

**COUNTY OF SAN MATEO
HUMAN SERVICES AGENCY
OFFICE OF HOUSING**

DATE: July 31, 2001

HEARING DATE: August 21, 2001

TO: Honorable Board of Supervisors

FROM: Maureen D. Borland, Director, Human Services Agency
Steve Cervantes, Director, Office of Housing



RE: **RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH HUMAN INVESTMENT PROJECT, INC. FOR ITS HOMESHARING HELP AND INFORMATION PROGRAM**

RECOMMENDATION

Adopt a Resolution authorizing the execution of an agreement with Human Investment Project, Inc. (HIP), to provide \$114,000 for the Homesharing Help and Information Program from Community Development Block Grant (CDBG) funds.

SUMMARY

The Homesharing Help and Information Program has been in operation in San Mateo County since July 1980. Its objective is to match persons living in under-utilized homes with very-low to moderate income seniors, single parents and their children, the homeless or near homeless and others with special needs, to provide decent affordable housing.

In addition to matching home providers with home seekers, HIP also leases and purchases homes to facilitate placement of home sharers.

Due to a shortage of affordable housing and reduced state and federal subsidy programs the demand for this program has grown dramatically and it is anticipated that program staff and volunteers will respond to 700 to 900 inquiries per month; perform 135 to 160 interviews per month and facilitate 40 to 45 placements per month the average cost of which is approximately \$800.

In addition to County CDBG funds, the program is funded by grants from entitlement cities Block Grant Funds, various redevelopment agency funds and private donations. The total program cost is approximately \$398,000. Contractor will provide monthly outcome reports during the year. Performance goals are as follows:

Performance Measures	Goal FY 00-01	Actual 7/00-4/01	Projected FY01-02
Number of individuals placed in homesharing arrangements	460	339	400

There has been a change in the number of projected placements due to an increase in the contractor's reimbursement fee from \$220 to \$285 per placement ($\$114,000 \div \$285 = 400$ placements), which was last increased in 1996. HIP typically exceeds its projections because it utilizes funds over and above CDBG to continue making placements throughout the year.

OTHER REVIEWING AGENCIES

The County Counsel's Office has approved the form of this agreement. The agreement also meets HUD regulations.

FISCAL IMPACT

Funding for the HIP Homesharing Help and Information was authorized by this Board of Supervisors on April 24, 2001, from the twenty-seventh year Community Development Block Grant Program budget.

The total amount of this agreement is \$114,000 and will be funded from the County's Community Development Block Grant. No General Funds will be used for these programs.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH HUMAN INVESTMENT PROJECT, INC.**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that
WHEREAS, on April 24th, 2001, this Board of Supervisors adopted Resolution #64374,
approving the one year action plan for Community Development Block Grant (CDBG) funding wherein
the Human Investment Project, Inc., applied for funding for its Homesharing Help and Information
Program; and

WHEREAS, Human Investment Project, Inc., is experienced and proficient at providing this
critical service to the County; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and
acceptance, an agreement between the County of San Mateo and Human Investment Project, Inc.,
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 this 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.

* * * * *

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND
HUMAN INVESTMENT PROJECT INC.



HSA Contact Person:
Scott Coe
HCD Specialist III
802-5045

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) **Workers' Compensation and Employer's Liability Insurance.** 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) **Liability Insurance.** 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. Non-Discrimination - General. 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. Non-Discrimination - Employment. 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 AND REPORTING

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code §11164 et seq. Contractor will ensure that all known or suspected

instances 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 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code 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 not required to report child abuse under the Penal Code 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. Controlling Law. 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.

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

COUNTY OF SAN MATEO

By: _____
Michael D. Nevin, President
President, Board of Supervisors

Date: _____

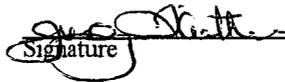
Attest:

Clerk of Said Board

Date: _____

HUMAN INVESTMENT PROJECT INC.

By: Judy Gaither, Executive Director
Print Name & Title


Signature

Date: 4/28/04

Tax ID #: 94-2154614

PROGRAM DESCRIPTION

Contractor shall provide the following services for the programs shown:

Homesharing Help and Information Program

- The contractor will provide affordable housing units for very-low to moderate income adults and children who live or wish to live in San Mateo County, with a focus on seniors, single parents and their children, the homeless and near homeless, and others with special needs.
- Prevent homelessness by focusing on the needs of persons who are “at risk” of becoming homeless, including those exiting a homeless shelter, homeless youth, persons with AIDS, the disabled and others with special needs.
- In collaboration with other agencies, coordinate permanent housing for persons making the transition from shelters through group share arrangements.
- Conduct community outreach activities, including presentations to service providers, organizations, shelters and Senior Centers; public service announcements, newspaper ads, placing counter boxes containing HIP brochures in libraries, agencies, churches, city halls, doctor’s offices and coordinate volunteer component.
- Make home visits to the disabled and frail senior citizens.
- Provide all housing and counseling services in English/Spanish/Tagalog/Chinese.
- Coordinate the services of volunteers who assist staff with telephone inquiries, reference checks, community outreach, client home visits.
- Provide follow-up to matched home sharers, including mediation services.
- Negotiate and renew leases on existing group-share homes.

Contractor Responsibilities Relating to the County’s OBM Initiative:

Engage in activities and supply information required to implement the County’s Outcome-Based Management and Budgeting (OBM) initiative. 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.

METHOD AND RATE OF PAYMENT TO CONTRACTOR

Payment to Contractor shall be made to the designated program on a reimbursement basis at the following unit rates:

Homesharing Help and Information Program

- Payment shall be made at the unit rate of \$285 per placement to include: client interview, information and referral, mediation, life skills workshops, bilingual services, home visits, match follow-up and Section 8 certificates.
- The maximum amount payable for these services shall be \$114,000.

All program income received by the contractor shall be disbursed for activities described in Exhibit A, Program Services, prior to application for reimbursement from CDBG funds.

Contractor shall submit a monthly invoice to Housing and Community Development for reimbursement together with the required activity reports. All billing shall be certified for payment by the County unless the Director of the Office of Housing objects to the adequacy of the services rendered by Contractor or the amount of billing. The County shall state the specific nature of its objections to the Contractor in writing which shall include specific actions or changes that are necessary to make Contractor's performance acceptable. Contractor shall respond to County within 15 days of receipt of such notice. The parties to this agreement shall meet to discuss such objections at the request of the other party.

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

- Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- Issue and review OBM Implementation Guidelines.
- 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 Contractor: (check a or b)

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

Judy Gaither, Executive Director
 Name of 504 Person (type or print)

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

Date: 6/28/04

By: Judy Gaither, Executive Director
 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.

PROGRAM MONITORING

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 11** 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".

**PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT**

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

**PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT**

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.

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.

**PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT**

- 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 INC.

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.

Judy Gaither
Signature

JUDY GAITHER
Name (please print)

EXECUTIVE DIRECTOR
Title (please print)

6/28/01
Date

**COUNTY OF SANMATEO
OFFICE OF HOUSING
FAX**

DATE: May 21, 2001

TO: Priscilla Morse, Risk Manager **FAX 363-4864**

FROM: Scott Coe, HCD Specialist III **FAX 802-5049** **PONY HSA 209**
Housing and Community Development

SUBJECT: Contract Insurance Approval **FAX contains 4 pages, including cover**

CONTRACTOR NAME: Human Investment Project (HIP)

DO THEY TRAVEL: Yes

PERCENT OF THE TIME: N/A

NUMBER OF EMPLOYEES: Less than 15

DUTIES (SPECIFIC): Provides counseling and administration of Homesharing Help & Information Program.

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$2,000,000	✓		
Motor Vehicle Liability	\$1,000,000	✓		
Professional Liability	N/A		✓	
Worker's Compensation	statutory	✓		

REMARKS/COMMENTS:

Priscilla Morse

Priscilla Morse, Risk Manager

5/21/01

Date

SUBMIT TO RISK MANAGEMENT		
PONY EPS 163	OR	FAX 363-4864

ACORD CERTIFICATE OF LIABILITY INSURANCE

OF ID GA
HUMAN-2

DATE (MM/DD/YY)
06/29/01

PRODUCER
 EGI/Argo Insurance
 CA License #0660864
 P.O. Box 232017
 Pleasant Hill CA 94523-6107
 Phone: 925-682-7001 Fax: 925-682-7024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 Human Investment Project, Inc.
 HAND, Inc.
 HIP-Edgewater Isle, Inc.
 Judy Gaither
 364 So. Railroad Avenue
 San Mateo CA 94401

INSURER A: Nonprofits' Insurance
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2001-01930NPO	06/30/01	06/30/02	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
A	<input checked="" type="checkbox"/> Misc Professional	2001-01930NPO	06/30/01	06/30/02	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	2001-01930NPO	06/30/01	06/30/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	2001-01930UMB	06/30/01	06/30/02	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The County of San 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 HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

HUMAN-1

HUMAN SERVICES AGENCY HOUSING
 DIVISION
 SCOTT COE, HCD SPECIALIST
 262 HARBOR BLVD.
 BELMONT CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

