

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2015, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Ford Street Project, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Supportive Housing Program; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Lower Tier Covered Transactions
Attachment 1	Invoice and Spreadsheet

The term of this Agreement shall be from September 1, 2015 through August 31, 2016.

The compensation payable to CONTRACTOR hereunder shall not exceed Ninety Six Thousand Seven Hundred Twenty Four Dollars (\$96,724) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

**COUNTY OF MENDOCINO  
HEALTH AND HUMAN SERVICES AGENCY:**

By: \_\_\_\_\_  
STACEY CRYER, HHSA Director

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

Budgeted: ☒ Yes ☐ No

Budget Unit: 0433

Line Item: 86-2189

Org/Object: UY862189

Grant: ☒ Yes ☐ No

Grant No.: CA0236L9T091406

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
CARRE BROWN, Chair  
BOARD OF SUPERVISORS

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

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

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

I hereby certify that according to the provisions of  
Government Code Section 25103, delivery of this  
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

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

**INSURANCE REVIEW:**

By: \_\_\_\_\_  
ALAN D. FLORA, Risk Manager

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

**CONTRACTOR/COMPANY NAME**

By: \_\_\_\_\_  
Signature

Printed Name: Jacqueline Williams

Title: Executive Director

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

**NAME AND ADDRESS OF CONTRACTOR:**

Ford Street Project

139 Ford Street

Ukiah, CA 95482

Phone: 707-462-1934

E-mail: Jacque@fordstreet.org

By signing above, signatory warrants and  
represents that he/she executed this Agreement  
in his/her authorized capacity and that by  
his/her signature on this Agreement, he/she or  
the entity upon behalf of which he/she acted,  
executed this Agreement.

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

DOUGLAS L. LOSAK, Interim County Counsel

By: \_\_\_\_\_  
Deputy

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

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By: \_\_\_\_\_  
CARMEL J. ANGELO, Chief Executive Officer

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

**FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO/Fiscal

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

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

**Exception to Bid Process Required/Completed** ☒ 16-11

## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address

of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
- 8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY:                      HHSA Adult and Aging Services  
   P.O. Box 839  
   Ukiah, CA 95482  
   Attn: Debbie Worra

To CONTRACTOR:              Ford Street Project  
   139 Ford Street  
   Ukiah, CA 95482  
   Attn: Jacqueline Williams

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed

effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. **USE OF COUNTY PROPERTY:** CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
  - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of

the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR

shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit "B" hereto, provided that the maximum amount payable to CONTRACTOR for its services as defined in Exhibit "A" shall not exceed \$96,724 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity

releases or otherwise without securing the prior written consent of COUNTY in each instance.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.

- c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
- 30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
- 31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
- 32. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
  - a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
  - b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
  - c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.



**EXHIBIT A**  
**DEFINITION OF SERVICES**

**Supportive Housing Program (SHP)**  
**Seamless Transition Empowerment Program (STEP)**

The CONTRACTOR shall provide:

**I. OVERVIEW**

Ford Street Project (FSP) is responsible for providing the substance abuse component of the Supportive Housing Program (SHP) Seamless Transition Empowerment Program (STEP) in Ukiah. Operations will be in accordance with Department of Housing and Urban Development (HUD) SHP policies and in coordination with the local Mendocino County Homeless Services Continuum of Care (CoC).

**II. PROGRAM GOALS**

- A. Substance abuse services will be operated in accordance and collaboration with the SHP STEP Program Goals that follow:
  - 1. Persons (total persons) exiting to permanent housing (subsidized or unsubsidized) during the operating year:  
Goal: 63 of 315 (total persons) = 20%
  - 2. Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit:  
Goal: 45 of 180 (adults) = 25%
  - 3. Persons age 18 through 61 who maintained or increased their earned income at program exit:  
Goal: 34 of 180 (adults) = 19%
  - 4. Persons (total persons) exiting to transitional housing at program exit  
Goal: 16 of 315 (total persons) = 5%
- B. Ford Street Project will cooperate and provide information to the extent necessary to quantify client outcome toward these goals.

**III. DRUG AND ALCOHOL PROGRAM**

- A. Develop and manage an outpatient substance abuse treatment program to objectively determine:
  - 1. Presence of substance abuse and/or addiction
  - 2. Secure a verification of disability when appropriate
- B. Administer an Assessment Severity Index (ASI) to objectively determine presence of substance abuse and/or addiction
- C. Write an appropriate, individualized substance use disorder treatment plan that includes an array of ancillary services, for STEP participants found to need treatment, in consultation with:
  - 1. County Substance Use Disorder Treatment (SUDT)
  - 2. FSP General Assistance treatment program
  - 3. HHSA Behavioral Health and Recovery Services (BHRS)

**EXHIBIT A**, page 2  
**DEFINITION OF SERVICES**

**IV. HOMELESS SERVICES**

**A. Resource Center**

1. Maintain and operate SHP/STEP Resource Center for the homeless in Ukiah to provide
  - a. Delivery and distribution of mail
  - b. Local phone call access
  - c. Other amenities needed by the homeless
2. Manage the SHP/STEP program for:
  - a. Homeless families with children under the age of 18 years
  - b. Homeless disabled adults 18 years of age and over
3. Step 1: Intake Screening
  - a. Intake
    - i. Provide Step 1 intake for every homeless parent/adult entering the building requesting assistance:
      - a) In ClientTrack data base system use the “CoC Intake” Workflow 13 universal data elements and program assessments
    - ii. Provide participants with information and referrals to resources such as food, shelter, clothing and other emergency needs
    - iii. For those those applicants meeting the SHP STEP eligibility requirements:
      - a) Develop an individualized Self-Sufficiency Plan
      - b) Secure a signed Compliance Agreement
      - c) Once the participant has signed the Self-Sufficiency Plan and Compliance Agreement, he/she enters Step 2 of the STEP program
  - b. Step 2: Screening
    - i. Refer SHP/ STEP participants for an SHP-SUDT Assessment with the designated SHP substance abuse counselor at Ford Street Project (FSP) or Substance Use Disorder Treatment (SUDT):
      - a) If participant self-discloses substance abuse issues
      - b) If test results indicate that the participant has had issues with substance abuse in the past 12 months, they must complete the SHP-SUDT out-patient or another SUDT treatment program
      - c) If test results indicate that the participant has not had active substance abuse issues in the past 12 months, no further service will be required

**B. All STEP participants who screen positive for mental illness should be referred to Mendocino County Behavioral Health and Recovery Services or a behavioral health clinic for:**

1. Assessment
  2. Verification of disability
- If appropriate:
3. Therapeutic services
  4. Medications

**C. SHP STEP staff will monitor the progress of all STEP participants engaged in treatment and other services for behavioral health problems**

**EXHIBIT A, page 3**  
**DEFINITION OF SERVICES**

- D. Authorize and Provide Life Skills Training
  - 1. Provide a program of Life Skills training as part of the SHP STEP program
  - 2. Life skill classes will include, but not be limited to:
    - a. Money management/budgeting
    - b. Household management
    - c. Tenant responsibilities
- E. Submit all life skills curricula for review and input to:
  - 1. Mendocino County Health & Human Services Agency, Social Services (HHSA)
  - 2. Coordinate with FSP, Mendocino Coast Hospitality Center (MCHC) and other agencies of the Mendocino County Homeless Services Continuum of Care Governing Board to finalize and deliver the SHP Life Skills Program

**V. COORDINATE WITH OTHER AGENCIES**

- A. Collaborate with MCHC to coordinate CoC services to SHP/ STEP participants in the inland and coastal regions of the county
- B. Participate with the Mendocino County Homeless Services Continuum of Care Governing Board in the review of existing and the development of new policies and procedures for all services and supportive housing within the CoC
- C. Facilitate necessary communication between CoC providers in the provision of SHP and mainstream services to STEP participants
- D. Provide guidance and leadership within the CoC system:
  - 1. Maintain a consistent interagency case conferencing system that streamlines services for SHP participants with particular attention given to:
    - a. Collaborative assessments
    - b. Case planning and coordination
    - c. Integration of treatment
    - d. Housing self-sufficiency plans
    - e. Other support services
  - 2. Partnership agencies in the local CoC include but are not limited to:
    - a. Ford Street Program
    - b. Project Sanctuary
    - c. Mendocino Health & Human Services Agency
      - i. Substance Use Disorder Treatment
      - ii. Behavioral Health and Recovery Services
      - iii. Mendocino County Homeless Services Continuum of Care (MCHS CoC)
      - iv. CalWORKS
      - v. Veterans Services
    - d. Mendocino Coast Hospitality Center
    - e. Community Development Commission
    - f. Vocational Rehabilitation Services
    - g. Disability Services and Legal Center
    - h. Willits Community Services
    - i. Plowshares

**EXHIBIT A, page 4**  
**DEFINITION OF SERVICES**

3. Participate in the MCHS CoC during the full term of the contract and provide regular status reports to this group on the progress of the STEP Program
4. For the duration of the grant participate in:
  - a. All associated trainings
  - b. Local Homeless Management Information System (HMIS)

**VI. STAFFING**

- A. Part-time Drug and Alcohol Counselor to provide outpatient substance abuse treatment program services
- B. Case Manager to provide direct services to clients of homeless resource centers SHP/ STEP program

**VII. PROGRAM REPORTING**

- A. Utilize the Homeless Management Information System (HMIS) ClientTrack “CoC Intake Workflow” and the “CoC Exit Workflow” for all SHP clients to capture the HUD-required Universal Data Elements and Program Descriptors based on the current HMIS Data Standards
- B. Provide quarterly ClientTrack reports in preparation for the HUD Annual Progress Report (APR)
- C. Provide ClientTrack additional reports as requested by HHSA staff to fulfill obligations of HUD reporting

**VIII. OTHER OBLIGATIONS**

- A. Work with HHSA to ensure there is at least a twenty-five percent (25%) cash match for all grant funds, except for leasing funds, of the SHP STEP budget.
- B. For the duration of the SHP STEP grant, participate in:
  1. Homeless Services Planning Group
  2. All associated CoC trainings
  3. Local Homeless Management Information System
- C. The following activities require communication in writing with HHSA staff and the local HUD field office:
  1. Grantee or Project Sponsor address change
  2. Key personnel changes
  3. Grantee or Project Sponsor name change
  4. Change to the grant (requiring an amendment and prior approval)
  5. Significant staff or board of director change
- D. Financial Management Tools
  1. HUD Grant recipients are required to follow cost principals as set forth in Office of Management and Budget (OMB) Circulars A-122, A-133, and in 24 CFR Part 84. They must also have a functioning accounting system in accordance with generally accepted accounting principles. HUD encourages funding recipients to become familiar with the relevant OMB Circulars and regulations regarding financial management

**EXHIBIT A, page 5**  
**DEFINITION OF SERVICES**

- a. OMB and CFR documents can be accessed through [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars), Applicable Federal Requirements for Financial Management, Non-Profit Organizations
2. Attend all financial management trainings sponsored and provided by HUD related to grant

[END OF DEFINITION OF SERVICES]

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**EXHIBIT B**  
**PAYMENT TERMS**

COUNTY will pay CONTRACTOR any combination of fees shown below per the following:

- I. For satisfactory provision of services as defined in Exhibit A
- II. Services furnished under this Agreement must be made in accordance with the unit cost basis stipulated herein:
  - A. Neither expenditure nor obligation shall be incurred in excess of the authorized unit cost
  - B. Not to exceed the number of units stipulated in this Agreement
  - C. Any such unauthorized expenditure shall be borne by the CONTRACTOR

Description	HUD Funds	25% Match Funds	Maximum Funds
<b>ADMINISTRATION</b>	<b>\$ 2,303</b>	<b>\$ 576</b>	<b>\$ 2,303</b>
<b>SUPPORT SERVICES</b>	<b>\$ 94,421</b>	<b>\$23,605</b>	<b>\$ 94,421</b>
Drug & Alcohol Counselor	\$24,307		
Case Manager	\$70,114		
<b>Totals</b>	<b>\$ 96,724</b>	<b>\$24,181</b>	<b>\$ 96,724</b>

- III. Submission of claims and reports using the Health & Human Services Agency-provided electronic invoice; facsimile provided herein (Attachment 1) must be:
  - A. By the twentieth day of the following month for all services provided to clients in the previous month
    - 1. Invoices submitted 90 days after the service is provided must be accompanied by a letter to the County Executive Office explaining the reason for the lateness
      - a. County Administrator will determine whether to approve or disapprove payment of invoice
      - b. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement
  - B. Invoices are to be sent to:

HHSA Adult and Aging Services  
PO Box 839  
Ukiah, CA 95482  
Attn: Debbie Worra

- IV. This is a one-time project and CONTRACTOR should make no assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

**2015-2016 FORD STREET PROJECT SHP/STEP AGREEMENT**

Payments for this Agreement shall not exceed Ninety-Six Thousand, Seven Hundred Twenty-Four Dollars (\$96,724) for the term of this Agreement.

[END OF PAYMENT TERMS]

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## EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D  
**CONTRACTOR ASSURANCE OF COMPLIANCE WITH**  
THE MENDOCINO COUNTY  
HEALTH & HUMAN SERVICES AGENCY

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

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NAME OF CONTRACTOR: Ford Street Project

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

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Date  
139 Ford Street, Ukiah, CA 95482  
Address of CONTRACTOR

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CONTRACTOR Signature

## Appendix A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Jacqueline Williams  
\_\_\_\_\_  
(Type Name)

Executive Director  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

Ford Street Project  
\_\_\_\_\_  
(Organization Name)

139 Ford Street  
Ukiah, CA 95482  
\_\_\_\_\_  
(Organization Address)

\_\_\_\_\_  
(Date)

# ATTACHMENT 1

INVOICE			
FORD STREET PROJECT - VENDOR #0979759			
<b>FORD STREET PROJECT</b> <b>139 FORD STREET</b> <b>UKIAH, CA 95482</b>		Remit Invoice to: Debbie Worra, Senior Program Specialist Mendocino County Social Services P.O. Box 839, Ukiah, CA 95482 707 463-7842 <a href="mailto:worrad@co.mendocino.ca.us">worrad@co.mendocino.ca.us</a>	
Invoice for the Month of <div style="background-color: yellow; width: 150px; height: 20px;"></div>		<b>Total Amount of Invoice</b>	
<b>Spreadsheet Required with Monthly Invoice</b>		<b>Report Required</b>	<b>Contract Number Budget Code Account String</b>
<b>SHP/STEP</b> Contract Rate: \$96,724. Payable: Monthly As Expensed		STEP	BOS # _____ 0433 UY 862189 9/1/15-8/31/16
		<b>INVOICE TOTAL</b>	
I Hereby Certify The Services Described Above Have Been Performed and No Prior Claim Has Been Presented for Said Services.		I Hereby Certify The Services Described Above Were Necessary for Use By the Department	
Jacqueline Williams, Executive Director Ford Street Project	Date	Bekkie Emery, Deputy Director Adult & Aging Services	Date

## ATTACHMENT 1, page 2

FORD STREET PROJECT	Annual Contract Amount	Ave Monthly Payment	** Annual Cash Match	September 2015		October 2015		November 2015		December 2015		January 2016		February 2016		March 2016		April 2016		May 2016		June 2016		July 2016		August 2016		Invoiced to Date	Balance Remaining
SHP/STEP 2014-15				Claim	Match	Claim	Match	Claim	Match	Claim	Match	Claim	Match	Claim	Match	Claim	Match	Claim	Match	Claim	Match	Claim	Match	Claim	Match	Claim	Match		
SUPPORTIVE SERVICES																													
Drug & Alcohol Counselor		\$0.00																										\$0.00	\$0.00
Case Manager		\$0.00																										\$0.00	\$0.00
Total Supportive Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADMINISTRATION																												\$0.00	\$0.00
Total SHP/STEP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00