

## **RESOLUTION NO. 2011-606**

Adopted by the Sacramento City Council

November 1, 2011

### **APPROVING BUDGET AMENDMENT AND CONTRACT WITH SACRAMENTO STEPS FORWARD FOR 2011-2012 WINTER SHELTER PROGRAM**

#### **BACKGROUND**

- A. Over the past several years, the County's Department of Human Assistance (DHA) funding for winter shelter expansion has diminished requiring alternative approaches to providing additional shelter capacity in the winter months.
- B. On December 14, 2010, the City Council adopted the conceptual plan to create a new public-private structure to oversee homeless programs with the goal of ending homelessness.
- C. Sacramento Steps Forward (SSF), a nonprofit corporation, was incorporated on February 9, 2011.
- D. On March 22, 2011, the City Council adopted Resolution 2011-172 endorsing SSF as the new entity to administer programs to end homelessness throughout the County of Sacramento.
- E. During the transition to the nonprofit/JPA structure public funding is needed in order to provide shelter during the 2011-2012 winter months.
- F. The County of Sacramento has committed \$150,000 to SSF for the 2011-2012 Winter Shelter voucher program. Receiving potential grants and other donations in the amount of \$243,000 are in process.
- G. City funding of the shelter program is consistent with the City Council's goal of ending homelessness.
- H. General Funds for the agreement with SSF have been identified as the result of the City's ongoing efforts to review existing capital improvement projects and return excess funds to the fund of origin.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager is authorized to enter into the Winter Homeless Shelter Program Agreement (Exhibit 1) with Sacramento Steps Forward (SSF) to manage the 2011-2012 Winter Shelter motel/hotel voucher program.

Section 2. The City Manager is authorized to transfer \$100,000 from the CIP Closure account (850010) in Non-Department for the SSF Winter Homeless Shelter Program Agreement.

**Table of Contents:**

Exhibit 1: Winter Homeless Shelter Program Agreement

Adopted by the City of Sacramento City Council on November 1, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy.

Noes: None.

Abstain: None.

Absent: Mayor Johnson.

  
Bonnie Pannell, Vice-Mayor

Attest:

  
Shirley Concolino, City Clerk

**AGREEMENT FOR  
FY 2012 WINTER HOMELESS SHELTER PROGRAM**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2011, ("Effective Date") by and between the **CITY OF SACRAMENTO**, a municipal corporation, hereinafter referred to as "**CITY**," and the **SACRAMENTO STEPS FORWARD**, a non-profit corporation, hereinafter referred to as "**CONTRACTOR**".

**RECITALS**

**WHEREAS, CONTRACTOR** is a non-profit entity formed to assist public agencies and faith-based communities in providing temporary housing and other services to the homeless population in Sacramento County;

**WHEREAS**, due to limited revenues, the County of Sacramento (County) is unable to fully fund the winter homeless shelter program, which had provided temporary shelter for persons who are homeless during the winter months when cold weather conditions makes it difficult, and in some instances a health hazard, to sleep outside, in cars, or other places where homeless congregate in the evening;

**WHEREAS, CITY** has identified some surplus funding from a capital improvement project account and the City Council desires to appropriate those funds for a motel voucher program to assist homeless seniors, families with children, and the disabled to obtain proper shelter during inclement weather in collaboration with **CONTRACTOR**;

**WHEREAS**, the Sacramento Housing and Redevelopment Agency (SHRA) contracted with the Sacramento Area Housing Center (SAHC) to oversee a similar motel voucher program during the past winter, and **CONTRACTOR** intends to subcontract with SAHC to manage the motel voucher program funded under this Agreement, along with funding which may be provided by the County, SHRA and other public and private entities to increase the number of homeless persons who may be served by temporary housing in motels or other types of shelters during the winter months;

**WHEREAS, CITY** and **CONTRACTOR** are working with the County and SHRA to establish arrangements to transfer oversight of homeless programs to **CONTRACTOR** and the parties desire that **CITY** funding for the motel voucher program be a one-time allocation during this transition period;

**WHEREAS, CITY** and **CONTRACTOR** desire to enter into this Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, **CITY** and **CONTRACTOR** agree as follows:

**AGREEMENT**

**I. SCOPE OF SERVICES**

**CONTRACTOR** shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

The term of this Agreement shall commence on the Effective Date and shall remain in effect until April 30, 2012, unless sooner terminated pursuant to the provisions of Paragraph **XIX**. Paragraph **XXII** provides no renewal of this Agreement.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

**TO CITY**

Jim Combs  
Director of Parks & Recreation  
City of Sacramento  
915 I Street, 5<sup>th</sup> Floor  
Sacramento CA 95814  
(916) 808-8256

**TO CONTRACTOR**

Ben Burton  
Executive Director  
Sacramento Steps Forward  
1331 Garden Highway, Suite 100  
Sacramento, CA 95833  
(916) 577-9770

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

**CONTRACTOR** shall observe and comply with all applicable Federal, State, and local laws, regulations and ordinances.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES AND PERMITS**

**CONTRACTOR** shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, the City and County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by **CONTRACTOR**. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by **CITY**.

**VII. PERFORMANCE STANDARDS**

**CONTRACTOR** shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to **CONTRACTOR'S** services. It is agreed by the parties that **CONTRACTOR**, in the performance of services hereunder, is subject to the control or direction of **CITY** as to the designation and scheduling of tasks to be performed, but not as to the means and methods for accomplishing tasks. **CONTRACTOR** shall retain full responsibility and authority to direct and control the activities of **CONTRACTOR** staff and any subcontractors hired by **CONTRACTOR** to perform services for this Agreement.

**VIII. STATUS OF CONTRACTOR**

- A. It is understood and agreed that **CONTRACTOR** (including its employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. **CONTRACTOR'S** assigned personnel shall only be entitled to any benefits payable to employees of **CONTRACTOR**. **CONTRACTOR** is required to make any deductions or withholdings from the compensation payable to **CONTRACTOR** under the provisions of this agreement
- B. If, in the performance of this agreement, subcontractors and any third persons are employed by **CONTRACTOR**, such person shall be entirely and exclusively under the direction, supervision, and control of **CONTRACTOR**. All terms of employment, including hours, working conditions, discipline, or any other terms of employment or requirements of law, shall be determined by **CONTRACTOR** and shall have authority over such persons or the terms of such employment.

**IX. CONFLICT OF INTEREST**

**CONTRACTOR** officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**X. INDEMNIFICATION**

- A. **CITY** shall indemnify, defend, and hold harmless **CONTRACTOR**, its officers, directors, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this agreement, to the extent caused in whole or in part by any negligent or intentional act or omission of **CITY**, its officers, directors, agents, employees, subcontractors, volunteers or anyone directly or indirectly acting on behalf of **CITY**.
- B. **CONTRACTOR** shall defend, indemnify and hold harmless **CITY**, its officers, directors, agents, employees and volunteers from any and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the agreement caused in whole or in part by the negligent or the intentional acts or omissions of **CONTRACTOR'S** officers, directors, agents, employees, subcontractors or volunteers or anyone directly or indirectly acting on behalf of **CONTRACTOR**.
- C. It is the intention of **CONTRACTOR** and **CITY** that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, and volunteers. It is also the intention of **CONTRACTOR** and **CITY** that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, and volunteers.

**XI. INSURANCE**

**CONTRACTOR** shall maintain comprehensive general liability and workers compensation insurance coverage for its operations. If **CONTRACTOR** hires Sacramento Area Housing Center or another third party to perform services under this Agreement to manage the motel voucher program, **CONTRACTOR** shall insure that such entity also maintains at a minimum \$1 million in general liability coverage and worker compensation insurance, and shall require such party to name **CITY** as an additional insured on any general liability and auto insurance policies maintained by such party before performing services under this Agreement.

**XII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Payment Amount set forth in Exhibit B. Total Maximum Payment under this contract shall not exceed

\$100,000. It is understood and agreed that this total is the maximum and that **CITY** will only pay for services actually rendered.

- B. **CONTRACTOR** shall submit monthly invoices on the forms and in accordance with the procedures mutually agreed upon by **CITY** and **CONTRACTOR**. Invoices shall be submitted to **CITY** no later than the fifteenth (15<sup>th</sup>) day of the month following the invoice period, and **CITY** shall pay **CONTRACTOR** within thirty (30) days after receipt of an appropriate and correct invoice.
- C. **CONTRACTOR** operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year.
- D. **CONTRACTOR** shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

### **XIII. SUBCONTRACTS, ASSIGNMENT**

- A. **CONTRACTOR** may subcontract with Sacramento Area Housing Center to manage the services under this Agreement in accordance with the provisions set out in Exhibit A. **CONTRACTOR** shall obtain prior written approval from **CITY** before subcontracting with any other person or entity to provide any of the services delivered under this Agreement. **CONTRACTOR** remains legally responsible for the performance of all Agreement terms, including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement.
- B. **CONTRACTOR** shall indemnify and hold harmless **CITY** from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or arising out of services performed for **CONTRACTOR** with **CITY** funds as provided for under this Agreement.
- C. This Agreement is not assignable by **CONTRACTOR** in whole or in part, without the prior written consent of **CITY**.

### **XIV. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this

Agreement shall be binding upon **CITY** unless agreed in writing by the parties set out in Paragraph III.

**XV. SUCCESSORS**

This Agreement shall bind the successors of **CITY** and **CONTRACTOR** in the same manner as if they were expressly named.

**XVI. TIME**

Time is of the essence of this Agreement.

**XVII. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XVIII. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

**XIX. TERMINATION**

- A. **CITY** or **CONTRACTOR** may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
- B. If this Agreement is terminated under paragraph A, **CITY** shall only pay for any services completed and provided prior to notice of termination, and any subcontractor cancellation charges. In the event of termination under paragraph A, **CONTRACTOR** shall be paid for its administration cost an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of **CONTRACTOR** covered by this Agreement, less payments of compensation made, but not to exceed the rates specified in Exhibit B.
- C. **CONTRACTOR** shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that **CONTRACTOR** can legally cancel.

**XX. AUDITS AND RECORDS**

Upon CITY'S request, CITY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as CITY deems necessary to determine CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon CITY'S request at CITY'S expense.

**XXI. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between CITY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between CITY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**XXII. RENEWAL**

None.

**XXIII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

**XXIV. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**XXV. ADDITIONAL PROVISIONS**

The additional provisions contained in Exhibits A and B are attached hereto are part of this agreement and are incorporated herein by reference.

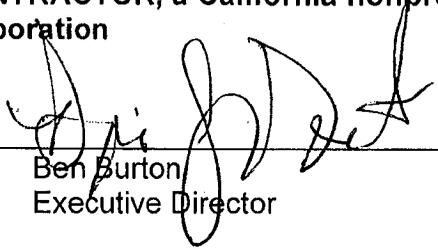
[remainder of page left blank]

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

**CITY OF SACRAMENTO, a  
municipal corporation**

**CONTRACTOR, a California nonprofit  
corporation**

By: \_\_\_\_\_  
Leyne Milstein  
Finance Director

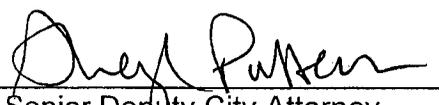
By:   
Ben Burton  
Executive Director

For: John F. Shirey, City Manager

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

Date: 10/21/11

APPROVED AS TO FORM:

By:   
Senior Deputy City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

## EXHIBIT A

### SCOPE OF SERVICES FY 2012 WINTER HOMELESS SHELTER PROGRAM

**CONTRACTOR** shall manage a Motel Voucher Program which is comprised of the following elements and eligibility requirements:

#### Target Population

The Motel Voucher Program is intended to serve individuals and families who are unable to access emergency shelters due to family configuration or other conditions and to serve as an 'overflow' when emergency shelters within Sacramento County are at capacity. Motel Voucher Program participants must be able to live with little supervision within the standard of conduct and obtain meals and other necessities of daily living. Populations that are prioritized to receive motel vouchers are:

- Elderly individuals over age 60 years, or households with an elderly individual;
- Families with children who cannot access emergency shelter due to family configuration (for example, a father and child, a mother with a male child 14 years old or older, or couples with children);
- Referrals from County emergency shelters of clients that are appropriate but not able to stay in a shelter, due to a contagious illness, medical fragility, or a disability; and
- Referrals from County-funded emergency shelters if there are no beds available within the emergency shelter system.

#### Intake Process

Contractor shall work with the County-funded emergency shelters to coordinate appropriate client referrals.

Referrals may also be accepted from staff at Francis House, Mary House and Loaves and Fishes. Contractor shall work with referral sources to ensure appropriate referrals consistent with the target population

Referrals will also be accepted from 2-1-1 Sacramento, when bed reservation is operational.

#### Standard of Conduct

Motel Voucher Program participants will be expected to sign and adhere to a code of conduct, incorporated into this scope of services. Contractor shall work with clients to ensure understanding and to promote adherence to such standards. Clients who do violate the code shall be terminated from the program. Contractor shall inform clients of the grievance procedure if terminated.

Contractor shall be available to motel/hotel staff 24 hours a day for situations that may arise and shall check in on a weekly basis with motel/hotel management to resolve

potential issues. In addition, Contractor shall meet with clients onsite at least monthly and shall offer to meet offsite at least monthly to discuss community services and referrals.

Contractor shall utilize the established "Incident Report" Policy and Procedures (as developed by the County Department of Human Assistance) to report serious incidents which occur at the accommodation and which may have legal, financial, operational, and/or political impact.

#### Length of Stay

The maximum length of stay shall not exceed a period of one month, unless extenuating circumstances exist or if program demand is so low that there is no waiting list. Such conditions shall be documented by the Contractor. To encourage a rapid transition to housing, Contractor shall work with other homeless service providers to assess clients for eligible services.

#### Motel/Hotel Standards

Contractor shall house clients in motel/hotel accommodations which are in a habitable condition. Accommodations shall be disbursed throughout the County. Contractor shall seek accommodations that offer reasonable rates. No more than 15 rooms shall be rented from a single accommodation. The Contractor shall obtain written approve in advance for all accommodation locations and rates.

#### HMIS, Reporting and Monitoring

Contractor shall work with the Department of Human Assistance to enter client data into the County's HMIS system. Contractor shall report monthly in an acceptable format the following data elements:

##### Client Data element:

- Number of households served within month
- Number of individuals within households
- Demographic information, such as age, ethnicity, and sex;
- Length of stay;
- Income; and
- Destination after exit;

##### Program Data element:

- Referrals by source;
- Average number of units rented;
- Total non-duplicated households served to date
- Average length of stay

Additional data elements may be developed in consultation with Contractor.

## EXHIBIT B

### COMPENSATION FY 2012 WINTER HOMELESS SHELTER PROGRAM

CITY will pay CONTRACTOR an amount not to exceed \$100,000 for the services rendered during the contract term. Eligible costs are as follows:

1. CONTRACTOR's administration costs to oversee subcontractor and manage program, including making payments to motels/hotels for vouchers, not to exceed 5% of the total compensation.
2. Subcontractor's administration costs to manage program, including the intake process, issuing vouchers, coordination with motels/hotels, and preparing data reports, not to exceed 9.5% of the total compensation.
3. Actual costs to reimburse motels/hotels for vouchers used by program clients, not to exceed the total compensation after deductions for CONTRACTOR's and subcontractor's administration costs.

**AGREEMENT FOR  
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**RECITALS**

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- C. This Agreement is not assignable by **CONTRACTOR** in whole or in part, without the prior written consent of **CITY**.

### **XIV. AMENDMENT AND WAIVER**

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Agreement shall be binding upon **CITY** unless agreed in writing by the parties set out in Paragraph III.

**XV. SUCCESSORS**

This Agreement shall bind the successors of **CITY** and **CONTRACTOR** in the same manner as if they were expressly named.

**XVI. TIME**

Time is of the essence of this Agreement.

**XVII. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XVIII. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

**XIX. TERMINATION**

- A. **CITY** or **CONTRACTOR** may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
- B. If this Agreement is terminated under paragraph A, **CITY** shall only pay for any services completed and provided prior to notice of termination, and any subcontractor cancellation charges. In the event of termination under paragraph A, **CONTRACTOR** shall be paid for its administration cost an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of **CONTRACTOR** covered by this Agreement, less payments of compensation made, but not to exceed the rates specified in Exhibit B.
- C. **CONTRACTOR** shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that **CONTRACTOR** can legally cancel.

**XX. AUDITS AND RECORDS**

Upon **CITY'S** request, **CITY** or its designee shall have the right at reasonable times and intervals to audit, at **CONTRACTOR'S** premises, **CONTRACTOR'S** financial and program records as **CITY** deems necessary to determine **CONTRACTOR'S** compliance with legal and contractual requirements and the correctness of claims submitted by **CONTRACTOR**. **CONTRACTOR** shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon **CITY'S** request at **CITY'S** expense.

**XXI. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between **CITY** and **CONTRACTOR** regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between **CITY** and **CONTRACTOR** regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**XXII. RENEWAL**

None.

**XXIII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

**XXIV. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**XXV. ADDITIONAL PROVISIONS**

The additional provisions contained in Exhibits A and B are attached hereto are part of this agreement and are incorporated herein by reference.

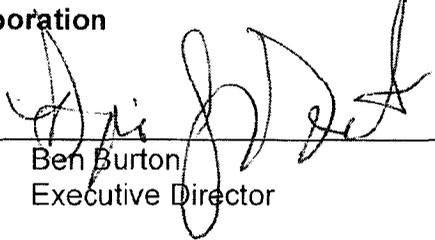
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**CITY OF SACRAMENTO, a  
municipal corporation**

**CONTRACTOR, a California nonprofit  
corporation**

By: \_\_\_\_\_  
Jim Combs  
Parks and Recreation Director

By:   
Ben Burton  
Executive Director

For: John F. Shirey, City Manager

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

Date: 10/21/11

APPROVED AS TO FORM:

By:   
Senior Deputy City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

## EXHIBIT A

### SCOPE OF SERVICES FY 2012 WINTER HOMELESS SHELTER PROGRAM

**CONTRACTOR** shall manage a Motel Voucher Program which is comprised of the following elements and eligibility requirements:

#### Target Population

The Motel Voucher Program is intended to serve individuals and families who are unable to access emergency shelters due to family configuration or other conditions and to serve as an 'overflow' when emergency shelters within Sacramento County are at capacity. Motel Voucher Program participants must be able to live with little supervision within the standard of conduct and obtain meals and other necessities of daily living. Populations that are prioritized to receive motel vouchers are:

- Elderly individuals over age 60 years, or households with an elderly individual;
- Families with children who cannot access emergency shelter due to family configuration (for example, a father and child, a mother with a male child 14 years old or older, or couples with children);
- Referrals from County emergency shelters of clients that are appropriate but not able to stay in a shelter, due to a contagious illness, medical fragility, or a disability; and
- Referrals from County-funded emergency shelters if there are no beds available within the emergency shelter system.

#### Intake Process

Contractor shall work with the County-funded emergency shelters to coordinate appropriate client referrals.

Referrals may also be accepted from staff at Francis House, Mary House and Loaves and Fishes. Contractor shall work with referral sources to ensure appropriate referrals consistent with the target population

Referrals will also be accepted from 2-1-1 Sacramento, when bed reservation is operational.

#### Standard of Conduct

Motel Voucher Program participants will be expected to sign and adhere to a code of conduct, incorporated into this scope of services. Contractor shall work with clients to ensure understanding and to promote adherence to such standards. Clients who do violate the code shall be terminated from the program. Contractor shall inform clients of the grievance procedure if terminated.

Contractor shall be available to motel/hotel staff 24 hours a day for situations that may arise and shall check in on a weekly basis with motel/hotel management to resolve

potential issues. In addition, Contractor shall meet with clients onsite at least monthly and shall offer to meet offsite at least monthly to discuss community services and referrals.

Contractor shall utilize the established "Incident Report" Policy and Procedures (as developed by the County Department of Human Assistance) to report serious incidents which occur at the accommodation and which may have legal, financial, operational, and/or political impact.

#### Length of Stay

The maximum length of stay shall not exceed a period of one month, unless extenuating circumstances exist or if program demand is so low that there is no waiting list. Such conditions shall be documented by the Contractor. To encourage a rapid transition to housing, Contractor shall work with other homeless service providers to assess clients for eligible services.

#### Motel/Hotel Standards

Contractor shall house clients in motel/hotel accommodations which are in a habitable condition. Accommodations shall be disbursed throughout the County. Contractor shall seek accommodations that offer reasonable rates. No more than 15 rooms shall be rented from a single accommodation. The Contractor shall obtain written approve in advance for all accommodation locations and rates.

#### HMIS, Reporting and Monitoring

Contractor shall work with the Department of Human Assistance to enter client data into the County's HMIS system. Contractor shall report monthly in an acceptable format the following data elements:

##### Client Data element:

- Number of households served within month
- Number of individuals within households
- Demographic information, such as age, ethnicity, and sex;
- Length of stay;
- Income; and
- Destination after exit;

##### Program Data element:

- Referrals by source;
- Average number of units rented;
- Total non-duplicated households served to date
- Average length of stay

Additional data elements may be developed in consultation with Contractor.

## EXHIBIT B

### COMPENSATION FY 2012 WINTER HOMELESS SHELTER PROGRAM

**CITY** will pay **CONTRACTOR** an amount not to exceed \$100,000 for the services rendered during the contract term. Eligible costs are as follows:

1. **CONTRACTOR's** administration costs to oversee subcontractor and manage program, including making payments to motels/hotels for vouchers, not to exceed 5% of the total compensation.
2. Subcontractor's administration costs to manage program, including the intake process, issuing vouchers, coordination with motels/hotels, and preparing data reports, not to exceed 9.5% of the total compensation.
3. Actual costs to reimburse motels/hotels for vouchers used by program clients, not to exceed the total compensation after deductions for **CONTRACTOR's** and subcontractor's administration costs.