

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FOCUS STRATEGIES

This Agreement is entered into this ____ day of _____, 20____, 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."

* * *

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 providing consultation and technical assistance services for the San Mateo County Continuum of Care.

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
- Attachment I—§ 504 Compliance

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 SEVEN HUNDRED FORTY-FIVE THOUSAND, SIX HUNDRED AND SEVENTY-SEVEN DOLLARS (\$745,677). 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 July 1, 2024, through June 30, 2027.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Human Services Agency 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.

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
- (b) Motor Vehicle Liability Insurance... \$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, 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 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 report to the County Manager 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 the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California 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 the Contractor to penalties, to be determined by the County Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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: Selina Toy Lee, Director of Collaborative Community
Address: 1 Davis Dr., Belmont, CA 94002
Telephone: 650-802-5120
Email: SToy-Lee@smcgov.org

In the case of Contractor, to:

Name/Title: Megan Kurteff-Schatz, President
Address: 440 N Barranca Ave. #1815, Covina, CA 91723
Telephone: 916-436-1836
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.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

* * *

Exhibit A

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

A. Technical Assistance on the Continuum of Care Strategic Plan on Homelessness

Contractor will provide technical assistance in continuing implementation of the current Continuum of Care (CoC) strategic plan in ways that maximize system impact and outcomes. This includes analyzing local and national efforts, researching best practices, monitoring implementation goals, consultation, and preparing reports on the County's progress of ending homelessness. The technical services requested include the following and are subject to expand or shift based on the County's needs and the mutual agreement of the parties:

1. Implement and improve strategies in the existing strategic plan by using data to refine and improve the County's homeless systems programs.
2. Analyze data on racial and ethnic disparities.
3. Increase the use of DEI in the homeless crisis response system by providing strategies to decrease racial and ethnic disparities, including an evaluation of the County's response to racial disparities across the homeless system.
4. Increase involvement of people with lived experience in planning at the system and program level.
5. Plan and improve homeless prevention strategies.
6. Assist with creating services to address specific subpopulations of residents experiencing homelessness.
7. Consult on the use of the Homeless Management Information System (HMIS) data for planning, data analysis, and performance review.
8. Assist with project evaluation, including consulting with service providers on performance targets, monitoring performance, and evaluating project outcomes.
9. Consult on establishing performance targets, monitor provider performance, assist with CoC Steering Committee performance and structure, and evaluate project outcomes.
10. Consult on implementing the County's plan to reach Functional Zero homelessness.
11. Plan and facilitate stakeholder engagement sessions, focus groups, surveys, and interviews.

B. CoC Technical Assistance and Consultation Services

HSA is the County's lead agency for the San Mateo County Continuum of Care (CoC). The contractor will provide consultation and technical assistance for the CoC. These services include the following and are subject to expand or shift based on the County's needs and the mutual agreement of the parties:

1. Provide technical assistance and consultation to the CoC's staff and committees to support CoC planning and strategy development, performance and progress monitoring, and compliance with regulations, laws, and notices.
2. Aid on all aspects of CoC Compliance for CA-512 and for HSA as the lead CoC Agency and HMIS, which includes at minimum:
 - a. Supporting the interpretation and implementation of CoC guidance provided by the United States Department of Housing and Urban Development (HUD).

- b. Drafting updates to the CoC Governance Charter as needed to continue to meet HUD requirements.
 - c. Advising on CoC governance and structure.
 3. Develop strategies for maximizing federal and state funding for homeless services.
 4. Assist with submitting applications in response to CoC Notice of Funding Opportunity (NOFO) by providing the following services, but not limited to:
 - a. Work with COH staff to develop a detailed timeline and ensure deadlines are adhered to.
 - b. Attend CoC- and NOFO-related meetings either virtually or in person, as scheduled.
 - c. Analyze the released NOFO, which includes, but is not limited to, analyzing the Collaborative Application scoring system, cross-walking application questions, identifying work plan items (e.g., amendments to governance charter or HMIS data needs), and writing a summary of changes and the impact of those changes to the current CoC.
 - d. Consult and advise on strategies to maximize federal and state funding awarded.
 - e. Draft documents for potential project applicants regarding the NOFO, project application process, and e-snaps.
 - f. Guide and assist HSA staff with developing project performance reports.
 - g. Draft ranking/review policies.
 - h. Answer questions from potential applicant agencies.
 - i. Complete detailed technical reviews of all components of all project applications.
 - j. Consult on the appeal process.
 - k. Prepare the CoC collaborative application, which includes writing and/or revising components drafted by HSA staff and reviewing to ensure the application is complete and thorough.
 - l. Consult with HSA and the CoC Steering Committee regarding any applications for new funding.
 - m. Ensure compliance with procedural components of NOFO.
 - n. Assist with submittal of application by entering application into e-snaps and/or conducting quality control review of information entered by staff.
 5. Provide technical assistance on HUD reports including, but not limited to, the Housing Inventory Count, Longitudinal Systems Analysis, System Performance Measures, and other federal and state reports.
 6. Gather and implement input from individuals with lived experience and other stakeholders in CoC-related activities, including through focus groups and surveys.

C. Homeless One Day Count/Point in Time Count (PIT)

Contractor will provide support and work with HSA staff on the preparation, work plan, training, implementation support, data analysis, and public reporting of the PIT. The count includes unsheltered, sheltered, housing inventory, and institutional counts as well as a survey. The contractor will provide support and work with HSA staff on the preparation, work plan, training, implementation support, data analysis, and public reporting of the PIT. The scope for this project is as follows and is subject to expand or shift based on the County's needs and the mutual agreement of the parties;

Contractor will:

1. Begin developing work plans with HSA staff approximately 6 months prior to the PIT date.
2. Assist with coordinating components of the PIT count and survey(s), including developing project plan and timeline. Monitor project plan to ensure completion of all tasks to complete the count and reporting.

3. Assist with developing detailed timeline with HSA staff, identifying all the core components and responsibility areas. Work with assigned HSA lead staff to execute work plan tasks.
4. Analyze HUD guidance on PIT and HIC to ensure methodology meets all HUD requirements. Assist with developing the methodology for the count and survey components.
5. Assist with analyzing and choosing vendors of electronic applications (apps) or devices to be used during the count.
6. Work with HSA to prioritize what information is gathered about unsheltered and sheltered individuals to inform local planning and the implementation of the new strategic plan and optimize the data collection workflow.
7. Work with HSA to prepare updates to census tract maps.
8. Work with HSA to order census tracts into tiers sorted by priority order, if applicable to the methodology.
9. Develop or refine processes and tools for collecting data on individuals who are in shelters, as well as individuals who are in institutions (hospitals, jails, etc.) and are experiencing homelessness.
10. Develop or refine documents for the unsheltered count, institutional count, site surveys, and other count-related documents as needed.
11. Develop a homeless survey to comply with HUD requirements and to capture points of data that can assist in the implementation of the strategic plan and/or are of interest to the San Mateo County community.
12. Analyze HUD requirements and communicate these requirements to HSA, CoC steering committee, and other stakeholders.
13. Prepare HIC data collection tools, ensuring compliance with HUD guidance and using HMIS and other technology as applicable. Review provider data submitted for HIC to ensure quality and compliance and follow up with providers as necessary to ensure complete and accurate data.
14. Develop sampling methodology for homeless surveys.
15. Provide guidance on how to best utilize homeless guides, including the number of homeless guides to recruit for each census tract.
16. Assist in reviewing training materials for volunteers and homeless guides, including training documents/PowerPoints, handouts, and a trainers' guide with talking points for each slide.
17. Complete analysis of collected data from the count and surveys.
18. Assist with data compilation and entry for PIT and HIC into the Homelessness Data Exchange (HDX) portal in collaboration with HSA staff as needed. Conduct technical review of any data entered by HSA staff to ensure quality and compliance.
19. Draft and finalize, after receiving feedback from HSA, a comprehensive PIT report: Report will include data from the count and survey, an analysis of trends over time, a narrative describing context, count methodology, key findings, and visualizations of key learnings/data points. Include context of homeless crisis response system and strategic plan on homelessness. Additionally, draft and finalize an executive summary. For reference, the report and executive summary from the 2022 count are available at <https://www.smcgov.org/hsa/2022-one-day-homeless-count>.
20. Prepare data reports on sleeping locations by jurisdiction, vehicles/structures by jurisdiction, city specific data breakdowns or other data reports as requested by HSA.
21. Draft presentation documents describing the results of the PIT.
22. Assist with preparing presentations to the San Mateo County CoC steering committee and other committees or stakeholders as requested by HSA.

D. Research necessary to support the coordination and delivery of homeless crisis response system and efforts to end homelessness in San Mateo County

1. Research and prepare reports and briefs as requested by the County with regards to best practices on the operation of a homeless crisis response system and its programs and potential new initiatives.
2. Estimate effectiveness and cost-effectiveness of program types for improving homeless system performance measures based on literature reviews and industry research.
3. Other research projects based on the County's needs and the mutual agreement of the parties.

E. Assisting COH staff and the CoC with federal and/or state funder requirements and assisting with applying for grant opportunities

1. Consult with COH, HSA, and the CoC Steering Committee regarding new grant opportunities and other funding sources.
2. Analyze the released grant opportunity.
3. Assist COH staff in developing a detailed timeline and workplan to submit federal and/or state government grants.
4. Attend funder meetings related to the grant opportunities.
5. Consult and advise on strategies to maximize federal and state funding awarded.
6. Complete detailed technical reviews of federal and state grant applications, which includes writing and/or revising components drafted by HSA staff and ensuring applications are complete and thorough.
7. Ensure COH is up to date with federal and/or state grant requirements. Such grants may include Community Services Block Grant and the CalWORKs supportive housing program.
8. Answer questions related to technical questions from the funder(s).
9. Ensure compliance with procedural components of grant opportunities.
10. Provide technical assistance for federal and/or state grant reporting requirements.
11. Assist COH with report narrative writing based on the County's needs and the mutual agreement of the parties.

F. Assisting with research and implementation of diversity, equity, and inclusion (DEI) policies and procedures

1. Respond to requests for research briefs or questions regarding DEI best practices.
2. Suggest actions to address DEI in the course of providing technical services provided throughout the contract term.

G. Other technical assistance as requested:

1. Consult regarding completion of the local Consolidated Plans required by HUD.
2. Meet regularly with COH staff to track progress and provide guidance for ongoing projects.
3. Attend community meetings as requested by HSA in person or via Zoom.
4. Other technical assistance tasks as requested by HSA based on the County's needs and the mutual agreement of the parties.

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.

- A. Contractor will invoice County for actual costs incurred, upon completion of services shown in Exhibit A, based on the project components and rates shown below. Invoices must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills, and/or packing slips. Invoices will be submitted electronically to Lesly Randolph (LRandolph@smcgov.org), or designee, by the 20th of each month for the previous month's service. Invoices must be itemized and include:
1. Total amount hours charged per activity, to include a breakdown of the number of hours worked by each position.
 2. Report indicating progress towards established milestones from the previous month. Milestones and target delivery dates will be developed by the Contractor, with approval from HSA.
 3. Incentives documentation (for gift cards) must include the receipt of purchase, recipient name and signature, denomination of card, and card number.
 4. See Paragraph **20. Reimbursable Travel Expenses** of this Agreement for additional invoicing requirements related to travel expenses.
 5. The performance measures listed below:

B1. Performance Measures

Measure	Target per Fiscal Year
Percentage of project goals met and completed on time	90%
Estimated amount of, new or renewed, program funding received through the annual CoC Federal CoC Planning competition	\$13.5 million

- B. Positions shown in table below are subject to change. Contractor must obtain written approval by County prior to making changes to the below table. The written request will be submitted in the form of a memo and shall include a description of the request (to remove, add, or edit a position title), the name, title, position/job description, and if applicable, the hourly rates for the term of the Agreement.

B2. Hourly Rate per Position

Position Table	Hourly Rate FY2024-25	Hourly Rate FY2025-26	Hourly Rate FY2026-27
President	\$280	\$285	\$290
Director	\$270	\$275	\$280

Manager/Team Lead	\$255	\$260	\$265
Senior Consultant	\$235	\$240	\$245
Senior Analytics Consultant	\$235	\$240	\$245
Consultant	\$225	\$230	\$235
Analytics Consultant	\$225	\$230	\$235
Project Manager	\$225	\$230	\$235
Administrative Manager	\$185	\$190	\$195
Administrative Analyst	\$165	\$170	\$175
Subcontractor – Katharine Gale	\$270	\$275	\$280
Subcontractor – Kate Bristol	\$270	\$275	\$280
Stipends for participation by people with lived experience	\$2,000	\$2,000	\$2,000

B3. Program Budget

Project Component Table	FY 2024-25	FY 2025-26	FY 2026-27
TA on Strategic Plan	\$58,970.00	\$43,249.00	\$51,510.00
CoC Consulting	\$45,680.00	\$47,010.00	\$40,330.00
Homeless One Day Count	\$9,300.00	\$64,770.00	\$9,700.00
Research to Support Efforts to End Homelessness	\$61,698.00	\$39,840.00	\$62,440.00
Assisting with Funder Requirements and Grant Opportunities	\$24,060.00	\$23,050.00	\$20,160.00

Research and Implementation of DEI	\$27,535.00	\$23,260.00	\$27,705.00
Other TA Requested	\$22,260.00	\$17,160.00	\$19,990.00
Subtotal	\$249,503.00	\$258,339.00	\$231,835.00
Stipends for participation by people with lived experience	\$2,000.00	\$2,000.00	\$2,000.00
Grand Total	\$251,503.00	\$260,339.00	\$233,835.00

C. County will:

1. Have the option to adjust funding across activities, line items, and fiscal years shown in the Project Component Table as agreed upon by both parties in writing, as long as it doesn't exceed the total Agreement obligation amount.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

DocuSigned by:
Megan H Kurtz-Schatz
D357FB18D3684DE...

Title of Authorized Official:

President

Date:

5/30/2024 | 4:27 PM PDT

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Certificate Of Completion

Envelope Id: 15E54EB104C24590AAA5457FC346B6F2	Status: Completed
Subject: Focus Strategies - Technical Assistance for SMC Homeless Services and CoC - 2024-2027 - CCO	
Source Envelope:	
Document Pages: 19	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Sherman Gee
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 County Ctr
	Redwood City, CA 94063-1662
	sgee@smcgov.org
	IP Address: 136.226.78.96

Record Tracking

Status: Original	Holder: Sherman Gee	Location: DocuSign
5/30/2024 4:22:13 PM	sgee@smcgov.org	

Signer Events

Megan H Kurteff-Schatz
 INFO@FOCUSSTRATEGIES.NET
 President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 D357FB18D3684DE...
 Signature Adoption: Pre-selected Style
 Using IP Address: 98.36.0.165

Timestamp

Sent: 5/30/2024 4:26:49 PM
 Viewed: 5/30/2024 4:27:16 PM
 Signed: 5/30/2024 4:27:57 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/30/2024 4:27:16 PM
 ID: 0d905733-bd3e-4465-8079-32d5904a6cf4

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Chris Ratana cratana@smcgov.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/30/2024 4:25:47 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Nina Prudhomme info@focusstrategies.net President Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/30/2024 4:26:50 PM
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Electronic Record and Signature Disclosure:
 Accepted: 5/30/2024 4:26:14 PM
 ID: 80020edb-05bf-490c-a95a-e83992a3d665

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/30/2024 4:25:47 PM
Certified Delivered	Security Checked	5/30/2024 4:27:16 PM
Signing Complete	Security Checked	5/30/2024 4:27:57 PM
Completed	Security Checked	5/30/2024 4:27:57 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevanderson@pacbell.net

To advise Carasoft OBO County of San Mateo of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevanderson@pacbell.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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