




COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Department of Housing



DATE: November 3, 2011
BOARD MEETING DATE: November 15, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors (Sitting as the Board of Commissioners of the Housing Authority)

FROM: Duane Bay, Director, Department of Housing
William Lowell, Executive Director, Housing Authority 

SUBJECT: Agreement between the Housing Authority of the County of San Mateo (HACSM) and Community Overcoming Relationship Abuse (CORA)

RECOMMENDATION:

Adopt Resolution 2011-07 authorizing the Executive Director of the Housing Authority to execute:

1. An Agreement with Community Overcoming Relationship Abuse (CORA) to provide funds under the Provider-Based Assistance program for the term of November 15, 2011, through November 14, 2014, for an amount not to exceed \$979,334; and
2. Contract amendments modifying the HACSM's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modifying the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

On April 13, 2010, the Board approved HACSM's 2010-2011 Moving-To-Work (MTW) Annual Plan which contained an initiative to design and implement a new rental assistance program serving income-qualified members of particular special-needs populations in our community who either are not served or are underserved by the structure of the current Section 8 program or other grant programs as a result of unique qualifying circumstances.

HACSM has a history of working closely with the supportive services providers in San Mateo County through its MTW Self-Sufficiency and Housing Readiness Programs. In addition to the Section 8 programs, HACSM also manages grant programs such as Shelter Plus Care and Supportive Housing. Building on the successes of these programs, HACSM created a Provider-Based Assistance (PBA) program.

The PBA program enables HACSM to enter into formal partnerships with local service providers to provide time-limited rental assistance, in connection with supportive

services, to individuals with special needs. The goals of the PBA program are to assist eligible households to increase their housing stability, increase their skills and/or income, and obtain greater self-sufficiency. Each provider will design and implement its own program using HACSM funds for the housing component.

DISCUSSION:

HACSM held several meetings with community-based organizations (CBOs) in order to design a program that best meets the most important local needs. Because the program is unprecedented and needs to be used as creatively as possible, HACSM released a draft RFP to the CBOs for comments and suggestions.

HACSM issued a final Request for Proposals (RFP) to CBOs in May 2011; there were six responses. HACSM planned to enter into contracts for a pilot program with one or two providers totaling, in the aggregate, approximately 30 vouchers with a budget of up to \$500,000 per year.

The Housing, Health and Human Services Committee reviewed this process and the selection of CORA for a contract at its October 18, 2011 meeting.

The first contract awarded is with CORA. The PBA program will enable CORA to serve more people affected by domestic violence for longer periods of time, improving their ability to stabilize their lives after leaving an abusive relationship. This contract funds access to 15 additional transitional units with funding at a maximum of \$334,380 in the first year, \$326,846 in the second year, and \$318,108 in the third year; CORA will serve 15 or more families, for a total of at least 30 individuals, ensuring against homelessness for at least one to three years. Clients in the PBA program will have access to all of CORA's existing services such as legal assistance, individual and family therapy, peer counseling, support groups, parenting education, and Life Skills workshops.

County Counsel has reviewed and approved the Resolution as to form.

Approval of this Resolution contributes to the Shared Vision 2025 outcome of a Livable Community by enabling HACSM to provide housing subsidy to low and very low income households while increasing housing choice through program flexibilities.

FISCAL IMPACT:

There is no Net County Cost associated with this action. All funds required to operate the program are provided by the U.S. Department of Housing and Urban Development and are part of HACSM's Section 8 voucher renewal funding and reserves.

RESOLUTION NO. 2011-07

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, SITTING AS THE BOARD
OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN
MATEO, STATE OF CALIFORNIA**

*** * * * ***

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE HOUSING
AUTHORITY TO EXECUTE 1) AN AGREEMENT WITH COMMUNITY OVERCOMING
RELATIONSHIP ABUSE (CORA) TO PROVIDE FUNDS UNDER THE PROVIDER-
BASED ASSISTANCE PROGRAM FOR THE TERM OF NOVEMBER 15, 2011,
THROUGH NOVEMBER 14, 2014, FOR AN AMOUNT NOT TO EXCEED \$979,334;
AND 2) CONTRACT AMENDMENTS MODIFYING HACSM'S MAXIMUM FISCAL
OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR
MODIFYING THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE
MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED
FISCAL PROVISIONS.**

RESOLVED, by the Board of Supervisors of the County of San Mateo, sitting as
the Board of Commissioners of the Housing Authority of the County of San Mateo
(HACSM), State of California, that

WHEREAS, on April 13, 2010, the Board approved HACSM's 2010-2011
Moving-To-Work (MTW) Annual Plan, which contained an initiative to design and
implement a new rental assistance program to serve income-qualified members of
particular special-needs populations in our community who either are not served or are
underserved by the current Section 8 program or other grant programs because of
unique qualifying circumstances; and

WHEREAS, HACSM, working closely with supportive service providers in San
Mateo County, created a Provider-Based Assistance (PBA) program; and

WHEREAS, the PBA program enables HACSM to enter into formal

partnerships with local service providers to provide time-limited rental assistance, in connection with supportive services, to individuals with special needs; and

WHEREAS, HACSM issued a Request for Proposals to local service providers in May 2011 and identified the Community Overcoming Relationship Abuse (CORA) as respondent most well-suited to be a PBA program partner for the pilot program; and

WHEREAS, the PBA program funding will enable CORA to provide access to 15 additional transitional units and serve 15 or more families comprising at least 30 individuals, ensuring against homelessness for at least one to three years; and

WHEREAS, there has been presented to the Board for its consideration and acceptance the Agreement, reference to which is hereby made for further particulars, and the Board has examined and approved the same as to form and content

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Commissioners of the Housing Authority of the County of San Mateo authorizes the Executive Director of the Housing Authority to: 1) execute an Agreement with Community Overcoming Relationship Abuse (CORA) to provide funds under the Provider-Based Assistance program for the term of November 15, 2011, through November 14, 2014, for a total amount not to exceed \$979,334, and; 2) execute amendments modifying the HACSM's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modifying the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE
COUNTY OF SAN MATEO AND COMMUNITY OVERCOMING RELATIONSHIP
ABUSE (CORA).**

THIS AGREEMENT, entered into this 15th day of November, 2011, by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, hereinafter called "HACSM," and CORA, hereinafter called "Provider";

**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—Scope of Services
Exhibit B—Budget/Subsidy Payments
Contractor's Declaration Form
Assurance of Compliance with Section 504

2. Services to be performed by Provider

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

3. Payments

In consideration of the services provided by Provider in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," HACSM shall make payment to Provider based on the rates and in the manner specified in Exhibit "B." HACSM reserves the right to withhold payment if the HACSM determines that the quantity or quality of the work performed is unacceptable. In no event shall the HACSM's total fiscal obligation under this Agreement exceed Nine Hundred Seventy-Nine Thousand, Three Hundred Thirty-Four and no/100 dollars [\$979,334].

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 15, 2011 through November 14, 2014.

This Agreement may be terminated by Provider, the HACSM Executive Director 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 Provider under this Agreement shall become the property of the HACSM and shall be promptly delivered to the HACSM. Upon termination, the Provider may make and retain a copy of such materials. Subject to availability of funding, Provider shall be entitled to receive payment for services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the services completed to the services required by the Agreement.

5. Availability of Funds

HACSM 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 Provider as soon as is reasonably possible after the HACSM learns of said unavailability of outside funding.

6. Relationship of Parties

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

7. Hold Harmless

Provider shall indemnify and save harmless HACSM, 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 Provider, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Provider'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 HACSM, its officers, agents, employees, or servants, resulting from the performance of any work required of Provider or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which HACSM 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 Provider 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

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

9. Insurance

The Provider 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 Provider shall use diligence to obtain such insurance and to obtain such approval. The Provider shall furnish the HACSM with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Provider's coverage to include the contractual liability assumed by the Provider 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 HACSM 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 Provider 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 Provider 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 Provider 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 Providers 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 |

HACSM 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 HACSM, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the HACSM 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 HACSM 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 Provider 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. Further, Provider certifies that the Provider and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Providers who are providing services to members of the public.* Provider 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.* Provider 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. Provider's equal employment policies shall be made available to HACSM 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 Provider to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Provider from bidding on or being awarded a HACSM 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 Provider'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 Provider under the Contract or any other Contract between Provider and HACSM.

Provider 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 Provider 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. Provider 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, Provider 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 Provider 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. Compliance with Contractor Employee Jury Service Ordinance

Provider shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Provider, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Provider or that the Provider deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

(c) Provider agrees to provide to HACSM, to any Federal or State department having monitoring or review authority, to HACSM'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.

14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

15. Controlling Law and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder

shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of HACSM, to:

Housing Authority of the County of San Mateo
William Lowell, Executive Director
264 Harbor Blvd., Bldg A
Belmont, CA 94002

In the case of Provider, to:

CORA
Melissa Lukin, Executive Director
PO Box 4245
Burlingame, CA 94011

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.


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

HOUSING AUTHORITY OF THE
COUNTY OF SAN MATEO

By: _____
Executive Director

Date: _____

CORA



Provider's Signature

Date: 10/19/11

EXHIBIT A: SCOPE OF SERVICES

In July 2010, HACSM received HUD approval for "Local Non-Traditional Use of Funds" authority. Building on its history of collaboration with local providers of supportive services, HACSM started to explore program designs that would enable these partners to expand housing opportunities for the special needs populations they serve.

Building on the successes of these programs and innovations, HACSM is creating a Provider-Based Assistance (PBA) program to serve the members of our local community who are either not served or underserved by the current Section 8 program or grant programs because of their own unique circumstances. The PBA program will enable CORA to provide time-limited rental assistance, in connection with supportive services, to survivors of domestic violence.

In consideration of the budget/subsidy payments set forth in Exhibit B, Provider shall provide the services as described in this Exhibit A.

These services can be changed at any time during the term of the agreement with mutual consent between the Provider and HACSM.

I. *Participant Referral, Eligibility, and Engagement*

Eligible individuals for the project must meet the following eligibility criteria:

Admission Criteria

Potential clients for this program will be referred from one of CORA's programs such as its emergency shelter, transitional housing, counseling programs, legal service department, or hotline. Program staff will refer clients based on the following criteria:

- (1) The client must be a victim of domestic violence, be homeless or at risk for homeless due to fleeing a violent relationship.
- (2) The client must have low or extremely low income levels (demonstrated by paystubs, tax forms, or bank statements).
- (3) The client must demonstrate the ability to increase self-sufficiency skills after short-term rental assistance has ended (e.g., through current employment, the demonstrated likelihood of securing employment or completing an educational program, and a Case Manager's assessment of independent living skills).

Once a client is referred, the Case Manager will contact the client and set up an initial assessment/interview date. The client will be asked to complete an application and provide documentation that reflects their income levels and self-sufficiency goals. During this assessment, the Case Manager will also assess the client's safety, housing status, and need for other supportive services. This initial assessment may require a few sessions in order to fully complete the process, depending on the client's level of preparedness and/or extent of information provided. In a case where the client is being referred from one of CORA's residential programs or a residential program in the community, the case manager will make an effort to contact the other provider to get additional information about the client's demonstrated ability to increase self-sufficiency.

Once an initial assessment is completed, the case will be presented to CORA's Housing Selection Committee. The committee is comprised of CORA case managers, the manager of housing services, and a member from the community who specializes in self-sufficiency

(currently this is a representative from HIP Housing). The committee will review the application, eligibility and goals. Once a decision is made to accept the client into the program, the case manager will assist the client in finding appropriate housing, securing leases and establishing a budget and self-sufficiency plan.

Every referral to the PBA program must be documented by the Provider in accordance with the Services Contract. Every referral will be dated. All referrals and program entrance and denials will be performed in a manner consistent with fair housing laws. The Provider will only accept referrals when openings exist in the Program. Due to the nature of the referrals and the housing needs of the target population, a short referral list will be maintained. HACSM will monitor documentation of referrals on at least a semi-annual basis.

Minimum Federal Requirements for Subsidy:

- a. May not be bound to "lifetime registration" under any State Sex Offender registration program.
- b. May not ever have been convicted of manufacturing or producing methamphetamine in a Public Housing development or in a Section 8 assisted property.
- c. Must be below 80% of Area Median Income (AMI) with at least 75% of participants below 30% of AMI.

Criminal Background Checks

CORA will complete a background check and certification form for eligible individuals prior to program admission.

Provider Certification Regarding Participant Eligibility: By accepting Subsidy Payments, CORA certifies all program participants meet the above-stated eligibility criteria and that criteria for admissions comply with all fair housing laws.

Intake Procedures

The Provider is required to collect intake information under the Services Contract for all Participants referred to and/or enrolled in the Program. In addition, the Provider will conduct Participant Orientations with each Participant to review the following:

- 1) The terms of tenancy;
- 2) The terms of the subsidy;
- 3) The Tenant Lease; and
- 4) Grievance/appeal procedures; and
- 5) Contract of participation.

No applicant will move into housing until a Tenant Lease has been signed.

II. UNITS AND LANDLORDS

Initial Unit Set-up

The Provider will ensure new participants move into units located in San Mateo County. Initial inspections must be completed prior to each new move-in. HACSM will ensure new participants move into units that meet the requirements of Housing Quality Standards (HQS).

Prior to each Participant moving in, the Provider will submit a Request for Tenancy Approval to HACSM. This form triggers the request for inspection, which HACSM will ensure is conducted within 2-10 days of receipt. Initial inspections must be completed prior to each new move-in.

Ineligible Units

HACSM will not assist a unit under the PBA program if the unit is a public housing or Indian housing unit; a unit receiving project-based assistance under Section 8 of the 1937 Act (42 USC 1437f); nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services; college or other school dormitories; units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; a unit occupied by its owner or by a person with any interest in the unit.

Duplicative Assistance

The Provider may not receive the subsidy of the PBA program for a participant in a unit while receiving the benefit of any of the following forms of other housing subsidy:

- Public or Indian housing assistance;
- Other Section 8 assistance;
- Assistance under former Section 23 of the U.S. Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);
- Section 101 rent supplements;
- Section 236 rental assistance payments;
- Tenant-based assistance under the HOME program;
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);
- Any local or State rent subsidy;
- Section 202 supportive housing for the elderly;
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or
- Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

Identifying Landlord Partners

In order to make units available to program participants, the Provider may utilize units it already owns or may lease or master lease units in the private market (either individually or in clusters). In addition, the service clients may be allowed to rent a unit on the open market, subject to HACSM tenancy approval limitations (e.g. clients cannot rent a unit from certain relatives). If the Provider chooses to lease or master lease units, the Provider must engage Landlords and negotiate Lease terms that meet the needs of participants. In any case, housing units selected may not be receiving other government funding for rental assistance or operating costs.

Landlord Approval

Prior to entering into a Lease with any Landlord, the Provider will submit information about the Landlord and the housing development to receive HACSM approval. Approval may be based upon, but is not limited to: location, access to amenities and public transportation, Housing Quality Standards, and rent reasonableness. HACSM will conduct the rent reasonableness determination. Housing units selected may not be receiving other government funding for rental assistance or operating costs.

Form of Lease

The form of Lease will be negotiated by the Provider and may include, but is not limited to a Master Lease. If the Provider uses a Master Lease, it will still enter into a Tenant lease with each participant. The initial Lease term and any subsequent Lease terms shall be established by the Provider as long as it complies with applicable Federal, State and local laws.

Relationships with Landlords

It is of utmost importance the Provider establishes and maintains good relationships with Landlords in the program if the Provider leases or master leases units in the private market. Every effort should be made to respond quickly to Landlord requests and concerns. The Provider will establish a regular communication schedule with the Landlord to proactively ensure participant residency is not in jeopardy and to proactively troubleshoot any concerns.

III. PAYMENTS

Lease Rent

The Lease Rent is the rent the Provider pays to the Landlord for each unit under its Lease. If a program participant is renting a unit in the open market, HACSM will complete a determination to ensure the Lease Rent is reasonable. This 'rent reasonableness' determination is to ensure the owner is not charging a rent for the assisted unit that's higher than other similar units in the building or in the neighborhood.

Lease Rent Increase

If a Landlord requests a rent increase, the Provider is required to submit new request to HACSM within 30 days of receipt in order to receive a determination of rent-reasonableness.

Subsidy Payment

The Subsidy Payment is the payment HACSM makes to the Provider in order to reimburse the Provider for the costs of the Lease Rent and other eligible costs.

Rental Assistance: The Provider helps make housing affordable for program participants by using the Subsidy Payment to pay a portion of their housing cost. Providers will have the flexibility to house families in units appropriate for their family size. To offset the Lease Rent or occupancy costs, Providers may charge tenant rent in accordance to their rent policy.

The subsidy payments will be made only if the unit is occupied by an eligible family and will end upon the participant's graduation or completion of the program or termination from the program by Provider.

Each month, HACSM will pay Provider a per-unit-month subsidy (PUM) for each eligible housing unit occupied by an eligible household (for at least 15 days) during the previous month.

The Provider may "overlease," that is, may place more eligible participating households in a particular month than the nominal program capacity (i.e., serving more than 30 units approved by HACSM in the example above), and may invoice HACSM for payment for the actual usage. However, total subsidy payments from HACSM to Provider at the anniversary of the contract term will not exceed the one year budget for the Provider.

Administrative Costs: Because the primary purpose of the subsidy payment is to cover Lease Rent or occupancy costs rather than the costs of supportive services or overhead, Provider

must demonstrate on a quarterly basis through verifiable documentation that 80% or more of subsidy payment received has been used to pay actual costs to rent or operate occupied units during the past quarter.

Providers may use up to 20% of the subsidy payment for certain costs associated with the program. The allowable uses include:

- Conducting outreach and certifying new participants for the program;
- Providing housing information and search assistance;
- Determining participant income and rent contributions;
- Inspecting units for compliance with Housing Quality Standards;
- Processing rental payments to landlords; and
- Providing supportive services to improve participants' stability and self-sufficiency.

Vacancy Payments

Upon execution of a Lease for a unit, if after the 1st of the month, HACSM will prorate the subsidy based on the number of days occupied by the participant.

If a unit is vacated before the end of a Tenant's Lease, and after the 14th of the month, the Provider may account for the subsidy costs for the rent on the unit for the remainder of the month in which it was vacated.

If a Tenant is temporarily away from the unit to receive inpatient care or is incarcerated, the Provider will document the absence and may continue to collect Subsidy Payments for the unit for up to 3 months per Participant, per year. The Provider should make all efforts possible to ensure the Tenant continues to pay their portion of the rent and returns to the unit. Should the Tenant be unable to pay their portion of the rent, the Provider must document the reason in the monthly narrative report.

IV. TENANT VERIFICATIONS, LEASE AND RENT

Income Verification

The Provider will certify participants upon move-in and will recertify every participant's income no less than annually, depending on the term of the assistance. The Provider will be required to document all verifications and recertifications, as these records will be made available to HACSM upon request.

As needed and in order to maintain confidentiality, the Provider may assign an alternate identifier (e.g. case number in place of a name) for the participants or households being recertified.

Release of Information

The Provider will be required to maintain Release of Information forms for each Tenant in the program allows for information disclosure to HACSM.

Tenant Lease

The Tenant Lease is the agreement between the participant and landlord or the agreement between the participant and Provider. The Tenant Lease will specify the amount of the monthly Tenant Rent and the amount of the monthly Lease Rent.

If the Provider is the property owner or the Master Lease holder, the Provider will enter into an initial Tenant Lease with each Tenant for a term of at least one month, automatically renewable upon expiration, except on prior notice.

The Tenant Lease, or addendum to the Lease, will require participation in services as a condition of the housing or subsidy, based on the requirements of the Provider.

Tenant Rent

The Provider will determine the Tenant Rent based on the Provider's (see CORA's established criteria). The tenants will make payment directly to the Provider or the landlord, depending on the terms and conditions of the Lease Agreement. HACSM is not responsible to collect Tenant Rent or make subsidy payments to the landlord.

V. SERVICES AND PARTICIPANT PARTICIPATION

Tenants will be provided a Participant Contract and Financial Assistance Agreement upon admission into the program that clearly describe the scope of services provided, the tenant responsibilities, and a schedule of the rental assistance to be provided. To promote self-sufficiency, the Provider will engage each participant and their family in supportive case management services. Program participants will be provided referrals to self-sufficiency workshops such as: tenant rights and responsibilities, budgeting, tax filing tips, credit consultation, developing a housing resume, and financial services. The Case Manager will help the client integrate into the community by connecting them with other resources as needed, providing peer counseling, and ensuring CORA's comprehensive services (e.g. therapy, legal services, support groups, food, and clothing) are available. The Case Manager will communicate with each client about available self-sufficiency workshops which may include: goal setting, job interviewing skills, resume building, parenting, communication, conflict resolution, safety planning, stress management, healthy cooking, exercise, and other groups as needed.

Tenants/participants will be required to comply with their leases and pay their portion of the rental expenses in a timely manner. They will need to have regular communication with their case managers and demonstrate ongoing efforts toward self-sufficiency (e.g., enrollment in school, working, or taking other steps to increase their income).

VI. TERMINATION AND GRIEVANCE PROCEDURES

The Tenant may be terminated from this program voluntarily or as initiated by the Provider.

The Tenant may also "graduate" if their income exceeds the criteria to remain in the program.

It is the duty of the Provider to exhaust all appropriate interventions before resorting to eviction and/or termination of Rental Assistance including moving the Tenant (with subsidy) to another unit. Appropriate and sufficient supportive services intervention shall be provided such that the need for termination is rare.

Notice of Noncompliance with Lease and/or Rental Assistance

When the Provider becomes aware of a situation where a Tenant is out of compliance with their Tenant Lease and/or Rental Assistance Agreement, the Provider should first address the situation through repeated communication and contact. This will include both verbal and written communication describing specific ways the Tenant is out of compliance with the Lease and alternative behavior/interventions that should bring the Tenant back into compliance to avert termination or eviction. Deadlines should be set accordingly for compliance and/or correction and tracked. Information and reference to the possibility of termination of the Tenant Lease and or Rental Assistance should be made consistently and clearly to the Tenant.

Final Letter of Non-Compliance

If it becomes necessary to establish a last chance to comply, the Provider will draft a formal letter of Non-Compliance. The letter must include a clear statement of non-compliance and a summary of the corrective actions that have been taken to address the situation. The letter gives the Tenant his/her last chance to comply with requirements within a specified time frame before the termination process is initiated.

Notice of Termination of Lease

When all efforts to assist a Tenant in regaining compliance have failed, the Provider determines termination of tenancy is appropriate; the Provider will begin issuing formal notices of lease violation. The Tenant may appeal this termination process in accordance with Landlord Tenant Law.

Notice of Termination of Rental Assistance

If the Provider determines termination of Rental Assistance on behalf of the Tenant is necessary, the Provider will notify the Tenant, in writing, of the date the Rental Assistance will be terminated. The Tenant will be informed he/she will be responsible for the full Lease Rent. This written notice will include the reasons for termination of the Rental Assistance.

Appeal/Grievance of Rental Assistance Termination:

Clients are encouraged to resolve problems/grievance with their case manager. Clients will be given a copy of the grievance procedure upon intake. The Housing Manager or his designee will respond to all grievances within 7 days.

Following Termination of Rental Assistance

When Rental Assistance is terminated, the Tenant may remain in the rental unit if able to pay the full unit rent. After the termination date, if the Tenant elects to remain in the rental unit, the Tenant is responsible for signing a lease with the Landlord and paying full rent.

VII. PROGRAM MONITORING AND EVALUATION

Reporting

On a quarterly basis, the Provider shall submit to HACSM a report of activities for the previous quarter that will include but is not limited to the following items:

- List of participant names or alternate identifiers,
- Lease Rents Paid
- Tenant Rents
- Case management activities
- One, or more, client stories
- Description of any program challenges and successes.

Contract Monitoring

HACSM will monitor the program finances and progress on a quarterly basis. No less than semi-annually, HACSM will audit files to determine established processes are being followed. Program entrances, exits and non-admittances will also be monitored.

On an annual basis, HACSM will audit Tenant income files to determine Tenant Rent calculations are processed accurately.

In addition, HACSM will conduct occasional quality assurance inspections to determine ongoing compliance; therefore the Provider will be responsible to ensure units continue to comply with HQS.

Communication

The Provider will proactively communicate with other county agencies, cities, and members of the Continuum of Care Committee in order to assure those who are interested are aware of the status, success and challenges of the program. The Provider will notify HACSM prior to using the Program in newsletters, presentations or other communications. The Provider will share with HACSM stories of success in writing upon request for use in HACSM publications. When media is involved, the Provider and/or HACSM will make every effort to notify the other party of such involvement in advance.

Program Evaluation

HACSM is responsible for the outcome development and program analysis for this project. The evaluation may address issues related to 1) housing stability, and 2) participant success (such as income status or time in unit) and 3) serving the number of households that otherwise would not have been served. HACSM is interested in the Provider developing the appropriate evaluation criteria for the population being served.

The Provider is expected to collect mutually agreed upon Participant data and outcomes for the program evaluation.

Invoicing and Reporting

The Provider will submit quarterly invoices and corresponding reports to HACSM that document actual expenses for the previous three (3) months. In addition, the Provider will submit a brief monthly narrative highlighting successes or concerns in the program.

Program Expansion

Both parties of this contract and others involved in the funding, design and operations of this project understand the Program may be expanded to meet the needs of additional individuals. Clear communication between parties, information tracking, landlord relationships, and Participant success will all be very important factors in determining whether this contract can be expanded upon for future years and to serve additional households.

Exhibit "B"

In consideration of the services provided by Provider in Exhibit A (Scope of Services), HACSM shall make subsidy payments to Provider based on the attached budget schedule and narrative.

Housing Authority of the County of San Mateo
Provider-Based Assistance Program for
CORA (Community Overcoming Relationship Abuse)
Budget Narrative

1) RENT LEVELS

- a. Rent Policy - CORA will pay partial rent for eligible individuals based on the following formula. Leases will be in the name of the tenants.
 - i. First year of occupancy – CORA pays 80% to landlord and tenant pays 20%.
 - ii. Second year of occupancy – CORA pays 70% to landlord and tenant pays 30%.
 - iii. Third year of occupancy - CORA pays 60% to landlord and tenant pays 40%.

This structure is ideal in that it is stable enough to assist the client in financial planning. Further, the reduction is based on time (not income) and will not serve as a deterrent to increasing income.

- b. Determination of participant's income, unit size, and rent amount.
 - i. Income –The client's income will be assessed for eligibility based on paystubs, records of public assistance, and/or bank account records.
 - ii. Unit Size – Since the client will be the lease holder, they will be able to select a unit of their choosing. CORA will determine habitability of the unit accordingly.
 - iii. Rent Amount – Each apartment selected will be assessed for rent reasonableness, as well as considered based on the likelihood of the client's ability to pay.

2) SERVICES - PERSONNEL EXPENSES

- a. Titles, positions, and description of duties and responsibilities.
 - i. Case Manager
 - 1. Conducts outreach and certifies new participants for program.
 - 2. Provides housing information and search assistance.
 - 3. Inspects units for compliance with Housing Quality Standards
 - 4. Provides supportive services to improve participants' stability and self-sufficiency.
 - 5. Determines participant income and rent contributions.
 - ii. Manager of Housing Services
 - 1. Administers contract.
 - 2. Oversees the referral process and other housing management tasks.
 - 3. Supervises the Case Manager.
 - 4. Compiles quarterly reporting data.

**Housing Authority of the County of San Mateo
Provider-Based Assistance Program for
CORA (Community Overcoming Relationship Abuse)
Budget Narrative**

- 3) SUBCONTRACTED SERVICES - None
- 4) SUPPORT SERVICES REVENUE AND EXPENSES - The only source of support services revenue is funding from this grant. The support services expenses relate to the personnel described above. The housing to be provided is not expected to be a “scattered site”.
- 5) OPERATING PRO FORMA – No rental assistance or operating support to be used in a nonprofit-owned building.
- 6) OPERATING BUDGET DETAIL/EXPENSES – Operating expenses include costs necessary to support the Case Manager and Manager of Housing Services such as mileage, office expenses, telephone costs, and training. Indirect costs include expenses for administrative personnel who process rental payments to landlords, calculate grant expenditures, provide budgeting information, and generate required reports.

**Housing Authority of the County of San Mateo
Provider-Based Assistance Program for
CORA (Community Overcoming Relationship Abuse)
Budget 2011-13**

Basis

15 Total Units:
4 One-Bedroom Units
8 Two-Bedroom Units
3 Three-Bedroom Units

Year 1

2011 HUD Fair Market Rents (see Budget Calculations)

CORA pays 80% of rent, tenant pays 20%

4 One-BR Units = \$1,465 x 4 x 12 x 0.8 =	\$56,256	
8 Two-BR Units = \$1,833 x 8 x 12 x 0.8 =	\$140,774	
3 Three-BR Units = \$2,447 x 3 x 12 x 0.8 =	\$70,474	
Leasing Total	\$267,504	
Support Services	\$66,876	20%
TOTAL	\$334,380	

Ave unit cost per month = \$334,380 div by 12 div by 15 = \$1,858

Year 2

2012 Projected HUD Fair Market Rents (see Budget Calculations)

CORA pays 80% of rent, tenant pays 20% (new renters)

CORA pays 70% of rent, tenant pays 30% (renters who started in year 1)

Assume 50% tenant turnover from year 1 to year 2

4 One-BR Units = \$1,528 x 4 x 12 x (0.8+0.7)/2 =	\$55,008	
8 Two-BR Units = \$1,911 x 8 x 12 x (0.8+0.7)/2 =	\$137,592	
3 Three-BR Units = \$2,551 x 3 x 12 x (0.8+0.7)/2 =	\$68,877	
Leasing Total	\$261,477	
Support Services	\$65,369	20%
TOTAL	\$326,846	

Ave unit cost per month = \$326,846 div by 12 div by 15 = \$1,816

Year 3

2013 Projected HUD Fair Market Rents (see Budget Calculations)

CORA pays 80% of rent, tenant pays 20% (new renters)

CORA pays 70% of rent, tenant pays 30% (renters who started in year 2)

CORA pays 60% of rent, tenant pays 40% (renters who started in year 1)

Assume 1/3 of renters are new, 1/3 started in year 2, and 1/3 started in year 1

4 One-BR Units = \$1,593 x 4 x 12 x (0.8+0.7+0.6)/3 =	\$53,525	
8 Two-BR Units = \$1,993 x 8 x 12 x (0.8+0.7+0.6)/3 =	\$133,930	
3 Three-BR Units = \$2,660 x 3 x 12 x (0.8+0.7+0.6)/3 =	\$67,032	
Leasing Total	\$254,486	
Support Services	\$63,622	20%
TOTAL	\$318,108	

Ave unit cost per month = \$318,108 div by 12 div by 15 = \$1,767

THREE-YEAR TOTAL \$979,334

**Housing Authority of the County of San Mateo
Provider-Based Assistance Program for
CORA (Community Overcoming Relationship Abuse)
Budget Calculations 2011-13**

1. RENT

15 Total Units

4 One-BR Units

8 Two-BR Units

3 Three-BR Units

HUD Fair Market Rents for San Mateo

	2007	2008	2009	2010	2011	Ave 5-year increase	Projected 2012	Projected 2013
1 BR Unit/Mo	\$1,239	\$1,272	\$1,325	\$1,406	\$1,465	4.3%	\$1,528	\$1,593
2 BR Unit/Mo	\$1,551	\$1,592	\$1,658	\$1,760	\$1,833	4.3%	\$1,911	\$1,993
3 BR Unit/Mo	\$2,071	\$2,125	\$2,213	\$2,350	\$2,447	4.3%	\$2,551	\$2,660

2. SUPPORT SERVICES

Year 1

Personnel

Salary - Case Manager (1 FTE) \$37,000

Salary - Mgr of Housing Services (0.12 FTE) \$7,000

Benefits for Above @ 25% (P/R Taxes, Health Insurance, 403b, Workers Comp) \$11,000

Total Personnel \$55,000

Operating Expenses

Mileage (50 mi/wk x 52 wks/yr x \$0.51/mi) \$1,326

Office Expenses (\$91.67/mo x 12 mos) 1,100

Telephone (\$83.33/mo x 12 mos) 1,000

Training (\$300 per FTE) \$336

Total Operating Expenses \$3,762

Indirect Costs (Administrative Support) \$8,114

Total Support Services \$66,876

Year 2

Personnel

Salary - Case Manager (1 FTE) \$37,700

Salary - Mgr of Housing Services (0.09 FTE) \$5,300

Benefits for Above @ 25% (P/R Taxes, Health Insurance, 403b, Workers Comp) \$10,750

Total Personnel \$53,750

Operating Expenses

Mileage (50 mi/wk x 52 wks/yr x \$0.51/mi) \$1,326

Office Expenses (\$91.67/mo x 12 mos) 1,100

Telephone (\$83.33/mo x 12 mos) 1,000

Training (\$300 per FTE) \$327

Total Operating Expenses \$3,753

Indirect Costs (Administrative Support) \$7,866

Total Support Services \$65,369

**Housing Authority of the County of San Mateo
Provider-Based Assistance Program for
CORA (Community Overcoming Relationship Abuse)
Budget Calculations 2011-13**

Year 3

Personnel

Salary - Case Manager (1 FTE)	\$38,500
Salary - Mgr of Housing Services (0.06 FTE)	\$3,600
Benefits for Above @ 25% (P/R Taxes, Health Insurance, 403b, Workers Comp)	\$10,525
Total Personnel	\$52,625

Operating Expenses

Mileage (50 mi/wk x 52 wks/yr x \$0.51/mi)	\$1,326
Office Expenses (\$91.67/mo x 12 mos)	1,100
Telephone (\$83.33/mo x 12 mos)	900
Training (\$300 per FTE)	\$318
Total Operating Expenses	\$3,644

Indirect Costs (Administrative Support)	\$7,568
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Total Support Services	\$63,622
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