

**CONTRACT INFORMATION**

Any organization that is granted HPRP funds from the City of San José will be required to sign a contract with the City and any organization granted HPRP funds from the County of Santa Clara will be required to sign a contract with the County. Listed below are some key terms and conditions that are anticipated to be included in the final contracts.

Please note that the representative terms and conditions listed below are subject to possible change, depending upon modification to Federal Law or action by the City Council or Board of Supervisors, respectively.

**Program Benefit:**

CORPORATION shall conduct the Program within the City of San José or County of Santa Clara, for the purpose of principally benefiting households experiencing, at risk of, homelessness.

**Compliance with Federal Regulations:**

CORPORATION assures and certifies that it will comply with all regulations, policies, guidelines, and requirements applicable to the acceptance and use of Federal funds for this Federally-assisted program and will be responsible for implementing and complying with all relevant future changes to Federal Regulations or OMB Circulars.

Specifically, CORPORATION gives assurances and certifies with respect to the PROGRAM that it is compliance with the following Regulations as defined by 24 CFR, Part 570, Subpart J; 24 CFR, Part 570, Subpart K except #11; and will be conducted and administered in conformity with Public Law 88.352 and Public Law 90.284.

1. **570.601.** Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as amended by Executive Order 12258 addresses discrimination. HUD regulations implementing Executive Order 11063 are contained in 24 CFR, Part 107.
2. **570.602.** Section 109 of the Act addresses discrimination
3. **570.603.** Labor Standards
4. **570.604.** Environmental Standards
5. **570.605.** National Flood Insurance Program
6. **570.606.** Relocation, Displacement, and Acquisition

7. **570.607.** Employment and Contracting Opportunities
8. **570.608.** Lead-Based Paint
9. **570.609.** Use of Debarred, Suspended, or Ineligible Contractors or Subrecipients
10. **570.610.** Uniform Administrative Requirement and Cost Principles
11. **CFR Part 135 – Section 3** Comply with Housing and Community Development Act of 1968 (12 U.S.C. 170(u) and CFR Part 135) to the greatest extent feasible)

CORPORATION shall comply with the requirements and standards of OMB Circular No. A-122 “Cost Principles for Non-Profit Organizations, and with the following Attachments to OMB Circular A-110”;

### **NON-DISCRIMINATION**

CORPORATION shall comply with all applicable Federal, State and local laws and regulations including City of San José’s and the County of Santa Clara’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101, 1102.

CORPORATION shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall CORPORATION discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

### **PROGRAM INCOME**

Income generated by the PROGRAM shall be regulated by all provisions of 24 CFR 570 Subpart J “Grant Administration,” 570.503 “Agreements with Subrecipients,” and 570.504 “Program Income.”

## **ESTABLISHMENT AND MAINTENANCE OF RECORDS**

CORPORATION shall:

Maintain complete and accurate records of all of its transactions, including, but not limited to, contracts, invoices, timecards, cash receipts, vouchers, cancelled checks, bank statements, client statistical records, personnel, property, and all other pertinent records sufficient to reflect properly (a) all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred to perform this Contract or to operate the PROGRAM, and (b) all other matters covered by this Contract.

File quarterly reports as required by CITY or COUNTY on the type and number of services rendered through the operation of the PROGRAM, and a description of the beneficiaries of these services, and which reports shall evaluate the manner in which the PROGRAM is achieving its objectives and goals according to the standards established in the CITY or COUNTY. The progress reports adhere to all of the reporting guidelines established by HUD in the HPRP program guidance.

## **MONITORING AND EVALUATION OF SERVICES**

Evaluation and monitoring of the PROGRAM performance shall be the mutual responsibility of the CITY or COUNTY and CORPORATION. CORPORATION shall furnish all data, statements, records, information and reports necessary for CITY or COUNTY to monitor, review, and evaluation the performance of the PROGRAM and its components.

## **CONTRACT NONCOMPLIANCE**

If CORPORATION fails to comply with any provision of this Contract, CITY or COUNTY shall have the right to terminate this contract or to require corrective action to enforce compliance with such provision.

If CORPORATION does not use HPRP funds in accordance with this contract, CORPORATION is liable for repayment of all disallowed costs. Disallowed costs may be identified through audits, monitoring, or other sources. CORPORATION shall be required to respond to any adverse findings which may lead to disallowed costs subject to provisions of OMB Circular A-122, "Cost Principles for Non-Profit Organizations."

## **ASSIGNABILITY**

Contract may not be assumed nor assigned to another CORPORATION, PERSON, PARTNERSHIP or any other entity without the prior written approval of CITY or COUNTY.

### **NON-SMOKING POLICY**

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

### **OTHER REQUIREMENTS**

In addition to the terms and conditions listed above, the contract with the City or County will also require completion of attachments by contracts that provide a brief description of the project, an outline of the proposed work and outcomes, and a project budget indicated estimated costs by line item.

In addition, the contract will require a contractor declaration indicating adherence to Contracting Principles approved by the Board of Supervisors on October 28, 1997.

Please note that the above key terms and conditions are anticipated to be included in a future contract but are subject to modification.