



AGREEMENT BETWEEN
COUNTY OF SAN MATEO
AND
FAMILY HOUSING & ADULT RESOURCES (FHAR)
for the
OPERATION AND MANAGEMENT OF A GROUP HOME FOR
DEVELOPMENTALLY DISABLED AT 2101 OAKLEY AVE.,
MENLO PARK, CA
FOR THE PERIOD OF
9/1/2004 to 8/31/2014

Contact Person: Marquis, Jack
Telephone number: (650) 802-5035

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
FAMILY HOUSING & ADULT RESOURCES (FHAR) FOR THE OPERATION AND
MANAGEMENT OF A GROUP HOME FOR DEVELOPMENTALLY DISABLED AT 2101
OAKLEY AVE., MENLO PARK, CA

THIS AGREEMENT, entered into this ____ day of _____, 20
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Family
Housing & Adult Resources (FHAR), hereinafter called "Contractor";

WITN ESSETH:

WHEREAS, in 1982, the County and Community Association for the Retarded (CAR) entered into a series of transactions with the California Department of Housing & Community Development (HCD), which included 1) a State contract for the development and operation of a group home for developmentally disabled, 2) transfer of County owned property located at 2101 Oakley Avenue, Menlo Park ("the property") to CAR on which they constructed a 5-bedroom home with financial assistance from HCD, and 3) a Regulatory Agreement requiring the continued operations of the group home for a period of 32 years; and

WHEREAS, CAR decided to discontinue operations of the group home and, under the terms of a reverter clause in the grant deed from the County to CAR, deeded the property back to the County, which Deed was accepted by the County on July 15, 2003; and

WHEREAS, The County is still obligated under the terms of the Regulatory Agreement recorded against the property, to provide for the operation of a group home for developmentally disabled for an additional 10 years; and

WHEREAS, in February, 2004, the Office of Housing sent out a Request for Proposals to Operate a Residential Facility for Developmentally Disabled to known operators of such facilities in the County and to the Golden Gate Regional Center which provides programmatic funding and oversight for such facilities; and

WHEREAS, two proposals were submitted and reviewed by both the Office of Housing and the State HCD which has the final approval authority, and the proposal of Family Housing & Adult Resources (FHAR) was deemed the most suitable; and

WHEREAS, in order to comply with the Regulatory Agreement recorded against the property, the Office of Housing is proposing to contract with FHAR to operate a group home for developmentally disabled at no direct cost to the County other than the use of the property.

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

CONTRACT AMOUNT ~ \$0.00	CONTRACT TERM
	Start Date : ~9/1/2004 End Date : 8/31/2014
COUNTY REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Steve Cervantes, Director, Office of Housing	Dave Curson, Executive Director
262 Harbor Blvd., Bldg A	490 El Camino Real # 210
Belmont, CA 94002	Belmont, CA 94002

1. Exhibits

The following Exhibits and Attachments are attached hereto and incorporated by reference herein:

- Exhibit A: Program/Project Description
- Exhibit B: Method and Rate of Payment
- Exhibit C: Equal Benefits Compliance Declaration Form
- Exhibit D: Monitoring
- Exhibit E: Additional Program Requirements
- Exhibit G: Fingerprinting Certification Form
- Attachment I: §504, Compliance
- Attachment J: Rehabilitation Project Work Specification Requirements

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A" and in the manner specified in Exhibit "B", County shall provide use of the County owned property at 2102 Oakley Avenue, Menlo Park, at no cost to Contractor. The County reserves the right to rescind the use of the property if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total obligation under this Agreement exceed the free use of the property in "as is" condition.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from 9/1/2004, through 8/31/2014.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

In the event that County decides, at its sole discretion, to continue providing housing for the developmentally disabled at this facility and Contractor has provided satisfactory service as determined by County, Contractor shall at the end of the initial ten year term have the right to extend this Agreement one time for a term of another ten years, under the same terms and conditions as herein provided.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. 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 whomsoever belonging, (C) 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, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. 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 Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) 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 certifies, as required by Section 1861 of the California Labor Code, that it is 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.

- (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 contractors 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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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.

10. Compliance with laws; payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped 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 Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of 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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between 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 complainant, 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.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741 .5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law

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.

15. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to: County of San Mateo Steve Cervantes, Director, Office of Housing 262 Harbor Blvd. Bldg. A Belmont, CA 94002	In the case of Contractor, to: Family Housing & Adult Resources (FHAR) Dave Curson, Executive Director 490 El Camino Real # 210 Belmont, CA 94002
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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Agreement regarding Operation and Management of a Group Home for Developmentally Disabled at 2101 Oakley Ave. Menlo Park, CA 94025.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

FAMILY HOUSING & ADULT RESOURCES (FHAR)

By: Dave Curson, Executive Director
Print Name & Title

Signature

Date: **4-7-.**

Exhibit A Program/Project Description

Contractor shall manage, maintain and operate at the property a group home for developmentally disabled individuals in accordance with the Oakley House RHCP Management Plan submitted to the State of California. The Group Home shall be located in County owned property at 2101 Oakley Avenue, Menlo Park, hereinafter referred to as "the property".

Contractor shall be responsible for obtaining all program operating funds necessary for the successful operation of the facility. As the project sponsor for the County, Contractor shall comply with all terms and conditions of the Regulatory Agreement Number 80-RHC-01 3 recorded against the property as Document # 82091 998, Official Records of San Mateo County, which Regulatory Agreement shall by reference become a part of this Agreement. Contractor shall submit all reports and budgets required by the State HCD in connection with said Regulatory Agreement.

Contractor shall assume full responsibility for maintenance and repair of the property. Contractor acknowledges that the property is provided in "as is" condition and is in need of general rehabilitation due to an extended period of deferred maintenance by the previous property owner. Contractor agrees to hire a licensed general construction contractor to accomplish the rehabilitation work identified by Contractor and County in the Rehabilitation Work Specifications contained herein as Attachment J; Contractor shall be responsible for the cost of such repairs.

Contractor agrees, at Contractor's own expense, to keep the Premises (including without limitation, the sidewalks, driveway and the landscaping that are part of the Premises) in good condition and repair, and to deliver to Landlord physical possession of the Premises at the end of the Term, or any extension of the Term, in good condition and repair, reasonable wear and tear and use and loss by fire or other casualty or by earthquake or other act of God excepted.

Contractor shall pay to the public authorities charged with the collection on or before the last day on which payment may be made without penalty or interest, all taxes, permit, inspection, and license fees, and other public charges of whatever nature that are assessed against the Premises or arise because of the occupancy, use, or possession of the Premises (including but not limited to taxes on, or which shall be measured by, any rents or rental income, and taxes on personal property, whether of FHAR or County), subsequent to the commencement of the Term, and all installments of assessments that are due during the Term.

If at any time during the Term, including renewals or extensions, Contractor fails to maintain the Premises or make any repairs or replacements as required by Section 11, County may, but shall not be required to, enter the Premises and perform the maintenance or make the repairs or replacements for the account of Contractor; any sums expended by County in so doing, together with interest at ten percent (10%) per

annum, shall be deemed additional rent and shall be immediately due from Contractor on demand of County.

Contractor shall have the right to make alterations to the building and improvements on the Premises, provided that, if the reasonably estimated cost of alterations exceeds Two Thousand Dollars (\$2,000.00), County shall have the right to consent to the alterations, and County agrees not to unreasonably withhold approval of the alterations. Approval, however, may be conditioned upon the receipt by County of a set of plans and specifications for the alterations no later than thirty (30) days prior to the scheduled construction of the alterations, and upon Contractor's agreement to restore the Premises, if County requires it at the end of the Term, to the same condition as before the alterations. All improvements, additions, alterations, and major repairs shall be in accordance with applicable laws and at Contractor's own expense. Contractor will indemnify and defend County for all liens, claims, or damages caused by remodeling, improvements, additions, alterations, and major repairs. Unless herein specified otherwise, all alterations and improvements made to the Premises shall become the property of County and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease, including any renewals or extensions.

At least ten (10) days before any construction commences or materials are delivered for any alterations that Contractor is making to the Premises, whether or not County's consent is required, Contractor shall give written notice to County as to when the construction is to commence or the materials are to be delivered. County shall then have the right to post and maintain on the Premises any notices that are required to protect County and County's interest in the Premises from any liens for work and labor performed or materials furnished in making the alterations; provided, however, that it shall be Contractor's duty to keep the Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the request of Contractor.

Contractor will not at any time permit any mechanics', laborers', or materialmen's liens to stand against the Premises for any labor or material furnished to Contractor or claimed to have been furnished to Contractor or Contractor's agents, contractors, or subcontractors, in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Contractor; provided, however, that Contractor shall have the right to contest the validity or amount of any lien or claimed lien, upon giving to County a letter executed by Contractor assuring that the lien or claimed lien will be paid, when and to the extent that the lien is finally determined to be valid and owing. Contractor's right, however, to contest these liens shall not extend beyond the point where County's title to the Premises could be lost. On final determination of the lien or claim of lien, Contractor will immediately pay any final judgment rendered, with all property costs and charges, and shall have the lien released or judgment satisfied at Contractor's own expense. If Contractor fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Premises because of a lien, County shall have the right, upon five (5) days' written notice to Contractor, to pay or prevent this action, and the amount paid by County shall be immediately due and payable to County, and shall bear interest at the rate of ten percent (10%) per annum from the date of payment by County until repayment by Contractor.

Contractor shall not commit any acts on the Premises, nor use the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. Contractor shall, at Contractor's own cost and expense, comply with all requirements of County or County's insurance carriers that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises and the improvements on the Premises.

Contractor shall not commit any waste or any public or private nuisance upon the Premises.

Contractor shall comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to use of the Premises.

Contractor agrees at all times during the Term and during any extension, to maintain in force, at Contractor's sole cost and expense, insurance on the building and improvements that may be built or placed on the Premises, against the hazard of fire, with all standard extended coverage, including vandalism and malicious mischief, in an amount equal to their full insurable value, with a replacement cost endorsement, excluding the cost of excavation and of foundation below the level of the lowest basement floor, or if there is no basement, below the level of the ground. Contractor further agrees that once every two (2) years during the Term and any extension, Contractor will review with the insurance companies issuing the insurance the costs of building, labor and materials, and other pertinent factors to determine whether the stipulated value of the building and improvements stated in the insurance is adequate. If the stipulated value is determined by the insurance companies to be inadequate, Contractor agrees to immediately adjust the aggregate amount of the insurance to the extent required to make the stipulated value adequate. County agrees to cooperate fully with Contractor in making this determination for stipulated value and from time to time to furnish to Contractor any pertinent facts and figures that Contractor requests, including but not limited to furnishing, on or before the Commencement Date, the costs of constructing the building and other improvements on the Premises as shown on County's books. Contractor agrees to give prompt, written notification to County as to the results of these periodic determinations for stipulated value. Contractor agrees that if the buildings and improvements on the Premises are destroyed and the proceeds of the insurance policy and any policy carried by County amount to less than the cost of rebuilding the buildings and improvements, Contractor will advance and pay any sum, which along with the insurance proceeds, is necessary to meet the cost of rebuilding. No work or repair or reconstruction shall be undertaken until Contractor has delivered to County plans and specifications for the work that are to be prepared by a competent architect, County approves them (which approval will not be unreasonably withheld), and Contractor delivers to County an estimate of the cost of the work to be done in accordance with the plans; the estimate is to be prepared by a competent contractor. If Contractor fails to commence the rebuilding, reconstruction, repair, or restoration of any building or improvement as required under this Lease, County or any beneficiary under any deed of trust covering the Premises, if permitted by the deed of trust, may, but shall not be obligated to, enter the Premises and do whatever may be necessary for the

rebuilding, reconstruction, repair, or restoration of any building or improvement as required of Contractor under the terms of this Lease.

During the Term, Contractor shall pay, before delinquency, all charges or assessments for telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other utilities and services of any kind that may be used on the Premises.

Contractor shall permit County or County's agents, representatives, or employees to enter the Premises at all reasonable times and upon reasonable notice to inspect the Premises to determine whether Contractor is complying with the terms of this Agreement and to do other lawful acts that may be necessary to protect County's interest in the Premises under this Agreement or to perform County's duties under this Agreement.

Exhibit B
Method and Rate of Payment

In exchange for the services provided, County shall provide the use of the property at no cost to the Contractor other than the rehabilitation and general maintenance specified in Exhibit A.

**Exhibit C
COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form**

I Vendor Identification

Name of Contractor Family Housing & Adult Resources (FHAR)
 Contact Person Dave Curson, Executive Director
 Address: 490 El Camino Real # 210
 Belmont, CA 94002

Phone Number (650)593-2516
 Fax Number (650)593-2362

II Employees

Does the Contractor have any employees? Yes No
 Does the Contractor provide benefits to spouses of employees? Yes No
 *If the answer to one or both of the above is no, please skip to Section IV.

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

 Name (Please Print)

 Title

 Date

Exhibit D **Monitoring**

Annually, on the anniversary date of this Agreement, Contractor shall submit to the Office of Housing the following reports:

1. Performance Log, to be submitted on form provided by the County Office of Housing, which shall provide income and demographic information of each individual or household served as well as a brief description of the services provided during the quarter.
2. **Performance Summary, to be submitted on form provided by the County Office of Housing**, which shall summarize the number of clients served by their ethnicity and income
3. Narrative Report which provides a narrative of highlights/details of both the funded activity and of the Contractor's organization.

Sample forms are attached at the end of this Exhibit D and can be e-mailed to Contractor upon request. Contractor may provide alternative forms so long as all of the required information is present.

Contractor shall maintain files in their offices which shall contain the information required in the 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, if confidentiality is a concern, a numerical identifier may be used.

Contractor shall also submit copies of all budgets and other reports submitted to the State of California HCD as required under the Regulatory Agreement

Exhibit D

Performance Log (rev. 4/04)

Page of

Program:

Reporting Period:

#	Client Identifier	Income Code	Race Code	Hispanic Ethnicity Y/N	Female Y/N	Elderly Y/N	Disabled Y/N	Description of Services

Income Codes
 1 = Low Income
 2 = Very Low Income
 3 = Extremely Low Income

Race Codes:
 11=White
 12 = Black/African American
 13 = Asian
 14 = American Indian*/Alaskan Native
 15 = Native Hawaiian/Other Pacific Islander
 - includes indigenous peoples of both North and South American continents

16 = Amer. Ind./ Alaskan Native and White
 17 = Asian and White
 18 = Blk./African Amer. and White
 19 = Amer. Ind./Alaskan Native and Blk./African Amer.
 20 = Other Multi-Racial

EXHIBIT D
QUARTERLY NARRATIVE REPORT

Organization:
Project:
Period Covered: <input type="radio"/> 7/1/04 - 9/30/04 <input type="radio"/> 10/1/04 - 12/31/04 <input type="radio"/> 1/1/05 - 3/31/05 <input type="radio"/> 4/1/05 - 6/30/05

Summary/Highlights This Quarter of your Funded Project

Organization Highlights This Quarter

EXHIBIT D
PERFORMANCE SUMMARY (form rev. 5/04)

Sponsor Name, Address and Telephone	Reporting Period		
	Beginning :		
	Ending:		
	Current Period	Year to Date	
Total Number Served (Check One) U Persons D Households			
Income Data	Current Period	Year to Date	
Number of Low Income			
Number of Very Low Income			
Number of Extremely Low Income			
Racial/Ethnicity Data (Head of Household Only)	Current Period	Year to Date	
		Hispanic Ethnicity	Hispanic Ethnicity
White			
Black/African American			
Asian			
American Indian*/Alaskan Native			
Native Hawaiian/Pacific Islander			
16 American Indian*/Alaskan Native and White			
17 Asian~.a~White			
8 Black/African American and White			
19 Amer. Ind.*/Alaskan. Native and Black/African Amer.			
20 Other Multi-Racial			
Other Demographics (Head of Household Only)	Current Period	Year to Date	
Female			
Elderly			
1 Handicapped			

* Includes indigenous peoples from both North and South American continents

ExhibitE
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.

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. §~360120), which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin handicap or familial status. The Fair Housing Act, as amended in 1988, also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 or more units, constructed for first occupancy after March 13, 1991. must be designed and constructed in a manner that the public and common use portions of such dwellings are readily accessible to and usable by disabled persons. All premises within such dwellings must incorporate features of adaptive design regarding accessibility routes into and

through the dwelling and design features within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.)

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

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

In the case of 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.

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 Web at <http://epls.arnet.gov>.

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-1 10, 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): 14.2182)
- 2) Emergency Shelter Grant (ESG): 14.231
- 3) HOME Investment Partnership (HOME): 14.239
- 4) McKinney Supportive Housing: 14.235

EXHIBIT G
FINGERPRINTING CERTIFICATION FORM

Agreement with

Family Housing & Adult Resources (FHAR)

Dave Curson, Executive Director
(Name of Contractor and Representative)

For

**Operation and Management of a Group Home for Developmentally Disabled at
2101 Oakley Ave. Menlo Park, CA 94025**

Contractor agrees that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this agreement, have contact with children 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, assignees and subcontractors or volunteers have contact.

Name (Signature)

Title

Date

ATTACHMENT I
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.

eo~n r~?C~~ K~...

Name of 504 Person - Type or Print

Family Housing & Adult Resources (FHAR)
490 El Camino Real # 210
Belmont, CA 94002
Name of Contractor(s) - type or Print

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

Date

Signature and Title of ~*J~
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."

OFFICE OF HOUSING

Housing, Community Development & Homelessness

262 Harbor Blvd Bldg A Belmont, CA 94002 650-802-5050 Fax 650-802-5049

**Rehabilitation Project Work Specification Requirements
Cost Allocation Submittal Form
Exhibit "A"**

HCDNumber	f Telephone~		
Property Owner(s)	Family Housing and Adult Resources (FHAR)		
Mailing Address	Attn: Dave Curson, Exec. Dir., 490 El Camino Real # 210, Belmont, CA ~4f1f17		
Project Address	2101 Oakley Ave. Menlo Park, Ca 94025		
Contractor Name		Telephone	
Address			
License Number		Expire Date	
SS or IRS Number		Incorporated ?	U Yes ü No
Project Cost as Per Rehabilitation Requirements of This Form ~ \$			

GENERAL NOTES AND MANDATORY REQUIREMENTS

- Contractor and Owner(s) hereby affirm that they are in receipt of and understand this "Requirement and Cost Allocation Form" in conjunction with the "Rehabilitation Project Work Specification Requirements" and that both documents are a part of the project bid and contract documents.
- This work includes the rehabilitation of existing structure(s) according to these specifications as shown by line item work tasks for purposes of payment and monitoring of the project.
- Each line item **amount shall include** all costs for labor, materials, allowances, profit, and overhead for that specification only. Contractor must provide all applicable lien releases for these items upon request but no later than the punchlist inspection and prior to the release of further funds, inclusive of the retention.
- The Property Owner ~ H.C.D. reserve the right to reject any or all bids or waive formalities in the bidding process. Bids may be held by H.C.D. for a period not to exceed thirty days from the bid opening date. H.C.D. may review and/or negotiate bids with selected contractors for purposes of affordability and/or line item and cost

clarification.

5. **The Bidder attests that he/she/they has/have not colluded with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which this bid is submitted.**
6. These work specifications when formally signed in conjunction with the Owner/Contractor Agreement shall constitute a final description of work and complete price for the project described herein, and may only be modified through the accepted change order process.
7. All measurements or quantities shown in specifications are as approximate to accurate as possible. H.C.D. does not guarantee the accuracy of these measurements or quantities. **It is the responsibility of the Contractor to verify all measurements and quantities on site for purposes of bidding and construction. Unless so specified, all items are to be bid as completed tasks, within all required building and housing codes, and standards for the industry.**
8. In the event of a dispute and/or interpretation of these Work Specifications, Housing and Community **Development and its representatives shall be the sole agency/persons responsible for determining compliance of industry standards to these work specifications.**
9. The final work specifications shall include a sub-contractors list and a materials selection form as a part of the project Contract documents. The Contractor is responsible to fill in and complete these forms and provide them to H.C.D. prior to the processing of the first progress payment for this project.
10. The Property Owner shall make all selections involving items listed on the materials selection form within designated allowance limits as shown in these work specifications.
11. **Allowance limits** are designated within these specifications for items requiring subjective selection. Invoices for these items must be provided by the Contractor. Should the Property Owner selection be less than the maximum allowance allowed for that item, a credit shall be given to the Owner contingency account. Should the Property Owner selection be greater than the maximum allowance allowed for that item, the Owner must provide the necessary additional funds prior to obtaining that item.
12. All changes in the original work specifications must be preceded by a Change Order approved by all parties prior **to any work being done, except in those circumstances regarding immediate health and safety.**
13. All work must be scheduled and coordinated so as to complete the project in a timely manner without **unreasonable delays.**
14. Lead-Based paint shall not be used in any form or manner on this project.
15. Executive Order 11246 requires that a contractor who signs a contract on a Federal or Federally assisted project assumes the obligation to take whatever affirmative actions are necessary to ensure equal employment opportunity in all aspects of employment, irrespective of race, color, religion, national origin, or sex.
16. Temporary relocation of the Property Owner is a project based expense and may be incorporated in the loan as a reimbursable expense if it is designated as a necessary requirement by the H.C.D. Specialist. Any relocation **not previously approved by H.C.D. shall be the responsibility of the Contractor and/or the Property Owner.**
17. Should a dispute arise between parties during the rehabilitation period of this project, the H.C.D. Specialist reserves the right to order a "Stop Work" until the dispute is mitigated and/or other measures are warranted.

Initials

Rehabilitation Project Work Specification Requirements
 Cost Allocation Submittal Form
 Exhibit "A"

Contractor will identify all proposed materials selected for this project by Property Owners. Final selections must be completed and returned to HCD within 10 days after the Pre-construction conference and before the first payment shall be released. On the following page, Contractor will identify all subcontractors who are anticipated to participate in the completion of this project.

This form is designed to cover most selections appropriate to a full rehabilitation project. Some items may not apply to this particular project. It is the responsibility of the contractor to ensure that the selections apply to the actual work being done and that the selection allowances are appropriate to the contract.

ITEM - BRAND - MODEL - COLOR - TYPE - (ALLOWANCE)

ROOF COVERING	STOVE
GARAGE DOOR	COOKTOP
FRONT ENTRY DOOR	OVEN
REAR EXIT DOOR	HOOD
TUB/SHOWER DOORS	DISPOSAL
WINDOWS	DISHWASHER
VINYL FLOOR	BATH FAN
CARPETING	REFRIGERATOR
CERAMIC TILE FLOOR	KITCHEN CABINETS
TUB/SHOWER SURROUND	VANITY
EXTERIOR PAINT	COUNTERTOP
EXTERIOR TRIM PAINT	MEDICINE CABINET
INTERIOR PAINT	CENTRAL FURNACE
INTERIOR PAINT	WALL FURNACE
INTERIOR TRIM PAINT	THERMOSTAT
INTERIOR TRIM PAINT	HOT WATER HEATER
LIGHT FIXTURES	TOILET
OTHER	FAUCETS
OTHER	KITCHEN SINK

Notes:

I / We have selected and approve of the materials identified above in this form in accordance with accepted procedure.

Owner Signature(s)

Date

~ PROJECT LINE ITEM COST ALLOCATION FORM LI

On the following pages, the Contractor shall identify all labor, materials, allowances, overhead, and profit for each line item as shown below, and place such costs in the column as labeled. Contractor will be entitled to 85% of all line items which are 100% completed as determined by H.C.D. A retention of 15% will be maintained in the escrow account for a period of thirty-five (35) days after the filing date of the "Notice of Completion" at the Office of the County Recorder for San Mateo.

1.A.1	(CLASS OF WORK : HS -CV-HQS)	ITEM COST	\$ ~1000.00
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NOTE: FOR PURPOSES OF BIDDING, THE "ITEM COST" ALLOWANCE SHOWN ABOVE SHALL ENCOMPASS ALL REQUIRED PERMITS AND FEES.

The contractor will secure all necessary permits to complete the entire project and must submit to HCD a signed-off building permit and a filed Notice of Completion at the completion of the project. The retention period will not begin prior to the date stamped on the Notice of Completion by the County Recorder's office and receipt of a copy of same by HCD office.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN, OBTAIN, AND MAINTAIN RECORDS OF ALL REQUIRED PERMITS. CONTRACTOR MUST PROVIDE ACTUAL INVOICES FOR ALL APPLICABLE PERMITS AND A CHANGE ORDER TO REFLECT THE ACTUAL COSTS PLUS OVERHEAD AND PROFIT BEFORE PAYMENT WILL BE ISSUED FOR THIS LINE ITEM.

AN ADDITIONAL SERVICE FEE MAY BE CHARGED VIA A CHANGE ORDER SHOULD VARIANCE OR COUNCIL PROCEEDINGS BE ATTENDED BY THE CONTRACTOR.

DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID

1.A.2	(CLASS OF WORK : HS -CV-HQS)	ITEM COST	\$
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~~Provide dumpster service with periodic pickups or debris truck with daily pickup to remove construction debris for the duration of project.~~

Project is to be left broom clean on a daily basis.

PILES OF TRASH ARE UNACCEPTABLE. Failure to comply with this requirement will cause the full loss of the cost for this item and a \$50 per day penalty for duration of project.

DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID

2.B.2	(CLASS OF WORK : HS -CV-HQS)	ITEM COST	\$
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Remove backyard lawn on property and replace with weed cloth and decorative rock. Remove all related debris.

DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID

OTHER.	(CLASS OF WORK : HS -CV-HQS)	~ITEM COST	\$
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Provide perimeter sprinkler system for rear yard connected to existing plumbing with automatic timer. (Includes back row of bushes and retaining wall planter)

DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID
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OTHER.	(CLASS OF WORK : HS -CV-HQS)	ITEM COST \$
Remove and replace glass in all existing exterior entry doors and front entry side-lite with tempered safety glass. (Units: 9)		

DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID
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8.B.2	(CLASS OF WORK : HS -CV-HQS)	ITEM COST \$
Install a set of birch finished, HOLLOW-CORE sliding closet doors with floor guides and all necessary hardware to fit existing opening(s). (LOCATION(S) : all bedrooms plus entry closet)		

DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID
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9.D.1	(CLASS OF WORK : HS -CV-HQS)	~ITEM COST \$ ~
Remove and dispose of all deteriorated CARPET throughout house and CERAMIC TILE in bathroom #4 (LOCATION :)		

DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID
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9.D.2	(CLASS OF WORK : HS -CV-HQS)	~ITEM COST \$
Provide and install 3/8" particle board underlayment in the Bathroom #4. Securely nail and glue all edges and fields. Apply joint filler at all seams, for smooth finish. (APPROXIMATE SQUARE FOOTAGE :)		

DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID
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9.D.4	(CLASS OF WORK : HS -cV-HQS)	~ITEM COST \$
Grind smooth all ridges and uneven surfaces on floor. Fill all cracks and depressions with crack filler. Provide and install new medium grade carpeting over a 100 oz. sponge pad. Property owner has choice of carpet. (CARPET & PAD ALLOWANCE : \$18 SY MAT'LS ONLY) (LOCATION: <u>living room, hallways, bedrooms</u> as existing)		

Rehabilitation Project Work Specification Requirements
 Cost Allocation Submittal Form
 Exhibit "A"

DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID
9.D.7	(CLASS OF WORK : HS -CV-HQS)	J ITEM COST \$ ~
Provide and install American-Olean or equal ceramic tile floor with 6" base. Install floor tile over a 1" wire-enforced mud bed. Install base over mastic. Grout all joints. (LOCATION : bathroom #4) (DIMENSION OF NEW TILE : TYPICAL)		
DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID
9.D.8	(CLASS OF WORK : HS -CV-HQS)	~ITEM COST \$ ~
Wash off the tile faces of the Tub surround and floor in Bathroom #1 and SHOWER STALL and floor in bathroom #3 with diluted muriatic acid. Rinse and let dry. Score and regrout all ceramic tile joints with Portland cement. Owner to choose color of grout. Seal all fixtures and seamlines with silicon caulking.		
DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID
9.E.1	(CLASS OF WORK : HS -CV-HQS)	ITEM COST \$
Remove and dispose of deteriorated bathroom wall covering of bathroom #4 to bare wood studs at tub surround and adjacent walls.		
DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID
9.E.2	(CLASS OF WORK : HS -CV-HQS)	ITEM COST \$
Provide and install 1/2" mortar board over 30/30/30 Kraft paper at bathroom #4 tub surround area and all other areas to be tiled. Provide a 1/2" GWB at areas outside of tub surround. Use fiberglass tape on all joints.		
DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID
9.E.3	(CLASS OF WORK : HS -CV-HQS)	ITEM COST \$
Provide and install American-Olean, or equal ceramic tile in bathroom #4 at tub surround area. Install tile over mastic. Install an integral soap dish conveniently located. Grout all joints. Strike joints to create uniform line(s). NOTE : MINIMUM HEIGHT ABOVE FINISHED FLOOR : 72"		

Rehabilitation Project Work Specification Requirements
 Cost Allocation Submittal Form
 Exhibit "A"

DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID
9.E.6	(CLASS OF WORK : HS -CV-HQS)	J ITEM COST \$
<p>Have the fixtures listed below, professionally refinished with a polyurethane type coating. All chips to be filled and finish to be uniform. Provide a minimum written one-year warranty for finish. (LOCATION: Bathroom #1 tub</p>		
9.F.4	(CLASS OF WORK : HS -CV-HQS)	ITEM COST \$
<p>Clean all INTERIOR walls, ceilings, doors, and trim of residence. Remove all dirt and grease to achieve a sound painting surface. Fill all irregularities in areas to be painted with approved fillers and sand [or texture] to match existing surfaces in kind. Remove and dispose of deteriorated wallpaper or paneling as required (include carpet removal on wall on bedroom #3). Remove excessive adhesive and skim coat over all remaining adhesive to achieve a sound painting surface.</p> <p>Paint all INTERIOR walls and ceilings of structure, including closets, (EXCEPT KITCHENS AND BATHS), with a premium quality latex paint applied as per manufacturer's specifications. NOTE : CUSTOM COLORS NOT INCLUDED.</p> <p>Paint all walls and ceilings of KITCHENS AND BATHS, and all woodwork throughout residence, with a premium quality semi gloss latex enamel, applied as per manufacturer's specifications. NOTE : CUSTOM COLORS NOT INCLUDED.</p>		
12.A.3	(CLASS OF WORK : HS -CV-HQS)	JJIEM COST \$
<p>Provide complete kitchen cabinet refacing including new doors and drawer fronts. Finish to be stain as per the color selection of Property Owner.</p>		
12.A.7	(CLASS OF WORK : HS -CV-HQS)	ITEM COST \$
<p>Remove existing counter tops in kitchen. Provide and install a natural stone counter top with a 4" backsplash. Caulk all edges of top at walls with a clear silicone sealant. Property owner to select color and style of top and/or grout. Reuse existing appliances.</p>		

12.A.6	(CLASS OF WORK : HS -CV-HQS)	ITEM COST	\$				
<p>Provide and install a vanity cabinet (as per existing) including cultured marble top with molded bowl in bathroom #3 and #4.</p> <p>Top to have a 4" backsplash. Where vanity is against sidewalls, a 4" sidesplash is required. Where vanity is against the tub, a canted marble strip must be used to divert water from vanity. Caulk all edges of vanity and top with a clear silicone sealant. Vanity and top to be selected by Property Owner.</p> <p>Provide and install a single lever "DELTA" faucet with pop-up drain and full P-trap assembly. (ALLOWANCE FOR MATERIALS : \$400) (LENGTH OF VANITY IN INCHES : "+/-")</p>							
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">DATE(S) PAID</td> <td style="width: 30%;">VOUCHER NUMBER(S)</td> <td style="width: 30%;">AMOUNT(S) PAID</td> <td style="width: 10%;"></td> </tr> </table>				DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID	
DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID					

15.D.1	(CLASS OF WORK : HS -CV-HQS)	ITEM COST	\$				
<p>Remove and dispose of TOILET in bathroom #3 and #4.</p>							
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">DATE(S) PAID</td> <td style="width: 30%;">VOUCHER NUMBER(S)</td> <td style="width: 30%;">AMOUNT(S) PAID</td> <td style="width: 10%;"></td> </tr> </table>				DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID	
DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID					

15.D.2	(CLASS OF WORK : HS -CV-HQS)	ITEM COST	\$				
<p>Provide and install a new, white, American Standard "Cadet" or approved equal, close-coupled water closet, with flapper style flush valve and anti-siphon ball cock in bathroom #3 and #4</p> <p>Provide seat and cover. Connect to existing sewer pipe, floor flange (with new bowl wax seal) and to the existing cold water supply pipe. Provide a chrome-plated angle valve, and new supply tube.</p> <p>Also, provide seat and cover for existing wter closets in bathroom #1 and #2.</p>							
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DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID					

15.D.6	(CLASS OF WORK : HS -CV-HQS)	ITEM COST	\$				
<p>Provide and install a new 60"x.30"x15" high :WHITE PORCELAIN ENAMELED STEEL bathtub in bathroom #4. Connect to existing wastes with new waste and overflow assembly.</p>							
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">DATE(S) PAID</td> <td style="width: 30%;">VOUCHER NUMBER(S)</td> <td style="width: 30%;">~AMOUNT(S) PAID</td> <td style="width: 10%;"></td> </tr> </table>				DATE(S) PAID	VOUCHER NUMBER(S)	~AMOUNT(S) PAID	
DATE(S) PAID	VOUCHER NUMBER(S)	~AMOUNT(S) PAID					

Rehabilitation Project Work Specification Requirements
 Cost Allocation Submittal Form
 Exhibit "A"

I5.D.5	(---SS WORK : HS -CV-HQS)	ITEM COST	\$
<p>Provide and install a new chrome-plated brass escutcheons and spout with automatic diverter, and 1/2" diameter shower arm tree, and 2 inch diameter shower head in bathroom #4.</p> <p>Connect water supply to existing hot and cold water supply line. All new work to be in copper. Use Delta or equal fixtures with an allowance of \$75.00 for assembly.</p>			
DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID	
I5.D.10	(CLASS OF WORK : HS -CV-HQS)	ITEM COST	\$
<p>Remove existing kitchen sink. Provide and install a new DOUBLE PORCELAIN ENAMELED STEEL kitchen sink, with a new single lever Delta or equal faucet with sprayer. Include new shut offs and supply tubes.</p>			
DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID	
OTHER.	(CLASS OF WORK : HS -CV-HQS)	ITEM COST	\$
<p>Provide and Install four 14" Solatube® skylites (2 in Kitchen, 2 in Diningroom as per manufacturer's specifications.</p>			
DATE(S) PAID	VOUCHER NUMBER(S)	AMOUNT(S) PAID	

**SAN MATEO COUNTY
MEMORANDUM**

DATE: August 12, 2004

TO: Priscilla Harris Morse

FAX: 363-4864 PONY: EPS 163

FROM:  Licho Bravo

FAX; (650) 596-3478 PONY: HSA-21 0

SUBJECT: **Contract Insurance Approval**

CONTRACTOR NAME: Family Housing & Adult Resources (FHAR)

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: Operation and Management of a Group Home for Developmentally Disabled at 2101 Oakley Ave. Menlo Park, CA 94025.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ <u>1 / ~it</u>		0	
Motor Vehicle Liability	\$	0		
Professional Liability	<u>~ J unit. ~</u>		0	
Workers' Compensation	<u>~</u>		LI	
REMARKS/COMMENTS:	<u>~</u>			

Risk Management

Date

RECEIVED

~ i 0 ~

Philadelphia Insurance Companies

One Bala Plaza, Suite 100. Bala Cyriwyd. Pennsylvania 19004

PHILADELPHIA INDEMNITY INSURANCE COMPANY

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

Policy Number: P}1PK085795

Named Insured and Mailing Address:

Agent:

FAMILY HOUSING & ADULT RESOURCES, INC. 490 EL CAMINO REAL #210

BELMONT, SAN MATEO, CA 94002

Policy Period: From: 01/01/2000 to: 07/31/2005 at 12:01 PM Standard Time at your non-billing address shown above

Business Description: NON PROFIT ORGANIZATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY. WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$ 8,826.00
Commercial General Liability Coverage Part	\$ 1,081.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	363.00
Commercial Auto/Garage Coverage Part	\$ 12,081.00
Businessowners	
Workers Compensation	
Employee Benefits Liability	300.00
Professional Liability	\$ 6,749.00
Sexual Abuse or Molestation	
TOTAL	29,406.00
Total Includes Federal Terrorism Risk Insurance Act Coverage	0.00

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE: Refer To Form Schedule

VOmits applicable forms and endorsements if shown on specific Coverage Part/Coverage Form 0 ation.

07J212004 Countersignature Date

tl: Repr r-tativ

PHILADELPHIA INDEMNITY INSURANCE COMPANY
COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: PHPKOS5795

Agent#

See Supplemental Schedule

LIMITS OF INSURANCE

\$ 2,000,000	General Aggregate Limit (Other Than Products - Completed operations)
\$ 2,000,000	Products/Completed Operations Aggregate Limit
\$ 1,000,000	Personal and Advertising Injury Limit
\$ 1,000,000	Each Occurrence Limit
\$ 1,000,000	Fire Damage Legal Liability (Any One Fire)
\$ 1,000,000	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: NON PROFIT ORGANIZATION

Business Description: NON PROFIT ORGANIZATION

Location of All Premises You Own Rent or Occupy: SEE SCHEDULE ATTACHED

AUDIT PERIOD, ANNUAL UNLESS OTHERWISE STATED: N/A

Classification	CDs No.	Prim	Jum	Rate	Prod	Prom	Ops	Prodi
					Comp			CO-1
SEE SCHEDULE ATTACHED								
TOTAL PREMIUM FOR THIS COVERAGE PART					\$	1,081.00		

CLAIMS MADE DATE: Q~/QQJQQç~jD

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:
Refer to Forms Schedule

07J~/2004~
CoLJr-efsignature Date

Avthcthed Representative
cidwat

STATE
COMPENSATION
INSURANCE
F ~!N IDJ ~

OFFICE s~rFRANCISCO ~

ANNUAL RATING ENDORSEMENT

IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING
PN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.
CONTINUOUS POLICY **636-04**

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD
BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

IMPORTANT

THIS IS NOT A BILL

CALIFORNIA COMMUNITY CARE ASSOCIATION

SEND NO MONEY UNLESS STATEMENT IS ENCLOSED]

TKERATIPVLG PERIOD BEGINS ANO ENDS AT 12:01AM
PACIFIC STANDARD TIME

FAMILY HOUSING & ADULT RESOURCES
INC.
490 EL CAMINO REAL STE. 210
BELMONT, CALIF 94002

RATING PERIOD 1-01-04 TO 1-01-05

	UNIT	101
	DEPOSIT PREMIUM	\$12,827.00
	MINIMUM PREMIUM	\$340.00
PREMIUM ADJUSTMENT PERIOD		MONTHLY
REP 05		RNA

NAME OF EMPLOYER— FAMILY HOUSING & ADULT RESOURCES, INC.
(A NON-PROFIT CORP.)

CODE NO. ~`RINCIPALWORK AND RATES EFFECTIVE FROM 01-01-04 TO 01-01-05

		BASE RATE	INTERIM BILLING RATE~
8742	SALESPERSONS--OTJTS IDE.	2.57	3.75
8810	CLERICAL OFFICE EMPLOYEES---N.O.C.	2.24	1.52
8868	COLLEGES OR SCHOOLS--PRIVATE--NOT AUTOMOBILE SCHOOLS—PROFESSORS, TEACHERS OR ACADEMIC PROFESSIONAL	6.17	4.19
9085	RESIDENTIAL CARE FACILITIES FOR THE DE- VELOPMENTALLY DISABLED--ALL EMPLOYEES.	20.81	14.15

EXPERIENCE MODIFICATION

1-01-04 TO 1-01-05 68 %