COUNTY OF SAN MATEO HUMAN SERVICES AGENCY OFFICE OF HOUSING

Date: June 28, 2001

Hearing Date: July 24, 2001

TO:

Honorable Board of Supervisors

FROM:

Maureen D. Borland, Director, Human Services Agency

Steve Cervantes, Director, Office of Housing

SUBJECT:

RESOLUTION AUTHORIZING EXECUTION OF FY2001/2002 AGREEMENT

WITH NORTH PENINSULA NEIGHBORHOOD SERVICES CENTER

RECOMMENDATION

Adopt a resolution authorizing execution of an agreement in the amount of \$112,993 with North Peninsula Neighborhood Services Center for FY2001/2002.

Background

North Peninsula Neighborhood Services Center is the Core service agency which serves the cities of Brisbane, San Bruno and South San Francisco. Seven Core service provider agencies provide San Mateo County residents with information and referral, emergency assistance, case management and other services. The emergency assistance, information and referral and other services provided by the Core service providers offer access to the County's Human Services delivery system.

Discussion

On June 18, 2001, the Homeless Services Coordinator and the Regional Managers of HSA met with the Core service agencies to discuss revision of the performance measures used in conjunction with the Core agreements. The consensus of the group was to continue to use the three measures listed below.

Contractor will meet the following performance measures for Fiscal Year 2001-2002:

Performance Measure	Goal FY2000-01	Actual* 7/1/00-3/31/01	Goal for FY2001-02
 RENTAL ASSISTANCE Percentage of known households still housed six months after rental assistance 	93%	92%	93%**
ADVOCACY Percentage of advocacy services which resulted in successful outcome for household	86%	100%	86%
EMERGENCY SERVICES Number of households provided emergency services	1,500	1,138	1,500

Notes:

based on quarterly reports received to date.

A goal of less than 100% is preferable. Agencies conduct stringent screening and many households are declined rental assistance due to a determination they are unlikely to be able to pay rent in following months. A 93% goal suggests the agency is taking appropriate risks on marginal households.

North Peninsula Neighborhood Services Center Board of Supervisors Memo June 28, 2001 - Page 2

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

Fiscal Impact

During the FY2001-2002 budget hearings, the Board of Supervisors authorized an allocation of \$112,993 for North Peninsula Neighborhood Services Center from the San Mateo County General Fund.

Norman Pascoe, HCD Specialist Office of Housing ext. 5008

1000001101110.	RESOLUTION NO.	
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BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION AUTHORIZING EXECUTION OF A FY2001/2002 AGREEMENT WITH NORTH PENINSULA NEIGHBORHOOD SERVICES CENTER

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby North Peninsula Neighborhood Services Center agrees to provide to the County of San Mateo information, referral, general assistance, case management, support counseling, emergency material assistance, and employment related activities to persons in need; and

WHEREAS, this Board has been presented with a form of such Agreement and said Board has examined and approved same as to both form and content and desires to enter into 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 hereto.

* * * * * * *

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

NORTH PENINSULA NEIGHBORHOOD SERVICES CENTER

A Core Services Agency



HSA Contact Person: Norman Pascoe HCD Specialist 802-5008

AGREEMENT BETWEEN COUNTY OF SAN MATEO (HUMAN SERVICES AGENCY OFFICE OF HOUSING) AND NORTH PENINSULA NEIGHBORHOOD SERVICES CENTER

A Core Services Agency

the parties hereinafter referred to as "County" and "Contractor" respectively

THIS AGREEMENT is made and entered into this _	day of	, 2001
by and between the County and Contractor as named ab	ove.	

WITNESSETH

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services specified herein (occasionally referred to as "the Project") from Contractor;

IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

Services Start Date: 7/1/2001 \$112,993.00 **Contract Amount: Services End Date:** 6/30/2002 **County Representative Contractor Representative** Steve Cervantes Maggie Cuadros Director Office of Housing **Executive Director** 262 Harbor Blvd., Bldg A 600 Linden Avenue Belmont, CA 94002 South San Francisco, CA 94080 (650) 802-5050 (650) 583-3373

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) Workers' Compensation and Employee'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) <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(b) Motor Vehicle Liability Insurance

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(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. <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.

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 11165.9. 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 Section 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 Code Section 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 otherwise modified in Exhibit A.

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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:	
	NORTH PENINSULA NEIGHBORHOOD SERVICES CENTER
	By: Decadros Signature
	EXECUTIVE DIRECTOR Position or Title MAGGIE CUADROS Printed Name
	MAGGIE CUADROS Printed Name
	Date: 6/22/01
	Tax ID #: 94-2298841

PROGRAM/PROJECT DESCRIPTION

In consideration of payments herein provided for, Contractor shall, under the general direction of the Director of the Human Services Agency, or her authorized representatives, provide for the following services to benefit the citizens of San Mateo County as described below:

NORTH PENINSULA NEIGHBORHOOD SERVICES CENTER, INC., IS A PRIVATE NON-PROFIT, MULTI-SOCIAL SERVICE AGENCY WHICH PROVIDES, BUT IS NOT LIMITED TO, INFORMATION AND REFERRAL, ASSESSMENT AND MATERIAL ASSISTANCE TO PERSONS IN NEED.

NORTH PENINSULA NEIGHBORHOOD SERVICES CENTER, INC. WILL HEREIN BE REFERRED TO AS "CONTRACTOR".

Contractor is located at 600 Linden Avenue, South San Francisco, California 94080. Operating hours are Monday through Friday, 8:30 am to 12:00 pm and 1:00 pm to 5:00 pm.

Contact information:

Telephone number:

(650) 583-3373

Fax number:

(650) 583-4178

Web page:

www.neighborhoodservices.org

E-mail:

Maggie Cuadros@neighborhoodservices.org

I. CLIENT SERVICES:

The Contractor will provide the following services, supporting activities and related information from July 1, 2001 through June 30, 2002. Services provided are defined by the Human Services Agency in a definition sheet revised as needed with input from the Contractor and other Core Service Agencies.

- A. 3,244 contacts with residents of the County by phone, walk-in or outreach.
- B. 1,500 needs assessments for individuals and/or families.
- C. Emergency material assistance (food, clothing, shelter, and transportation) to 1,000 individuals or families.
- D. Crisis intervention for 100 families or individuals.
- E. Information and referral for 1,000 families and individuals.
- F. Advocacy services for 100 individuals or families.
- G. Financial assessment for 300 individuals or families.
- H. Follow-up services to 500 individuals.
- I. Take applications for housing assistance and other critical needs and determine eligibility for grants to families, seniors and disabled individuals through the Critical Family Needs/ Housing Assistance Fund; submit monthly CFN/HAF reports on individual grants and keep accurate fiscal and case records for the Northern California Grantsmakers. Administration and disbursement of these funds is dependent on availability from the San Francisco Chronicle's Season of Sharing fund raising efforts and Housing Industry Foundation.
- J. Work with other agencies as part of the emergency services network.

- K. Special program services including, but not limited to, PG&E energy assistance, tax assistance, Thanksgiving and Christmas programs and camperships.
- L. Participation in training as it relates to services provided.
- M. Maintenance of reports for on-site County monitoring which reflect activities in this contract for a period of three years.
- N. Coordination of monthly food distribution (Second Harvest Food Bank) at local distribution site.

Effects of Services: Contractor provides a safety net for members of the community in crisis or distress. In addition to one-time assistance, Contractor provides case management to help clients in becoming self-sufficient. Contractor's mission is to improve the quality of life of the poor and disadvantaged in accordance with need and bring about a better understanding and communication between different racial, ethnic, religious, economic and social groups.

II. OUTCOMES:

Contractor will collect and report to County on a quarterly basis data on outcomes of various program activities:

A. Emergency Services

For Emergency Assistance, including: clothing, food, shelter vouchers and transportation, delivery of the service itself will be the outcome.

B. Information & Referral

Three percent (3%) sample of those provided Information & Referral will be recontacted within 10 days to determine if client had contacted referral and if referral satisfied needs.

C. Homelessness Prevention

All Rental Assistance and move-in costs paid will be tracked. Follow-up six months after assistance ended will be made to determine housing status. Client should be informed of follow-up at time of assistance and three stable contact phone numbers of those likely to know client's whereabouts will be collected.

D. Advocacy

For all Advocacy direct contract service provided, record the outcome of the advocacy (e.g. success, lack of success, etc.).

E. Customer Satisfaction

One percent (1%) of all clients to core agency will fill out a customer satisfaction survey. Results of survey will be reported.

F. Other

Other outcome measures as Contractor and other Core Service Providers shall agree on in the course of the contract year.

III. DESCRIPTION OF THE SERVICES ENVIRONMENTS:

Contractor leases space at 600 Linden Avenue in the Old Town area of South San Francisco, close to train and bus service.

Contractor serves all of South San Francisco, San Bruno and Brisbane. All clients are low income. Many of our programs are delivered to hard-to-reach populations.

IV. OTHER CONTRACTOR RESPONSIBILITIES

- A. The Contractor will provide a system, subject to Human Services Agency approval, through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.
- B. The Contractor agrees to keep the San Mateo County Human Services Agency informed on a quarterly basis about its services and activities under this contract, and to accept appropriately referred clients from the San Mateo County Human Services Agency for its contract services as part of its client base.
- C. The Contractor shall establish a procedure, subject to Human Services Agency approval, to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this contract report child abuse or neglect to a child protective agency defined in Penal Code Section 11165(k).
- D. The Contractor shall provide the Human Services Agency with a current budget which clearly states both the program budget and the total agency budget, if different. In addition, the Contractor will maintain all pertinent records and data collection forms that reflect activities listed in this contract for a period of three (3) years.

V. CONFIDENTIALITY

Contractor agrees to require his employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the State Department of Social Service Manual of Policies and Procedures to assure that:

All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this state from the federal government will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such public social services.

No person will publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services.

No person will publish, disclose, or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient.

Contractor agrees to inform all employees, agents, sub-contractors and partners of the above provisions and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.

VI. SERVICE INTEGRATION

A. Working Relationship

Contractor will participate in decision-making on issues that impact on the partnership between the Human Services Agency (HSA) and Contractor. Contractor has final say on Contractor issues not related to state regulations. There should be free communication between HSA and Contractor staff.

<u>Conflict Resolution</u> Contractor and HSA will develop a protocol for conflict resolution. A joint team made up of Core Agency and HSA members will identify areas of potential disagreement and develop ways to resolve.

B. Intake

The standard form used for intake will be the three page Screening and Assessment Tool (C-250). After addressing any emergency needs, if Contractor identifies a client as being eligible for TANF or other HSA services, that client will be referred to HSA staff for further assistance, including use of the Broad Based Evaluation form. If further Core services are needed, HSA staff will refer the client back to Contractor. If the client does not appear eligible for HSA services, then the client remains with Contractor for services.

C. Training

The grant from the David and Lucille Packard Foundation will provide training in change management for Contractor and Board members and will allow the HSA to share its training with Contractor.

D. Family Self-Sufficiency Teams (FSST)

Contractor will continue to be participants in the FSST. Contractor staff may be primary case managers for FSST's, where they have the requisite training and experience.

E. Financial/Potential Modifications

HSA will evaluate the need for increased funding for Contractor and the other Core Agencies and advocate adjustments as appropriate to their contract.

Quarterly, HSA and Contractor will evaluate changes in the volume of clients seeking and receiving services with Contractor, determining if volume increase is due to welfare reform, or due to the screening and assessment process. If changes in staffing or resources are indicated, HSA will seek to respond in the next fiscal year or sooner if possible. If extreme variations occur during contract period, non-budgetary adjustments may be agreed to.

F. Entry of Client Data

All clients who walk in the door of Contractor will have their data entered into the SMART database, at various levels:

Mutual clients (HSA and Contractor) and those who consent, will have all Screening and Assessment (SAT) data entered into SMART.

All other clients will have the required SMART entries entered into SMART (name, date of birth and sex)

Exceptions are undocumented clients unknown to HSA and those persons who do not consent to have their data entered into SMART.

Contractor will explain to clients the benefits of having their demographic information entered into SMART and shared with HSA, and will encourage all clients to consent to have the information shared with HSA.

G. Technology

Contractor will work with HSA on an ongoing basis on technological issues with SMART and other systems. The SMART system has safeguards to protect the confidentiality of sensitive information and is secure.

HSA will supply SMART connectivity to Contractor, including all monthly and annual on-line charges.

H. Feedback

Within five working days from when Contractor refers a client to HSA, Contractor will receive feedback on the disposition of the client. The feedback mechanism will be developed by HSA with Contractor input.

I. Evaluation

HSA and Contractor, with the assistance of an HSA Research and Evaluation Specialist, will develop appropriate measures to assess the impact of welfare reform and SUCCESS on the Core Service Agencies.

VII. SUPPORTING ACTIVITIES:

North Peninsula Neighborhood Services Center, Inc. receives funds from the City of South San Francisco, the City of San Bruno and other sources to help support social services activities. In addition to social services, North Peninsula Neighborhood Services Center, Inc., as a multi-service agency, offers the following activities to the community:

Community Outreach and Education consists of such programs as the Medical Outreach and Education program funded by the Health Plan of San Mateo, the Disaster Readiness program funded by the United Way, the electrical Restructuring Education program funded by the State of California and the Family Support Outreach program funded by the San Mateo County Office of the District Attorney. All four programs are designed to reach the low income Latino population throughout San Mateo County.

Home repair and painting - North Peninsula Neighborhood Services Center, Inc. provides minor home repair and exterior home painting at no cost to low income residents of the County. The County and the cities of Daly City, Redwood City, San Mateo and South San Francisco fund these services.

Outreach, Marketing and Publicity

- Brochures and flyers describing social service programs
- · Public service announcements and press releases
- Web page at www.neighborhoodservices.org
- Mailings to the community
- Presentations to other non-profit agencies, community groups and service organizations
- Distribute information about services at community fairs

Resource Development

- Holiday program solicitation for funds to previous donors and local businesses
- Annual fundraising campaign
- Funds requested from the cities served
- Foundations approached for emergency assistance funds

Program Evaluation

- Program participants and the community provide feedback on services
- Public service announcements and press releases

Education and Training

- All staff are encouraged to pursue courses for career development
- On the job training is offered on procedures, use of computers and other skills
- Off site group training is also conducted

Community Collaboration

- Participate in inter-agency groups such as North County Service Providers
- Attend community meetings with cities, business and community leaders
- Coordinate outreach for the county-wide voice mail system for the homeless

Contractor Responsibilities Relating to the County's OBM Initiative:

Contractor shall 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.

In full consideration of the services provided by the Contractor pursuant to this Agreement, County shall pay the Contractor according to the payment schedule described below on a monthly basis with a reconciliation of the payments and expenditures, not to exceed \$112,993.

1st Quarter (July-September, 2001)	\$28,249
2nd Quarter (October-December, 2001)	\$28,248
3rd Quarter (January-March, 2002)	\$28,248
4th Quarter (April-June, 2002)	\$28,248

The County shall pay the Contractor within thirty (30) working days following receipt of invoice at the rate of payment set forth in above pursuant to the criteria set forth in Exhibit A of this Agreement.

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

Agency shall

- 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.
- Provide reimbursement for the cost of contractor staff time spent attending OBM meetings, training sessions, and technical assistance events held or required by HSA at a rate not to exceed \$ 50 / hour. Application for reimbursement must be made in accordance with eligibility criteria and procedures set forth in OBM Implementation Guidelines.

This reimbursement is over and above the amount specified as "Maximum Amount" in Clause 4A of this Agreement. A Reimbursement Request form will be provided to you by HSA.

The Contractor: (check a or b)

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.

a.	employs fewer that 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.	
	Name of 504 Person (type or print)	
I certif	that the above information is complete and correct to the best of my knowledge.	
Date:_	6/22/01 By D. Cuadres EXECUTIVE Signature & Title of Authorized Official DIRECTO	K

* 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".

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 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,

PROGRAM SPECIFIC REQUIREMENTS HOUSING & COMMUNITY DEVELOPMENT

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 multifarnily 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

PROGRAM SPECIFIC REQUIREMENTS HOUSING & COMMUNITY DEVELOPMENT

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 <u>and</u> 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.

PROGRAM SPECIFIC REQUIREMENTS HOUSING & COMMUNITY DEVELOPMENT

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

NORTH PENINSULA NEIGHBORHOOD SERVICES CENTER

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

MAGGIE CUADROS Name (please print)

EXECUTIVE DIRECTO
Title (please print)

Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

ı	Vendor Identification		
-		NORTH PENINSULA NEIGHBOR	HOODSERII
	Contact Person:	MAGGIE CHADEOS	
	Address:	600 LINDEN AVENUE	
		SOUTH SAN FRANCISCO CA	94080
	Phone Number: (6	50) 583-3373 Fax Number:(650) 3	583-4178
	Employees		
	Does the Contractor ha	ave any employees? Yes No	
	Does the Contractor pr	rovide benefits to spouses of employees? 🗹 Yes	No
Ш	Equal Benefits Comp	liance (Check one)	
	its employees with Yes, the Contractor employees in lieu of No, the Contractor	does not comply. nder a collective bargaining agreement which began o	igible
IV	Declaration		
		of perjury under the laws of the State of California the that I am authorized to bind this entity contractually.	at the foregoing
	Executed this // day	of June, 2001 at Routh Dan Fran (City)	eiseo, Ca
((,)	(Otale)
	EXECUTIVE DIA Title	Name (please print) RECTOR 94-3398941 Contractor Tax Identification Number	-

COUNTY OF SAN MATEO MEMORANDUM

DATE:

TO:

June 4, 2001

Priscilla Harris Morse, Risk Management

FROM:	Norman Pasco FAX <u>802-5049</u>	oe, HCD P	Specialist, Office of ONY <u>HSA 209</u>	of Housing		
SUBJECT:	Contract Insu	rance Ap	pproval			
CONTRACT	OR NAME:	North P	eninsula Neighbor	hood Services Ce	nter	
DO THEY T	RAVEL:	No				
PERCENT O	F THE TIME:	N	I/ A			
DUTIES (SPI	ECIFIC):	Core Ser Housing	rvices Agency Revitalization Pro	ogram		
COVERAG	E :		Amount	Approve	Waive	Modify
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Motor Vehic	cle Liability					
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POLICY NUMBER:

PHPG123627

COMMERCIAL GENERAL LIABILIT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

SAN MATEO COUNTY OFFICE OF HOUSING 262 HARBOR BLVD BELMONT, CA 94002-4017

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



P.O. BOX 807, SAN FRANCISCO,CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-24-00

POLICY NUMBER: 0607596 - 00 CERTIFICATE EXPIRES: 10-24-01

COUNTY OF SAN MATEO-HOUSING DIVISION ATTN: NORMAN PASCOE 262 HARBOR BLVD. BELMONT, CA 94002

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days' advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 00 PER DECURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10/24/00 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

LEGAL NAME

NORTH PENINSULA NEIGHBORHOOD SERVICES CENTER, INC. BOO LINDEN AVE SO. SAN FRANCISCO CA 94080 NORTH PENINSULA NEIGHBORHOOD SERVICES CENTER, INC. (A NON-PROFIT CORP.)