

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FOCUS STRATEGIES

This Agreement is entered into this ____ day of June, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Focus Strategies, hereinafter called "Contractor." County and Contractor may be collectively referred to as "Parties" and individually as a "Party."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of evaluating the efficacy of diversion and Coordinated Entry System (CES) services provided by the County in connection with the assessment and placement of persons at risk of or experiencing homelessness.

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—Services
- Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

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 Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2025, through June 30, 2026.

5. Termination

This Agreement may be terminated by Contractor or by the County Executive 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.

County 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 County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

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 County and shall be promptly delivered to County. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County 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 County 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 County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of

the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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 County. Any such assignment or subcontract without County's prior written consent shall give County 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 County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County 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 County 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:

(a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County 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, County, 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, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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 County 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

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

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 certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County 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 the County Executive Officer.

To effectuate the provisions of this Section, the County Executive 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 County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

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 the 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 the 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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value 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 County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, 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 County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County'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 County, to:

Name/Title: Iliana Rodriguez, Assistant County Executive
Address: 400 County Center, 1st Floor
Redwood City, CA 94063
Telephone: (650) 363-4130
Email: irodriguez@smcgov.org

In the case of Contractor, to:

Name/Title: Megan Kurteff-Schatz, President
Address: 440 North Barranca Ave., #1815
Covina, CA 91723
Telephone: (916) 692-9059
Email: info@focusstrategies.net

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.


19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: Focus Strategies

<p>DocuSigned by:</p>  <p>D357FB18D3684DE...</p> <hr/> <p>Contractor Signature</p>	<p>6/7/2024</p> <hr/> <p>Date</p>	<p>Megan Kurteff-Schatz</p> <hr/> <p>Contractor Name (please print)</p>
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For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Assistant County Executive

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

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

- A. **Evaluation.** The County's Diversion and Coordinated Entry System (CES) is a process that standardizes the way individuals and families at risk of homelessness or experiencing homelessness are assessed for and referred to the housing and services that they need for housing stability. Contractor shall conduct a quantitative and qualitative evaluation to determine the efficacy of Diversion and CES services provided by Samaritan House as key elements of the homeless crisis response system. Contractor shall provide recommendations for improvements to processes and policies to increase efficacy, ensure access, and improve outcomes for the target populations.

- B. **Components of the Evaluation.** The Contractor's evaluation shall include each of the following components.
 1. **Research:** Contractor shall conduct research and review documentation relating to the County's Diversion and CES services provided by Samaritan House, including without limitation:
 - a. Review literature regarding best practices for services similar to Diversion and CES.
 - b. Review existing County documents and reports, including policies and procedures regulating Diversion and CES services, contract with Samaritan House, and quarterly and annual performance reports from Samaritan House.
 - c. Gather data by interviewing key staff at the County Center on Homelessness (a division of the County Human Services Agency), Samaritan House, Core Service Agencies (i.e., Daly City Community Services Center, Samaritan House South, Coastside Hope, Pacifica Resource Center, Samaritan House, Puente de la Sur, Fair Oaks Community Center, YMCA Community Resource Center, each of which serves as entry points into CES), shelters, homeless outreach programs, permanent housing programs, and other key stakeholders to obtain a comprehensive understanding of administrative and frontline operations.
 - d. Collect additional data, including through interviewing, surveying, and/or conducting focus groups with households that successfully and unsuccessfully accessed CES to learn about their experience, why (where applicable) households sought CES multiple times, when their housing crisis resolved, and if they sought services in multiple counties.
 - e. Collect input (individual or group interviews, or focus group) from the Lived Experience Advisory Group (LEAG)
 - f. Ensure that any personally identifying information is handled in a manner consistent with applicable requirements.

 2. **Analysis:** Contractor shall evaluate and analyze the following components in relation to Samaritan House's Diversion and CES services:
 - a. **Populations and Date Range:**

Contractor's evaluation will include and identify by demographic dimensions and populations all clients who entered CES from January 2022 through December 2023. Contractor shall conduct separate quantitative analyses by household type and subpopulations (e.g., transitional age youth (TAY), households with minor children, adult-only households, DV survivors, persons exiting institutions, etc.).

Contractor shall disaggregate reported data analysis into the following demographic dimensions where possible/applicable:

- Age
- Gender
- Housing status at the time of applying (Category 1, 2, or 4 of the U.S. Department of Housing and Urban Development's Homeless Definition Final Rule)
- Geographic location of last permanent residence (occupied for at least one year)
- Income level
- Household size
- Household type (e.g., adult-only household, families with minor children, etc.)
- Race/ethnicity
- Sexual orientation/gender identification
- Veteran Status
- Chronic homelessness
- First Time Homelessness
- Mental Health Disability
- Physical Health Disability
- Substance use disorder
- Subpopulations (e.g., veterans, undocumented Americans)

b. Access:

Contractor will determine and describe the population(s) that are accessing services through CES and explore whether there are target populations that may be disproportionately unreached by CES. Analyses will include:

- Number of households with CES Enrollment
 - If available, differentiating referral source (e.g., Outreach, Core, or Institutions)
- Number of households who were successfully diverted with and without use of flexible funding

c. Assessment and Prioritization:

Contractor shall evaluate which households are assessed using the CES Assessment Tool. Analyses will include:

- CES Assessment Tool categorization
- Number of households who were re-assessed

d. Referrals and Outcomes:

Contractor shall determine which populations are receiving shelter and housing referrals, the outcomes of those referrals, and how long it takes for households to receive referrals. Contractor shall determine which populations are finding housing opportunities through CES and which are exiting from services without having a housing option identified. Analyses will include:

- Number of households referred to shelter
- Average number of days from assessment to shelter placement
- Number of households referred to a non-shelter housing (Permanent Supportive Housing, Rapid Re-Housing, Other Permanent Housing)

- Number of households who moved into housing regardless of whether they had a referral to shelter or other housing program.
 - Success rate of placements without shelter stay.
- Average number of days from housing referral to housing move in.
- CES outcomes
 - Diversion success rate with and without use of flexible funding Shelter placement rate
 - Housing program referral rates
 - Housing program success rates
 - From shelter to housing
 - From street to housing
 - Repeat CES assessments
 - Comparison of outcomes of people who are first time homeless, have experienced homelessness multiple times, or are chronically homeless

e. Service Delivery and Design:

The evaluation will assess the structure and capacity of Diversion and CES, given the number of clients seeking assistance, the program requirements, and target outcomes. The evaluation will also review program design elements to see how they impact client accessibility and outcomes (including services provided by phone and in person, as well as diversion strategies with different subpopulations such as homeless outreach clients, first time homeless, people who have come through CES multiple times, etc.).

f. Additional Questions to be included in the Evaluation:

Contractor shall address the following additional questions:

- Are clients self-reporting on the CES assessment accurately, and, if not, why?
- Are there ways to incorporate administrative data such as health information to improve the accuracy of the CES assessment regarding disabling conditions?
- Would it be beneficial to outcomes to change the CES assessment, or to have separate CES assessments—one for shelter placements, and one for housing placements?
- Are there ways to use the CES assessment data collected for service placement to benefit clients and service matching, including for clients whose only contact with the homeless system is CES?
- Is the 6-month expiration for CES assessments functioning as intended (e.g., to prevent the list from getting stale while not causing undue hardship on clients who remain unsheltered in accessing housing)?
- Is there another way to maintain contact with unsheltered clients in the CES housing pool aside from requiring outreach case management or cold-matching to Housing Voucher Navigation?
- Are there particular target populations for whom Diversion/CES is more difficult to access successfully (e.g., youth, DV victims)?

3. **Report:** Within 120 days after the Effective Date or on such other date as approved by the County in writing, Contractor shall prepare and submit to County an interim written report summarizing Contractor's research findings. Not later than 10 months from the date of the kick-off meeting, Contractor shall submit to County a final report of findings, conclusions, and researched best practices regarding its evaluation of the efficacy of Diversion and CES services using quantitative and qualitative analysis. The report shall include Contractor's recommendations for improvements to Diversion and CES processes and policies that would increase efficacy, ensure access, and improve outcomes for the populations experiencing or at risk of homelessness.

4. **Meetings:** Contractor agrees to meet for a kick-off meeting with the County and to meet monthly with the County throughout the evaluation to report out on progress to-date. This will also be an opportunity to discuss challenges and to work collaboratively to find solutions to any challenges. Contractor agrees to cooperate with County provide regular communications and status updates upon request.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Position Titles	Hourly Rate FY 2024-25	Hourly Rate FY 2025-26	Hourly Rate FY 2026-27
President	\$280	\$285	\$290
Dir. Finance & Operations	\$270	\$275	\$280
Mgr. of Analytics & Eval.	\$255	\$260	\$265
Mgr. of System Des.	\$255	\$260	\$265
Lead Sr. Consultant	\$255	\$260	\$265
Sr. Consultant	\$235	\$240	\$245
Sr. Analytics Consultant	\$235	\$240	\$245
Consultant	\$225	\$230	\$235
Analytics Consultant	\$225	\$230	\$235
Team Proj. Manager	\$225	\$230	\$235
Admin. Manager	\$185	\$190	\$195
Admin. Analyst	\$165	\$170	\$175

1. In order to receive payment for services provided in Exhibit A, Contractor shall submit to the County a detailed invoice on a monthly basis, which invoices from Contractor, shall include, at minimum: (a) a description of services provided; (b) the time spent on such services; and (c) the employee/professional providing such services in accordance with applicable rate(s) specified in the above table. Contractor's invoices should also include supporting documentation for any claimed expenses, including but not limited to all relevant invoices and receipts. Contractor shall certify that the services for which payment is requested (and that any costs for which reimbursement is sought) were actually, reasonably and necessarily incurred for services under this Agreement.
2. Contractor agrees to provide such additional information and documentation as the County may reasonably request related to the request for payment.
3. Invoices shall be provided to Assistant County Executive Iliana Rodriguez, at irodriguez@smcgov.org and copy to CEO_AP_Inbox@smcgov.org
4. Payment will be made within thirty (30) business days after approval of the request for payment by the County Executive or designee.
5. The County may withhold all or part of payment if the County Executive or designee reasonably determines that Contractor has not satisfactorily performed the services, or the supporting documentation is insufficient.
6. In accordance with Section 3 of the Agreement (Payments), in no event shall the County's total fiscal obligation exceed \$200,000.