

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

SAMARITAN HOUSE

Operation of Safe Harbor as San Mateo County Homeless Shelter



HSA Contact Person:
Rosa Mendoza
HCD Specialist III
802-5037

AGREEMENT BETWEEN COUNTY OF SAN MATEO ("County"),
AND
SAMARITAN HOUSE ("Contractor"),
Operation of Safe Harbor as San Mateo County Homeless
Shelter

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the County and Contractor as named above.

WITNESSETH

WHEREAS, On May 6, 2003, the Board of Supervisors approved the Community Development Block Grant (CDBG) funding for FY 2003-04 which included funding for activity described in this Agreement; and

WHEREAS, Samaritan House is a community based non-profit organization offering, among other things emergency and transitional housing services to San Mateo County residents through its Safe Harbor Program facility located in South San Francisco; and

WHEREAS, the County desires to continue to provide funding support to Contractor by obligating \$100,000 in Community Development Block Grant (CDBG) funds, \$300,000 in County General Funds and \$24,000 in Center for Substance Abuse Treatment funds (CSAT) for emergency, transitional shelter and support services for homeless individuals; and

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

<u>CONTRACT</u>	<u>CONTRACT TERM</u>
<u>AMOUNT</u> \$424,000	Start Date : July 1, 2003
	End Date : June 30, 2004

COUNTY REPRESENTATIVE

Steve Cervantes
Director Office of Housing
262 Harbor Blvd., Bldg A
Belmont, CA 94002

CONTRACTOR REPRESENTATIVE

Kitty Lopez
Executive Director
1515 South Claremont Street
San Mateo, CA 94402

(650) 802-5050 Fax: (650) 802-5049 (650) 341-4081 Fax: (650) 341-0526

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

Exhibit F: 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. **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.

3. **PAYMENTS**

A. **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 \$424,000.

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 3A 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.

4. 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.

5. 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 this Agreement [including any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all federal regulations promulgated thereunder], 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.

6. 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 6 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.

7. 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 - Equal Opportunity.** 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.

8. 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.

9. 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.

10. 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 policies, and to the extent necessary to ensure compliance with applicable laws, rules, regulations, and policies, all records and documents relating to the performance of the 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.

11. 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 for bonding and insurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. MONITORING

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

13. 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.

14. 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. 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.

15. 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: Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

SAMARITAN HOUSE

By: Kitty Lopez, Executive Director
Print Name & Title

Kitty Lopez
Signature

Date: June 5, 2003

EXHIBIT A
PROGRAM/PROJECT DESCRIPTION

Note: There are two shelter programs: **A. The Emergency Shelter Program**, and **B. The Transitional Housing Program**

A. Emergency Shelter Program

During the term of this Agreement, Contractor's Safe Harbor shall provide 30 Emergency beds. Clients who enter into the emergency shelter program shall be eligible to reside at the shelter for up to 60 days. Upon entry the client must meet with a shelter staff to complete an intake form. The client must accept to follow the shelter rules and will be given an appointment to meet with the shelter case manager. The clients in the emergency shelter will have access to a shelter case manager. Contractor shall ensure that clients are provided with case management, training, job search assistance, substance abuse treatment, and physical and mental health services. Contractor shall ensure that all clients develop an individualized case plan that will focus on helping them move to a more stable residence such as a transitional housing program, a substance abuse treatment program or their own apartment.

Intake Procedure

When the client arrives, the Safe Harbor line staff will conduct the initial assessment and will complete an intake form for the client. The intake form will cover the following information: basic demographic data, history of homelessness, income information, health status, substance use, and a release of information. The client shall be required to meet with the case manager to design an individualized case plan.

Availability Criteria/Length of Stay:

Emergency beds shall be available on a day-to-day basis for San Mateo County homeless adult men and women and shall be secured through the use of vouchers distributed daily by the core referral agencies. Applicants will be permitted to arrive at the Shelter between 5:30 p.m. to 7:00 p.m. Arrivals after 7 p.m. must have prior approval.

Contractor shall provide clients residing in the Emergency Shelter program will be given an opportunity to receive case management services from Safe Harbor shelter's case manager. Length of stay for emergency shelter program is from 1 to 60 days and is determined by progress on the clients' individualized case plan, contract compliance, and adherence to shelter rules. This plan may include returning to permanent housing, entering to Safe Harbor Transitional Housing program, or entering another designated program such as Project 90 or other Transitional Housing shelters. Extensions to the length of stay shall be considered on a case by case basis in the event that there is a waiting list for the transitional beds or other valid reason to consider an extension.

Clients who fail to develop and follow their individualized case plan will be required to vacate Safe Harbor. Contractor shall ensure that clients required to vacate Safe Harbor are afforded the opportunity to appeal their dismissal to the Manager or to the Program Director. Clients may be required to vacate for failure to develop a case plan will have to wait 30 days to reapply. Clients required to leave for rules violations must also wait 30 days to reapply.

EXHIBIT A
PROGRAM/PROJECT DESCRIPTION

Contractor Participation

- Contractor shall participate in planning and utilization of the Homeless Management Information System (HMIS) as it is developed.
- Contractor shall participate with the County in the developing and implementing standards for shelter operations and standard responsibilities for building operations.

Drug and Alcohol Policy:

Clients with active drug and alcohol problems are encouraged to come to Safe Harbor. However, once the client is admitted he/she will be required to develop with his/her case manager an individualized case plan. The client will then be required to adhere to his/her case plan in order to continue to reside at Safe Harbor.

Operation Hours:

All Safe Harbor clients shall be required to leave the shelter by 7 a.m. Only clients participating in the Project Hope substance abuse treatment program are allowed to remain at the shelter during the week days. Clients residing in either the shelter or transitional housing program are permitted to return to Safe Harbor after 5:30 p.m. Safe Harbor residents shall not be permitted on site until after 5:30 p.m.

Curfew:

Curfew for Safe Harbor clients is 7 p.m. If a client works or attends meetings, he/she needs to show verification and must get prior approval from their Case Manager.

EXHIBIT A
PROGRAM/PROJECT DESCRIPTION

B. Transitional Housing Program

During the term of this Agreement, Contractor's Safe Harbor shall provide 60 Transitional beds. The case plan will include steps the clients need to follow to become self sufficient. Clients in the transitional housing program will be provided with the support and the resources that is needed to help them become self sufficient.

Intake Procedure

When the client arrives, the Safe Harbor line staff will conduct the initial assessment and will complete an intake form for the client. The intake form will cover the following information: basic demographic data, history of homelessness, income information, health status, substance use, and a release of information. The client shall be required to meet with the case manager to design an individualized case plan. The client will be allowed to stay in the Transitional program up to six months provided that he/she follows the shelter rules and is actively following his/her case plan.

Availability Criteria/Length of Stay:

Transitional beds are available on a referral basis for San Mateo County homeless adult men and women. Referrals to the transitional program will be accepted on the basis of the applicant's willingness and ability to develop and follow an individualized case plan.

Contractor shall insure these clients have access to a transitional housing case manager. With their case manager these clients will be required to develop an individualized case plan. This plan may include the following: joining a substance abuse treatment program, job training, or job search. Each plan will have measurable steps that the client can take towards their goals. The final goal is moving into a more stable living situation, such as permanent housing, supportive housing, or a residential substance abuse treatment program.

The maximum length of stay for clients in the transitional housing program shall be six months and shall be determined by progress on the clients' case management plan, contract compliance, and adherence to the program rules. Extensions to the length of stay shall be considered on a case by case basis. Clients who fail to develop and follow their case plan will be asked to leave program. Clients who do not follow their case plan may appeal their discharge to the Program Director. Clients who have been asked to leave for failure to develop a case plan will have to wait 30 days to reapply. Clients who have been asked to leave for rules violations must also wait 30 days to reapply.

Contractor Participation

- Contractor shall participate in planning and utilization of the Homeless Management Information System (HMIS) as it is developed.
- Contractor shall participate with the County in the developing and implementing standards for shelter operations and standard responsibilities for building operations.

EXHIBIT A
PROGRAM/PROJECT DESCRIPTION

Drug and Alcohol Policy:

Clients with active drug and alcohol problems are encouraged to come to Safe Harbor. However, once the client is admitted he/she will be required to develop with his/her case manager an individualized case plan. The client will then be required to adhere to his/her case plan in order to continue to reside at Safe Harbor.

Operation Hours:

All Safe Harbor clients shall be required to leave the shelter by 7 a.m. Only clients participating in the Project Hope substance abuse treatment program are allowed to remain at the shelter during the week days. Clients residing in either the shelter or transitional housing program are permitted to return to Safe Harbor after 5:30 p.m. Safe Harbor residents shall not be permitted on site until after 5:30 p.m.

Curfew:

Curfew for Safe Harbor clients is 7 p.m. If a client works or attends meetings, he/she needs to show verification and must get prior approval from their Case Manager.

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 measurement systems;
- 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;
- Providing reports of performance and outcome information;
- 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
METHOD AND RATE OF PAYMENT TO CONTRACTOR

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 quarterly basis, not to exceed \$424,000.

1st Quarter (July-September, 2003)\$106,000

2nd Quarter (October-December, 2003)\$106,000

3rd Quarter (January-March, 2004).....\$106,000

4th Quarter (April-June, 2004).....\$106,000

The County shall pay the Contractor within thirty (30) working days following receipt and approval of invoice by the Director of the Office of Housing or his designee at the rate of payment set forth in above pursuant to the criteria set forth in Exhibit A of this Agreement.

Exhibit C
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.

Name of 504 Person (type or print)

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

Date: _____

By: _____
Signature & Title of Authorized Official

* DHHS regulations have provided that if a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with the facility accessibility regulations other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible

Exhibit D
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 12 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".

Exhibit E
PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT

1. BREACH OF AGREEMENT

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. AGREEMENT 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 County, no member of the County's 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

Federal 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. Federal 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.

Exhibit E
PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT

5. INFLUENCING PROHIBITED

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

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 shall be responsible for ensuring compliance with all applicable Federal laws and regulations as set forth in 24 CFR §§570.600-612:

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 (i.e., design issues, State accessibility requirements will prevail if they are stricter than federal requirements.)

Exhibit E
PROGRAM SPECIFIC REQUIREMENTS
HOUSING & COMMUNITY DEVELOPMENT

C. Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services, programs or benefits supported by Federal funds.

D. Rehabilitation Act of 1973, Section 504, which prohibits discrimination against otherwise qualified handicapped persons in the provision of programs, facilities and employment supported by Federal funds.

In the case of multifamily rental housing, projects of five or more units must be designed and constructed to be readily accessible to and usable by persons with disabilities. For new construction involving five or more units, and substantial rehabilitation projects of 15 or more units (with substantial rehabilitation defined as rehabilitation costs representing 75 percent or more of the replacement costs of the completed facility), the following requirements must be followed - a minimum of 5 percent of the dwelling units must be accessible to individuals with mobility impairments and an additional 2 percent accessible to individuals with sensory impairments. At the minimum, one unit shall be made accessible to mobility-impaired individuals and one unit accessible to sensory impaired individuals. When less than substantial rehabilitation is undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum 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 on any portion of a 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 in which the area is located is participating in the National Flood Insurance Program.

G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for relocation assistance for any family, individual, business, non-profit organization or farm displaced as a result of acquisition of property with federal funds.

H. Executive Order 11246, amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts.

I. Housing and Urban Development Act of 1968, Section 3, which requires that, in the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible, opportunities for training and employment be given to low and moderate income persons residing within the unit of local government in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government as the project.

J. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance.

7. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

B. Contractor, if a non-profit organization, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations, OMB Circular A-133 Audits of State, Local Governments and Non-Profit Organizations", and applicable Attachments to OMB Circular No. A-110, as set forth in 24 CFR §570.502(b).

C. The CFDA # for the entitlement programs to which this applies are as follows:

- 1) Community Development Block Grant (CDBG): 14.218
- 2) Emergency Shelter Grant (ESG): 14.231
- 3) HOME Investment Partnership (HOME): 14.239
- 4) McKinney Supportive Housing: 14.235

Exhibit F

Equal Benefits Compliance Declaration

I Vendor Identification

Name of Contractor: SAMARITAN HOUSE
Contact Person: Kitty Lopez
Address: 1515 South Claremont Street
San Mateo, CA 94402
Phone Number: (650) 341-4081 Fax Number: (650) 341-0526

II Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes No

III Equal Benefits Compliance (Check one)

- 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 day of , 2003 at (City) (State)

Signature Name (please print)
Title

**SAN MATEO COUNTY
MEMORANDUM**

DATE: May 22, 2003
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Carla Damante FAX: 596-3478 PONY: HSA 210
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Samaritan House

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: This is for an Agreement with Samaritan House for the operation of Safe Harbor as a San Mateo County Homeless Shelter for the period July 1, 2003 to June 30, 2004.

The following will be completed by Risk Management:

INSURANCE 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"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
REMARKS/COMMENTS:				

Priscilla Morse
Risk Management Signature

5-22-03
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 05/21/2003
PRODUCER (650)341-4484 FAX (650)341-4465 Business Professional Ins. Assoc. Inc. 1519 South B Street San Mateo, CA 94402	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 Samaritan House 401 N. Humboldt Street San Mateo, CA 94401	INSURER A: State Compensation 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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																				
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1699-635-02	10/01/2002	10/01/2003	<table border="0" style="width:100%;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 15%;">WC STATUTORY LIMITS</td> <td style="width: 10%;"></td> <td style="width: 10%;">OTHER</td> <td style="width: 60%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td>\$</td> <td></td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> <td></td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> <td></td> <td style="text-align: right;">1,000,000</td> </tr> </table>	X	WC STATUTORY LIMITS		OTHER			E.L. EACH ACCIDENT	\$		1,000,000		E.L. DISEASE - EA EMPLOYEE	\$		1,000,000		E.L. DISEASE - POLICY LIMIT	\$		1,000,000
X	WC STATUTORY LIMITS		OTHER																						
	E.L. EACH ACCIDENT	\$		1,000,000																					
	E.L. DISEASE - EA EMPLOYEE	\$		1,000,000																					
	E.L. DISEASE - POLICY LIMIT	\$		1,000,000																					
	OTHER																								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Proof of Insurance.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
City of San Mateo The City Clerk's Office Attn: Carla 330 West 20th Avenue San Mateo, CA 94403-1388		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE Peter Kelly/DOM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2003

PRODUCER (415)898-1600 FAX (415)898-3922
Anixter & Oser
License 0381547
205 San Marin Dr
Novato, CA 94945-1227

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.

INSURED Samaritan House
1511-1515 S Claremont
San Mateo, CA 94401

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits Insurance Alliance	
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 ADD'L TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	2003 02280NPO	03/01/2003	03/01/2004	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	2003 02280NPO	03/01/2003	03/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUS: <input type="checkbox"/> OTH- TORY LIMITS: <input type="checkbox"/> ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

Certificate holder is named as additional insured per form CG 2026

*Exception is 10-day notice of cancellation for non-payment of premiums

CERTIFICATE HOLDER

San Mateo County
c/o Office of the Homeless
Attn: Becky Thurston
262 Harbor Blvd., Bldg A
Belmont, CA 94002

CANCELLATION

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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, its officers, directors, agents and employees.

(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.

This Insurance shall be primary but only to the extent of liability resulting from occurrences arising out of negligence of *the named insured* and/or its wholly owned subsidiaries.

This insurance shall not be canceled before the expiration date without giving the additional insured named above 30 days notice of cancellation except for 10 day notice of cancellation for non-payment of premiums.