# OFFICE OF HOUSING HUMAN SERVICES AGENCY

Date: July 30, 2001

Hearing Date: August 7, 2001

TO:

Honorable Board of Supervisors

FROM:

Maureen Borland, Director, Human Services Agency

Steve A. Cervantes, Director, Office of Housing

RE:

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH

HIP HOUSING TO PROVIDE SUPPORT FOR THE SELF SUFFICIENCY PROGRAM

#### **RECOMMENDATION**

Adopt a Resolution authorizing execution of an agreement with HIP Housing to provide support for the Self-Sufficiency Program, in an amount not to exceed \$513,203.

#### Background

The Self-Sufficiency Program (SSP) represents the fusion of two previously separate programs administered by HIP Housing -- the Self-Sufficiency Program for Single Parents, and the Housing Opportunities Program (HOP). In its third year of operation as a synthesized program, SSP has been better able to assist extremely low-income families transition from welfare or welfare-level subsistence to gainful employment. (Extremely low-income is defined by HUD as income not exceeding 30% of median area income adjusted for family size.) These families are assisted through a case management program that emphasizes job training and the provision of supportive housing services over a specific time period (averaging 18 to 24 months), after which clients are expected to achieve a certain level of self-sufficiency. Subject agreement itself is for a one-year term only - FY 01-02.

#### **Discussion**

A major goal of the program is to move families more quickly toward economic self-sufficiency without compromising the original objectives of the two subsumed programs. SSP's housing services comprise two components acting either as a two-step continuum of housing services, or two separate options: an 18-to-24 month program offering shared housing opportunities in HIP-owned or -managed housing in conjunction with Section 8 certificates/vouchers, and/or a 12-to-24 month housing scholarship (rental subsidy) program.

Honorable Board of Supervisors HIP Housing - Self-Sufficiency Program July 30, 2001 Page 2

Clients needing more assistance in reaching self-sufficiency goals might first enter HIP-owned or -managed shared housing and then graduate on to receiving a HOP scholarship in independent housing. More motivated individuals might start right out with a 12-month HOP scholarship with the goal of graduating into a lifestyle with minimal reliance on subsidized assistance; those not quite ready for self-sufficiency will be offered a second scholarship – the more modest HOP Next Step Program .

Subject agreement provides \$128,727 for program delivery and administration, \$348,476 for HOP first scholarships, and another \$36,000 for the second year Next Step scholarships, for a total of \$513,203.

The Self Sufficiency Program is expected to offer HOP (first year) scholarships to 48 new families plus Next Step (second year) scholarships to another 10 families; the SSP SHARE Program (shared housing) will also serve 9 families; overall SSP hopes to graduate 36 families, as shown below:

	FY 00 - 01	FY 01-02
Performance Measures	Actual	Goal
# Families awarded/served HOP scholarships during year	65	48*
# Families awarded second year HOP scholarships (HOP Next Step)	10	10
# New families accepted/served under SHARE Program (Shared Housing)	14	9
# Graduates from all SSP Programs (includes carryover clients from previous fiscal year)	15**	36

<sup>\*</sup> This number includes only new clients accepted in fiscal year.

This agreement has been approved by the County Counsel's Office. Risk Management has reviewed and approved the contractor's insurance coverage.

#### Fiscal Impact

The total County obligation under this agreement is \$513,203, and is 100% funded through CalWORKs. Funding for this project was included in the Office of Housing Budget for FY 01-02.

<sup>\*\*</sup> This was the first year of the Next Step (second year) scholarship program, which allows many HOP recipients to continue to receive assistance for up to 12 additional months. This resulted in a lower than expected graduation rate as many HOP recipients qualified to remain in SSP.

R	ESOL	UTION	NO		
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### BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

## RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH HIP HOUSING TO PROVIDE SUPPORT FOR THE SELF SUFFICIENCY PROGRAM

WHEREAS, HIP Housing (a.k.a. Human Investment Project) administers the Self-Sufficiency Program (SSP), which combines two previous programs - the Self-Sufficiency Program for Single Parents and the Housing Opportunities Program, under a single administration; and

WHEREAS, SSP assists extremely low income families to transition from welfare or welfarelevel subsistence to gainful employment through a case management program that emphasizes job training and the provision of supportive housing services over a specific time period, after which the clients are expected to achieve a certain level of self-sufficiency; and

WHEREAS, SSP's housing services comprise two components acting either as two-step continuum of housing services or two separate options: an 18 to 24 month SHARE program offering housing opportunities in HIP-owned or -managed property in conjunction with Section 8 certificates/vouchers, and/or a twelve-to-24 month HOP housing scholarship/rental subsidy program; and

WHEREAS, as part of the FY 2001-02 County Budget, an amount of \$513,203 has been approved for SSP to be used specifically for provision of housing scholarships and program delivery costs; and

WHEREAS, there has bee presented to this Board of Supervisors for consideration and acceptance, an agreement between the County and HIP Housing, reference to which is hereby made for further particulars, and the Board of Supervisors has examined and approved the same as to form and content and desires to enter into the same;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that the President of the Board of Supervisors be, and the President is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

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# AGREEMENT BETWEEN COUNTY OF SAN MATEO (HUMAN SERVICES AGENCY OFFICE OF HOUSING) AND

HUMAN INVESTMENT PROJECT, a.k.a. HIP HOUSING



HSA Contact Person:
Marina Yu
HCD Specialist III
802-5039

## AGREEMENT BETWEEN COUNTY OF SAN MATEO (HUMAN SERVICES AGENCY OFFICE OF HOUSING) AND

#### HUMAN INVESTMENT PROJECT, a.k.a. HIP HOUSING

HOWER HIT ESTIMANT	ROOLET, a.m.a. IIII 110	Conto	
hereinafter referred to as "County" and "Contr	actor" respectively.		
THIS AGREEMENT is made and entered into by and between the County and Contractor as		, 2001	
WIT	NESSETH	•	
WHEREAS, HIP Housing administers the inte combines two previous programs - the Self-Su Housing Opportunities Program, under a single	fficiency Program for Sing	<del>-</del>	
WHEREAS, SSP assists extremely low income level subsistence to gainful employment through training and the provision of supportive housing the clients are expected to achieve a certain level.	th a case management prog g services over a specific ti	ram that emphasizes jol	
WHEREAS, SSP's housing services comprise continuum of housing services or two separate offering housing opportunities in HIP-owned of certificates/vouchers, and/or a twelve-to-24 moprogram; and	options: an 18 to 24 mont	h SHARE program njunction with Section 8	
WHEREAS, as part of the FY 2001-02 Count approved for ISSP to be used specifically for publication delivery costs;			
IT IS HEREBY AGREED BY THE PARTI	ES HERETO AS FOLLO	OWS:	
C4	Services Start Date:	July 1, 2001	
Contract Amount: \$513,203.00	Services End Date:	June 30, 2002	
County Representative	Contractor Representat	t <u>ive</u>	
Steve Cervantes	Judy Gaither		
Director Office of Housing	Executive Director		
262 Harbor Blvd., Bldg A	364 So. Railroad Av.		
Belmont, CA 94002	San Mateo, CA 94401		
(650) 802-5050	650.348-6660		

#### 1. **EXHIBITS** - The following exhibits are attached hereto and incorporated by reference:

Exhibit A: Program/Project Description

Exhibit B: Method and Rate of Payment to Contractor

Exhibit C: 504 Assurances Exhibit D: Monitoring

Exhibit E: Program Specific Requirements

In the event there is a conflict between the language in this Agreement and that in the Exhibits, the Exhibits control.

#### 2. **DEFINITIONS** - See Exhibit A for any definitions

#### 3. SERVICES TO BE PERFORMED

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

#### 4. PAYMENTS

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay under this Agreement shall not exceed the amount specified as Contract amount on page 1 hereof for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.
- C. <u>Time Limit for Submitting Invoices</u>. As applicable, Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred twenty (120) days after the date services were rendered, or more that ninety (90) days after this Agreement terminates, whichever is earlier.
- D. <u>Availability of Funds</u>. Payment for all services provided pursuant to this contract are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the agreement for unavailability of Federal, State or County funds.

#### 5. RELATIONSHIP OF PARTIES

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences of, an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules.

#### 6. HOLD HARMLESS

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of:

(A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the 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 the Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### 7. INSURANCE

- A. The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such insurance and to obtain such approval.. The Contractor shall furnish the Human Services Agency Office of Housing with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency Office of Housing of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.
- (1) <u>Workers' Compensation and Employee's Liability Insurance</u>. The Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

"I am 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 Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(2) <u>Liability Insurance</u>. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability \$1,000,000 (b) Motor Vehicle Liability Insurance \$1,000,000 (c) Professional Liability \$ -0-

After one (1) years from the date this Agreement is first executed, the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar county agreements by giving sixty (60) days notice to Contractor. The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

B. 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, and not replaced by Contractor, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

#### 8. NON-DISCRIMINATION

Contractor shall comply with the non-discrimination requirements described below:

#### A. Section 504 of the Rehabilitation Act of 1973

(1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination in the performance of this contract.

- (2) Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.
- B. <u>Non-Discrimination General.</u> No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.
- C. <u>Non-Discrimination Employment</u>. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal opportunity employment policies shall be made available to County upon request.

#### 9. VIOLATION OF THE NON-DISCRIMINATION PROVISIONS.

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

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

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between the Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination of the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstances. Contractor shall provide County with a copy of their response to the Complaint when filed.

All contractors with contracts over \$5,000 must comply with the County Ordinance code with respect to the provision of employee benefits; as set forth in the ordinance, such contractors are

prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

#### 10. CHILD ABUSE REPORTING

Contractor agrees to ensure to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected stances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 1165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are <u>required</u> by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are <u>not required</u> to report child abuse under Penal Code 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

#### 11. ASSIGNMENT AND SUBCONTRACT

- A. Without the written consent of the Director of Human Services or her representative, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her representative violates this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her representative.
- C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her representative shall be subject to the same terms and conditions applicable to Contractor under this agreement, and the Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County upon request.

#### 12. RECORDS

- A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings, if any, are resolved, whichever is greater.

#### 13. COMPLIANCE WITH APPLICABLE 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, regulations, including but not limited to appropriate licensure, certification regulations, and provisions pertaining to confidentiality records, and applicable quality assurance regulations.

#### 14. MONITORING

All services performed and payments made pursuant to this agreement shall be monitored according to the protocols set forth in Exhibit D attached hereto and incorporated by reference herein.

#### 15. PROGRAM SPECIFIC REQUIREMENTS

Program specific requirements are contained in Exhibit E attached hereto and incorporated by reference herein.

#### 16. ALTERATION OF AGREEMENT

This agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

#### 17. INTERPRETATION AND ENFORCEMENT

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid,

or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to the appropriate Contract Representative as specified on page 1 hereof.

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

#### 18. TERM OF THE AGREEMENT

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be as specified on page 1 hereof, unless further modified in Exhibit A.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

#### **COUNTY OF SAN MATEO**

•	Ву:	Michael D. Nevin, President President, Board of Supervisors	
Attest:	Date:		
Clerk of Said Board			
Date:		HUMAN INVESTMENT PROJECT, a.k.a. HIP HOUSING	
	Ву:	JUDITH CATHER EXECUTIVE Print Name & Title	DIRECTOR
	<	Signature	
	Date:	412/01	
	Tax ID #:	94-2154614	

#### 1. Program Overview - Self Sufficiency Program (SSP)

The Self Sufficiency Program (SSP) provides housing resources and supportive services to extremely low income families, many living at welfare-level subsistence. The mission of SSP is to create stability in order to promote job achievement, retention and advancement through the provision of housing resources and supportive services, thereby enabling participants to reach and maintain self-sufficiency.

Participants selected into the program may enter SHARE - via HIP-owned or managed housing with a Section 8 certificate/voucher for an 18 to 24 month period. At the end of this period, the participant is evaluated for attainment of self-sufficiency goals. If circumstances warrant additional help to reach goals, the participant may be offered a 12-month housing scholarship (rent subsidy).

Highly motivated participants at the outset will be offered a 12-month housing scholarship. At the end of this one-year period, the participant is evaluated for self-sufficiency. For those who have not attained their target income goal, an additional 6 to 12 month housing scholarships subsidy may be continued but on modified terms.

#### 2. Funding Summary

Funds provided under this Agreement shall be used for the following:

Use	Amount
SSP Program Delivery ( program marketing & outreach, client selection, evaluation and intake, and case management services)	\$128,727
Housing Scholarships - (First year rent subsidies)	\$348,476
Next Step Scholarships (Second year)	\$36,000
TOTAL	\$513,203

A summary of the program total funding sources and uses are as follows:

Total Funding Uses FY 0	Total Funding Sources FY 01-02		
Program Services 124,327		County	513,203
Administration	42,673	HIP Housing/Fundraising	38,273
SUBTOTAL (Prog. Delivery)	167,000		
Scholarships (First/Second Year) 384,476			
TOTAL USES	551,476	TOTAL SOURCES	551,476

#### 3. Structure of Housing Scholarship

Housing scholarships are structured for a 12 month period, with rent subsidies covering 60% of the rent for the first six months, and 30% of the rent for the second six months. For participants approaching the threshold of self-sufficiency but who may need a bit more assistance, Contractor may offer an extension of the scholarship period for another six to twelve months under the Next Step Program. During this extended period, the scholarship shall cover 25% of the rent. Clients under Next Step are evaluated quarterly for continuation or graduation.

#### 4. Mutual Consent for Any Modifications

In accordance with Paragraph 16 of this Agreement, any modifications affecting the scholarship amount, method for determining subsidy assistance or the length of time for receiving such assistance shall be made in writing by mutual consent between the Director of the County Office of Housing and Contractor.

#### 5. Contractor Responsibilities

Contractor shall perform the following activities during the performance period of this Agreement:

- a. Administer the Self-Sufficiency Program, including program marketing, evaluation and selection of participants, case management, life-skills training, review rental leases, negotiations with landlords, inspect units for habitability, develop and maintain the mentoring program, and other necessary functions to effectively carry out the program.
- b. Establish a goal of awarding housing scholarships to a total of 48 new participants plus another 10 second year scholarship recipients.
- c. Establish a performance objective of placing/maintaining 9 families for the 18-24 month SHARE program, in which clients reside in HIP-owned or -managed housing. (Currently Contractor owns/leases three houses for use under this program.)
- d. Continue to service SSP participants already receiving scholarships as of June 30, 2001, in addition to the performance goals cited above in (2) and (3).
- e. Performance reporting in accordance with Sections 5 and 6 of this Exhibit.
- f.. Perform follow-up of clients for at least 12 months after exhaustion of scholarship assistance.

#### 6. Demographic Information of Housing Scholarship Recipients

On a quarterly basis, Contractor shall provide County with certain demographic information of SSP beneficiaries, both those residing in HIP owned/managed housing and those receiving housing scholarships.

The quarterly report shall income the following information: Number of applicants; number of clients currently participating in both programs; racial/ethnicity of household head; percent of

median income of tenant upon entering program; size of household; number of graduates; number of withdrawals and terminations; number of clients that have achieved "self-sufficiency" after graduation based on an operational definition to be agreed upon between County and Contractor.

For scholarship recipients, information shall also include: number of bedrooms, tenant contribution toward rent, subsidy amount, total rent, tenant's monthly gross income, and location of housing; number of clients receiving second-year scholarships.

Contractor shall also provide other information County may request during the course of this Agreement. Demographic information of new clients shall be provided to County when Contractor makes first request for payment of housing scholarships for these clients.

#### 7. Administration of Tenant-Based Rental Subsidies (Housing Scholarships)

Program parameters relating to administration of tenant-based rental assistance are described in the following table:

	Program Components	Description
1.	Tenant Selection	Eligible families are those receiving CalWORKS or eligible to receive CalWORKS at start of program, or who no longer receive CalWORKS but had received it within 24 months of application for housing scholarship, or whose family incomes do not exceed 50% of area median income upon their application for housing scholarships. Head of household should be enrolled or is recent graduate of job training program. HIP housing scholarships cannot be combined with Section 8 vouches/certificates.
2.	Waiting List	In order to implement tenant selection procedures in a fair and orderly manner, Contractor shall establish a waiting list for families applying for SSP.
3.	Portability of Housing Scholarship	Normally not allowed, except on a case-by-case basis, County may allow only for contiguous Counties.
4.	Time Frame to Locate Suitable Unit	Housing Scholarship recipients have 90 days to secure appropriate housing after receiving Scholarship Notification, plus additional 30 days on a case-by-case basis.
5.	Term of Rental Assistance Contract	12 months. May extend for another 6 to 12 months after tenant evaluation for self- sufficiency. Total term should not exceed 24 months.
6.	Lease term	Month-to-month leases are not advisable. Balance of any existing lease term should be commensurate with term of rental assistance contract. If the remaining lease term is less than the term of rental assistance contract, new lease will have to be executed at end of old lease period in order for recipient to continue receiving rental assistance for the rental assistance term.
7.	Rent Reasonableness	Rent should be reasonable for the area, to be determined by Contractor with County Housing approval.
9.	Housing Quality Standards	Housing unit must meet State housing habitability standards.

Program Components	Description
10. Tenant Protections	In accordance with State law. Illegal provisions in lease agreements are invalidated under State law.
11. Termination of Tenancy	In accordance with State law.

#### 8. Contractor Responsibilities Relating to County's OBM Initiative:

To assist the County Human Services Agency implement its Outcome-Based Management and Budgeting (OBM) initiative, Contractor may be asked to engage in activities and supply certain performance-related information. Such activities include, but are not limited to:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- Participating in a review of performance and outcome information;
- Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

#### 1. County Disbursement of Funds

Payment by County to Contractor shall be made monthly upon receipt of monthly requests for payments, unless agreed otherwise by Contractor and the Director of the County Office of Housing. All requests for payment shall be submitted to County Office of Housing ("Housing").

Contractor shall submit payment requests to Housing no later than the 15th of each month. Payment for rental assistance shall be made as advances, that is, for the month following month in which payment request is submitted. No payment shall be made unless Contractor certifies in writing that the payments are proper and that all funds to be expended are on behalf of and exclusively for rental assistance. Total payment by County for rental assistance shall not exceed \$384,476.

Payment for program delivery costs shall be made as reimbursement for the current month in which payment request is submitted. Program delivery costs funding shall be paid in 12 equal monthly installments for the period July 1, 2001 through June 2002, not to exceed a total of \$128,727. Contractor shall further certify in writing what specific activities have been performed. County Housing reserves the right to verify that such activities have occurred prior to making payment to Contractor.

#### 2. Human Services Agency's (HSA) Responsibilities Relating to the County's OBM Initiative:

County shall provide technical assistance and support to Contractor in assisting in the implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative. Toward this end, County shall:

- · Issue and review OBM Implementation Guidelines; and
- County shall further conduct review of performance and outcome information.

#### ASSURANCE OF COMPLIANCE

## WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 (Required only from Contractors who provide services

directly to the Public on the County's behalf)

The Contractor 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 gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, 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.

The C	ontracte	or: (check a or b)
a.	en en	aploys fewer that 15 persons
b.	区	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 to coordinate its efforts to comply with the DHHS regulations.
		of 504 Person (type or print)

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

Date: 412 | By: Signature & Title of Authorized Official

\* DHHS regulations have provided that if a recipient with fewer than 15 employees finds that, after consultation with a handicapped 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.

Contractor shall provide to County on demand, all requested income and demographic data about the recipients of services under this contract. This data may include race, family size, income, sex and handicap status, if any, of the head of household.

In accordance with **Paragraph 12** of this Agreement, upon reasonable notice, county, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall be provided access to any books, documents, papers, records of Contractor which are directly pertinent to this Project or the Housing and Community Development Act programs activities, for the purpose of making audits, examinations, excerpts and transcriptions, Contractor shall further provide County and relevant monitoring agencies reasonable access to the physical premises covered under this Agreement for inspections from time to time for compliance with the terms of this Agreement.

Contractor shall provide County with an Annual Audit Report each year during the term of this agreement. The Audit report must include a statement of compliance with OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations".

#### 1. BREACH OF CONTRACT

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by Contractor for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of County or upon the direction of HUD. County may terminate this Agreement for cause after giving Contractor notice of any breach or default and 30 days to cure said breach or default. In the event of termination by whatever means, all finished and unfinished work shall become the property of County, and the County shall have the right to direct Contractor's actions with respect to access to materials.

County reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of all previous or subsequent breaches. In the event County chooses to waive a particular breach of this Agreement, it may condition same on payment by Contractor of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

#### 2. CONTRACT TERMINATION

In the event Contractor is unable to fulfill its responsibilities under this Agreement for any reason whatsoever, including circumstances beyond its control, County may terminate this Agreement in whole or in part in the same manner as for breach hereof.

#### 3. CONFLICT OF INTEREST

No members, officers, or employees or agents of San Mateo County, no member of the Board of Supervisors, and no other public official who exercises any function or responsibility with respect to this program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

No members, officers, or employees or agents of Contractor, no member of the Board of Directors of Contractor, and no other official who exercises any function or responsibility with respect to this program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in the agreement or a related contract, or the proceeds thereof.

Contractor shall incorporate the above provisions into all contracts awarded in connection with this Agreement.

#### 4. LOBBYING PROHIBITED

CDBG funds shall not be used by Contractor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. CDBG funds shall not be used by Contractor to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract.

#### 5. INFLUENCING PROHIBITED

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and
- C. The language of paragraphs 5A and 5B shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### 6. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

Contractor, to the extent applicable to this Agreement, shall comply with the following Federal laws and regulations as set forth in Subpart K, (Sec. 570.600-612), Code of Federal Regulations (September 6, 1988):

- A. Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, including community development funds, on the grounds of race, color, or national origin.
- B. Public Law 90-284, Fair Housing Act (42 U.S.C. 3601-20), which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin handicap or familial status. The Fair Housing Act, as amended in 1988, also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 or more units, constructed for first occupancy after March 13, 1991, must be designed and constructed in a manner that the public and common use portions of such dwellings are readily accessible to and usable by disabled persons. All premises within such dwellings must incorporate features of adaptive design regarding accessibility routes into and through the dwelling and design features within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.)

- C. Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services, programs or benefits supported by Federal funds.
- D. Rehabilitation Act of 1973, Section 504, which prohibits discrimination against otherwise qualified handicapped persons in the provision of programs, facilities and employment supported by Federal funds.

In the case of multifamily rental housing, projects of five or more units must be designed and constructed to be readily accessible to and usable by persons with disabilities. For new construction involving five or more units, and substantial rehabilitation projects of 15 or more units (with substantial rehabilitation defined as rehabilitation costs representing 75 percent or more of the replacement costs of the completed facility), the following requirements must be followed - a minimum of 5 percent of the dwelling units must be accessible to individuals with mobility impairments and an additional 2 percent accessible to individuals with sensory impairments. At the minimum, one unit shall be made accessible to mobility-impaired individuals and one unit accessible to sensory impaired individuals. When less than substantial rehabilitation is undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minium of 5 percent of the dwelling units (but not less than one unit) are accessible to persons with mobility impairments; for this category of less than substantial rehabilitation, the additional 2 percent of the units for persons with sensory impairments does not apply. Also for this category of rehabilitation, if undertaking accessibility alterations imposes undue financial and administrative burdens on the operation of the multifamily housing project, the alterations are not required.

In the case of non-housing facilities involving new construction, the facilities shall be designed and constructed to be readily accessible to and usable by persons with disabilities. For facilities involving alterations, to the extent possible, the alterations should ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipient program or activity. (However, State law will prevail if State accessibility requirements are stricter than federal 504 requirements.) Recipients are still required to take other actions that would ensure that persons with disabilities receive the benefits and services of the program.

- E. Davis-Bacon Act, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with Federal funds shall be paid prevailing wages of the locality as determined by the Secretary of Labor.
- F. Flood Disaster Protection Act of 1973, which provides that no federal financial assistance for acquisition or construction purposes may be approved for an area having special flood hazards unless the community in which the area is located is participating in the National Flood Insurance Program.

- G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for relocation assistance for any family, individual, business, non-profit organization or farm displaced as a result of acquisition of property with federal funds.
- H. Executive Order 11246, amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts.
- I. Housing and Urban Development Act of 1968, Section 3, which requires that, in the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible, opportunities for training and employment be given to low and moderate income persons residing within the unit of local government in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government as the project.
- J. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance.

#### 7. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. Contractor, if a governmental entity or public agency, shall comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments", OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations," and applicable sections of 24 CFR 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as set forth in 24 CFR 570.502(a).
- B. Contractor, if a non-profit organization, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations", OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations", and applicable Attachments to OMB Circular No. A-110, as set forth in 24 CFR 570.502(b).

#### **Fingerprinting Certification**

# AGREEMENT BETWEEN COUNTY OF SAN MATEO (HUMAN SERVICES AGENCY OFFICE OF HOUSING) AND

## HUMAN INVESTMENT PROJECT, aka HIP HOUSING

Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

Signature
WATH GAITHER
Name (please print)
EXECUTIVE DIRECTOR
Title (please print)
Date Date
Date '

#### COUNTY OF SAN MATEO

#### **Equal Benefits Compliance Declaration Form**

I	Vendor Identification						
	Name of Contractor:	Human In	vestment	Project,	Inc.		
	Contact Person:	Judith (	aither_	<del></del>			
	Address:	364 S. R	Railroad	Avenue			
		San Mate	eo, CA 9	4401	···		
	Phone Number:	(650) 348	-6660	Fax Number	: <u>(650) 348</u>	3-0284	
[]	Employees						·
	Does the Contractor ha	ve any emplo	yees? X	Yes No	)		
	Does the Contractor pro	ovide benefits	to spouses	of employees	? Yes	<u>X</u> No	
121	<ul> <li>Yes, the Contractor its employees with s</li> <li>Yes, the Contractor employees in lieu of</li> <li>No, the Contractor of</li> <li>The Contractor is un</li> </ul>	complies by opening the pouses and incomplies by opening the pouse of	offering equals employee offering a casts.	es with domest ish equivalent	ic partners. payment to el	igible	
	and expires onX The Contractor		a henefi	re only to	the employ		
IV	Declaration	<u> </u>	<u>s venerr</u>	-S-ORTY-EO	<u>-che_emprary</u>	PPS	
	I declare under penalty is true and correct, and					at the forego	ing
	Executed this 14 day	olym, 2	:0 <u>0</u> at <u> </u>	on Mater (City)	<u> </u>	(State)	'
	Signature			th Gaither ne (please prin	ıt)	-	
	Executive Direc	tor	94-21	54614			
	Title	<del></del>	Contractor	Tax Identifica	ition Number	-	

#### Office of Housing MEMORANDUM

DATE:	July 11, 2001					
TO:	Priscilla Harri	Morse, Ri	sk Manager	·		
FROM:	Marina Yu	PHONE:_8	02-5039	FAX <u>802-5049</u>	PONY <u>I</u>	HSA 209
SUBJECT:	Contract Inst	urance App	roval			
CONTRAC	IOR NAME:	HIP Housi	ng (aka, Humar	n Investment Project)		
DO THEY 1	RAVEL: Yes					
PERCENT	OF THE TIME	:				
NUMBER C	F EMPLOYE	ES:				
DUTTES (SE	PECIFIC):					
	vides \$513,203 to b training progr		gram delivery a	nd housing scholarbsip	os to clients leaving v	velfare and
COVERAC	GE:		Amount	Approve	Waive	Modify
Comprehe	osive General L	iability	\$1,000,000			
Motor Veb	icle Liability		1,000,000			
Professiona	l Liability		-0-			
Worker's C	Compensation		statutory			
REMARKS.	COMMENTS:					
Please review	w and approve.	Thanks.				Ma .
				<u> </u>	SIGNATURE	Morse
				, 1	7-11-01 Date	

SUBMIT TO RISK MANAGEMENT.

PONY EPS 163

FAX 363-4864

#### CERTIFICATE OF LIABILITY INSURANCE CONTRACTOR DATE (MATERIAT) 05/29/01 PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION EGI/Argo Insurance ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR CA License \$0660864 P.O. Box 232017 ALTER THE COVERAGE AFFORCED BY THE POLICIES BELOW. Pleasant Hill CA 94523-6107 INSURERS AFFORDING COVERAGE Phone: 925-682-7001 Fax: 925-682-7024 INSUMED INSURER A: Nonprofits' Insurance Human Investment Project, Inc. HAND, Inc., HIP-Edgewater Isle, Inc. Judy Caither 364 So. Railroad Avenue San Mateo CA 94401 INSURER D INBURER C: INSLINER O: INSURER E

COVERAGES								
The molicies of insurance listed delow have been issued to the indured haved above for the policy period indicated, hotwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be beingd or may pertain, the indurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of buch poucles. Aggregate limits shown may have been reduced by paid clairs.								
LTR TYPE OF INSURANCE		POLICY NUMBER	SOFE VENESTONE	DATE IMMOGRATION	LIMTS			
GENERAL LIABILITY					BACH OCCURRENCE	\$1,000,000		
λ	X COMMERCIAL CENTRAL LIABILITY	2001-01930NPO	06/30/01	06/30/02	FIRE DAMAGE (Any one Tre)	\$100,000		
	CLAIMS MADE X OCCUR				MED ELP (Any one person)	: 10,000		
A	X Misc Professional	2001-01930NPO	06/30/01	06/30/02	PERSONAL & ADV INJURY	\$1,000,000		
					GENERAL AGGREGATE	\$2,000,000		
	SENL AGGREGATE LIMIT APPLIES PER			·	PRODUCTS - COMPIOP AGG	12,000,000		
L	POLICY PRO-							
λ	AUTOMOBILE LIABILITY ANY AUTO	2001-01930NPO	08/30/01	06/30/02	COMBINED SINGLE LIMIT (Ex accident)	\$1,000,000		
	ALL OWNED AUTOS SCHEDULED AUTOS				ECOILY INJURY	8		
	X HIRED AUTOS X HON-OWNED AUTOS				SODILY INJURY (Per scripton)	\$		
					PROPERTY DAWAGE (For accident)	\$		
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
	OTUA YMA				OTHER THAN SA ACC	\$		
			{		AUTO CHLT: AGC	\$		
	DICESS LIABILITY				EACH OCCURRENCE	\$1,000,000		
A	OCCUR CLAIMS MADE	2001-01930UM9	06/30/01	06/30/02	AGGREGATE	\$1,000,000		
						\$		
	DEDUCTIBLE		)			\$		
	RETENTION \$					1		
HORKERD COMPENSATION AND EMPLOYERS' LIABILITY					TORY LIMITE ER			
					ELL EACH ACCIDENT	1		
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ОТНЕЯ			_		EL DISEASE - POLICY LIXIT	\$		
- Control				,				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/COCLUSIONS ADDED BY SHDORSEMENT/SPECIAL PROVISIONS  The County of Sen Mateo, and its officers, agents, employees and servants								

shall be named as additional insured to general liability (See CG 2026 (11/85 attached) \*10 Day Notice of Cancellation for Non-payment of premium.

CERTIFICATE	HOLDE	H X	ADDITIONAL INS	ured: Induner 1	ETTER:
					HUMAN-1
н	UMAN	SERVICE	es agency	HOUSING	
D	TVIRY	CIRT			

SCOTT COE, HCD SPECIALIST 262 HARBOR BLVD. BELMONT CA 94002

'ost-it* Fax Note 7671	Date 07-01-01   of pages > 1			
MARINAYU	From Norvie			
Co/Dept.	ca HIP/HOUSING			
hone #	Phone #			
** 802-5049	Fax #			

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES DE CANCELLED DEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30° DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER HAMES TO THE LEFT, BUT FAILURE TO DO SO SHALL HISTORY NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

secret 6

REPRESENTATIVES

CACORD CORPORATION 1988