

**AGREEMENT BETWEEN**  
**COUNTY OF SAN MATEO**  
**AND**  
**HUMAN INVESTMENT PROJECT (HIP HOUSING)**  
**FOR**  
**OPERATION OF THE SELF-SUFFICIENCY PROGRAM AND**  
**THE HOME SHARING PROGRAM**

**For the period of**

**7/1/2003**  
**to**  
**6/30/2004**

Contact Person: Norman Pascoe  
Telephone number: (650) 802-5008

**AGREEMENT BETWEEN COUNTY OF SAN MATEO AND HUMAN INVESTMENT PROJECT (HIP HOUSING) ("Contractor"), FOR OPERATION OF THE SELF-SUFFICIENCY PROGRAM AND THE HOME SHARING PROGRAM**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the Human Investment Project (HIP Housing), hereinafter called "Contractor".

**WITNESSETH:**

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

**WHEREAS**, it is necessary and desirable that Contractor be retained for the purpose of providing for the operations of the Self-Sufficiency Program and the Home Sharing Program.

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

		<b><u>CONTRACT TERM</u></b>	
<b><u>CONTRACT AMOUNT</u></b>	S313,000	<b>Start Date :</b>	July 1, 2003
		<b>End Date :</b>	June 30, 2004
<b><u>COUNTY REPRESENTATIVE</u></b>		<b><u>CONTRACTOR REPRESENTATIVE</u></b>	
Steve Cervantes		Judy Gaither	
Director, Office of Housing		Executive Director, HIP Housing	
262 Harbor Blvd., Bldg. A		364 South Railroad Ave.	
Belmont, CA 94002-4017		San Mateo, CA 94401-4024	
	(650)		
(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 therein:

- Exhibit A: Program /Project Description
- Exhibit B: Method and Rate of Payment to Contractor
- Exhibit C: 504 Assurances
- Exhibit D: Program Monitoring
- Exhibit E: Additional Program Requirements
- Exhibit F: Equal Benefits Compliance Declaration
- Exhibit G: Fingerprinting Certification

2. **SERVICES TO BE PERFORMED**

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the

Director of the Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

### 3. 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 for services rendered under this Agreement shall not exceed **\$313,000.00 (THREE HUNDRED AND THIRTEEN THOUSAND DOLLARS)**, for the contract term.

B. **Rate of Payment** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation exceeds 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 of Human Services or her representative.

C. **Invoice Submission** 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 eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds** Payments for all services provided pursuant to this contract are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their respective budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The determination of whether County, state or federal funds are available shall lie in the discretion of the County. The County may terminate the Agreement for 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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences, of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules.

## 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, or (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 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

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

(a) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's 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."

(b) 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

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, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**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 the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

**B. Age Discrimination** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, this Agreement.

**C. Non-Discrimination - Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's affirmative action policies shall be made available to County upon request.

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

## 8. VIOLATION OF THE NON-DISCRIMINATION PROVISIONS

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

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

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

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between 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 Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complaint, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the 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 at Section 11164, et seq., of the California Penal Code. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 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. County has sole discretion of when fingerprinting is required. Fingerprinting of Contractor's employees will be at the Contractor's sole expense.

## **10. ASSIGNMENTS AND SUBCONTRACTS**

A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee shall constitute a material breach of this Agreement and shall entitle the County to immediately 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 of Human Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and 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.

## **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 and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

## **12. COMPLIANCE WITH APPLICABLE LAWS**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations confidentiality requirements and applicable quality assurance regulations.

## **13. MONITORING**

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

## **14. 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.

## **15. 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 representatives listed on page 2 of this Agreement.

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

## **16. TERM OF THE AGREEMENT**

Subject to compliance with the terms and conditions of this Agreement the term of this Agreement shall be as stipulated on page 2 of this Agreement; provided however, this Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party.



**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, County of San Mateo*

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk of Said Board

HUMAN INVESTMENT PROJECT (HIP HOUSING)

Date: \_\_\_\_\_

JUDY GAITHER, EXECUTIVE DIRECTOR  
Name, Title - Print

*Judy Gaither*  
Signature

Date: July 23, 2003

**Exhibit A**  
**PROGRAM/PROJECT DESCRIPTION**  

---

**HOME SHARING PROGRAM**

**Overview**

The Home Sharing program provides assistance to finding permanent affordable housing to clients in San Mateo County. Once clients contact Human Investment Project (HIP Housing) for assistance with permanent affordable housing, they are scheduled for an interview to complete the appropriate paperwork and receive referrals and a meeting is coordinated to draft the Living Together Agreement. Once this Agreement is completed, the client can move in. Follow-up contact with placed clients is made twice a year and/or quarterly if the home provider is a senior (this service is called match follow-up). Mediation services are also made available if there is a dispute between client and landlord.

**Contractor's Goals and Responsibilities**

Under this Agreement Contractor will:

- a. Provide approximately 278 placements in affordable housing units for very-low to moderate income adults and children who live or wish to live in San Mateo County, with a focus on seniors, single parents and their children, the homeless and near homeless, and others with special needs.
- b. Prevent homelessness by focusing on the needs of persons who are "at risk" of becoming homeless, including those exiting a homeless shelter, homeless youth, persons with AIDS, the disabled and others with special needs.
- c. In collaboration with other agencies, coordinate permanent housing for people making the transition from shelters through group share arrangements.
- d. Conduct community outreach activities including: presentations to service providers; organizations; shelters and senior centers, public service announcements; newspaper ads; placing counter boxes containing HIP Housing brochures in libraries; agencies; churches; city halls; doctor's offices and coordinate a volunteer component.
- e. Make home visits to the disabled and to frail senior citizens to complete the intake process for placement.
- f. Provide all housing and counseling services in Chinese/English/Spanish/Tagalog.
- g. Coordinate the services of volunteers who assist staff with telephone inquiries, reference checks, community outreach, and client home visits.
- h. Provide follow-up to matched home sharers, including mediation services.

**Exhibit A**  
**PROGRAM/PROJECT DESCRIPTION**  

---

**SELF-SUFFICIENCY PROGRAM**

**Overview**

The Self- Sufficiency Program (SSP) 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 of whom are 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 Housing-owned or managed shared housing, which provides Section 8 rental vouchers to these participants, or receive housing scholarships for independent living.

**Funds provided for the Self-Sufficiency Program under this Agreement are to be used 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).

HOP is structured as a time-limited shallow rental subsidy. HOP scholarships are limited to 12 months.

Clients entering SSP after this Agreement comes into effect shall not receive housing scholarships under HOP without County approval.

SSP clients receiving HOP 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 to Section 8 Moving to Work is largely dependent on the landlords of current clients acceptance of Section 8 program vouchers and their completion of necessary contracting and other activities required for landlord participation in the program. Contactor shall work with all due diligence to transition SSP clients currently receiving HOP scholarships to Section 8 voucher assistance under the Moving to Work Program.

New clients entering SSP shall participate in either the shared housing program, be referred to the Moving to Work Program for Section 8 housing vouchers, or utilize scholarships. 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.

## **Contractor Goals and Objectives**

Under this Agreement Contractor will:

- a. Conduct the marketing, evaluation and selection of SSP program participants, provide case management, and perform life-skills training;
- b. Develop and maintain a mentoring program, and other necessary functions to effectively carry out the SSP program.
- c. Provide services to 40-50 clients selected to participate in SSP, which may include having clients live in HIP Housing-owned or managed shared housing or making successful referrals to the Moving to Work Program for Section 8 vouchers.
- d. Prepare quarterly performance reports as described below.
- e. Perform follow-up of clients for at least 12 months after graduation from SSP.
- f. Review rental leases, negotiate with landlords and inspect units for habitability, as necessary.

## **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 Housing-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 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.

**Exhibit B  
Payments**

---

**I. HIP HOUSING HOME SHARING PROGRAM**

Payment to Contractor shall be made at the following unit rate:

A. \$335 per individual placement to include: client interview, information and referral, mediation, life skills workshops, bilingual services, home visits, match follow-up and Section 8 certificates.

All program income received by the Contractor shall be disbursed for activities described in Exhibit A, prior to application for payment from Community Development Block Grant funds.

The maximum amount payable of the HIP Housing Home Sharing program under this Agreement shall not exceed \$93,000. Contractor shall submit requests for payment on a monthly basis. Payment by County to Contractor shall be made based upon claims of payment being submitted by Contractor to County. Contractor shall certify in writing that the specific services for which payment is being requested has been satisfactorily completed. County reserves the right to verify such completion prior to payment to Contractor.

**B. Monthly Reports**

No request for reimbursement will be honored until the Quarterly Performance and Quarterly Narrative Reports, as described in Exhibit D, have been received and accepted as satisfactory by the Office of Housing.

**II. HIP HOUSING SELF-SUFFICIENCY PROGRAM**

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. 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 during the term of this Agreement shall not exceed \$79,530.00.

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 twelve (12) equal monthly installments for the period July 1, 2003 through June 2004, not to exceed \$140,470, or \$11,705.83 per month. Contractor shall further certify in writing what specific activities have been performed. Final authority for deciding the validity of requests for reimbursement shall rest with the County. The County will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved. The County shall state the specific nature of its objections to Contractor's work in writing. County shall also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party.

Exhibit C

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor (s)") 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 (s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor (s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor (s), 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(s).

The Contractor(s): (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 (s) to coordinate its efforts to comply with the DHHS regulations.

Name of 504 Person - Type or Print JUDY GAITHER

Name of Contractor(s) - type or Print JUDY GAITHER  
HIP Housing

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

Judy Gaither, Executive Director  
July 23, 2003  
Date

Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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**

**SELF-SUFFICIENCY AND HOME SHARING PROGRAMS**

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 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".

Contractor shall submit to the Office of Housing a **Monthly Performance Report** within 30 days of the end of each month. Said report shall consist of two parts:

1. Performance Log, to be submitted on a form provided by the County Office of Housing. This log shall provide income and demographic information of each individual/household served, as well as a brief description of the services provided during the quarter.
2. Performance Summary shall summarize the number of clients served by ethnicity and income. This Summary shall be submitted on the form provided by the Office of Housing.

Contractor shall maintain files in its offices which shall contain the information required and reported in Monthly Performance Reports. Each household or individual served shall be assigned an individual file identifier which shall be provided to the Office of Housing as a part of the Performance Log. The file identifier can be the name of the client or, alternatively, a numerical identifier may be used. Household income shall be documented by a statement of income signed by the client or verified by pay stubs, income tax returns, report of benefits, pensions or other suitable verification of income.

All families served must have household incomes which do not exceed the low income limits established by the Department of Housing & Urban Development. The limits in effect for the current contract period are as follows:

**2003 SAN MATEO COUNTY INCOME LIMITS**

as defined by HUD and the State of California (prepared 4/11/03)

Income Category	-----INCOME LIMITS BY FAMILY SIZE-----							
	1	2	3	4	5	6	7	8
Extremely Low*	\$23,750	\$27,150	\$30,550	\$33,950	\$36,650	\$39,350	\$42,050	\$44,800
Very Low**	\$39,600	\$45,250	\$50,900	\$56,550	\$61,050	\$65,600	\$70,100	\$74,650
Low*	\$63,350	\$72,400	\$81,450	\$90,500	\$97,700	\$104,950	\$112,200	\$119,450

\* Income figures provided by HUD for all San Mateo County federal entitlement programs (CDBG, HOME, ESG)

\*\* Income figures provided by State of CA HCD – You should verify the income figures for each specific program.

**Exhibit E**  
**Additional Program Requirements**

---

**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**  
**Additional Program Requirements**

---

**5. INFLUENCING PROHIBITED**

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

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

C. The language of paragraphs 5A and 5B shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractor, to the extent applicable to this Agreement, shall comply with the following Federal laws and regulations as set forth in 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 within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.)

**Exhibit E**  
**Additional Program Requirements**

---

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

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

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

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

E. Davis-Bacon Act, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with Federal funds shall be paid prevailing wages of the locality as determined by the Secretary of Labor.

F. Flood Disaster Protection Act of 1973, which provides that no federal financial assistance for acquisition or construction purposes may be approved for an area having special flood hazards unless the community in which the area is located is participating in the National Flood Insurance Program.

**Exhibit E**  
**Additional Program Requirements**

---

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.

K. Housing & Community Developments Act of 1974, 24 CFR Part 5 which provides that assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24. This provision covers all Contractors and subrecipients, as well as subcontractors of Contractor or subrecipient, whose names are included in the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs." Inclusion in the aforementioned List during the term of this Agreement would constitute grounds for contract termination as described in Sections 1 and 2 herein this Exhibit. The aforementioned List can be found on the . . . . .

**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).

**Exhibit E**  
**Additional Program Requirements**

---

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

- 1) Community Development Block Grant (CDBG): 14.2182)
- 2) Emergency Shelter Grant (ESG): 14.231
- 3) HOME Investment Partnership (HOME): 14.239
- 4) McKinney Supportive Housing: 14.235

Exhibit F  
COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

**I Vendor Identification**

Name of Contractor: Human Investment Project

Contact Person: Judy Gaither

Address: 364 South Railroad Avenue  
San Mateo, CA 94401

Phone Number: (650) 346-6660 Fax Number: (650) 348-0284

**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.

  
Signature

JUDY GAITHER  
Name (Please Print)

Equal Benefits Director  
Title

7/23/03  
Date

Fingerprinting Certification

---

AGREEMENT BETWEEN  
COUNTY OF SAN MATEO  
("County")  
AND  
Human Investment Project (HIP Housing)  
("Contractor")

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 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

Judy Gaither  
Signature

JUDY GAITHER  
Name (please print)

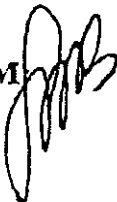
EXECUTIVE DIRECTOR  
Title (please print)

7/23/03  
Date

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** 7/16/2003

**TO:** Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

**FROM:**  Lucho Bravo (650) 802-5100  
FAX: (650) 596-3478 PONY: HSA210

**SUBJECT:** Contract Insurance Approval

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

CONTRACTOR NAME: Human Investment Project, Inc. (HIP Housing)

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

No


NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: >1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: COUNTY PROVIDES FUNDING FOR THE OPERATION OF THE SELF SUFFICIENCY PROGRAM AND THE HOME SHARING PROGRAM

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ <u>1m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ <u>1m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

  
Risk Management Signature 7-16-03  
Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GA  
HUMAN-2

DATE (MM/DD/YY)  
06/28/02

PRODUCER  
 EGI/Argo Insurance  
 CA License #0660864  
 P.O. Box 232017  
 Pasant 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Misc Professional	2002-01930-NPO	06/30/02	06/30/03	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2002-01930-NPO	06/30/02	06/30/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	200-01930-UMB-NPO	06/30/02	06/30/03	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS: OTHER TORY LIMITS: ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 The County of San Mateo, and its officers, agents, employees and servants shall be named as additional insured to general liability (See CG 2026 (11/85 attached))  
 \*10 Day Notice of Cancellation for Non-payment of premium.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> 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 