

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

HIP HOUSING

**FOR OPERATION OF THE SELF-SUFFICIENCY PROGRAM FOR THE MONTHS OF
AUGUST 1, 2002 THROUGH JUNE 30, 2003**



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

**AGREEMENT BETWEEN COUNTY OF SAN MATEO ("County"),
AND
HIP HOUSING ("Contractor"),
FOR OPERATION OF THE SELF-SUFFICIENCY
PROGRAM FOR THE MONTHS OF AUGUST 1, 2002
THROUGH JUNE 30, 2003**

THIS AGREEMENT is made and entered into this _____ day of _____, 2002, by and between the County and Contractor as named above.

WITNESSETH

WHEREAS, Contractor administers the Self-Sufficiency Program (SSP), which assists very low-income households to transition to economic self-sufficiency and gainful employment, by providing case management services and various housing assistance options; and

WHEREAS, Contractor's housing assistance options include shared housing living arrangements and time-limited shallow housing scholarships for up to two years for independent living; and

WHEREAS, the County Housing Authority administers the pilot Moving to Work Program, which offers Section 8 housing vouchers for up to five years; and

WHEREAS, Clients of Contractor who are eligible to receive housing scholarships through the SSP are also eligible to receive Section 8 vouchers through the Moving to Work Program; and

WHEREAS, Contractor and the County Office of Housing have negotiated to transition Contractor's SSP clients from receipt of housing scholarships to receipt of Section 8 vouchers under the Moving to Work Program; and

WHEREAS, in connection with this transition of Contractor's SSP clients to the Moving to Work Program, the County intends to continue funding the program services component of the SSP, but to reduce funding for the housing scholarship component of the SSP;

NOW, THEREFORE IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

<u>CONTRACT AMOUNT</u>	\$194,100.00	<u>CONTRACT TERM</u>	Start Date : August 1, 2002
			End Date : June 30, 2003
<u>COUNTY REPRESENTATIVE</u>		<u>CONTRACTOR REPRESENTATIVE</u>	
Steve Cervantes		Judy Gaither, Executive Director	
Director Office of Housing		HIP Housing	
262 Harbor Blvd., Bldg A		364 So. Railroad Av.	
Belmont, CA 94002		San Mateo, CA 94401	
(650) 802-5050	Fax: (650) 802-5049	650 348-6660	Fax: 650 348-0284

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: Equal Benefits Compliance Declaration

In the event there is a conflict between the language in this Agreement and that in the Exhibits, the language in the Exhibits shall 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, Contractor, under the general direction of the Director of Human Services (the "Director"), or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A.

4. **PAYMENTS**

A. **Maximum Amount.** 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 \$194,100.00.

B. **Method and Rate of Payment.** The method and rate of payment shall be as specified in Exhibit B. Any increase in the rate of payment is subject to the approval of the Director 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 or her representative.

C. **Time Limit for Submitting Invoices.** 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 than ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds.** Payment for all services provided pursuant to this Agreement are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not, as determined by the Director, 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 at any time due to the 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 of 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 being, 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, or on account of: (A) injuries to or death of any person, including Contractor; (B) damage to any property of any kind whatsoever and to whomever belonging; or (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 7 has been obtained and such insurance has been approved by the Director, and Contractor shall use all reasonable 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' advanced 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 coverage as required by the California Labor Code. 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 all such policies of insurance required under this Agreement, 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 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 or terminate the 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 of the Rehabilitation Act of 1973 (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 Agreement.

(2) Contractor understands and agrees that compliance with Section 504 of the Rehabilitation Act, requires that all benefits, aids and services be made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor agrees to: a) sign the Letter of Assurance, attached and incorporated herein as Exhibit C; or b) develop 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 other non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which, among other things, prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

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.

D. Penalty for Violation of the Non-Discrimination Provisions. Violation of the non-discrimination provisions contained in this Section of this Agreement shall be considered a material breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, at his sole discretion, including but not limited to any or all of the following:

- (1) Termination of this Agreement;
- (2) Disqualification of the Contractor from bidding on or being awarded future County contract for a period of up to 3 years from the date of such breach;
- (3) Liquidated damages of up to \$2,500 per violation;
- (4) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

- (1) Examine Contractor's employment records with respect to compliance with this Section of this Agreement;
- (2) Set off all or any portion of the amount described in this Section of this Agreement against amounts due to Contractor under the Agreement or any other agreement 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 or the filing by any person of any and all charges with the United States Equal Employment Opportunity Commission, the California Fair Employment and Housing Commission or any other entity charged with the investigation of allegations of discrimination 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 any complaint when filed.

9. CHILD ABUSE PREVENTION 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 Agreement who are required 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 not required 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 Agreement 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.

10. ASSIGNMENT AND SUBCONTRACT

- A. Without the written consent of the Director or her representative, this Agreement is not assignable in whole or in part. Any assignment of this Agreement by Contractor without the written consent of the Director or her authorized representative violates this and shall be considered a breach of the Agreement and the County may, at its option terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement without the written consent of the Director or her authorized representative.
- C. All assignees, subcontractors, or consultants approved by the Director 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.

11. 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, regulations, and ordinances, 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 five (5) years from the termination date of this Agreement, or until audit findings, if any, are resolved, whichever time period is greater.

12. COMPLIANCE WITH APPLICABLE LAWS

All services performed under this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, and quality assurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. MONITORING

All services performed and payments made pursuant to this Agreement shall be monitored according to the protocols set forth in Exhibit D.

14. PROGRAM SPECIFIC REQUIREMENTS

Program specific requirements are contained in Exhibit E.

15. 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.

16. 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 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, and the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

17. 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.

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

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

HIP Housing

By: JUDITH GATHER EXEC. DIRECTOR
Print Name & Title

Judith Gather
Signature

Date: 7/8/02

Tax ID #: 94-2154614

Exhibit A - Page 1
PROGRAM/PROJECT DESCRIPTION

1. Summary of Activities

Funding provided under this Agreement shall be used by Contractor to administer the Self-Sufficiency Program (SSP). This program provides housing resources and supportive services to extremely low income families as defined by regulations promulgated by the United States Department of Housing and Urban Development (HUD), many living at welfare-level. The mission of SSP is to create stability for clients in order to promote job achievement, retention and advancement through the provision of housing resources and supportive services, thereby enabling participants to reach and maintain self-sufficiency. Clients accepted into SSP may either enter HIP-owned or managed shared housing, which provides Section 8 rental vouchers to these participants, or receive housing scholarships for independent living.

Funding provided under this Agreement shall be applied specifically as follows: (a) program delivery services, including case management to all SSP clients; and (b) housing scholarships to clients currently receiving housing assistance under the Housing Opportunities Program (HOP) and Next Step. (Both HOP and Next Step are structured as time-limited shallow rental subsidies. HOP scholarships are limited to 12 months; Next Step scholarships are second-year housing subsidies approved in increments of three(3) months, for a 12-month maximum.) Clients currently entering SSP after this Agreement comes into effect, shall not receive housing scholarships under HOP or Next Step without County approval.

SSP clients receiving HOP and Next Step scholarships may continue to receive scholarships under the terms and conditions of SSP until the clients can be transitioned to receiving Section 8 vouchers under the Moving to Work Program. It is acknowledged that the timing to achieve effective transitioning from HOP/Next Step to Section 8 Moving to Work is largely dependent on the current clients' landlords' acceptance of Section 8 program vouchers and their completion of necessary contracting and other activities required for landlord participation in the program. Contractor shall work with all due diligence to transition SSP clients currently receiving HOP and Next Step scholarships to Section 8 voucher assistance under the Moving to Work Program.

New clients entering SSP shall participate in either the shared housing program or be referred to the Moving to Work Program for Section 8 housing vouchers. Case management and other supportive services shall be provided to all SSP clients, as necessary.

During the term of this Agreement, Contractor and County Office of Housing shall continue to work in good faith to effectively blend mutual goals of SSP and the Moving to Work Program in the best interests of the clients.

3. Contractor Responsibilities

Contractor shall perform the following activities in support of the SSP:

Exhibit A - Page 2
PROGRAM/PROJECT DESCRIPTION

- a. Program marketing, evaluation and selection of participants, case management, life-skills training; develop and maintain the mentoring program, and other necessary functions to effectively carry out the program.
- b. Establish a goal of 48 new participants to be selected to participate in SSP, which may include having clients live in HIP-owned or managed shared housing or making successful referrals to the Moving to Work Program for Section 8 vouchers.
- c. Quarterly performance reports, described below.
- d. Perform follow-up of clients for at least 12 months after graduation from SSP.
- e. Review rental leases, negotiate with landlords, inspect units for habitability, as necessary.

4. Demographic Information of Housing Scholarship Recipients

On a quarterly basis, Contractor shall provide County with certain demographic information regarding SSP participants, both those residing in HIP owned/managed shared housing and those receiving housing scholarships or Moving to Work Section 8 vouchers.

The quarterly report shall include the following information: Number of applicants; number of clients currently participating in shared housing, HOP/Next Step, and Moving to Work; race/ethnicity of household head; percent of median income of client upon entering program; size of household; number of graduates of SSP; number of withdrawals and terminations; number of clients that have achieved "self-sufficiency" after graduation, based on an operational definition to be agreed upon between County and Contractor.

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

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

5. Responsibilities Relating to County's OBM Initiative

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

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- Participating in a review of performance and outcome information;

Exhibit A - Page 3
PROGRAM/PROJECT DESCRIPTION

- Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

County, through the Human Services 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.

Exhibit B - Page 1
METHOD AND RATE OF PAYMENT TO CONTRACTOR

County Disbursement of Funds

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

Contractor shall submit payment requests to the County no later than the 15th of each month. Requests for rental assistance payment shall be made as advances, that is, for the month following month in which payment request is submitted (except that requests made in August may be for rental assistance for the months of August and September). No payment shall be made unless Contractor certifies in writing that the payments are proper and that all funds to be expended are on behalf of and exclusively for rental assistance. Total payments by County for rental assistance shall not exceed \$70,170.

Payment for program service delivery costs shall be made for the current month in which payment request is submitted. Program service delivery costs payment shall be made in eleven (11) equal monthly installments for the period August 1, 2002 through June 2003, not to exceed \$123,930, or \$11,266.36 per month. Contractor shall further certify in writing what specific activities have been performed. The County reserves the right to verify that such activities have occurred prior to making payment to Contractor.

Exhibit C - Page 1
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.

JUDITH GAITHER
Name of 504 Person (type or print)

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

Date: 7/8/02

By: Judith 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

Exhibit D - Page 1
PROGRAM MONITORING

Contractor shall provide to County on demand, all requested income and demographic data about the recipients of services under this Agreement. 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, the United States Department of Housing & Urban Development ("HUD"), the Comptroller General of the United States, or any other relevant monitoring agencies, or successor agencies, 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, 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".

Equal Benefits Compliance Declaration

I Vendor Identification

Name of Contractor: HIP HOUSING
Contact Person: Judy Gaither, Executive Director
Address: 364 So. Railroad Av. San Mateo, CA 94401
Phone Number: 650 348-6660 Fax Number: 650 348-0284

II Employees

Does the Contractor have any employees? [X] Yes ___ No

Does the Contractor provide benefits to spouses of employees? ___ Yes [X] No

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on ___ (date) and expires on ___ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 8 day of July, 2002 at San Mateo, CA (City) (State)

Judy Gaither Signature

JUDITH GAITHER Name (please print)

Executive Director Title

94-2154614 Contractor Tax Identification Number



COUNTY OF SAN MATEO - OFFICE OF HOUSING
Housing, Community Development & Homelessness
262 Harbor Blvd. Bldg. A Belmont, CA 94002 650-802-5050 Fax 650-802-5049

MEMORANDUM

To: Priscilla Harris Morse, Risk Management

Date: July 16, 2002

Re: Contract Insurance Approval/Waiver

CONTRACTOR NAME: HIP HOUSING

DO THEY TRAVEL: No PERCENT OF THE TIME: N/A

DUTIES (SPECIFIC): Self-Sufficiency Program
Homesharing Program

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ 1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse
RISK MANAGEMENT SIGNATURE

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

From the desk...
Norman Pascoe, Housing & Community Development Specialist/Homeless Services
voicemail: (650) 802-5008 email: npascoe@co.sanmateo.ca.us
Pony HSA209 fax: (650) 802-5049

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

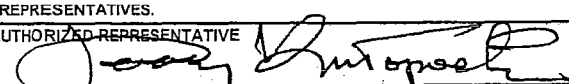
INSURER A: Nonprofits' Insurance
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

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	2002-01930-NPO	06/30/02	06/30/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
A	<input checked="" type="checkbox"/> Misc Professional	2002-01930-NPO	06/30/02	06/30/03	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY	2002-01930-NPO	06/30/02	06/30/03	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 type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<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	200-01930-UMB-NPO	06/30/02	06/30/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
					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 SERVICES AGENCY HOUSING DIVISION SCOTT COE, HCD SPECIALIST 262 HARBOR BLVD. BELMONT CA 94002		HUMAN-1	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.
			AUTHORIZED REPRESENTATIVE 

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID GA
HUMAN-2

DATE (MM/DD/YY)
05/23/02

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.
 Housing Assn for the Needy and
 Dispossessed, Inc.
 HIP-Edgewater Isle, Inc
 Ms. Judy Gaither
 364 So. Railroad Avenue
 San Mateo CA 94401

INSURER A: Clarendon National Ins. Co.
 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
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE \$
	DEDUCTIBLE \$				\$
	RETENTION \$				\$
W	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCXL1187	04/01/02	04/01/03	X WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$ 1000000
					E.L. DISEASE - EA EMPLOYEE \$ 1000000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 *10 Day Notice of Cancellation for Non-payment of Premium"

CERTIFICATE HOLDER	N	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
County of San Mateo Human Svc Agency Housing Dev SCOTT COE, HCD SPECIALIST 262 HARBOR BLVD. BELMONT CA 94002		HUMAN-1	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.
			AUTHORIZED REPRESENTATIVE 