

ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

AGENDA ITEM No. _____ February 24, 2009

Chris Bazar
Agency Director



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Housing Director

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February 10, 2009

The Honorable Board of Supervisors
Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

**SUBJECT: AUTHORIZE RENEWAL OF CONTRACTS FOR FY2009/2010:
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
(HOPWA) PROGRAM**

RECOMMENDATION:

It is recommended that your Board authorize and direct the President of your Board to execute the following renewal contracts with community-based organizations for the period March 1, 2009 through February 28, 2010 to fund supportive-housing services, short term housing, and operating costs for the provision of housing and housing-related services under the Housing Opportunities for Persons With AIDS (HOPWA) Program:

- A. Contract No. 3772 - Ark of Refuge (Principal: Bishop Yvette Flunder; Location: Oakland) for case management services at Walker House (\$168,138);
- B. Contract No. 3783 - East Oakland Community Project (Principal: Wendy Jackson; Location: Oakland) for Emergency Shelter/short term housing services (\$211,556);
- C. Contract No. 3771 - Eden Information and Referral (Principal: Barbara Bernstein; Location: Hayward) for the AIDS Housing and Information Project (\$78,750); and
- D. Contract No. 3782 - Catholic Charities of the East Bay (Principal: Solomon Belette; Location: Oakland) for short term/transitional housing (\$127,525).

SUMMARY/DISCUSSION:

Housing Opportunities for Persons with AIDS (HOPWA), funded by the U.S. Department of Housing and Urban Development (HUD), is designed to increase affordable housing opportunities for people with HIV/AIDS. The City of Oakland is the entitlement grantee for the Eligible Metropolitan Area, which includes Alameda and Contra Costa Counties. The City of Oakland contracts with the Community Development Agency's (CDA) Housing and Community Development Department (HCD) to administer HOPWA funds in Alameda County.

HCD has administered HOPWA funds under contract with the City of Oakland since FY1993. HOPWA funds serve the entire county with a focus on areas with higher incidences of HIV/AIDS. Total funding so far has been more than \$15 million, which has contributed to the development of more than 153 transitional and permanent units of housing for people with HIV/AIDS, and provided supportive services and operating expenses for programs serving over three hundred people living with HIV/AIDS and their families each year.

The FY2009/2010 contracts maintain a focus on supporting the existing continuum of AIDS housing and services while carrying out targeted expansion in the number of transitional and permanent housing units for people with HIV/AIDS. The City of Oakland has approved renewal of the current contracted agencies, as listed above for the term of March 1, 2009 to February 28, 2010. On February 10, 2009, your Board authorized the President of your Board to execute the contract with the City of Oakland which funds these four services contracts. Authorizing the CDA Director to approve amendments to the contracts will allow flexibility to shift funds, with City of Oakland approval, if needed between contracts to meet demand or to extend the term of the contracts to maximize utilization.

HOPWA funds short-term housing, supportive services and operating costs for four agencies located throughout Alameda County (as well as housing development which is brought to your Board under separate letters). Supportive services include housing search assistance and support for acquiring and retaining affordable permanent housing, emergency shelter, information and referral on housing and services to service providers and people living with HIV/AIDS and limited case management. Ryan White CARE Act funding from the U. S. Department of Health and Human Services funds eligible supportive services and emergency housing assistance for people with HIV/AIDS. The County's Public Health Department Office of AIDS Administration (OAA) administers CARE Act funding for Alameda County. HCD continues to work with OAA to increase coordination of HOPWA and CARE Act funding and services. Funding these contracts provides uninterrupted services to clients.

SELECTION CRITERIA AND PROCESS:

HOPWA funds are allocated to Eligible Metropolitan Areas (EMA) based on proportionate share of cumulative number of AIDS cases and a higher than national average per capita incidence of AIDS in large cities for the previous year. The largest metropolitan city within the EMA is the grantee for that area (the City of Oakland is the grantee in this instance. The City of

Oakland contracts with HCD to administer funds within Alameda County. County staff conducts Request for Proposal (RFP) processes for the provision of services and the development of housing for people with HIV/AIDS. RFPs for housing development projects are conducted annually. RFPs for services are conducted as needed, with renewal of existing contracts based on satisfactory performance and continued need for service. These contracts were selected in prior years by RFP and are now renewed based on the criteria above. Final approval of recommendations for funding is made by the City of Oakland. These contracts have been approved by the City.

FINANCIAL CONSIDERATIONS:

Administration of the HOPWA program and these contracts is paid for by HOPWA funds under the contract with the City of Oakland. There is no Net County Cost as a result of this action.

Very truly yours,



Chris Bazar, Director
Community Development Agency

cc: Louie Martirez, County Administrator's Office
Andrea Weddle, County Counsel
Patrick O'Connell, Auditor Controller
U.B. Singh, CDA Finance Director

CONTRACT

THIS CONTRACT, made and entered into this 1st day of March, 2009 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY" and THE ARK OF REFUGE, INC., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY has received funding from the City of Oakland under the Housing Opportunities for Persons With AIDS Program for Fiscal Year 2007; and

WHEREAS, COUNTY is desirous of contracting with CONTRACTOR for the provision of certain services, a description of which are presented in Exhibit A, attached hereto; and

WHEREAS, CONTRACTOR is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, COUNTY desires that such duties and services be provided by CONTRACTOR, and CONTRACTOR agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

Scope of Work and Budget

1. Attached hereto, marked Exhibit A, and by this reference made a part hereof, is a description of the duties and services to be performed for COUNTY by CONTRACTOR, and CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner.
2. COUNTY has allocated the sum of \$168,138 to be expended as described in this contract. Unless an amendment to this contract otherwise provides, that amount shall in no event be exceeded by CONTRACTOR, and COUNTY shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by COUNTY.
3. The term of this contract begins on March 1, 2009 and ends on February 28, 2010.

Finance Administration Procedures

4. CONTRACTOR shall maintain on a current basis standard financial and administrative records regarding the verification of tenant incomes and household composition, determination of rental subsidy amounts and inspections and approvals of properties pursuant to Housing Quality Standards and other HUD guidelines, including—source documents supporting accounting transactions, eligibility and occupancy records as may be applicable, and related documents and records to assure proper accounting of funds and performance of this contract in accordance with instructions provided and to be provided by COUNTY. All records are to be maintained for a period of at least three years. CONTRACTOR shall comply with all such instructions. CONTRACTOR will cooperate with COUNTY in the preparation of, and will furnish any and all

information required for reports to be prepared by COUNTY as may be required by the rules, regulations, or requirements of COUNTY or of any other government entity. To the extent permitted by law, CONTRACTOR will also permit access to all books, accounts, or records of any kind to COUNTY or to any other governmental entity for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract.

5. CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY) with respect to that portion of its obligations which has been paid by another source of revenue. However, unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this contract. CONTRACTOR has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies, as it may desire. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by CONTRACTOR pursuant to this contract. Nothing herein shall be deemed to prohibit CONTRACTOR from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. COUNTY shall assign a liaison to CONTRACTOR with respect to the performance of this contract. In the event that a budget is one of the Exhibits to this contract, and if any adjustment in the line items in that budget is requested by CONTRACTOR, such adjustment may be made upon receipt by CONTRACTOR of the written approval of the liaison. Such budget adjustment shall not alter (1) the basic scope of services or other performance to be provided under this contract, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

7. CONTRACTOR shall submit all claims for reimbursement under the contract within thirty (30) days after the ending date of the contract. All claims submitted after thirty (30) days following the ending date of this contract will not be subject to reimbursement by the COUNTY. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) days following the ending date of the contract will be disallowed under audit by the COUNTY.

8. CONTRACTOR and COUNTY recognize that unforeseen events may cause significant increases in the costs to be borne by CONTRACTOR in rendering services hereunder and in otherwise performing this contract. If the Board of Supervisors determines that the CONTRACTOR has incurred unforeseen significant costs, which, if not paid, will interfere substantially with CONTRACTOR'S performance hereunder, and reimbursement thereof is necessary in order to prevent undue hardship to the recipients of CONTRACTOR'S services, this contract may be amended.

Insurance Requirements

9. CONTRACTOR shall maintain, at all times during the term of this contract, the insurance and bonding documentation described in Exhibit C to this contract, and shall comply with all other requirements set forth in that Exhibit.

Indemnify and Hold Harmless

10. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its Board of Supervisors, officers, employees and agents "collectively "Indemnitees" from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of CONTRACTOR OR COUNTY) or damage of any property (including property of CONTRACTOR or COUNTY) which arises out of or is any way

connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee.

Program Administration

11. COUNTY shall make at least one program evaluation during the term of this contract. COUNTY, with prior written notice of 14 days to CONTRACTOR, may at any time during the term of this contract conduct an evaluation of the program. Said evaluation shall cover both objectives and program of CONTRACTOR. CONTRACTOR shall maintain and retain records with respect to such objectives, program, and evaluations, and shall cooperate with COUNTY in making these or any other evaluation reports; CONTRACTOR shall permit access by COUNTY to the premises, shall furnish all information requested by COUNTY, and shall afford COUNTY access to all such records of CONTRACTOR.

12. None of the work to be performed by CONTRACTOR shall be subcontracted without the prior written consent of COUNTY. CONTRACTOR shall be as fully responsible to COUNTY for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR shall not transfer any interest in this contract (whether by assignment or notation) without the prior written approval of COUNTY. No party shall, on the basis of this contract, in any way contract on behalf of, or in the name of, the other party to the contract, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

13. Neither the CONTRACTOR nor any of its employees shall by virtue of this contract be an employee of COUNTY for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of COUNTY employees. CONTRACTOR shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

14. CONTRACTOR agrees to maintain the confidentiality of any information which may be obtained with this work. COUNTY shall respect the confidentiality of information furnished by CONTRACTOR to COUNTY.

Termination of Contract

15. If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this contract, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, COUNTY shall thereupon have the right to terminate this contract by giving written notice to CONTRACTOR of such termination and specifying the effective date of such termination. Without prejudice to the foregoing, CONTRACTOR agrees that if, prior to the termination or expiration of this contract, upon any final or interim audit by COUNTY, COUNTY finds that Contract has failed to fulfill its obligations under this contract in a timely and proper manner, that CONTRACTOR shall forthwith bring itself into compliance and shall pay to COUNTY forthwith whatever sums are so disclosed to be due to COUNTY (or shall, at COUNTY'S election, permit COUNTY to deduct such sums from whatever amount remains undisbursed by COUNTY to CONTRACTOR pursuant to this contract); if this contract shall have terminated or expired, and it shall be disclosed upon such audit, or otherwise, that such failure shall have occurred, the CONTRACTOR shall pay to COUNTY forthwith whatever sums are so disclosed to, or determined by, COUNTY to be due to COUNTY, or shall, at COUNTY'S election,

permit the COUNTY to deduct such sums from whatever amounts remain undistributed by COUNTY to CONTRACTOR pursuant to this or any other contract between the COUNTY and CONTRACTOR. Anything in this contract to the contrary notwithstanding, COUNTY or CONTRACTOR shall have the right to terminate this contract with or without cause at any time upon giving at least 30 days' written notice prior to the effective date of such termination.

Federal Requirements

16. CONTRACTOR shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in performing any of the work embraced by this contract. This shall include obtaining any licenses, permits or waivers necessary to legally own or operate any facility or perform any work or service covered by this contract.

17. Any building or structure assisted with funds through HOPWA or this contract for new construction, substantial rehabilitation, or acquisition of a building, structure, or site, must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than fifty-nine (59) years. (Substantial rehabilitation is defined as rehabilitation involving costs in excess of 75 percent of the value of the building after rehabilitation.) Any building or structure assisted with funds through HOPWA or this contract for non-substantial rehabilitation or repair must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than ten (10) years. In the event the property assisted with HOPWA funds is leased rather than owned by the CONTRACTOR, the building must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than ten (10) years.

18. CONTRACTOR shall retain the property acquired with funds under this contract as long as there is a need for the property to accomplish the purpose of the program whether or not the program continues to be supported by COUNTY funds. For disposition of property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, CONTRACTOR shall request disposition instructions from COUNTY. All personal property acquired with funds pursuant to this contract shall be acquired in compliance with Federal Management Circular 74-7, Attachment E - Property Management Standards.

19. CONTRACTOR agrees to comply with all requirements which are now, or which may hereafter be, imposed by the Housing Opportunities for Persons With AIDS (HOPWA) Program and HUD, as well as such requirements as may be imposed by COUNTY. This includes, but is not limited to: 24 CFR Part 574 (Housing Opportunities for Persons With AIDS; Final Rule); 24 CFR part 85 (OMB Circulars A-102, A-87, A-110 and A-122); 24 CFR part 87, anti-lobbying requirements, 24 CFR part 24, debarred or suspended contractors; and 24 CFR part 35, and the Lead-based Paint Poisoning Prevention Act. No persons shall be displaced as a result of a project funded under this agreement. CONTRACTOR agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of COUNTY. Further, CONTRACTOR agrees that upon the return of any funds granted, loaned, or otherwise distributed by the CONTRACTOR that COUNTY paid to CONTRACTOR under this contract, or the receipt of any funds by the CONTRACTOR as a direct result of any funds granted, loaned, or otherwise distributed by the CONTRACTOR that COUNTY paid to CONTRACTOR under this contract, CONTRACTOR shall return the funds to COUNTY, unless COUNTY otherwise directs in writing.

20. CONTRACTOR agrees to comply with 24 CFR 574.630, the displacement, relocation and real property acquisition provisions of the HOPWA Regulations. Grantee will take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of a project assisted under this Agreement. Relocation

Assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and implementing regulations at 49 CFR Part 24 must be provided to all persons displaced as a result of activities assisted under this Agreement. The acquisition of real property for a project assisted under this Agreement is subject to the URA and the requirements described in 49 CFR Part 24, Subpart B.

21. CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug-free work place and with the requirements of the Drug-free Workplace Act of 1988 and 24 CFR part 24 subpart F. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR within five days thereafter shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this agreement.

Equal Employment Opportunity Practices Provisions and Affirmative Action Requirements

22. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR assures that it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, relation, Vietnam era Veteran=s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

- A. CONTRACTOR shall, in all solicitation or advertisements for applicants for employment placed as a result of this contract, state that it is an Equal Opportunity Employer@ or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran=s status, political affiliation, or any other non-merit factor.
- B. CONTRACTOR shall, if requested to do so by the COUNTY, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran=s status, political affiliation, or any other non-merit factor.
- C. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- D. CONTRACTOR shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- E. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- F. The CONTRACTOR shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

23. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, sexual orientation, handicap, or ancestry or religion. CONTRACTOR will take affirmative action to assure that applicants are employed and employees are treated during employment without regard to race, color, sex, sexual orientation, handicap, national origin, ancestry, age or religion, with the goal being that the ethnic composition of the CONTRACTOR'S work force component for the project or service will approximate the ethnic composition of the population of Alameda COUNTY. Such action shall include, but not be limited to, employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rate of pay or forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship training, and on-the-job training. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provision of this non-discrimination clause.

24. CONTRACTOR agrees to comply with the requirements of the HUD's Section 3 *Employment Opportunities for Low-Income Residents* Requirements as applicable, attached hereto as Exhibit E.

Conflict of Interest Provisions

25. CONTRACTOR shall not, during the term of this contract, without obtaining the written consent of COUNTY, permit any member of the governing board of the CONTRACTOR to perform for compensation any administrative or operational functions for the CONTRACTOR with respect to the performance of this contract (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions). Such consent shall be obtained in writing by CONTRACTOR from the CONTRACTOR'S liaison with COUNTY. The liaison may consent if the liaison determines such performance to be fair or reasonable. Should the liaison refuse to consent within three weeks of receipt of the request therefore, then CONTRACTOR either shall comply with the liaison's decision, or shall file a letter with the Clerk of the Board of Supervisors protesting the liaison's decision. In that event, the performance of such functions may continue until the Board of Supervisors has decided the matter. The CONTRACTOR shall comply with such Board decision. CONTRACTOR shall not, during the term of this contract, with respect to the performance of this contract, without having promptly disclosed the same to COUNTY in writing:

- a. Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the CONTRACTOR; or
- b. Contract for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manger or a member of the governing board of the CONTRACTOR; or
- c. Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the CONTRACTOR has a substantial personal financial interest.

Such disclosure shall be by a writing addressed to the CONTRACTOR'S liaison with COUNTY; should said liaison object to such employment or contracting in a writing to the CONTRACTOR within three weeks of receipt of the disclosure, then CONTRACTOR either shall not permit such employment or contracting as so disclosed, or shall file a letter with the Clerk of the Board of Supervisors protesting the liaison's decision. In that event said employment or contracting may continue until the Board of Supervisors has decided the matter. The CONTRACTOR shall comply

with such Board decision. CONTRACTOR shall not during the term of this contract, permit any member of the governing board of the CONTRACTOR to have or acquire, directly or indirectly, any personal financial interest in the performance of the contract, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board and said member shall not participate in board discussion or action such matter.

Contract Amendment

26. This contract can be amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate on the day first mentioned above.

COUNTY OF ALAMEDA

THE ARK OF REFUGE, INC.

By: _____
President, Board of Supervisors

By: *F Houston*
Franzetta Houston, Chief Operating Officer

Date: _____

Date: 2/4/09

Approved as to Form:
Richard E. Winnie, County Counsel

1025 Howard Street
Street Address

By: *Andrea Weddle*
Andrea Weddle, Deputy County Counsel
su

San Francisco, CA 94103
City, State, Zip Code

94-3157940
Taxpayer Identification #

(415)861-1060 ext. 1202
Telephone

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT A
ALAMEDA COUNTY WORK PLAN
BETWEEN
ALAMEDA COUNTY HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT
AND
ARK OF REFUGE, INC.

MARCH 1, 2009 THROUGH FEBRUARY 28, 2010

1. Contractor shall provide a Residential Housing program that includes congregate living facility, and appropriate supportive services to residents of 9702 International Blvd, known as Walker House, who meet the HOPWA eligibility criteria. Funds from this contract will be used to cover specified personnel costs and operating expenses. Funds shall be made available to Contractor for these purposes under the terms and conditions set forth in Exhibit B.
2. Contractor shall provide no fewer than nine (9) beds for people who are HIV+ or living with AIDS and other disabilities that require on-site supervision and linkages to mental health providers, substance abuse services, and primary medical care.
3. Contractor shall provide the County with quarterly reports in the format prescribed by the County no more than 15 days after the end of the preceding quarter. These reports shall include specific demographic information about Walker House residents, as well as a narrative relating to the contract objectives set out on the following SCOPE OF WORK AND EVALUATION MEASURES.
4. Contractor will report to the Community Development Agency Director or his designee.

EXHIBIT A
ARK OF REFUGE
SCOPE OF WORK AND EVALUATION MEASURES

OBJECTIVES	MAJOR ACTIVITIES	TIME LINE	EVALUATION MEASURES
<p>1.1 90% of the unduplicated disabled individuals (up to 10) in residence at Walker House and in case management will increase their income through qualifying by receiving disability entitlement income.</p> <p>Up to 10 individuals will receive HIV and recovery support services at Walker House. Only 9 residents can reside at Walker House at one time.</p>	<p>1.1 The Chief Operating Officer will oversee day to day operations and all program staff.</p> <p>1.2 Provide housing with on-site supervision to HOPWA eligible residents. No fewer than 5 at any given time and no fewer than 10 UDC during the contract period.</p> <p>1.4 The Client Service Coordinator under the supervision of the COO will work closely with counselors and other case managers to develop, coordinate, and implement appropriate supportive services for all residents on site.</p> <p>1.5 Recovery Treatment Plans will be developed for every client as needed to address active substance abuse issues and/or history.</p>	<p>3/01/09 - 2/28/10</p> <p>3/01/09 - 2/28/10</p> <p>3/01/09 - 2/28/10</p> <p>3/01/09 - 2/28/10</p>	<p>1.1 All residents' files include eligibility information, daily logs and required record keeping of resident activities, referrals and functioning.</p> <p>All clients will complete quarterly client surveys to evaluate if the program's services are meeting the needs of the clients.</p> <p>Clients' charts will be reviewed every quarter for complete intake, care plan, progress notes and referral documentation.</p>
<p>2.1 40% of the unduplicated individuals (up to 12) whose health permits will achieve greater self-determination for independent living.</p>	<p>2.1 For residents who improve and demonstrate the ability to live in independent or supportive housing staff will encourage residents to prepare and seek other housing options.</p> <p>2.2 Ark of Refuge, Inc. Case Management Services will provide assistance, coordination and/or advocate to find appropriate housing for residents who are appropriate for other permanent housing.</p>	<p>3/01/09 - 2/28/10</p> <p>3/01/09 - 2/28/10</p>	<p>2.1 No fewer than 50% of those well enough to move to a lower service level of housing will be appropriately placed in affordable housing in the community.</p> <p>2.2 No fewer than 50% of those well enough to move to a lower service level of housing will be appropriately placed in affordable housing in the community.</p>
<p>3.1 50% of the unduplicated individuals (up to 12) will obtain supportive housing at Walker House and remain for at least six months.</p>	<p>3.1 To place program participants for residency at Walker House staff will conduct outreach to shelters and service providers regarding services at Walker House and openings as they become available.</p>	<p>3/01/09 - 2/28/10</p>	<p>3.1 At least 75% of all residents shall come from referrals by appropriate agencies whose clients need supportive housing services and individual counseling which is not available elsewhere.</p>

EXHIBIT B

TERMS AND CONDITIONS OF PAYMENT

1. County shall pay Contractor for services in accordance with the scope of work in Exhibit A and in accordance with the attached program budget set forth below. Contractor shall submit invoices no more frequently than monthly and no less than quarterly including supporting documentation for costs invoiced. Invoices shall be reviewed by liaison assigned to monitor this contract and shall be approved by the Housing Director or her designee.
2. Any request for a budget modification must be submitted in writing by the Contractor to the County in advance of the effective date and in the format required by the County. A request for budget modification may propose transferring dollar amounts from one budget line item to another but can not propose a budget increase.
3. Total payment under the terms of this contract shall not exceed \$168,138. These funds must cover all costs to the Contractor of providing or contracting for the services, as no additional funds will be made available to reimburse expenses incurred in completing the Scope of Work as described in Exhibit A.

**EXHIBIT B
PROGRAM BUDGET
LINE ITEMS**

ARK OF REFUGE, INC.

MARCH 1, 2009 THROUGH FEBRUARY 28, 2010

PERSONNEL

HOUSE MANAGER SALARIES	\$107,245
4.0 FTE @ (\$12.89/HR. x 40 HRS X 52 WEEKS)	
CLIENT SERVICES MGR	\$16,495
.50 FTE @ (\$15.86/hr X 20 HRS X 52 Weeks)	
SUBSTANCE ABUSE SPECIALIST	\$17,500
.50 FTE @ (\$16.82/hr X 20 HRS X 52 weeks)	
CHIEF OPEATING OFFICER/Site Admin	\$6,500
.10 FTE @ (31.25/hr X 4 HRS X 52 weeks)	
FINANCE MANAGER	\$2,600
.05 FTE @ (\$25 X 2 HRS X 52 weeks)	
TOTAL PERSONNEL	\$150,340
BENEFITS @ 11.8%	\$17,798
TOTAL PERSONNEL/BENEFITS	\$168,138
TOTAL BUDGET	\$168,138

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

A	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
F	<p style="text-align: center;">Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/26/2009

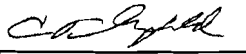
PRODUCER ERNEST BLOOMFIELD & ASSOCIATES REHABILITATION & RECOVERY INSURANCE AGENCY, INC. 22 BATTERY STREET, SUITE 503 SAN FRANCISCO, CA. 94111	Serial # 101743 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED ARK OF REFUGE, INC. 1025 HOWARD STREET SAN FRANCISCO, CA. 94103	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC#</th> </tr> <tr> <td>INSURER A: MARKEL INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B: FIDELITY AND DEPOSIT CO. OF MARYLAND</td> <td></td> </tr> <tr> <td>INSURER C: US LIABILITY INSURANCE GROUP</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: MARKEL INSURANCE COMPANY		INSURER B: FIDELITY AND DEPOSIT CO. OF MARYLAND		INSURER C: US LIABILITY INSURANCE GROUP		INSURER D:		INSURER E:	
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INSURER C: US LIABILITY INSURANCE GROUP													
INSURER D:													
INSURER E:													

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	8502SS311423-0	4/03/08	4/03/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	8502SS311423-0	4/03/08	4/03/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A		OTHER PROF LIAB	8502SS311423-0	4/03/08	4/03/09	\$1MIL/\$2MIL AGG/OCC
B		FIDELITY BOND	CCP0026038 13	2/03/09	2/03/10	LIMIT: \$1MIL
C		DIRECTORS & OFFICERS	NDO1041199E	4/03/08	4/03/09	\$1MIL, RET: \$7500 EPL/\$2500 D&O

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 ALAMEDA COUNTY, HOUSING & COMMUNITY DEVELOPMENT DEPT., ITS COUNCIL MEMBERS, DIRECTORS, OFFICERS, AGENTS, & EMPLOYEES ARE AS ADDITIONAL INSURED IN ITS COMPREHENSIVE COMMERCIAL GENERAL LIABILITY POLICY.

*10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER ALAMEDA COUNTY HOUSING & COMMUNITY DEVELOPMENT DEPT. 224 WEST WINTON AVENUE, ROOM 108 HAYWARD, CA. 94544	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-01-2008

GROUP: 000488
POLICY NUMBER: 0001223-2008
CERTIFICATE ID: 6
CERTIFICATE EXPIRES: 04-01-2009
04-01-2008/04-01-2009

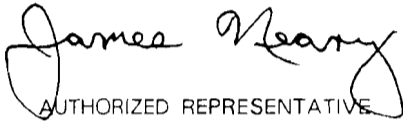
ALAMEDA COUNTY HOUSING & COMMUNITY DEVEL. DEPT.
ATTN: C. COOPER
224 WEST WINTON AVENUE, ROOM 108
HAYWARD CA 94544

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE


PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

THE ARK OF REFUGE (A NON-PROFIT CORPORATION)
DBA: THE ARK OF REFUGE
1025 HOWARD ST
SAN FRANCISCO CA 94103

nc

EXHIBIT D
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over \$25,000

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principles, and any named subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: ARK OF REFUGE

PRINCIPAL: Franzetta Houston TITLE: Chief Operating Officer

SIGNATURE:  DATE: 2/4/09

EXHIBIT E

ALAMEDA COUNTY AFFIRMATIVE ACTION PLAN UNDER SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

PURPOSE

To insure that to the greatest extent feasible, projects financed by the Alameda County Housing and Community Development Program provide business and employment opportunities for businesses in the Alameda County project areas funded by Housing Opportunities for People with AIDS (HOPWA).

In all contracts for work in connection with a Community Development project, the following clause (referred to as the Section 3 Clause), will be included:

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but not before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 EMPLOYMENT PLAN

NAME OF CONTRACTOR: ARK OF REFUGE

Services to be Provided: Supportive services for HOPWA Program to residents at Walker House who meet HOPWA eligibility criteria

Contract Amount: \$168,138.

- Contract amount does not exceed Section 3 dollar threshold. Section 3 requirements do not apply.
- Contract does not include housing rehabilitation, housing construction or other public construction. Section 3 requirements do not apply.
- Section 3 requirements do apply. Contractor has been notified of Section 3 requirements and has completed the anticipated work force analysis below.

The following work force is anticipated to be necessary to satisfactorily complete this work:

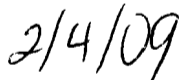
<u>Job Classifications</u>	<u>Existing Work Force</u>	<u>Anticipated New Hires</u>
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CONTRACTOR agrees to undertake a good faith effort to comply with all of the provisions of Section of the Housing and Urban Development Act of 1968.

Contractor



Franzetta Houston, Chief Operating Officer



Date

CONTRACT

THIS CONTRACT, made and entered into this 1st day of March, 2009 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY" and EAST OAKLAND COMMUNITY PROJECT (EOCP), hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY has received funding from the City of Oakland under the Housing Opportunities for Persons With AIDS Program for Fiscal Year 2007; and

WHEREAS, COUNTY is desirous of contracting with CONTRACTOR for the provision of certain services, a description of which are presented in Exhibit A, attached hereto; and

WHEREAS, CONTRACTOR is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, COUNTY desires that such duties and services be provided by CONTRACTOR, and CONTRACTOR agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

Scope of Work and Budget

1. Attached hereto, marked Exhibit A, and by this reference made a part hereof, is a description of the duties and services to be performed for COUNTY by CONTRACTOR, and CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner.
2. COUNTY has allocated the sum of \$211,556 to be expended as described in this contract. Unless an amendment to this contract otherwise provides, that amount shall in no event be exceeded by CONTRACTOR, and COUNTY shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by COUNTY.
3. The term of this contract begins on March 1, 2009 and ends on February 28, 2010.

Finance Administration Procedures

4. CONTRACTOR shall maintain on a current basis standard financial and administrative records regarding the verification of tenant incomes and household composition, determination of rental subsidy amounts and inspections and approvals of properties pursuant to Housing Quality Standards and other HUD guidelines, including—source documents supporting accounting transactions, eligibility and occupancy records as may be applicable, and related documents and records to assure proper accounting of funds and performance of this contract in accordance with

instructions provided and to be provided by COUNTY. All records are to be maintained for a period of at least three years. CONTRACTOR shall comply with all such instructions. CONTRACTOR will cooperate with COUNTY in the preparation of, and will furnish any and all information required for reports to be prepared by COUNTY as may be required by the rules, regulations, or requirements of COUNTY or of any other government entity. To the extent permitted by law, CONTRACTOR will also permit access to all books, accounts, or records of any kind to COUNTY or to any other governmental entity for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract.

5. CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY) with respect to that portion of its obligations which has been paid by another source of revenue. However, unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this contract. CONTRACTOR has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies, as it may desire. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by CONTRACTOR pursuant to this contract. Nothing herein shall be deemed to prohibit CONTRACTOR from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. COUNTY shall assign a liaison to CONTRACTOR with respect to the performance of this contract. In the event that a budget is one of the Exhibits to this contract, and if any adjustment in the line items in that budget is requested by CONTRACTOR, such adjustment may be made upon receipt by CONTRACTOR of the written approval of the liaison. Such budget adjustment shall not alter (1) the basic scope of services or other performance to be provided under this contract, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

7. CONTRACTOR shall submit all claims for reimbursement under the contract within thirty (30) days after the ending date of the contract. All claims submitted after thirty (30) days following the ending date of this contract will not be subject to reimbursement by the COUNTY. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) days following the ending date of the contract will be disallowed under audit by the COUNTY.

8. CONTRACTOR and COUNTY recognize that unforeseen events may cause significant increases in the costs to be borne by CONTRACTOR in rendering services hereunder and in otherwise performing this contract. If the Board of Supervisors determines that the CONTRACTOR has incurred unforeseen significant costs, which, if not paid, will interfere substantially with CONTRACTOR'S performance hereunder, and reimbursement thereof is necessary in order to prevent undue hardship to the recipients of CONTRACTOR'S services, this contract may be amended.

Insurance Requirements

9. CONTRACTOR shall maintain, at all times during the term of this contract, the insurance and bonding documentation described in Exhibit C to this contract, and shall comply with all other requirements set forth in that Exhibit.

Indemnify and Hold Harmless

10. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its Board of Supervisors, officers, employees and agents (collectively

“Indemnitees”) from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of CONTRACTOR OR COUNTY) or damage of any property (including property of CONTRACTOR or COUNTY) which arises out of or is any way connected with the performance of this agreement (collectively “Liabilities”) except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee.

Program Administration

11. COUNTY shall make at least one program evaluation during the term of this contract. COUNTY, with prior written notice of 14 days to CONTRACTOR, may at any time during the term of this contract conduct an evaluation of the program. Said evaluation shall cover both objectives and program of CONTRACTOR. CONTRACTOR shall maintain and retain records with respect to such objectives, program, and evaluations, and shall cooperate with COUNTY in making these or any other evaluation reports; CONTRACTOR shall permit access by COUNTY to the premises, shall furnish all information requested by COUNTY, and shall afford COUNTY access to all such records of CONTRACTOR.

12. None of the work to be performed by CONTRACTOR shall be subcontracted without the prior written consent of COUNTY. CONTRACTOR shall be as fully responsible to COUNTY for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR shall not transfer any interest in this contract (whether by assignment or notation) without the prior written approval of COUNTY. No party shall, on the basis of this contract, in any way contract on behalf of, or in the name of, the other party to the contract, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

13. Neither the CONTRACTOR nor any of its employees shall by virtue of this contract be an employee of COUNTY for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of COUNTY employees. CONTRACTOR shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

14. CONTRACTOR agrees to maintain the confidentiality of any information which may be obtained with this work. COUNTY shall respect the confidentiality of information furnished by CONTRACTOR to COUNTY.

Termination of Contract

15. If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this contract, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, COUNTY shall thereupon have the right to terminate this contract by giving written notice to CONTRACTOR of such termination and specifying the effective date of such termination. Without prejudice to the foregoing, CONTRACTOR agrees that if, prior to the termination or expiration of this contract, upon any final or interim audit by COUNTY, COUNTY finds that Contract has failed to fulfill its obligations under this contract in a timely and proper manner, that CONTRACTOR shall forthwith bring itself into compliance and shall pay to COUNTY forthwith whatever sums are so disclosed to be due to COUNTY (or shall,

at COUNTY'S election, permit COUNTY to deduct such sums from whatever amount remains undisbursed by COUNTY to CONTRACTOR pursuant to this contract); if this contract shall have terminated or expired, and it shall be disclosed upon such audit, or otherwise, that such failure shall have occurred, the CONTRACTOR shall pay to COUNTY forthwith whatever sums are so disclosed to, or determined by, COUNTY to be due to COUNTY, or shall, at COUNTY'S election, permit the COUNTY to deduct such sums from whatever amounts remain undistributed by COUNTY to CONTRACTOR pursuant to this or any other contract between the COUNTY and CONTRACTOR. Anything in this contract to the contrary notwithstanding, COUNTY or CONTRACTOR shall have the right to terminate this contract with or without cause at any time upon giving at least 30 days' written notice prior to the effective date of such termination.

Federal Requirements

16. CONTRACTOR shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in performing any of the work embraced by this contract. This shall include obtaining any licenses, permits or waivers necessary to legally own or operate any facility or perform any work or service covered by this contract.

17. Any building or structure assisted with funds through HOPWA or this contract for new construction, substantial rehabilitation, or acquisition of a building, structure, or site, must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than fifty-nine (59) years. (Substantial rehabilitation is defined as rehabilitation involving costs in excess of 75 percent of the value of the building after rehabilitation.) Any building or structure assisted with funds through HOPWA or this contract for non-substantial rehabilitation or repair must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than ten (10) years. In the event the property assisted with HOPWA funds is leased rather than owned by the CONTRACTOR, the building must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than ten (10) years.

18. CONTRACTOR shall retain the property acquired with funds under this contract as long as there is a need for the property to accomplish the purpose of the program whether or not the program continues to be supported by COUNTY funds. For disposition of property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, CONTRACTOR shall request disposition instructions from COUNTY. All personal property acquired with funds pursuant to this contract shall be acquired in compliance with Federal Management Circular 74-7, Attachment E - Property Management Standards.

19. CONTRACTOR agrees to comply with all requirements which are now, or which may hereafter be, imposed by the Housing Opportunities for Persons With AIDS (HOPWA) Program and HUD, as well as such requirements as may be imposed by COUNTY. This includes, but is not limited to: 24 CFR Part 574 (Housing Opportunities for Persons With AIDS; Final Rule); 24 CFR part 85 (OMB Circulars A-102, A-87, A-110 and A-122); 24 CFR part 87, anti-lobbying requirements, 24 CFR part 24, debarred or suspended contractors; and 24 CFR part 35, and the Lead-based Paint Poisoning Prevention Act. No persons shall be displaced as a result of a project funded under this agreement. CONTRACTOR agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of COUNTY. Further, CONTRACTOR agrees that upon the return of any funds granted, loaned, or otherwise distributed by the CONTRACTOR that COUNTY paid to CONTRACTOR under this contract, or the receipt of any funds by the CONTRACTOR as a direct result of any funds granted, loaned, or otherwise

distributed by the CONTRACTOR that COUNTY paid to CONTRACTOR under this contract, CONTRACTOR shall return the funds to COUNTY, unless COUNTY otherwise directs in writing.

20. CONTRACTOR agrees to comply with 24 CFR 574.630, the displacement, relocation and real property acquisition provisions of the HOPWA Regulations. Grantee will take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of a project assisted under this Agreement. Relocation Assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and implementing regulations at 49 CFR Part 24 must be provided to all persons displaced as a result of activities assisted under this Agreement. The acquisition of real property for a project assisted under this Agreement is subject to the URA and the requirements described in 49 CFR Part 24, Subpart B.

21. CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug-free work place and with the requirements of the Drug-free Workplace Act of 1988 and 24 CFR part 24 subpart F. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR within five days thereafter shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this agreement.

Equal Employment Opportunity Practices Provisions and Affirmative Action Requirements

22. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR assures that it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, relation, Vietnam era Veteran=s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

- A. CONTRACTOR shall, in all solicitation or advertisements for applicants for employment placed as a result of this contract, state that it is an Equal Opportunity Employer@ or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran=s status, political affiliation, or any other non-merit factor.
- B. CONTRACTOR shall, if requested to do so by the COUNTY, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran=s status, political affiliation, or any other non-merit factor.
- C. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- D. CONTRACTOR shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.

E. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

F. The CONTRACTOR shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

23. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, sexual orientation, handicap, or ancestry or religion. CONTRACTOR will take affirmative action to assure that applicants are employed and employees are treated during employment without regard to race, color, sex, sexual orientation, handicap, national origin, ancestry, age or religion, with the goal being that the ethnic composition of the CONTRACTOR'S work force component for the project or service will approximate the ethnic composition of the population of Alameda COUNTY. Such action shall include, but not be limited to, employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rate of pay or forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship training, and on-the-job training. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provision of this non-discrimination clause.

24. CONTRACTOR agrees to comply with the requirements of the HUD's Section 3 *Employment Opportunities for Low-Income Residents* Requirements as applicable, attached hereto as Exhibit E.

Conflict of Interest Provisions

25. CONTRACTOR shall not, during the term of this contract, without obtaining the written consent of COUNTY, permit any member of the governing board of the CONTRACTOR to perform for compensation any administrative or operational functions for the CONTRACTOR with respect to the performance of this contract (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions). Such consent shall be obtained in writing by CONTRACTOR from the CONTRACTOR'S liaison with COUNTY. The liaison may consent if the liaison determines such performance to be fair or reasonable. Should the liaison refuse to consent within three weeks of receipt of the request therefore, then CONTRACTOR either shall comply with the liaison's decision, or shall file a letter with the Clerk of the Board of Supervisors protesting the liaison's decision. In that event, the performance of such functions may continue until the Board of Supervisors has decided the matter. The CONTRACTOR shall comply with such Board decision. CONTRACTOR shall not, during the term of this contract, with respect to the performance of this contract, without having promptly disclosed the same to COUNTY in writing:

- a. Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the CONTRACTOR; or
- b. Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the CONTRACTOR; or
- c. Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the CONTRACTOR has a substantial personal financial interest.

Such disclosure shall be by a writing addressed to the CONTRACTOR'S liaison with COUNTY; should said liaison object to such employment or contracting in a writing to the CONTRACTOR within three weeks of receipt of the disclosure, then CONTRACTOR either shall not permit such employment or contracting as so disclosed, or shall file a letter with the Clerk of the Board of Supervisors protesting the liaison's decision. In that event said employment or contracting may continue until the Board of Supervisors has decided the matter. The CONTRACTOR shall comply with such Board decision. CONTRACTOR shall not during the term of this contract, permit any member of the governing board of the CONTRACTOR to have or acquire, directly or indirectly, any personal financial interest in the performance of the contract, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board, and said member shall not participate in board discussion or action such matter.

Contract Amendment

26. This contract can be amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate on the day first mentioned above.

COUNTY OF ALAMEDA

EAST OAKLAND COMMUNITY PROJECT

By: _____
President, Board of Supervisors

By: Wendy Jackson
Wendy Jackson, Executive Director

Date: _____

Date: 2/4/09

Approved as to Form:
Richard E. Winnie, County Counsel

7515 International Boulevard, 2nd Floor
Street Address

By: Andrea Weddle
Andrea Weddle, Deputy County Counsel

Oakland, CA 94621
City, State, Zip Code

94-3078181
Taxpayer Identification #

(510) 532-3211
Telephone

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT A
ALAMEDA COUNTY WORK PLAN
BETWEEN
ALAMEDA COUNTY HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT
AND
EAST OAKLAND COMMUNITY PROJECT (EOCP)

March 1, 2009 THROUGH February 29, 2010

1. This contract provides HOPWA funding for substance abuse counseling, food services and operating expenses for persons living with HIV/AIDS at the East Oakland Community Project Shelter. Substance abuse and food services provided under this contract will be coordinated with comprehensive housing and shelter services provided through Ryan White CARE funds and other resources available to EOCP. A minimum of 85 unduplicated clients will be served through this program. Funds shall be made available to Contractor for these purposes under the terms and conditions set forth in Exhibit B.
2. Contractor shall provide the County with quarterly reports in the format prescribed by the County no more than 15 days after the end of the preceding quarter. These reports shall include specific demographic information about East Oakland Community Project Shelter residents, as well as a narrative relating to the contract objectives set out on the following SCOPE OF WORK AND EVALUATION MEASURES.
3. Contractor will report to the Community Development Agency Director or his designee.

EXHIBIT A

PROGRAM DESCRIPTION

EAST OAKLAND COMMUNITY PROJECT (EOCP)

March 1, 2009 THROUGH February 29, 2010

The East Oakland Community Project is located at 7515 International Blvd., Oakland, CA 94621. EOCP provides 24-hour emergency shelter to homeless individuals and families with HIV/AIDS. Its current programs provide comprehensive supportive services that enable homeless people living with HIV/AIDS to receive support in the management of their illness and become more self-reliant. The range of services includes:

Emergency Shelter: EOCP provides 24-hour emergency shelter service for homeless people in Alameda County. EOCP residents are provided a safe, clean place in which they may stay from 30-180 days. The average length of stay for EOCP residents living with HIV/AIDS is 30-60 days. A fully staffed on-site kitchen provides three nutritious meals daily. Residents are provided access to free clothing, in addition to hygiene and laundry facilities.

Case Management: Case management links residents to a seamless continuum of services. Upon entry to EOCP, residents living with HIV/AIDS receive an orientation and are connected to a Case Manager to help facilitate their goals, plans and commitments. Assessments are completed on all residents, and a service plan is customized in conjunction with each resident. The Case Manager works with each resident one hour each week to establish priorities to reach greater independence, continue to move forward, and identify and rectify any problems. Residents receive counseling sessions that emphasize basic life skills necessary to meet the objectives of obtaining income, permanent housing, management of medical regimens, and developing community support networks. Weekly case review meetings are held between Case Management and Substance Abuse Counseling Staff to discuss resident progress and make referrals.

Substance Abuse Counseling: The goal of the program is to inculcate among residents that substance abuse is the key detriment to achieving greater self-sufficiency. Through MOU's with the AIDS Project of the East Bay, Highland, Summit, and Alta Bates Hospitals, and via word of mouth, persons living with HIV/AIDS who are still able to care for themselves are prescreened and referred to EOCP. Those who are found to be ineligible are referred to other agencies such as Walker House, Providence House and BOSS that serve more fragile individuals. Substance abuse and alcohol abuse is pervasive among homeless individuals living with HIV/AIDS. Approximately 90% of all residents who enter EOCP are substance abusers, or recently in recovery.

Upon intake, new residents are advised of the availability of the Substance Abuse Counseling Program and later referred to the Substance Abuse Counselor. This referral is a result of joint planning between the resident and the Case Manager. The Substance Abuse Counselor meets with residents to establish a plan that includes mandatory attendance and participation in on-site AA and NA meetings or relapse prevention groups. A Resident Advisor works in conjunction with the Substance Abuse Counselor to track the resident's progress.

A major problem facing residents with HIV/AIDS is that many are dually diagnosed for substance abuse and mental illness. Many also suffer with undiagnosed and untreated learning disabilities. In these cases, drugs are used to self-medicate. EOCP's Substance Abuse Program employs two important strategies in addressing the issues. First, in-depth substance abuse assessment, and second, the integration of case management support to complement the case plan determined by the Substance Abuse Counselor and the

resident. This team effort involves the Substance Abuse Counselor, the Case Manager, and the Residential Advisor and helps the resident to recognize and confront avoidance, denial, and other behaviors detrimental to achieving/maintaining recovery. Residents may be mandated to participate in detox, day or residential drug treatment programs, depending on the severity of their additions.

Job Development, Career Counseling and Income Generation: The Case Manager assists residents living with HIV/AIDS in the acquisition of employment, job readiness, training and education. Staff assists with job referrals through Employment Development Department, Job Consortium, and job listings. Residents living with HIV/AIDS are mainly assisted in obtaining alternative forms of income, including SSI and TANF.

Collaborations: EOCP collaborates with several agencies in its endeavor to provide residents living with HIV/AIDS with comprehensive services. These collaborations also reduce duplication of services and strengthen the programs offered by all collaborating agencies. Some ongoing partnerships include:

- Highland Hospital and John George Medical Center provide emergency medical service.
- Health Care for the Homeless allows EOCP residents access to the services of a professionally staffed mobile health unit on a bi-monthly basis.
- Highland Day Treatment Program provides drug rehabilitation at Highland Hospital to EOCP residents and provides speakers for community meetings.
- Berkeley Law Center provides assistance in the area of benefits advocacy for EOCP HIV/AIDS residents.
- CAL-PEP provides HIV testing and pre and post-test counseling on site at EOCP.
- AIDS Minority Health Initiative provides emotional support groups and nursing case management to EOCP residents. Services extend beyond the resident's stay at EOCP.

EXHIBIT A
 EAST OAKLAND COMMUNITY PROJECT
 SCOPE OF WORK AND EVALUATION MEASURES
 March 1, 2009 through February 28, 2010

OBJECTIVES	MAJOR ACTIVITIES	TIME LINE	EVALUATION MEASURES
<p>Goal 1: 20% of HIV positive homeless individuals and families contacted through outreach will reduce homelessness by entering the shelter.</p>	<p><u>Objective 1.1</u> The Outreach Worker (.75FTE) will develop a monthly outreach activities calendar and include strategic locations to reach homeless people living with or affected by HIV.</p>	<p>03/01/09 – 02/28/10</p>	<p>Outreach logs, Program roster</p>
	<p><u>Objective 1.2</u> The Outreach Worker (.75FTE) will contact AIDS service providers and hospitals through mailers and telephone calls, create and circulate flyers and conduct outreach to non-HIV service providers. Staff will conduct street outreach, community bars, parks and other areas where homeless people frequent.</p>	<p>03/01/09 – 02/28/10</p>	<p>Outreach logs</p>
	<p><u>Objective 1.3</u> The Outreach Worker (.75FTE) will conduct individual sessions with residents living with HIV/AIDS to discuss adherence concerns for those who violate shelter curfew policy.</p>	<p>03/01/09 – 02/28/10</p>	<p>Contact logs, Progress note</p>

<p>Goal 2: EOCP seeks to provide a safe, clean, sanitary, state of the art, green shelter to a minimum of 80 homeless individuals and/or families living with or affected by HIV/AIDS.</p> <p>Goal 3: EOCP seeks to provide nutritious and attractive meals three times daily in a timely manner.</p>	<p><u>Objective 2.1</u> Resident Advisors (3FTE's) will conduct intakes on new residents living with HIV/AIDS; provide hygiene products, bed assignments, orientation and a tour of the facility.</p>	03/01/09 – 02/28/10	Residents' Case file
	<p><u>Objective 2.2</u> Resident Advisors (3FTE's) will assist residents with their basic needs by checking in with them daily, offering support and resolving conflicts.</p>	03/01/09 – 02/28/10	Residents' Case file
	<p><u>Objective 2.3</u> Staff, including (3FTE's) Resident Advisors, will conduct semi-weekly basic life skills to residents.</p>	03/01/09 – 02/28/10	Meeting attendance sheets
	<p><u>Objective 3.1</u> EOCP Cooks (1.3 FTE) will conduct weekly menu planning and prepare well-balanced nutritional meals daily.</p>	03/01/09 – 02/28/10	Weekly menus
	<p><u>Objective 3.2</u> EOCP Cooks (1.3 FTE) will prepare purchase list and maintain proper supply levels of food and kitchen aids to ensure menus are filled and health standards in food preparation are kept to code.</p>	03/01/09 – 02/28/10	Inventory Logs
	<p><u>Objective 3.3</u> EOCP Cooks (1.3 FTE) will prepare Daily, weekly, and monthly chore list QA standards etc. Posted & execute to maintain health standards.</p>	03/01/09 – 02/28/10	Chore Logs

EXHIBIT B

TERMS AND CONDITIONS FOR PAYMENT

1. County shall pay Contractor for services in accordance with the scope of work in Exhibit A and in accordance with the attached program budget and conditions set forth below. Contractor shall submit invoices no more frequently than monthly and no less than quarterly including supporting documentation for costs invoiced. Invoices shall be reviewed by liaison assigned to monitor this contract and shall be approved by the Housing Director or her designee.
2. Any request for a budget modification must be submitted in writing by the Contractor to the County in advance of the effective date and in the format required by the County. A request for budget modification may propose transferring dollar amounts from one budget line to another but can not propose a budget increase.
3. Total payment under the terms of this contract shall not exceed \$211,556. These funds must cover all costs to the contractor of providing or contracting for the services, as no additional funds will be made available to reimburse expenses incurred in completing the Scope of Work as described in Exhibit A.

HOPWA PROGRAM BUDGET
LINE ITEMS

EAST OAKLAND COMMUNITY PROJECT (EOCP)
March 1, 2009 - February 28, 2010

Operating Costs

Utilities	\$	20,100.00
Auditing Services	\$	3,600.00
Telephone	\$	3,049.00
Food	\$	18,572.82
Laundry	\$	3,900.00
Copier Lease	\$	2,440.00
Subtotal Operating Costs	\$	<u>51,661.82</u>

Supportive Services

PERSONNEL

Residential Advisors	\$	70,322.00
Outreach Worker	\$	21,498.30
Cook	\$	41,300.00
Benefits	\$	18,501.70
Training	\$	4,242.00
Educ. Materials/Supp	\$	30.18
Office Supplies	\$	4,000.00
Subtotal Supportive Services	\$	<u>159,894.18</u>

TOTAL BUDGET \$ **211,556.00**

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGE	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
F Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JC
EASTO-4

DATE (MM/DD/YYYY)
02/06/09


PRODUCER (WC) Heffernan Insurance Brkrs 1350 Carlback Ave, Suite 200 Walnut Creek CA 94596 Phone: 925-934-8500 Fax: 925-934-8278	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED East Oakland Community Project Attn: Nancy Taylor 7515 International Blvd Oakland CA 94621	INSURER A: MARKEL INSURANCE CO.	
	INSURER B: Prop & Cas Ins Co of Hartford	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>	8502SS320337-0	12/30/08	12/30/09	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COM/PROP AGG \$ 3000000 Sex Abuse \$1M/\$1M
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp ded \$500 <input checked="" type="checkbox"/> Coll ded \$500	1002SS320338-0 57UECTU01942	12/30/08 11/27/08	12/30/09 12/30/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	4602SS320339-0	12/30/08	12/30/09	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Crime	8502SS320337-0	12/30/08	12/30/09	Emp Theft 250,000 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers are named additional insured on the GL and Auto per MGL232 and MCA036 as well as loss payee on the Crime/Employee Dishonesty. Issued 1/16/09-Revised 2/6/09
 *Except 10 days notice for non-payment of premium.

CERTIFICATE HOLDER ALAME02 Alameda County Office of Housing & Community Development Attn: Hazel Weiss 224 W. Winton Ave., Room 108 Hayward, CA 94544	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ZL
EASTO-4

DATE (MM/DD/YYYY)
11/24/08

PRODUCER (WC) Heffernan Insurance Brkrs 1350 Carlback Ave, Suite 200 Walnut Creek CA 94596 Phone: 925-934-8500 Fax: 925-934-8278	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED East Oakland Community Project Attn: Nancy Taylor 7515 International Blvd Oakland CA 94621	INSURER A: EVEREST NATIONAL INS. CO.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below.	6600000207081	12/01/08	12/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS PER E L EACH ACCIDENT \$ 1000000 E L DISEASE - EA EMPLOYEE \$ 1000000 E L DISEASE - POLICY LIMIT \$ 1000000
		OTHER				

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

Re: Per contract on file.
 *Except 10 days notice for non-payment of premium.

CERTIFICATE HOLDER

ALAME02

 Alameda County Office of
 Housing & Community Development
 Attn: Charice Duckwork
 224 W. Winton Ave., Room 108
 Hayward, CA 94544

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

County of Alameda
Request for Insurance Waiver or Change
(To be completed by the Contracting Department)
 Fax or QIC to: Risk Management Unit
 Fax 272-6815 or 2-6815 / QIC 28505

Attn.: Contract Review: Karen Coelle
 (Sr. Risk & Insurance Analyst)

Phone: 272-3871

Fax Back to:	Name: <u>Eileen De Guzman</u>	Dept.: <u>HCD</u>
	Phone: <u>670-6436</u>	QIC: <u>50708</u> Fax: <u>670-6378</u>

Date of Request: 2/10/09 Amount of Contract: \$211,556 Term of Contract: 3/1/09 through 2/28/10
 Name of Contractor: EAST OAKLAND COMMUNITY PROJECT (EOCP)

1. What do you want to waive or change (W=waive and C=change)?

- a) Coverage (s): General Liability _____ Professional Liability _____ Workers' Comp _____
 Other Required Coverages: _____
- b) Change in Limits: General Liability: From \$1,000,000 to \$ _____ per occurrence
 Auto Liability: From \$1,000,000 to \$ _____ per occurrence
 Professional Liability: From \$1,000,000 to \$ _____ per claim
 Other Coverage Limits: _____

b) Reason: _____

2. Request for Time Waiver: Coverage(s) Directors & Officers' Liab. # of days requested: 5 days (This a c/w/s Contractor time to bind the insurance before the Contract term begins) Insurance broker is working on issuing the insurance need waiver to get contract number to submit to CAO by 2/10/09 for the 2/24/09 BOS agenda.

3. For Workers' Compensation Waiver, please have Contractor sign this declaration:

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the County of Alameda harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the County of Alameda waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

Signature _____
Owner, Officer, Director, Partnership or other Principal Date

Print/Type Name Title

4. Please attach a copy of the Scope of Services. EXHIBIT A Attached.

This Section to be completed by Risk Management

Identify Risk to County: _____
 Waiver: Granted Denied _____ Change: Granted _____ Denied _____

Considerations: A Vendor/Contractor Insurance Program has been developed for contractors who do not have or cannot afford the requirement of insurance. Please contact the Risk Management Unit for more information.

Authorized Signature: Karen Coelle Date: 2/10/09
 Rev: 01/2008

EXHIBIT D
COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over \$25,000

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principles, and any named subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: EAST OAKLAND COMMUNITY PROJECT

PRINCIPAL: WENDY JACKSON TITLE: EXECUTIVE DIRECTOR

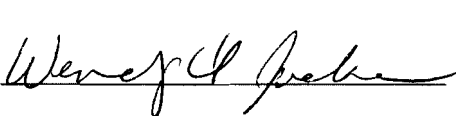
SIGNATURE:  DATE: 2/4/09

EXHIBIT E

ALAMEDA COUNTY AFFIRMATIVE ACTION PLAN UNDER SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

PURPOSE

To insure that to the greatest extent feasible, projects financed by the Alameda County Housing and Community Development Program provide business and employment opportunities for businesses in the Alameda County project areas funded by Housing Opportunities for People with AIDS (HOPWA).

In all contracts for work in connection with a Community Development project, the following clause (referred to as the Section 3 Clause), will be included:

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but not before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 EMPLOYMENT PLAN

NAME OF CONTRACTOR: East Oakland Community Project

Services to be Provided: Supportive Services for HOPWA Program: Supportive services include clinical supervision, substance abuse counseling, and three nutritious meals daily.

Contract Amount: \$211,556.

Contract amount does not exceed Section 3 dollar threshold. Section 3 requirements do not apply.

Contract does not include housing rehabilitation, housing construction or other public construction. Section 3 requirements do not apply.

Section 3 requirements do apply. Contractor has been notified of Section 3 requirements and has completed the anticipated work force analysis below.

The following work force is anticipated to be necessary to satisfactorily complete this work:

Job Classifications	Existing Work Force	Anticipated New Hires
---------------------	---------------------	-----------------------

CONTRACTOR agrees to undertake a good faith effort to comply with all of the provisions of Section of the Housing and Urban Development Act of 1968.

Contractor



Wendy U. Jackson, Executive Director
Name and Title

2/4/09
Date

CONTRACT

THIS CONTRACT, made and entered into this 1st day of March, 2009 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY" and EDEN INFORMATION AND REFERRAL, INC. (EDEN I&R), hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY has received funding from the City of Oakland under the Housing Opportunities for Persons With AIDS Program for Fiscal Year 2007 and

WHEREAS, COUNTY is desirous of contracting with CONTRACTOR for the provision of certain services, a description of which are presented in Exhibit A, attached hereto; and

WHEREAS, CONTRACTOR is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, COUNTY desires that such duties and services be provided by CONTRACTOR, and CONTRACTOR agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

Scope of Work and Budget

1. Attached hereto, marked Exhibit A, and by this reference made a part hereof, is a description of the duties and services to be performed for COUNTY by CONTRACTOR, and CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner.
2. COUNTY has allocated the sum of \$78,750 to be expended as described in this contract. Unless an amendment to this contract otherwise provides, that amount shall in no event be exceeded by CONTRACTOR, and COUNTY shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by COUNTY.
3. The term of this contract begins on March 1, 2009 and ends on February 28, 2010.

Finance Administration Procedures

4. CONTRACTOR shall maintain on a current basis standard financial and administrative records regarding the verification of tenant incomes and household composition, determination of rental subsidy amounts and inspections and approvals of properties pursuant to Housing Quality Standards and other HUD guidelines, including—source documents supporting accounting transactions, eligibility and occupancy records as may be applicable, and related documents and records to assure proper accounting of funds and performance of this contract in accordance with instructions provided and to be provided by COUNTY. All records are to be maintained for a period of at least three years. CONTRACTOR shall comply with all such instructions.

CONTRACTOR will cooperate with COUNTY in the preparation of, and will furnish any and all information required for reports to be prepared by COUNTY as may be required by the rules, regulations, or requirements of COUNTY or of any other government entity. To the extent permitted by law, CONTRACTOR will also permit access to all books, accounts, or records of any kind to COUNTY or to any other governmental entity for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract.

5. CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY) with respect to that portion of its obligations which has been paid by another source of revenue. However, unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this contract. CONTRACTOR has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies, as it may desire. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by CONTRACTOR pursuant to this contract. Nothing herein shall be deemed to prohibit CONTRACTOR from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. COUNTY shall assign a liaison to CONTRACTOR with respect to the performance of this contract. In the event that a budget is one of the Exhibits to this contract, and if any adjustment in the line items in that budget is requested by CONTRACTOR, such adjustment may be made upon receipt by CONTRACTOR of the written approval of the liaison. Such budget adjustment shall not alter (1) the basic scope of services or other performance to be provided under this contract, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

7. CONTRACTOR shall submit all claims for reimbursement under the contract within thirty (30) days after the ending date of the contract. All claims submitted after thirty (30) days following the ending date of this contract will not be subject to reimbursement by the COUNTY. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) days following the ending date of the contract will be disallowed under audit by the COUNTY.

8. CONTRACTOR and COUNTY recognize that unforeseen events may cause significant increases in the costs to be borne by CONTRACTOR in rendering services hereunder and in otherwise performing this contract. If the Board of Supervisors determines that the CONTRACTOR has incurred unforeseen significant costs, which, if not paid, will interfere substantially with CONTRACTOR'S performance hereunder, and reimbursement thereof is necessary in order to prevent undue hardship to the recipients of CONTRACTOR'S services, this contract may be amended.

Insurance Requirements

9. CONTRACTOR shall maintain, at all times during the term of this contract, the insurance and bonding documentation described in Exhibit C to this contract, and shall comply with all other requirements set forth in that Exhibit.

Indemnify and Hold Harmless

10. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its Board of Supervisors, officers, employees and agents (collectively "Indemnitees") from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of CONTRACTOR OR COUNTY) or damage of any

property (including property of CONTRACTOR or COUNTY) which arises out of or is in any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee.

Program Administration

11. COUNTY shall make at least one program evaluation during the term of this contract. COUNTY, with prior written notice of 14 days to CONTRACTOR, may at any time during the term of this contract conduct an evaluation of the program. Said evaluation shall cover both objectives and program of CONTRACTOR. CONTRACTOR shall maintain and retain records with respect to such objectives, program, and evaluations, and shall cooperate with COUNTY in making these or any other evaluation reports; CONTRACTOR shall permit access by COUNTY to the premises, shall furnish all information requested by COUNTY, and shall afford COUNTY access to all such records of CONTRACTOR.

12. None of the work to be performed by CONTRACTOR shall be subcontracted without the prior written consent of COUNTY. CONTRACTOR shall be as fully responsible to COUNTY for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR shall not transfer any interest in this contract (whether by assignment or notation) without the prior written approval of COUNTY. No party shall, on the basis of this contract, in any way contract on behalf of, or in the name of, the other party to the contract, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

13. Neither the CONTRACTOR nor any of its employees shall by virtue of this contract be an employee of COUNTY for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of COUNTY employees. CONTRACTOR shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

14. CONTRACTOR agrees to maintain the confidentiality of any information which may be obtained with this work. COUNTY shall respect the confidentiality of information furnished by CONTRACTOR to COUNTY.

Termination of Contract

15. If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this contract, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, COUNTY shall thereupon have the right to terminate this contract by giving written notice to CONTRACTOR of such termination and specifying the effective date of such termination. Without prejudice to the foregoing, CONTRACTOR agrees that if, prior to the termination or expiration of this contract, upon any final or interim audit by COUNTY, COUNTY finds that Contract has failed to fulfill its obligations under this contract in a timely and proper manner, that CONTRACTOR shall forthwith bring itself into compliance and shall pay to COUNTY forthwith whatever sums are so disclosed to be due to COUNTY (or shall, at COUNTY'S election, permit COUNTY to deduct such sums from whatever amount remains undisbursed by COUNTY to CONTRACTOR pursuant to this contract); if this contract shall have terminated or expired, and it shall be disclosed upon such audit, or otherwise, that such failure shall have occurred, the CONTRACTOR shall pay to COUNTY forthwith whatever sums are so

disclosed to, or determined by, COUNTY to be due to COUNTY, or shall, at COUNTY'S election, permit the COUNTY to deduct such sums from whatever amounts remain undistributed by COUNTY to CONTRACTOR pursuant to this or any other contract between the COUNTY and CONTRACTOR. Anything in this contract to the contrary notwithstanding, COUNTY or CONTRACTOR shall have the right to terminate this contract with or without cause at any time upon giving at least 30 days' written notice prior to the effective date of such termination.

Federal Requirements

16. CONTRACTOR shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in performing any of the work embraced by this contract. This shall include obtaining any licenses, permits or waivers necessary to legally own or operate any facility or perform any work or service covered by this contract.

17. Any building or structure assisted with funds through HOPWA or this contract for new construction, substantial rehabilitation, or acquisition of a building, structure, or site, must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than fifty-nine (59) years. (Substantial rehabilitation is defined as rehabilitation involving costs in excess of 75 percent of the value of the building after rehabilitation.) Any building or structure assisted with funds through HOPWA or this contract for non-substantial rehabilitation or repair must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than ten (10) years. In the event the property assisted with HOPWA funds is leased rather than owned by the CONTRACTOR, the building must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than ten (10) years.

18. CONTRACTOR shall retain the property acquired with funds under this contract as long as there is a need for the property to accomplish the purpose of the program whether or not the program continues to be supported by COUNTY funds. For disposition of property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, CONTRACTOR shall request disposition instructions from COUNTY. All personal property acquired with funds pursuant to this contract shall be acquired in compliance with Federal Management Circular 74-7, Attachment E - Property Management Standards.

19. CONTRACTOR agrees to comply with all requirements which are now, or which may hereafter be, imposed by the Housing Opportunities for Persons With AIDS (HOPWA) Program and HUD, as well as such requirements as may be imposed by COUNTY. This includes, but is not limited to: 24 CFR Part 574 (Housing Opportunities for Persons With AIDS; Final Rule); 24 CFR part 85 (OMB Circulars A-102, A-87, A-110 and A-122); 24 CFR part 87, anti-lobbying requirements, 24 CFR part 24, debarred or suspended contractors; and 24 CFR part 35, and the Lead-based Paint Poisoning Prevention Act. No persons shall be displaced as a result of a project funded under this agreement. CONTRACTOR agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of COUNTY. Further, CONTRACTOR agrees that upon the return of any funds granted, loaned, or otherwise distributed by the CONTRACTOR that COUNTY paid to CONTRACTOR under this contract, or the receipt of any funds by the CONTRACTOR as a direct result of any funds granted, loaned, or otherwise distributed by the CONTRACTOR that COUNTY paid to CONTRACTOR under this contract, CONTRACTOR shall return the funds to COUNTY, unless COUNTY otherwise directs in writing.

20. CONTRACTOR agrees to comply with 24 CFR 574.630, the displacement, relocation and real property acquisition provisions of the HOPWA Regulations. Grantee will take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit

organizations, and farms) as a result of a project assisted under this Agreement. Relocation Assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and implementing regulations at 49 CFR Part 24 must be provided to all persons displaced as a result of activities assisted under this Agreement. The acquisition of real property for a project assisted under this Agreement is subject to the URA and the requirements described in 49 CFR Part 24, Subpart B.

21. CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug-free work place and with the requirements of the Drug-free Workplace Act of 1988 and 24 CFR part 24 subpart F. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR within five days thereafter shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this agreement.

Equal Employment Opportunity Practices Provisions and Affirmative Action Requirements

22. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR assures that it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, relation, Vietnam era Veteran=s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

- A. CONTRACTOR shall, in all solicitation or advertisements for applicants for employment placed as a result of this contract, state that it is an Equal Opportunity Employer@ or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran=s status, political affiliation, or any other non-merit factor.
- B. CONTRACTOR shall, if requested to do so by the COUNTY, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran=s status, political affiliation, or any other non-merit factor.
- C. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- D. CONTRACTOR shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- E. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- F. The CONTRACTOR shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

23. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, sexual orientation, handicap, or ancestry or religion. CONTRACTOR will take affirmative action to assure that applicants are employed and employees are treated during employment without regard to race, color, sex, sexual orientation, handicap, national origin, ancestry, age or religion, with the goal being that the ethnic composition of the CONTRACTOR'S work force component for the project or service will approximate the ethnic composition of the population of ALAMEDA COUNTY. Such action shall include, but not be limited to, employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rate of pay or forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship training, and on-the-job training. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provision of this non-discrimination clause.

24. CONTRACTOR agrees to comply with the requirements of the HUD's Section 3 *Employment Opportunities for Low-Income Residents* Requirements as applicable, attached hereto as Exhibit E.

Conflict of Interest Provisions

25. CONTRACTOR shall not, during the term of this contract, without obtaining the written consent of COUNTY, permit any member of the governing board of the CONTRACTOR to perform for compensation any administrative or operational functions for the CONTRACTOR with respect to the performance of this contract (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions). Such consent shall be obtained in writing by CONTRACTOR from the CONTRACTOR'S liaison with COUNTY. The liaison may consent if the liaison determines such performance to be fair or reasonable. Should the liaison refuse to consent within three weeks of receipt of the request therefore, then CONTRACTOR either shall comply with the liaison's decision, or shall file a letter with the Clerk of the Board of Supervisors protesting the liaison's decision. In that event, the performance of such functions may continue until the Board of Supervisors has decided the matter. The CONTRACTOR shall comply with such Board decision. CONTRACTOR shall not, during the term of this contract, with respect to the performance of this contract, without having promptly disclosed the same to COUNTY in writing:

- a. Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the CONTRACTOR; or
- b. Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the CONTRACTOR; or
- c. Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the CONTRACTOR has a substantial personal financial interest.

Such disclosure shall be by a writing addressed to the CONTRACTOR'S liaison with COUNTY; should said liaison object to such employment or contracting in a writing to the CONTRACTOR within three weeks of receipt of the disclosure, then CONTRACTOR either shall not permit such employment or contracting as so disclosed, or shall file a letter with the Clerk of the Board of Supervisors protesting the liaison's decision. In that event said employment or contracting may continue until the Board of Supervisors has decided the matter. The CONTRACTOR shall

comply with such Board decision. CONTRACTOR shall not during the term of this contract, permit any member of the governing board of the CONTRACTOR to have or acquire, directly or indirectly, any personal financial interest in the performance of the contract, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board, and said member shall not participate in board discussion or action such matter.

Contract Amendment

26. This contract can be amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate on the day first mentioned above.

COUNTY OF ALAMEDA

CONTRACTOR

Eden Information and Referral, Inc.

By: _____
President, Board of Supervisors

By: Barbara Bernstein
Barbara Bernstein, Executive Director

Date: _____

Date: 2/4/05

Approved as to Form:
Richard E. Winnie, County Counsel

570 B Street
Street Address

By: Andrea Weddle
Andrea Weddle, Deputy County Counsel

Hayward, CA 94541
City, State, Zip Code

94-2339050
Taxpayer Identification #

(510) 537-2710
Telephone

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT A
EDEN I&R'S SCOPE OF WORK AND EVALUATION MEASURES

OBJECTIVES	MAJOR ACTIVITIES	TIME LINE	EVALUATION MEASURES
<p>1. Eden I&R will maintain a toll free dedicated AHIP phone-based component, available 35 hours per week to all clients county-wide, especially those who choose to advocate for themselves rather than through an agency.</p>	<p>1.1 Staff will maintain AHIP dedicated toll free phone line at 1-877-4AIDS INFO.</p>	<p>3/01/09 -2/29/10</p>	<p>1.1 Internal call tracking system will be used to determine most effective hours.</p>
	<p>1.2 Publicize the AHIP phone-based service component and the toll-free number to providers countywide and to the general public.</p>	<p>3/01/09 - 2/28/10</p>	<p>1.2 Based on AHIP's experience, it is projected that 300 callers will be served.</p>
	<p>1.3 Successfully assess the housing needs of callers (e.g. rent level required, size of unit, handicap/language needs) and refer callers to appropriate, available low-cost housing, including emergency shelters, shared housing, transitional housing, and permanent housing.</p>	<p>3/01/09 - 2/28/10</p>	<p>1.3 AHIP's computerized intake screen serves as an assessment and evaluation tool. Comprehensive information about all of the clients needs and all of the referrals made is evaluated in terms of the quality of our services. Client records are monitored periodically to ensure that referrals are appropriate and comprehensive.</p>
	<p>1.4 Successfully assess and refer callers to appropriate housing-related services and other health and human services (e.g. legal aid, rental assistance) to help ensure long-term housing stability.</p>	<p>3/01/09 - 2/28/10</p>	<p>1.4 A follow-up date is assigned all clients based upon the urgency of client needs, in order to evaluate the appropriateness of the assistance provided to the client as well as to recommend additional services id needed.</p>
	<p>1.5 Empower callers with information so that they can navigate the service system and advocate for themselves for housing, services and benefits.</p>	<p>3/01/09 - 2/28/10</p>	<p>1.5 Follow-up calls are logged in database.</p>
			<p>1.6 A by-product of AHIP's</p>

	<p>1.6 Continue to develop customized and targeted lists of appropriate low-cost housing and social services to meet the individualized needs of the caller and to monitor data about the demographics and needs of this vulnerable population.</p> <p>1.7 Conduct a staff review of client feedback and incorporate client suggestions into procedures.</p> <p>1.8 Maintain a database of AHIP clients and the referrals given to them to create a system in which the needs of clients living with HIV/AIDS can be assessed over time.</p> <p>1.9 Maintain AHIP dedicated TDD line for hearing impaired, and conduct intra-agency staff training on use of the TDD.</p>	<p>3/01/09 - 2/28/10</p> <p>3/01/09 - 2/28/10</p> <p>3/01/09 - 2/28/10</p> <p>3/01/09 - 2/28/10</p>	<p>computerized client intake screens and databases is the ability to establish an accurate demographic profile of the client population as well as to track the number of services and housing referrals given.</p> <p>1.7 Conduct a survey of callers bi-annually to obtain feedback on AHIP's provision of services via the dedicated phone line; maintain copies.</p> <p>1.8 Hold regular AHIP staff meetings to aggregate data and analyze trends and service gaps.</p> <p>1.9 Conduct regular tests throughout the year to ensure AHIP staff proficiency in using TDD.</p>
<p>2. AHIP will offer an outreach component to provide on-site services at ASOs.</p>	<p>2.1 AHIP will schedule regular visits with HIV/AIDS service providers countywide to conduct housing case management and information and referral for client's sites convenient for client access.</p> <p>2.2 Working with AIDS service providers, AHIP will use on-site basis to exchange information and offer assistance to site staff.</p> <p>2.3 Conduct a staff review of client feedback and incorporate client suggestions into procedures.</p>	<p>3/01/08` - 2/29/09</p> <p>3/01/09 - 2/28/10</p> <p>3/01/09 - 2/28/10</p>	<p>2.1 Service logs of clients seen on-site at ASO.</p> <p>2.2 Service logs of provider staff given services on-site at ASO.</p> <p>2.3 Conduct a survey of callers bi-annually to obtain feedback on AHIP's provision of services via the roving visits; maintain copies.</p>
<p>3. Eden I&R will increase its outreach</p>	<p>3.1 Eden I&R's AHIP staff will continue involvement in HIV/AIDS-related community</p>	<p>3/01/09 - 2/28/10</p>	<p>3.1 Maintenance of meeting log of all community meetings attended.</p>

and information-sharing efforts to HIV/AIDS service organizations countywide.	coalitions in order to keep abreast of ongoing activities and to solicit feedback about the AHIP.		
	3.2 The AHIP phone-based service component will be available to both clients and service provider and clients.	3/01/09 - 2/28/10	3.2 Track the number of incoming provider calls and the number of incoming client calls.
	3.3 Provide enhanced support, technical assistance and information sharing to client services staff at ASOs.	3/01/09 - 2/28/10	3.3 Logs of the presentations made to ASO's staff.
	3.4 Subscriptions to Eden I&R's housing listings (all available units in the housing database) free to up to 10 AIDS service providers countywide.	3/01/09 - 2/28/10	3.4 Invoices for subscriptions.
	3.5 Fax alerts about newly available units or other immediate housing opportunities to AIDS service providers countywide.	3/01/09 – 2/29/10	3.5 Logs of fax alerts.
	3.6 Bi-monthly newsletter about HIV/AIDS housing issues (e.g. units in development) to distribute to HIV/AIDS service providers countywide.	3/01/09 - 2/28/10	3.6 Copies of newsletters are submitted with regular reports and copies are maintained in Eden I&R archives.
	3.7 Distribution of free <i>Big Blue Books</i> to as many as 10 ASOs in Alameda County.	3/01/09 - 2/28/10	3.7 Invoices for <i>Big Blue Books</i> .

EXHIBIT B

TERMS AND CONDITIONS FOR PAYMENT

1. County shall pay Contractor for services in accordance with the scope of work in Exhibit A and in accordance with the attached program budget and conditions set forth below. Contractor shall submit invoices no more frequently than monthly including supporting documentation for costs invoiced. Invoices shall be reviewed by liaison assigned to monitor this contract and shall be approved by the Housing Director or her designee.
2. Any request for a budget modification must be submitted in writing by the Contractor to the County in advance of the effective date and in the format required by the County. A request for budget modification may propose transferring dollar amounts from one budget line to another but cannot propose a budget increase.
3. Total payment under the terms of this contract shall not exceed \$78,750 these funds must cover all costs to the contractor of providing or contracting for the services, as no additional funds will be made available to reimburse expenses incurred in completing the Scope of Work as described in Exhibit A.

Exhibit B
Program Budget
Eden Information & Referral, Inc.

March 1, 2009 through February 28, 2010

Personnel	
Deputy Director/Program	
Director	\$ 10,385.00
AHIP Coordinator	35,000.00
Housing Outreach Coordinator	1,281.33
Office Admin/Program Specialist	1,177.23
Info. Mgmt. Supervisor	1,148.31
Systems Administrator	3,032.16
Finance Director	1,343.33
Subtotal Personnel	53,367.37
Employee Taxes & Benefits	<u>10,139.80</u>
Subtotal Personnel, Taxes & Benefits	63,507.17
Operating Expense	
Insurance	646.80
Mileage	1,421.88
Rent	5,765.55
Occupancy	1,571.85
Postage/shipping/printing	250.00
Big Blue Book/Hsg Sub	1,695.60
Supplies & Software	1,921.35
Telecommunications	1,969.80
Subtotal Operating Expenses	<u>15,242.83</u>
Total Budget	<u><u>\$ 78,750.00</u></u>

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGE	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
F Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ZF
EDENT-1

DATE (MM/DD/YYYY)
02/05/09


PRODUCER (WC) Heffernan Insurance Brkrs 1350 Carback Ave, Suite 200 Walnut Creek CA 94596 Phone: 925-934-8500 Fax: 925-934-8278	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Eden Information and Referral Services Attn: Nhan 570 B Street Hayward CA 94541	INSURER A: Riverport Insurance Company	
	INSURER B: Hartford Fire Insurance Co.	
	INSURER C: Philadelphia Indemnity Ins. Co	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RIC0009496	09/01/08	09/01/09	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 50,000	
		MED EXP (Any one person)				\$ 5,000	
		PERSONAL & ADV INJURY				\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RIC0009496	09/01/08	09/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		Crime	57BDDAJ2307	01/27/09	01/27/10	Emp Dish.	50,000
C		Directors&Officers	PHSD321027	04/27/08	04/27/09	Limit	1/2Mill

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: As on file with the insured.
 Alameda County Housing & Community Development/HOPWA its Board of Supervisors, the individual members thereof, and all county officers, agents, employees and volunteers are named as additional insured on General Liability policy per attached endorsement. ...Cont...

CERTIFICATE HOLDER ALAME - 9 Alameda County Housing & Community Development/HOPWA Attn: Riley Wilkerson 224 W. Winton Avenue, Rm 108 Hayward, CA 94544	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
06/11/2008

PRODUCER
CAN Insurance Services
 Box 640
 41st Avenue
 Capitola CA 95010-

INSURED
Eden Information & Referral
 570 B Street
 Hayward CA 94541-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: **Oak River Insurance Company**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY		/ /	/ /	EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY		/ /	/ /	FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR		/ /	/ /	MED EXP (Any one person)	\$
			/ /	/ /	PERSONAL & ADV INJURY	\$
			/ /	/ /	GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /		
	AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS		/ /	/ /		
	<input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /		
	GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	OTHER THAN EA ACC	\$
			/ /	/ /	AUTO ONLY - AGG	\$
	EXCESS LIABILITY		/ /	/ /	EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		/ /	/ /	AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE		/ /	/ /		\$
	RETENTION \$		/ /	/ /		\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0100021141-081	07/01/2008	07/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
			/ /	/ /	E.L. EACH ACCIDENT	\$ 1,000,000
			/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
			/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER		/ /	/ /		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Verification of Workers Compensation coverage for Alameda County, its Board of Supervisors, Officers, Agents and employees. Alameda County Housing & Community Development/HOPWA 224 W. Winton Ave. Room 108 Hayward, CA 94544.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Alameda County Housing & Community Dev.: R. Wilkerson 224 W. Winton Ave. Room 108 Hayward CA 94544-		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____

14C

**EXHIBIT D
COUNTY OF ALAMEDA**

**DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over \$25,000**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principles, and any named subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: EDEN INFORMATION & REFERRAL, INC.

PRINCIPAL: BARBARA BERNSTEIN TITLE: EXECUTIVE DIRECTOR

SIGNATURE:  DATE: 2/4/09

EXHIBIT E
ALAMEDA COUNTY AFFIRMATIVE ACTION PLAN
UNDER SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

PURPOSE

To insure that to the greatest extent feasible, projects financed by the Alameda County Housing and Community Development Program provide business and employment opportunities for businesses in the Alameda County project areas funded by Housing Opportunities for People with AIDS (HOPWA).

In all contracts for work in connection with a Community Development project, the following clause (referred to as the Section 3 Clause), will be included:

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but not before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 EMPLOYMENT PLAN

NAME OF CONTRACTOR: Eden Information & Referral, Inc.

Services to be Provided: Supportive services for HOPWA Program: Information, referral, and advocacy services to increase the availability of appropriate and affordable housing in Alameda County for people living with HIV/AIDS.

Contract Amount: **\$78,750**

Contract amount does not exceed Section 3 dollar threshold. Section 3 requirements do not apply.

Contract does not include housing rehabilitation, housing construction or other public construction. Section 3 requirements do not apply.

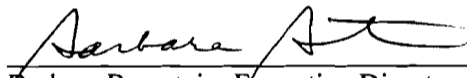
Section 3 requirements do apply. Contractor has been notified of Section 3 requirements and has completed the anticipated work force analysis below.

The following work force is anticipated to be necessary to satisfactorily complete this work:

Job Classifications Existing Work Force Anticipated New Hires

CONTRACTOR agrees to undertake a good faith effort to comply with all of the provisions of Section of the Housing and Urban Development Act of 1968.

Contractor



Barbara Bernstein, Executive Director
Name and Title

2/4/09
Date

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CONTRACT

THIS CONTRACT, made and entered into this 1st day of March, 2009 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY" and CATHOLIC CHARITIES OF THE EAST BAY, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY has received funding from the City of Oakland under the Housing Opportunities for Persons With AIDS Program for Fiscal Year 2007; and

WHEREAS, COUNTY is desirous of contracting with CONTRACTOR for the provision of certain services, a description of which are presented in Exhibit A, attached hereto; and

WHEREAS, CONTRACTOR is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, COUNTY desires that such duties and services be provided by CONTRACTOR, and CONTRACTOR agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

Scope of Work and Budget

1. Attached hereto, marked Exhibit A, and by this reference made a part hereof, is a description of the duties and services to be performed for COUNTY by CONTRACTOR, and CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner.
2. COUNTY has allocated the sum of \$127,525 to be expended as described in this contract. Unless an amendment to this contract otherwise provides, that amount shall in no event be exceeded by CONTRACTOR, and COUNTY shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by COUNTY.
3. The term of this contract begins on March 1, 2009 and ends on February 28, 2010.

Finance Administration Procedures

4. CONTRACTOR shall maintain on a current basis standard financial and administrative records regarding the verification of tenant incomes and household composition, determination of rental subsidy amounts and inspections and approvals of properties pursuant to Housing Quality Standards and other HUD guidelines, including—source documents supporting accounting transactions, eligibility and occupancy records as may be applicable, and related documents and records to assure proper accounting of funds and performance of this contract in accordance with instructions provided and to be provided by COUNTY. All records are to be maintained for a

period of at least three years. CONTRACTOR shall comply with all such instructions. CONTRACTOR will cooperate with COUNTY in the preparation of, and will furnish any and all information required for reports to be prepared by COUNTY as may be required by the rules, regulations, or requirements of COUNTY or of any other government entity. To the extent permitted by law, CONTRACTOR will also permit access to all books, accounts, or records of any kind to COUNTY or to any other governmental entity for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract.

5. CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY) with respect to that portion of its obligations which has been paid by another source of revenue. However, unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this contract. CONTRACTOR has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies, as it may desire. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by CONTRACTOR pursuant to this contract. Nothing herein shall be deemed to prohibit CONTRACTOR from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. COUNTY shall assign a liaison to CONTRACTOR with respect to the performance of this contract. In the event that a budget is one of the Exhibits to this contract, and if any adjustment in the line items in that budget is requested by CONTRACTOR, such adjustment may be made upon receipt by CONTRACTOR of the written approval of the liaison. Such budget adjustment shall not alter (1) the basic scope of services or other performance to be provided under this contract, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

7. CONTRACTOR shall submit all claims for reimbursement under the contract within thirty (30) days after the ending date of the contract. All claims submitted after thirty (30) days following the ending date of this contract will not be subject to reimbursement by the COUNTY. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) days following the ending date of the contract will be disallowed under audit by the COUNTY.

8. CONTRACTOR and COUNTY recognize that unforeseen events may cause significant increases in the costs to be borne by CONTRACTOR in rendering services hereunder and in otherwise performing this contract. If the Board of Supervisors determines that the CONTRACTOR has incurred unforeseen significant costs, which, if not paid, will interfere substantially with CONTRACTOR'S performance hereunder, and reimbursement thereof is necessary in order to prevent undue hardship to the recipients of CONTRACTOR'S services, this contract may be amended.

Insurance Requirements

9. CONTRACTOR shall maintain, at all times during the term of this contract, the insurance and bonding documentation described in Exhibit C to this contract, and shall comply with all other requirements set forth in that Exhibit.

Indemnify and Hold Harmless

10. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its Board of Supervisors, officers, employees and agents (collectively

“Indemnitees”) from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of CONTRACTOR OR COUNTY) or damage of any property (including property of CONTRACTOR or COUNTY) which arises out of or is any way connected with the performance of this agreement (collectively “Liabilities”) except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee.

Program Administration

11. COUNTY shall make at least one program evaluation during the term of this contract. COUNTY, with prior written notice of 14 days to CONTRACTOR, may at any time during the term of this contract conduct an evaluation of the program. Said evaluation shall cover both objectives and program of CONTRACTOR. CONTRACTOR shall maintain and retain records with respect to such objectives, program, and evaluations, and shall cooperate with COUNTY in making these or any other evaluation reports; CONTRACTOR shall permit access by COUNTY to the premises, shall furnish all information requested by COUNTY, and shall afford COUNTY access to all such records of CONTRACTOR.

12. None of the work to be performed by CONTRACTOR shall be subcontracted without the prior written consent of COUNTY. CONTRACTOR shall be as fully responsible to COUNTY for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR shall not transfer any interest in this contract (whether by assignment or notation) without the prior written approval of COUNTY. No party shall, on the basis of this contract, in any way contract on behalf of, or in the name of, the other party to the contract, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

13. Neither the CONTRACTOR nor any of its employees shall by virtue of this contract be an employee of COUNTY for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of COUNTY employees. CONTRACTOR shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

14. CONTRACTOR agrees to maintain the confidentiality of any information which may be obtained with this work. COUNTY shall respect the confidentiality of information furnished by CONTRACTOR to COUNTY.

Termination of Contract

15. If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this contract, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, COUNTY shall thereupon have the right to terminate this contract by giving written notice to CONTRACTOR of such termination and specifying the effective date of such termination. Without prejudice to the foregoing, CONTRACTOR agrees that if, prior to the termination or expiration of this contract, upon any final or interim audit by COUNTY, COUNTY finds that Contract has failed to fulfill its obligations under this contract in a timely and proper manner, that CONTRACTOR shall forthwith bring itself into compliance and shall pay to COUNTY forthwith whatever sums are so disclosed to be due to COUNTY (or shall, at COUNTY'S election, permit COUNTY to deduct such sums from whatever amount remains

undisbursed by COUNTY to CONTRACTOR pursuant to this contract); if this contract shall have terminated or expired, and it shall be disclosed upon such audit, or otherwise, that such failure shall have occurred, the CONTRACTOR shall pay to COUNTY forthwith whatever sums are so disclosed to, or determined by, COUNTY to be due to COUNTY, or shall, at COUNTY'S election, permit the COUNTY to deduct such sums from whatever amounts remain undistributed by COUNTY to CONTRACTOR pursuant to this or any other contract between the COUNTY and CONTRACTOR. Anything in this contract to the contrary notwithstanding, COUNTY or CONTRACTOR shall have the right to terminate this contract with or without cause at any time upon giving at least 30 days' written notice prior to the effective date of such termination.

Federal Requirements

16. CONTRACTOR shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in performing any of the work embraced by this contract. This shall include obtaining any licenses, permits or waivers necessary to legally own or operate any facility or perform any work or service covered by this contract.

17. Any building or structure assisted with funds through HOPWA or this contract for new construction, substantial rehabilitation, or acquisition of a building, structure, or site, must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than fifty-nine (59) years. (Substantial rehabilitation is defined as rehabilitation involving costs in excess of 75 percent of the value of the building after rehabilitation.) Any building or structure assisted with funds through HOPWA or this contract for non-substantial rehabilitation or repair must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than ten (10) years. In the event the property assisted with HOPWA funds is leased rather than owned by the CONTRACTOR, the building must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than ten (10) years.

18. CONTRACTOR shall retain the property acquired with funds under this contract as long as there is a need for the property to accomplish the purpose of the program whether or not the program continues to be supported by COUNTY funds. For disposition of property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, CONTRACTOR shall request disposition instructions from COUNTY. All personal property acquired with funds pursuant to this contract shall be acquired in compliance with Federal Management Circular 74-7, Attachment E - Property Management Standards.

19. CONTRACTOR agrees to comply with all requirements which are now, or which may hereafter be, imposed by the Housing Opportunities for Persons With AIDS (HOPWA) Program and HUD, as well as such requirements as may be imposed by COUNTY. This includes, but is not limited to: 24 CFR Part 574 (Housing Opportunities for Persons With AIDS; Final Rule); 24 CFR part 85 (OMB Circulars A-102, A-87, A-110 and A-122); 24 CFR part 87, anti-lobbying requirements, 24 CFR part 24, debarred or suspended contractors; and 24 CFR part 35, and the Lead-based Paint Poisoning Prevention Act. No persons shall be displaced as a result of a project funded under this agreement. CONTRACTOR agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of COUNTY. Further, CONTRACTOR agrees that upon the return of any funds granted, loaned, or otherwise distributed by the CONTRACTOR that COUNTY paid to CONTRACTOR under this contract, or the receipt of any funds by the CONTRACTOR as a direct result of any funds granted, loaned, or otherwise distributed by the CONTRACTOR that COUNTY paid to CONTRACTOR under this contract, CONTRACTOR shall return the funds to COUNTY, unless COUNTY otherwise directs in writing.

20. CONTRACTOR agrees to comply with 24 CFR 574.630, the displacement, relocation and real property acquisition provisions of the HOPWA Regulations. Grantee will take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of a project assisted under this Agreement. Relocation Assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and implementing regulations at 49 CFR Part 24 must be provided to all persons displaced as a result of activities assisted under this Agreement. The acquisition of real property for a project assisted under this Agreement is subject to the URA and the requirements described in 49 CFR Part 24, Subpart B.

21. CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug-free work place and with the requirements of the Drug-free Workplace Act of 1988 and 24 CFR part 24 subpart F. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR within five days thereafter shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this agreement.

Equal Employment Opportunity Practices Provisions and Affirmative Action Requirements

22. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR assures that it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, relation, Vietnam era Veteran=s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

- A. CONTRACTOR shall, in all solicitation or advertisements for applicants for employment placed as a result of this contract, state that it is an Equal Opportunity Employer@ or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran=s status, political affiliation, or any other non-merit factor.
- B. CONTRACTOR shall, if requested to do so by the COUNTY, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran=s status, political affiliation, or any other non-merit factor.
- C. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- D. CONTRACTOR shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- E. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

F. The CONTRACTOR shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

23. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, sexual orientation, handicap, or ancestry or religion. CONTRACTOR will take affirmative action to assure that applicants are employed and employees are treated during employment without regard to race, color, sex, sexual orientation, handicap, national origin, ancestry, age or religion, with the goal being that the ethnic composition of the CONTRACTOR'S work force component for the project or service will approximate the ethnic composition of the population of Alameda COUNTY. Such action shall include, but not be limited to, employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rate of pay or forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship training, and on-the-job training. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provision of this non-discrimination clause.

24. CONTRACTOR agrees to comply with the requirements of the HUD's Section 3 *Employment Opportunities for Low-Income Residents* Requirements as applicable, attached hereto as Exhibit E.

Conflict of Interest Provisions

25. CONTRACTOR shall not, during the term of this contract, without obtaining the written consent of COUNTY, permit any member of the governing board of the CONTRACTOR to perform for compensation any administrative or operational functions for the CONTRACTOR with respect to the performance of this contract (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions). Such consent shall be obtained in writing by CONTRACTOR from the CONTRACTOR'S liaison with COUNTY. The liaison may consent if the liaison determines such performance to be fair or reasonable. Should the liaison refuse to consent within three weeks of receipt of the request therefore, then CONTRACTOR either shall comply with the liaison's decision, or shall file a letter with the Clerk of the Board of Supervisors protesting the liaison's decision. In that event, the performance of such functions may continue until the Board of Supervisors has decided the matter. The CONTRACTOR shall comply with such Board decision. CONTRACTOR shall not, during the term of this contract, with respect to the performance of this contract, without having promptly disclosed the same to COUNTY in writing:

- a. Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the CONTRACTOR; or
- b. Contract for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manger or a member of the governing board of the CONTRACTOR; or
- c. Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the CONTRACTOR has a substantial personal financial interest.

Such disclosure shall be by a writing addressed to the CONTRACTOR'S liaison with COUNTY; should said liaison object to such employment or contracting in a writing to the CONTRACTOR within three weeks of receipt of the disclosure, then CONTRACTOR either shall not permit such employment or contracting as so disclosed, or shall file a letter with the Clerk of the Board of Supervisors protesting the liaison's decision. In that event said employment or contracting may continue until the Board of Supervisors has decided the matter. The CONTRACTOR shall comply with such Board decision. CONTRACTOR shall not during the term of this contract, permit any member of the governing board of the CONTRACTOR to have or acquire, directly or indirectly, any personal financial interest in the performance of the contract, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board, and said member shall not participate in board discussion or action such matter.

Contract Amendment

26. This contract can be amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate on the day first mentioned above.

COUNTY OF ALAMEDA

CATHOLIC CHARITIES OF THE EAST BAY

By: _____
President, Board of Supervisors

By: Solomon Belette
Solomon Belette, Executive Director

Date: _____

Date: February 3, 2009

Approved as to Form:
Richard E. Winnie, County Counsel

433 Jefferson Street
Street Address

By: Andrea Weddle
Andrea Weddle, Deputy County Counsel

Oakland, CA 94607
City, State, Zip Code

94-2677202
Taxpayer Identification #

(510) 532-3211
Telephone

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT A
ALAMEDA COUNTY WORK PLAN
BETWEEN
ALAMEDA COUNTY HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT
AND
CATHOLIC CHARITIES OF THE EAST BAY
March 1, 2009 THROUGH February 28, 2010

1. This contract provides HOPWA funding for tenant-based rental assistance (TBRA) for homeless and marginally housed persons living with HIV/AIDS. TBRA and related services provided under this contract will be coordinated with comprehensive services provided through Ryan White CARE funds and other resources available to CCEB. A minimum of 23 unduplicated clients will be served through this program. Funds shall be made available to Contractor for these purposes under the terms and conditions set forth in Exhibit B.
2. Contractor shall provide the County with quarterly reports in the format prescribed by the County no more than 10 days after the end of the preceding quarter. These reports shall include specific demographic information about CCEB clients, as well as a narrative relating to the contract objectives set out on the following SCOPE OF WORK AND EVALUATION MEASURES.
3. Contractor will report to the Community Development Agency Director or his designee.

4. **PROGRAM DESCRIPTION :**

Catholic Charities of the East Bay provides Case Management and rental assistance for up to 40 homeless or marginally housed individuals and families with HIV/AIDS. Its current programs provides comprehensive supportive services that enable homeless people living with HIV/AIDS to receive support in the management of their illness by achieving housing stability and becoming more self-reliant. The range of services includes:

Case Management: Case management links residents to a seamless continuum of services. Upon entry to Catholic Charities of the East Bay, Alameda County residents living with HIV/AIDS receive an intake and are connected to a Case Manager. The Case Manager will work with clients to facilitate their housing goals, plans and commitments. Assessments are completed on all residents, and a service plan is customized in conjunction with each resident. The Case Manager works with each resident at least one and a half hours each month to establish priorities to reach greater independence, continue to move forward, and identify and rectify any problems. Residents receive counseling sessions that emphasize basic life skills necessary to meet the objectives of obtaining income, permanent housing, management of medical regimens, and developing community support networks. Monthly case review meetings are held to discuss resident progress and make referrals.

Housing Assistance: Case managers will link eligible homeless or marginally housed clients with housing units and provide a subsidy according to their income. The goal is to stabilize their living situation in order to allow the clients to maintain their primary health care. Case managers will work closely with clients to apply and advocate for permanent affordable housing.

Collaborations: Catholic Charities of the East Bay collaborates with several agencies in its endeavor to provide residents living with HIV/AIDS with comprehensive services. These collaborations also reduce duplication of services and strengthen the programs offered by all collaborating agencies. Some ongoing partnerships include; Ark of Refuge, AIDS Project of the East Bay, East Oakland Community Project, CCEB's Substance Abuse Counseling Services, and Resources for Community Development.

<p>Objective 1.3</p> <p>By Feb. 28, 2010, case manager will report an increase in self management skills as identified in the assessment in 85% of housed clients</p>	<p><u>Objective 1.3</u></p> <ul style="list-style-type: none"> • Case manager will identify areas of self management issues that need improvement on 100% of housed clients. • Case manager will include a self management goal on the service plan for 100% of housed clients. • Case manager will document progress on the self management goal quarterly on 100% of the clients. 	<p>3/01/09-2/28/10</p>	<ul style="list-style-type: none"> • Supervisor will review the self management assessment in the client record. • Supervisor will review the service plan • Supervisor will review the progress notes.
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EXHIBIT B

TERMS AND CONDITIONS FOR PAYMENT

1. County shall pay Contractor for services in accordance with the scope of work in Exhibit A and in accordance with the attached program budget and conditions set forth below. Contractor shall submit invoices no more frequently than monthly and no less than quarterly including supporting documentation for costs invoiced. Invoices shall be reviewed by liaison assigned to monitor this contract and shall be approved by the Housing Director or her designee.
2. Any request for a budget modification must be submitted in writing by the Contractor to the County in advance of the effective date and in the format required by the County. A request for budget modification may propose transferring dollar amounts from one budget line to another but can not propose a budget increase.
3. Total payment under the terms of this contract shall not exceed \$127,525. These funds must cover all costs to the contractor of providing or contracting for the services, as no additional funds will be made available to reimburse expenses incurred in completing the Scope of Work as described in Exhibit A.

EXHIBIT B
HOPWA PROGRAM BUDGET
CATHOLIC CHARITIES OF THE EAST BAY

March 1, 2009– February 29, 2010

	Annual	Fraction	FTE	Amount
Position	Salary	of Year	FTE	
Program Director	\$ 67,756	100%	15%	\$ 10,163
Accounts payable coordinator	\$ 47,734	100%	5%	\$ 2,387
Billing and payroll coordinator	\$ 54,232	100%	5%	<u>\$ 2,712</u>
 Total salaries				 \$ 15,262
 Taxes and benefits				 <u>\$ 3,143</u>
 Total Personnel				 <u>\$ 18,405</u>
 Rental assistance				 <u>\$ 107,120</u>
 Operating Expenses				
Rent/Occupancy costs				\$ -
Telephone				<u>\$ -</u>
 Total Operating Expenses				 <u>\$ -</u>
 Administrative costs				
Annual audit, including OMB A-133 audit				<u>\$ 2,000</u>
 Total Budget				 <u><u>\$ 127,525</u></u>

**EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
F	Endorsements and Conditions:	
	<ol style="list-style-type: none"> 1. ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/09

PRODUCER 0726293 1-415-546-9300
Arthur J. Gallagher & Co.
Insurance Brokers of California, Inc., License #0726293
One Market Plaza, Spear Tower
Suite 200
San Francisco, CA 94105

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Catholic Charities Of The Diocese of Oakland

433 Jefferson Street

Oakland, CA 94607

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ORDINARY MUT RRG CORP

10171

INSURER B: HARTFORD FIRE IN CO

19682

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CGAL0052008	07/01/08	07/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CGAL0052008	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	57WEPX5804	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER E & O Errors and Omissions	CGAL0052008	07/01/08	07/01/09	Per Claim 1,000,000 Aggregate 3,000,000 *Claims Made Form

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

RE: Catholic Charities fo the East Bay, 433 Jefferson St., Oakland, CA 94607
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers are named Additional Insureds per attached endorsement CG2026 1185 as respects Housing Opportunity for People with AIDS (HOPWA) Services. General Liability policy includes Directors & Officers coverage.

CERTIFICATE HOLDER

Alameda County Housing and Community Development

Hazel Weiss
224 W. Winton Avenue
Room 108
Hayward, CA 94544

USA

CANCELLATION *10 day notice for non-payment of premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Alameda County Housing and Community Development

224 W. Winton Avenue
Room 108
Hayward, CA 94544

USA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

County of Alameda
Request for Insurance Waiver or Change
(To be completed by the Contracting Department)
 Fax or QIC to: Risk Management Unit
 Fax 272-6815 or 2-6815 / QIC 28505

Attn: Contract Review: Karen Caoile Phone: 272-3971
 (Sr. Risk & Insurance Analyst)

Fax Back to:	Name: <u>Eileen De Guzman</u>	Dept.: <u>HCD</u>
	Phone: <u>670-6438</u>	QIC: <u>50708</u> Fax: <u>670-6378</u>

Date of Request: 2/10/09 Amount of Contract: \$127,525 Term of Contract: 3/1/09 through 2/28/10
 Name of Contractor: CATHOLIC CHARITIES OF THE EAST BAY

1. What do you want to waive or change (W=waive and C=change)?
- a) Coverage (s): General Liability _____ Professional Liability _____ Workers' Comp _____
 Other Required Coverages: EMPLOYEE DISHONESTY & CRIME
- b) Change in Limits: General Liability: From \$1,000,000 to \$ _____ per occurrence
 Auto Liability: From \$1,000,000 to \$ _____ per occurrence
 Professional Liability: From \$1,000,000 to \$ _____ per claim
 Other Coverage Limits: _____

b) Reason: No advanced funding on the grant monies and contractor does not keep significant sums of money at premises.

2. Request for Time Waiver: Coverage(s) _____ # of days requested: _____ (This allows Contractor time to bind the insurance before the Contract term begins)
3. For Workers' Compensation Waiver, please have Contractor sign this declaration:

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the County of Alameda harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the County of Alameda waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

Signature _____ Date _____
Owner, Officer, Director, Partnership or other Principal

Print/Type Name _____ Title _____

4. Please attach a copy of the Scope of Services. EXHIBIT B- TERMS & CONDITIONS FOR PAYMENT ATTACHED

This Section to be completed by Risk Management

Identify Risk to County: _____
 Waiver: Granted Denied _____ Change: Granted _____ Denied _____

Considerations: A Vendor/Contractor Insurance Program has been developed for contractors who do not have or cannot afford the required insurance. Please contact the Risk Management Unit for more information.

Authorized Signature: Karen Caoile Date: 2/10/09

EXHIBIT D
COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over \$25,000

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principles, and any named subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: CATHOLIC CHARITIES OF THE EAST BAY

PRINCIPAL: SOLOMON BELETTE TITLE: EXECUTIVE DIRECTOR

SIGNATURE:  DATE: February 3, 2009

EXHIBIT E
ALAMEDA COUNTY AFFIRMATIVE ACTION PLAN
UNDER SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

PURPOSE

To insure that to the greatest extent feasible, projects financed by the Alameda County Housing and Community Development Program provide business and employment opportunities for businesses in the Alameda County project areas funded by Housing Opportunities for People with AIDS (HOPWA).

In all contracts for work in connection with a Community Development project, the following clause (referred to as the Section 3 Clause), will be included:

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but not before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 EMPLOYMENT PLAN

NAME OF CONTRACTOR: Catholic Charities of the East Bay

Services to be Provided: Supportive Services for HOPWA Program: Supportive services include clinical supervision, substance abuse counseling, and three nutritious meals daily.

Contract Amount: \$127,525.

Contract amount does not exceed Section 3 dollar threshold. Section 3 requirements do not apply.

Contract does not include housing rehabilitation, housing construction or other public construction. Section 3 requirements do not apply.

Section 3 requirements do apply. Contractor has been notified of Section 3 requirements and has completed the anticipated work force analysis below.

The following work force is anticipated to be necessary to satisfactorily complete this work:

<u>Job Classifications</u>	<u>Existing Work Force</u>	<u>Anticipated New Hires</u>
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CONTRACTOR agrees to undertake a good faith effort to comply with all of the provisions of Section of the Housing and Urban Development Act of 1968.

Contractor



Solomon Belette, Executive Director
Name and Title

February 3, 2009
Date