

AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO AND BRILLIANT CORNERS

This Agreement is entered into this 1st day of July, 2017, by and between the Housing Authority of the County of San Mateo, hereinafter called "HACSM" and Brilliant Corners, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, HACSM may contract with independent contractors for the furnishing of such services to or for HACSM.

Brilliant Corners will provide services through HACSM's Provider-Based Assistance (PBA) program to serve individuals of our local community who are either not served or underserved by the current Section 8 program or grant programs because of their unique circumstances.

The PBA program will enable Brilliant Corners to provide rental assistance, in connection with supportive services, to single adults who fall within one or more of the following criteria: 1) High utilizers of the mental health system; 2) Persons exiting mental health facilities, 3) Persons exiting residential treatment facilities, or 4) Persons exiting hospitals or health care facilities.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A - Scope of Services and Guidelines
- Exhibit B - Budget Calculation

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement, Contractor shall perform services for HACSM in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits, HACSM shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. HACSM reserves the right to withhold payment if HACSM determines that the quantity or quality of the work performed is unacceptable. In no event shall HACSM's total fiscal obligation under this Agreement exceed One Million Three Hundred Twelve Thousand Ninety Dollars (\$1,312,090). In the event that HACSM makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by HACSM at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017, through June 30, 2020.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by HACSM Executive Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of HACSM and shall be promptly delivered to HACSM. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of HACSM and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of HACSM employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless HACSM and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of HACSM and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which HACSM has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- Comprehensive General Liability... \$1,000,000
(Applies to all agreements)
- Motor Vehicle Liability Insurance... \$1,000,000
(To be checked if motor vehicle used in performing services)
- Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, HACSM, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to HACSM upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded

from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. § 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or other investigative entity. If this box is checked, Contractor shall provide HACSM with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to HACSM the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement

or Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

To effectuate the provisions of this Section, HACSM shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and HACSM.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after HACSM makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by HACSM, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by HACSM.

(c) Contractor agrees upon reasonable notice to provide to HACSM, to any Federal or State department having monitoring or review authority, to HACSM's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of HACSM, to:

Name/Title: Ken Cole, Executive Director
Address: 264 Harbor Blvd., Bldg. A, Belmont, CA 94002
Telephone: 650-802-5024
Facsimile: 650-802-3373
Email: KCole@smchousing.org

In the case of Contractor, to:

Name/Title: William Pickel, Executive Director
Address: 1390 Market St #405, San Francisco, CA 94102
Telephone: 415-509-7660
Email: bpickel@brilliantcorners.org

18. Electronic Signature

If both HACSM and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and San Mateo County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For HACSM: If this box is checked by HACSM, HACSM consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO

By: _____

Date: _____

BRILLIANT CORNERS

By: _____

Date: _____

EXHIBIT A



Housing Authority of the County of San Mateo Provider-Based Assistance Program

Brilliant Corners' Scope of Services and Guidelines

I. OVERVIEW

The Housing Authority of the County of San Mateo (HACSM) has expressed interest to implement a Provider-Based Assistance Program (the 'PBAP' or the 'Program') to serve the individuals of our local community who are either not served or underserved by the current Section 8 Program or grant programs because of their unique circumstances. The PBAP will enable Brilliant Corners to provide rental assistance, in connection with supportive services, to single adults whom fall within one or more the criteria below:

- High utilizers of the mental health system
- Persons exiting mental health facilities
- Persons exiting residential treatment facilities
- Persons exiting hospitals or health care facilities

Brilliant Corners shall provide the services as described here within. These services can be changed at any time during the term of the agreement with mutual consent between Brilliant Corners and HACSM.

II. SCOPE OF SERVICES AND GUIDELINES

Participant Referral, Eligibility, and Engagement

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

Potential clients for this program will be referred from the Community Care Settings Program, a program funded by The Health Plan of San Mateo. Program staff will refer clients based on the following criteria:

- a. a person with disabilities or an elderly person as defined by HUD regulations; and
- b. eligible for MediCal long-term care service and support; and
- c. eligible for In-Home Supportive Services (IHSS) in San Mateo County; and
- d. at-risk of entering or currently living in a skilled nursing facility but can successfully live independently with supportive services; and
- e. be connected with Intensive Care Management services through The Institute on Aging, or another case management agency.

Once a client is referred, the Housing Coordinator will contact the client and set up a housing intake and assessment date. The client will be asked to complete an application and provide documentation that reflects their income levels, and ability to live independently in the least restrictive community setting successfully. During this assessment, the Housing Coordinator will also evaluate and document current housing status and history, concerns pertaining to community-based housing, need for other supportive services, and an individualized long-term housing plan.

Once an initial assessment is completed, the case will be presented to key program staff of the Community Care Settings program for proper community placement and/or utilization of the PBAP rental assistance. Key program staff will review the application, eligibility, and long-term housing goals. Once a decision is made to accept the client into the PBAP, Brilliant Corners will assist the client in finding appropriate housing, securing leases and following through with the long-term housing plan.

Every referral to the Program will be documented by Brilliant Corners with individual client files. All referrals and program entrance and denials will be performed in a manner consistent with fair housing laws and guidelines outlined in this document. Brilliant Corners will only accept referrals when openings exist in the Program. Due to the nature of the referrals and the housing needs of the target population, a short referral list will be maintained. All documentation of referrals will be made available to HACSM upon request.

Minimum Federal Requirements for Subsidy:

- a. May not be bound to “lifetime registration” under any State Sex Offender registration program.
- b. May not ever have been convicted of manufacturing or producing methamphetamine in a Public Housing development or in a Section 8 assisted property.
- c. Must be below 50% of Area Median Income (AMI) with at least 75% of participants below 30% of AMI.

Criminal Background Checks

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

Provider Certification Regarding Participant Eligibility

By accepting subsidy payments, Brilliant Corners certifies all program participants meet the above-stated eligibility criteria and that criteria for admissions comply with all fair housing laws.

Intake Procedures

Brilliant Corners will collect intake information in the form of an application for all Participants referred to and/or enrolled in the Program. In addition, Brilliant Corners will conduct orientations with each Participant to review the following:

- a. The terms of tenancy;
- b. The terms of the subsidy;
- c. The Tenant Lease; and
- d. Grievance/appeal procedures; and
- e. Contract of participation.

**No applicant will move into housing or receive rental assistance through the Program until a Tenant Lease has been signed.*

Participants in a residence at the time the PBAP begins: A participant who is in a residence at the time of when the Program begins may apply for eligibility in the PBAP. Eligible participants in a residence will not be displaced while a PBAP application process is pending.

UNITS AND LANDLORDS

Initial Unit Set-up

Brilliant Corners will ensure participants move into or are residing in units located in San Mateo County. Initial inspections will be completed prior to each new move-in. All units will meet Housing Quality Standards (HQS) as required by HACSM. Initial move-in inspections will be conducted by HACSM. Thereafter, all units will be inspected by Brilliant Corners at least annually to ensure HQS compliance.

Prior to each Participant moving in and/or receiving rental assistance through the program, Brilliant Corners will submit a Request for Tenancy Approval (RTA) to HACSM. This form triggers the request for inspection, which HACSM will ensure is conducted within 5 business days of receipt. Initial inspections must be completed prior to each new move-in and/or start of one receiving the Program rental assistance.

Ineligible Units

Brilliant Corners will not deliver services under the PBAP that are in ineligible units. Ineligible units are defined as a public housing or Indian housing unit; a unit receiving project-based assistance under Section 8 of the 1937 Act (42 USC §1437f); nursing homes, or facilities providing continual psychiatric, medical, or nursing services; college or other school dormitories; units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; a unit occupied by its owner or by a person with any interest in the unit.

Duplicative Assistance

Brilliant Corners may not receive the subsidy of the Program for a participant in a unit while receiving the benefit of any of the following forms of other housing subsidy:

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

Identifying Housing Units and Landlord Partners

In order to make units available to program participants, Brilliant Corners may lease or master lease units in the private market (either individually or in clusters). In addition, participants may be allowed to rent a unit on the open market, subject to HACSM tenancy approval limitations (e.g. clients cannot rent a unit from certain relatives). If Brilliant Corners chooses to lease or master lease units, Brilliant Corners will negotiate lease terms that meet the needs of participants in which the lease to be

provided to HACSM is between Brilliant Corners and the participant. In any case, housing units selected may not be receiving other government funding for rental assistance or operating costs.

Landlord Approval

Prior to entering into a lease with any landlord or Brilliant Corners, Brilliant Corners will submit information about the housing unit to receive HACSM approval. Approval may be based upon, but is not limited to: location, access to amenities and public transportation, Housing Quality Standards, and rent reasonableness. HACSM will conduct the rent reasonableness determination.

Form of Lease

The form of lease will be negotiated by Brilliant Corners and may include, but is not limited to a corporate or master lease. If Brilliant Corners uses a corporate or master lease, it will still enter into a tenant lease with each participant. The initial lease term and any subsequent lease terms shall be established by Brilliant Corners as long as it complies with applicable Federal, State and local laws.

Relationships with Landlords

It is of utmost importance for Brilliant Corners to establish and maintain good relationships with landlords in the program if Brilliant Corners leases or master leases units in the private market. Every effort will be made to respond quickly to landlord requests and concerns. Brilliant Corners will establish a regular communication schedule with the landlord to proactively ensure participant residency is not in jeopardy and to proactively troubleshoot any concerns.

PAYMENTS

Lease Rent

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

Lease Rent Increase

It is the responsibility of the program participant and Brilliant Corners to determine whether the requested new Lease Rent from the owner is reasonable and negotiate a new Lease Rent with the owner. Increase in the Lease Rent will not affect the subsidy amount as it is determined based on the per-unit cost under the contract agreement.

Subsidy Payment

The subsidy payment is the payment HACSM makes to Brilliant Corners in order to reimburse Brilliant Corners for a portion of the lease costs and other eligible costs.

Rental Assistance: Brilliant Corners helps make housing affordable for program participants by using the subsidy payment to pay a portion of their housing cost. Brilliant Corners will have the flexibility to house participants in units appropriate for their needs. To offset the lease rent or occupancy costs, Brilliant Corners may charge tenant rent in accordance to our rent policy through the Community Care Settings Program.

The subsidy payments will be made only if the unit is occupied by an eligible participant and will end upon the participant's graduation or achieving the long-term housing goals or termination from the program by Brilliant Corners.

Each month, based on the approved budget, HACSM will pay Brilliant Corners a fixed per-unit-month subsidy (PUM) or a prorated subsidy when applicable (see prorated payment below) for each eligible housing unit occupied by an eligible participant during the previous month.

Brilliant Corners may "overlease," that is, may place more eligible participants in a particular month than the nominal program capacity (i.e., serving more than 20 units approved by HACSM in the example above), and may invoice HACSM for payment for the actual usage. However, total subsidy payments from HACSM to Brilliant Corners at the anniversary of the contract term will not exceed the one year budget under agreement for Brilliant Corners.

Administrative Costs: Because the primary purpose of the subsidy payment is to cover lease rent or occupancy costs rather than the costs of supportive services or overhead, Brilliant Corners will demonstrate through verifiable documentation that 80% or more of subsidy payment received has been used to pay actual costs to rent or operate occupied units during the past quarter, as requested by HACSM.

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

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

Prorated Payments

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

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

If a tenant is temporarily away from the unit to receive inpatient care, Brilliant Corners will document the absence and may continue to collect subsidy payments for the unit for up to 3 months per participant, per year. Brilliant Corners will make all efforts possible to ensure the tenant continues to pay their portion of the rent and returns to the unit. Should the tenant be unable to pay their portion of the rent, Brilliant Corners will document the reason in the monthly narrative report. Unpaid tenant portion of rent is not an eligible cost billable under the program.

III. TENANT VERIFICATIONS, LEASE AND RENT

Income Verification

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

Release of Information

Brilliant Corners will maintain Release of Information forms for each Tenant in the program to allow for information disclosure to HACSM.

Tenant Lease

The tenant lease is the agreement between the participant and landlord or the agreement between the participant and Brilliant Corners. The Tenant Lease will specify the amount of the monthly tenant rent and the amount of the monthly lease rent.

If Brilliant Corners is the corporate or master lease holder, Brilliant Corners will enter into an initial tenant lease with each tenant for a term of at least one month, automatically renewable upon expiration, except on prior notice.

The tenant lease, or addendum to the lease, will require participation in services as a condition of the housing or subsidy, based on the requirements of Brilliant Corners.

Tenant Rent

Brilliant Corners will determine the tenant rent based on the Community Care Settings Program criteria. The tenants will make payment directly to brilliant Corners or the landlord, depending on the terms and conditions of the lease agreement. HACSM is not responsible to collect Tenant Rent or make subsidy payments to the landlord.

IV. SERVICES AND PARTICIPANT PARTICIPATION

Each participant is required to enter into a Program and Service Agreement with Brilliant Corners that outlines the participant's individualized long-term housing plan, schedule of the rental assistance to be provided, rights and responsibilities, resources and services provided, specific activities including target dates which will be completed by the Housing Coordinator in conjunction with the tenant. To promote the agreed upon long-term housing plan, Brilliant Corners will engage each participant in ongoing supportive housing related services. The Housing Coordinator will help the client integrate into the community by connecting them with other applicable resources as needed, providing housing retention services, and ensure the Community Care Settings Program's comprehensive services are available. The Housing Coordinator will communicate regularly with each client about available affordable and low-income housing opportunities, and any other housing opportunities, that would result in the reduction or elimination of the PBAP rental subsidy to follow through the long-term housing plan.

To ensure that housing provided is habitable, safe, sanitary, and suitable for each individual client, Brilliant Corners will conduct regular Housing Retention Home Visits. These visits will typically occur once per week during the initial month after move in and may reduce to once per month as deemed suitable by Brilliant Corners, the client, and any support service provider. Each visit will consist of unit habitability checks, maintenance and repair requests, and will encourage client feedback. All retention visits will be thoroughly documented in case notes.

Participants will be required to comply with their leases and pay their portion of the rental expenses in a timely manner. They will need to have regular communication with their Housing Coordinators and demonstrate ongoing efforts toward achieving their long-term housing plans (e.g., willingness to complete housing applications, or taking other steps to increase their income, where applicable).

V. TERMINATION AND GRIEVANCE PROCEDURES

The tenant may be terminated from this program voluntarily or as initiated by Brilliant Corners. A tenant may be terminated under the following circumstances:

- a. Crime on the program premises;
- b. PBAP assistance is terminated;
- c. The tenant leaves without whereabouts being known/abandons unit;
- d. Violence or threatened violence;
- e. Misrepresentation of material facts during eligibility or housing intake process;
- f. Failure to comply with the terms and conditions or the rules and regulations of the corporate or master lease;
- g. Failure to comply with terms and conditions of participant contracts.

The Tenant may also “graduate” if their income exceeds the criteria to remain in the program, or they are eligible for an affordable or low-income housing option that will reduce or eliminate rental subsidies.

It is the duty of Brilliant Corners to exhaust all appropriate interventions before resorting to eviction and/or termination of rental assistance including moving the tenant (with subsidy) to another unit, when deemed appropriate given the circumstances. Appropriate and sufficient supportive services intervention shall be provided such that the need for termination is rare.

Notice of Noncompliance with Lease and/or Rental Assistance

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

Final Letter of Non-Compliance

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

Notice of Termination of Lease

When all efforts to assist a tenant in regaining compliance have failed, Brilliant Corners will determine termination of tenancy is appropriate; Brilliant Corners will begin issuing formal notices of lease violation. The tenant may appeal this termination process in accordance with applicable Law.

Notice of Termination of Rental Assistance

If Brilliant Corners determines termination of rental assistance on behalf of the tenant is necessary, Brilliant Corners will notify the tenant, in writing, of the date the rental assistance will be terminated. The tenant will be informed he/she will be responsible for the full lease rent. This written notice will include the reasons for termination of the rental assistance.

Appeal/Grievance of Rental Assistance Termination

Participants will be encouraged to resolve problems/grievance with their Housing Coordinator. Participants will be given a copy of the grievance procedure upon housing intake. The Director of Housing Services or designee will respond to all grievances within 7 days.

Following Termination of Rental Assistance

When the rental assistance is terminated, the tenant may remain in the rental unit if able to pay the full unit rent. After the termination date, if the tenant elects to remain in the rental unit, the tenant is responsible for signing a lease with the landlord directly and paying full rent.

VI. Quality Assurance

The Program Manager is responsible for implementation of the PBAP Quality Assurance activities. These activities include:

- a. Ensure that a client file is in order for each Participant;
- b. Review the budgetary expenditures for PBAP;
- c. Ensure ongoing compliance with the PBAP with HACSM;
- d. Ensure that all housing units continue to comply with HQS;
- e. Ensure that individualized long-term housing plans are met;
- f. Ensure complaints and grievances are resolved in a timely manner;
- g. Ensure the PBAP is operating consistent with the Scope of Services and Guidelines as well as the HACSM contract; and
- h. If problems or deficiencies are found in any of these areas, a corrective action plan will be developed and a course correction will be implemented so as to resolve the matter as soon as possible.

VII. PROGRAM MONITORING AND EVALUATION

Reporting

Program Entry:

Brilliant Corners will submit the Client Information Form, provided by HACSM, at the time of requesting tenancy approval.

Annually:

On an annual basis (or as requested), Brilliant Corners shall submit to HACSM a report of activities for the previous quarter that will include but is not limited to the following items:

- a. List of participant names or alternate identifiers,
- b. Lease Rents Paid,
- c. Tenant Rents,

- d. Housing related services and activities,
- e. One, or more, client stories, and
- f. Description of any program challenges and successes.

Program Exit:

Brilliant Corners will submit the Client Exit Form, provided by HACSM, no later than one month after the participant exited the program.

Contract Monitoring

No less than annually, HACSM will audit files to determine established processes are being followed. Program entrances, exits and non-admittances will also be monitored.

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

Communication

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

Program Evaluation

HACSM is responsible for the outcome development and program analysis for this project. The evaluation may address issues related to 1) housing stability, and 2) participant success and 3) serving the number of households that otherwise would not have been served. Brilliant Corners will develop appropriate evaluation criteria for the population being served.

Brilliant Corners is expected to collect mutually agreed upon participant data and outcomes for the program evaluation.

Invoicing and Reporting

Brilliant Corners will submit monthly invoices and corresponding reports to HACSM that document actual expenses for the previous month. In addition, Brilliant corners will submit a brief monthly narrative highlighting successes or concerns in the program.

Program Expansion

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

Brilliant Corners Provider-Based Funding Calculation

		Year One Budget												
		Per Unit	Month1	Month2	Month3	Month4	Month5	Month6	Month7	Month8	Month9	Month10	Month11	Month12
		Funding												
# of Vouchers														
Studio	Ten (10)	\$1,815	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,630	\$7,260	\$10,890	\$14,520	\$18,150	\$18,150	\$18,150
One BR	Ten (10)	\$2,311	\$4,622	\$9,244	\$13,866	\$18,488	\$23,110	\$23,110	\$23,110	\$23,110	\$23,110	\$23,110	\$23,110	\$23,110
Monthly Total			\$4,622	\$9,244	\$13,866	\$18,488	\$23,110	\$26,740	\$30,370	\$34,000	\$37,630	\$41,260	\$41,260	\$41,260

Year One Total \$321,850.00

Year Two Total \$495,120.00

Year Three Total \$495,120.00

3-Year Total \$1,312,090.00

BUDGET INFORMATION

1. Rent Levels

- a. Budget for subsidy will be based on the following per unit cost and unit distribution:

	FMR	Est. Max Rental Subsidy Amount	Requested # of Vouchers
Efficiency	\$1,915	\$1,815	10
One Bedroom	\$2,411	\$2,311	10

- b. Rent will be collected from participants on a monthly basis, no later than the 5th of each month, and to be made payable to Brilliant Corners. In most cases, a participant will be setup with a third party payee provider to ensure that non-payment of rent does not put housing at risk.
- c. We anticipate many participants will be receiving social security and/or disability as their sole source of income. Brilliant Corners will work closely with participant and available care management services to obtain proof of regular monthly income. Approaches to verify income will include:
- i. Requiring all potential participants to furnish written confirmation from the Social Security Administration of any reported income; and
 - ii. Perform appropriate background checks to verify additional income sources
- d. Standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.
- i. One bedroom will generally be assigned for every two members in a household. Factors to consider will include family characteristics including sex, age, or relationship, the number of bedrooms, and size of sleeping areas or bedrooms and the overall size of the dwelling unit. Consideration will also be given for medical reasons and the presence of a live-in aide.
 - ii. Single person households will be allocated either a studio or one bedroom (based on availability and accessibility needs). For the purpose of this proposal, total rent subsidy amount will be based on utilizing mostly efficiency or one-bedroom units.

2. Personnel Expenses

- a. Brilliant Corners currently employs or will employ the following staff to provide additional housing related support services directly to eligible participants of the Program.
- i. Staff to be providing direct participant services include:
 - 1. Program Manager
 - a. Main duties within this Program include Program compliance oversight

- 2. Program Supervisor
 - a. Main duties within this Program include participant eligibility screening, and Program compliance
- 3. Housing Resource Specialist
 - a. Main duties within this Program include housing search, and landlord retention
- 4. Housing Coordinator
 - a. Main duties within this Program include application assistance, transition oversight, coordination with other service agencies, and ongoing housing retention services

3. Support Services Revenue And Expenses

- a. The below worksheet is based on the following assumptions:
 - i. Staffing as detailed in section 2.a.i.
 - ii. Unit Acquisition Costs and Other Housing Related Services will be a combination of various housing search approaches to include Master/Corporate Leasing and assisting participants in the open market.

Budget Category	Costs (\$)	Funding Source
Total Personnel	\$82,901	Community Care Settings Program (through HPSM)
Unit Acquisition Costs & Other Housing Related Services	\$462,642	Community Care Settings Program (through HPSM)
Unit Modifications & Repairs	\$39,100	Community Care Settings Program (through HPSM)
Security Deposits/Application Fees	\$43,240	Community Care Settings Program (through HPSM)
Est. Average Tenant Rent Contributions	\$(47,376)	Program Participant
Housing Authority Voucher/Subsidy Payment	\$(332,740)	Housing Authority of the County of San Mateo
Administrative Expenses	\$72,236	Community Care Settings Program (through HPSM)
TOTAL	\$326,303	