

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
HUMAN INVESTMENT PROJECT  
(HIP Housing)**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
2005, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"  
and Human Investment Project, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing the Operation of the Self-Sufficiency Program;

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included 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  
Attachment I—§504 Compliance

**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," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **Two Hundred Twenty Thousand Dollars, (\$220.000)**.

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2005 through June 30, 2006.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

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.

**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
- (b) Motor Vehicle Liability Insurance . . . . . \$1,000,000
- (c) Professional 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 agrees to comply with the provisions of Section 10850 of the California Welfare and Institutions Code and Division 19-000 of the State Department of Social Services Manual of Policies and Procedures.

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

**11. Non-Discrimination**

- A. *Section 504 applies only to Contractor 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:**

San Mateo County Human Services Agency  
Stephen Kaplan, Director, Northern Region  
350 90<sup>th</sup> Street  
Daly City, CA 94015

**In the case of Contractor, to:**

Human Investment Project (HIP Housing)  
Bruce Hamilton, Executive Director  
364 South Railroad Avenue  
San Mateo, CA 94401



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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Richard S. Gordon, President, Board of  
Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Human Investment Project  
Bruce Hamilton, Executive Director  
364 South Railroad Avenue  
San Mateo, CA 94401

\_\_\_\_\_  
Contractor's Signature

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

Exhibit "A"  
Program/Project Description

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

Self-Sufficiency Program

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 SSP 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).
- (c) In the absence of Section 8 voucher, the client families to be identified by HIP for SSP under the SHARE model will be allowed to utilize CalWorks funds provided by the Agreement. For the months prior to July 1, 2006, HIP shall invoice the County on a monthly basis for these funds for SSP along with the HIP's monthly request for HOP program funding.

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

Clients entering SSP on or after July 1, 2005, shall receive housing scholarships under HOP with County approval.

New clients entering SSP shall participate in the shared housing program and 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 Human Services Agency/Shelter Services 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 Responsibilities**

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.

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.

### **RESPONSIBILITIES RELATING TO THE COUNTY'S OBM INITIATIVE**

Contractor will engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- Attending planning and informational meetings;
  - Developing program performance and outcome measurements;
  - Collecting and submitting data necessary to fulfill measurement requirements;
  - Participating in technical assistance and training events;
  - Participating in a review of performance and outcome information; and
- Complying with OBM Implementation Guidelines as specified.

County, through the Human Services Agency, will:

Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative; and Conduct review of performance and outcome information.

Exhibit "B"  
Method and Rate of Payment

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

**HIP HOUSING SELF-SUFFICIENCY PROGRAM**

Payment by County to Contractor will be made monthly upon receipt of monthly requests for payments, unless agreed otherwise by Contractor and the Director of the Human Services Agency/Shelter Services. All requests for payment will be submitted to Human Services Agency/Shelter Services.

Contractor will submit payment requests to the County no later than the 15th of each month. Requests for rental assistance payment will be made as advances, that is, for the month following the month in which payment request is submitted. No payment will 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 will not exceed \$79,530.00.

Payment for program service delivery costs, as outlined in Exhibit A, will be made for the current month in which payment request is submitted. Program service delivery costs payment will be made in twelve (12) equal monthly installments for the period July 1, 2005 through June 2006, not to exceed \$140,470, or \$11,705.83 per month. Contractor will further certify in writing what specific activities have been performed. Final authority for deciding the validity of requests for reimbursement will 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 will state the specific nature of its objections to Contractor's work in writing. County will also specify what actions or changes are necessary to make the work acceptable. Contractor will respond to County within 15 days of receipt of such objections. The parties to this Agreement will meet to discuss such objections at the request of either party. In no case will the total amount of this Agreement exceed \$220,000.

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

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**I Vendor Identification**

Name of Contractor      Human Investment Project (HIP Housing)  
Contact Person          Bruce Hamilton, Executive Director  
Address:                    364 South Railroad Avenue  
                                      San Mateo, CA 94401  
Phone Number            (650) 348-6660  
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  
(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

<b>Exhibit D</b>	
<b>Monitoring</b>	
Contractor will submit to the County of San Mateo Human Services Agency, Shelter Services a <b>Quarterly Performance Report</b> within 30 days of the end of each month. This Monthly Report will consist of two parts (Item 1 and 2):	
1.	<u>Performance Log</u> , to be submitted on form approved by the County Human Services Agency, Shelter Services, which will provide income and demographic information of each individual or household served as well as a brief description of the services provided during the quarter. The Log will further contain information on referral source of the beneficiaries.
2.	<u>Narrative Report</u> , which provides a narrative of highlights/details of both the funded activity and of the Contractor's organization; also
3.	<u>Submit to the County the following documents:</u>
	a. Annual Budget Report;
	b. Board of Directors' Roster;
	c. Board Meetings Schedule; and
	d. Notification to Human Services Agency, Shelter Services of any significant changes.
Contractor will maintain files in their offices, which contains the information required in the Performance Reports. Each household or individual served will be assigned an individual file identifier which will be provided to the Human Services Agency/Shelter Services. The file identifier can be the name of the client or, if confidentiality is a concern, a numerical identifier may be used. Household income will 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. This file will be available to the Human Services Agency upon request.	
All families served must have household incomes which do not exceed the low income limits established by the criteria of the Moving to Work program. Contractor will assess family eligibility and enroll families that meet the criteria. Contractor will verify income and maintain verification in clients' files.	

### 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) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/ recognizes and agree/agrees 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

\_\_\_\_\_  
Name of Contractor(s) Type or Print Street Address or P.O. Box

\_\_\_\_\_  
City State Zip Code

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

\_\_\_\_\_  
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 handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations).other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible.