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

User Support

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

If a new program is introduced by County and County contracts with the Core Service Agencies and Homeless Service Providers to provide additional services, that program,

its eligibility criteria and performance reporting will be added to the Clarity system by filing a Change Request and submitting that to the HSA Service Desk.

Contractor/Service Provider Agreement

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

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

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

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

ATTACHMENT I

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

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

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

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

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

Name of 504 Person: Brian Greenberg, Ph.D.

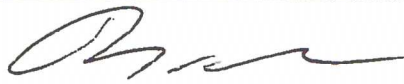
Name of Contractor(s): InnVision Shelter Network

Street Address or P.O. Box: 181 Constitution Drive

City, State, Zip Code: Menlo Park, Ca. 94025

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

Signature:



Title of Authorized Official:

CEO

Date:

6/2/15

*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."

County of San Mateo ~ Insurance Certification Questionnaire

Contractor Name: InnVision Shelter Network **Contractor Number:**
Date this Form Was Completed: May 29, 2015
Name of Person Completing Form: Janice Jumper

- | | | |
|--|--|--|
| 1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance?
<i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i> | <input checked="" type="checkbox"/>
YES | <input type="checkbox"/>
NO* |
| 2. Does the contractor travel by car to provide contract services? | <input type="checkbox"/>
YES | <input checked="" type="checkbox"/> NO |
| a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance? | <input type="checkbox"/>
YES | <input type="checkbox"/>
NO* |
| 3. Does the contractor have 2 or more employees? | <input checked="" type="checkbox"/>
YES | <input type="checkbox"/>
NO |
| a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance? | <input checked="" type="checkbox"/>
YES | <input type="checkbox"/>
NO* |
| 4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)? | <input type="checkbox"/>
YES | <input checked="" type="checkbox"/> NO |
| a) If yes, does the contractor carry professional liability insurance? | <input type="checkbox"/>
YES | <input type="checkbox"/>
NO* |
| 5. Did you make any changes to the Hold Harmless clause in the contract template? | <input type="checkbox"/>
YES | <input checked="" type="checkbox"/> NO |
| a) If yes, did Risk Management and County Counsel approve changes to the contract template? | <input type="checkbox"/>
YES | <input type="checkbox"/>
NO* |
| 6. Is San Mateo County named as the certificate holder / additional insured? | <input checked="" type="checkbox"/>
YES | <input type="checkbox"/>
NO* |

If "No*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

COMMENTS:

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		CONTACT NAME: PHONE (A/C, No, Ext): 415-391-2141 E-MAIL ADDRESS: FAX (A/C, No): 415-989-9923	
INSURED InnVision Shelter Network 181 Constitution Drive Menlo Park CA 94025		INSURER(S) AFFORDING COVERAGE INSURER A : Nonprofits' Insurance Alliance of C INSURER B : Cypress Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	
INNVSHE-01		NAIC # 10855	

COVERAGES CERTIFICATE NUMBER: 967933184 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		201401344NP0	7/1/2014	7/1/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$20,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			201401344NP0	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			201401344UMBNP0	7/1/2014	7/1/2015	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3300066678141	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: The Opportunity Center of the Midpeninsula, 300 Encina Avenue, Palo Alto, CA 94301. County of San Mateo, Housing & Community Development is named as Additional Insured on the General Liability policy.

CERTIFICATE HOLDER County of San Mateo Housing & Community Develop., Attn: Alit Shirkhani 262 Harbor Blvd., Bldg. A Belmont, CA 94002	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
County of San Mateo Housing & Community Develop., Attn: Alit Shirkhani 262 Harbor Blvd., Bldg. A Belmont, CA 94002
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.