

Agreement No. R_____

CMS ID 8302

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FOCUS STRATEGIES

This Agreement is entered into this ____ day of _____, 2021, 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 training and technical assistance to safety net providers and the Human Services Agency.

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 SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$675,000). 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, 2021, through June 30, 2024.

5. Termination

This Agreement may be terminated by Contractor or by the County 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

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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after 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 Outcomes
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: 340 South Lemon Ave., Walnut, CA 91789
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

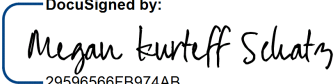
To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- (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

* * *

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

For Contractor: FOCUS STRATEGIES

<div>DocuSigned by:  <small>29596566FB974AB...</small></div>	6/17/2021 6:01 PM PDT	Megan Kurteff Schatz
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

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

A. Community Strategic Plan on Homelessness Technical Assistance and Consultation services

Contractor will provide technical assistance related to identifying, finalizing and implementing strategies to end homelessness. This includes ensuring that current strategies continue to be implemented in ways that maximize system impact and outcomes.

Contractor will:

1. Provide technical assistance on continued implementation and continuous quality improvement of strategies in the existing strategic plan, including refining and improving Diversion services, Coordinated Entry System (CES), and the use of data in planning.
2. Provide technical assistance and data analysis on racial and ethnic disparities, increasing the use of an equity lens in homeless crisis response system work, and strategies to decrease racial and ethnic disparities.
3. Provide technical assistance on methods for increasing involvement of people with lived experience in planning at the system and program level.
4. Provide technical assistance on COVID-19 impacts to people experiencing homelessness and programs that serve them.
5. Provide technical assistance and planning on homeless prevention efforts.
6. Provide technical assistance on creating services to address specific subpopulations, including youth, families, and veterans who are experiencing homelessness.
7. Provide technical assistance on the evaluation of and the County's response to racial disparities across the homeless system.
8. Provide consultation on use of Homeless Management Information System (HMIS) data for planning, data analysis, and review of performance.
9. Provide technical assistance on project evaluation, including consulting with providers on performance targets, monitoring performance, and evaluating project outcomes.
10. Provide consultation, on an as needed basis, on various aspects of the homeless system and best practices.
11. Provide consultation on establishing performance targets, monitoring provider performance, committee performance and structure, evaluating project outcomes.
12. Meet regularly with County to track progress, provide guidance on next steps.
13. Attend community meetings as needed and upon request by County.
14. Research national best practices and how other communities have structured and implemented these strategies.
15. Develop new strategic plan to reach functional zero (functional zero means that every unsheltered homeless person in San Mateo County who chooses assistance can be sheltered in an emergency shelter or in temporary or permanent housing), covering all aspects of a homeless crisis response system, including, but not limited to, the following:
 - a) In close collaboration with the County Human Services Agency (HSA) or other County staff, create and implement a plan for developing the new strategic plan, including processes for input from people with lived experience, homeless service providers, County leadership, and other stakeholders; data analysis; promising practices and best practices; program structures and service delivery models; and racial and ethnic equity in homeless services and homeless system planning. Provide project management to ensure planning proceeds on agreed upon timeline and that milestones are completed in a timely way.
 - b) Plan and facilitate stakeholder engagement sessions, focus groups, surveys and interviews.
 - c) Conduct data analysis for any data analysis that involves Personally Identifiable Information, contractor will be required to follow all applicable confidentiality and PII

- regulations and policies.
- d) Staff and support a strategic plan planning committee.
- e) Write strategic plan and related and revise based on feedback received.
- f) Prepare presentations and summary reports for presentations upon request by County.
- g) Create implementation plan and tracking documents.
- h) Prepare updates for County staff and applicable public and stakeholder presentations.
- i) Providing other strategic plan related tasks as requested.

B. Homeless Continuum of Care (CoC) Technical Assistance and Consultation Services

Contractor will provide CoC coordination activities including project evaluation (system and project performance), project monitoring, application, compliance, reporting and CoC plan development.

Contractor will:

1. Provide consultation and technical assistance services to the San Mateo County CoC staff and related committees to support CoC planning and strategy development, performance and progress monitoring, and compliance with regulations and guidance, including applicable laws, regulations and notices.
2. Provide technical assistance on all aspects of CoC Compliance for CoC CA-512 to HSA as the HMIS and CoC lead agency.
3. Provide support on interpretation and implementation of Housing and Urban Development (HUD) CoC guidance.
4. Develop strategies for maximizing federal and state funding for homeless services.
5. Update the CoC Governance Charter as needed to continue to meet HUD requirements (includes CoC policies and procedures) and advise on CoC governance and structure.
6. CoC NOFA application preparation for HUD's CoC program funding competition, including, but not limited to, the following:
 - a) Develop detailed timeline with County input and meet timeline deliverables.
 - b) Attend CoC and NOFA-related meetings.
 - c) Analyze the NOFA and collaborative application scoring system; cross walk to the application questions; identify work plan items (e.g. amendments to Governance Charter, HMIS data needs, scoring system action items) and provide a written and verbal summary of changes and the impact of those changes on the current CoC.
 - d) Consult on strategies to maximize federal funding awarded.
 - e) Write documents for potential project applicants regarding the NOFA, project application process, and e-snaps.
 - f) Provide and develop guidance and tools to update and complete HUD annual forms.
 - g) Draft ranking/review policies.
 - h) Assist County with developing project performance reports. Contractor will use ranking policies and reports to help the ranking committee review the most applicable data.
 - i) Facilitate the local review and ranking process.
 - j) Answer questions from potential applicant agencies.
 - k) Complete detailed technical reviews of all components of all project applications.
 - l) Develop and consult on appeal process. Analyze released notices and other communication from HUD. Provide consultation and issue guidance to County and providers to ensure continued compliance.
 - m) Prepare collaborative application. Write and/or revise components drafted by County. Review to ensure the application is complete and thorough to position the community competitively for the NOFA competition. Conduct final review of all parts of the collaborative application.
 - n) Consult with County and CoC steering committee regarding any applications for new funding.

- o) Ensure compliance with procedural components of NOFA, such as posting ranking results.
- p) Submit application. Enter information into e-snaps and/or conduct quality control review of information entered by staff.
- q) Provide technical assistance on HUD reports including the Housing Inventory Count, Longitudinal Systems Analysis (LSA), System Performance Measures, and reporting for Emergency Solutions Grant (ESG) and other federal and state reports.
- r) Facilitate gathering and implementing input from individuals with lived experience and other stakeholders in CoC-related activities, including focus groups and surveys. Provide participation incentives such as gift cards or other financial compensation to participants.
- s) Other CoC related tasks upon request by County.

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

Contractor will provide consultation and project management services related to the bi-annual Homeless Point in Time (PIT) Count and Homeless Surveys. The count will include an unsheltered count, a sheltered count, a survey, and may include additional components such as an institution count. The PIT is generally done bi-annually every other January, but the specific schedule may vary. Schedule for the PIT or other counts will be established by County. Contractor will be responsible for all aspects of the PIT including developing a work plan, training, providing implementation support, data analysis and drafting a public report.

Contractor will:

1. Coordinate and manage all components of the PIT count (unsheltered count, sheltered count, HIC, surveys). Contractor will develop a project plan, timeline and monitoring project plan to ensure all related tasks have been completed.
2. Consult with County and develop work plan(s) approximately 6 months prior to the PIT date.
3. Consult with County to develop detailed timeline that identifies all the core components and responsibility areas. Contractor will collaborate/support County complete any County assigned tasks.
4. Analyze HUD guidance on PIT and HIC to ensure methodology meets all HUD requirements. Develop methodology for the count and survey components.
5. Provide analysis and vendor selection support for electronic applications (apps) or devices to be used during the count. Contractor will be the primary contact for the app vendor and will work with the vendor to facilitate the use of the tool for County and volunteers.
6. Provide consultation to County identifying how to leverage the PIT to gain knowledge about San Mateo County's unsheltered and sheltered individuals that will inform local planning as well as support the implementation of the strategic plan.
7. Develop 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.
8. Develop documents, on an as needed basis, necessary to conduct the unsheltered count, institutional count, site surveys, and/or other count-related documents.
9. Develop a homeless survey in compliance 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.
10. Analyze HUD requirements and communicate these requirements to County, CoC steering committee, and other stakeholders.
11. Prepare HIC data collection tools, ensuring compliance with HUD guidance 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.
12. Develop sampling methodology for homeless surveys.
13. Provide guidance on how to best utilize homeless guides, including the number of homeless guides to recruit for each census tract.
14. Prepare training materials for volunteers and homeless guides, including training documents/PowerPoints, handouts, and a guide for trainers to include talking points for each slide.
15. Assist with data compilation and entry.
16. Complete analysis of collected data from the count and surveys.
17. Assist with data entry for PIT and HIC into the Homelessness Data Exchange (HDX) portal in

collaboration with County. Conduct technical review of any data entered by County to ensure quality and compliance.

18. Draft and finalize after feedback from County 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.
19. Draft presentation documents describing the results of the PIT.
20. Present report to the San Mateo County CoC steering committee and other committees or stakeholders as requested by County.
21. Complete other Homeless One Day PIT tasks as requested.

D. Additional Requirements:

1. Contractor will provide grant/proposal writing, report writing, and technical assistance for other funding sources related to safety net and homeless services, such as Community Services Block Grant Community Action Plan (CSBG CAP), CalWORKs Supportive Housing Program, and other funding sources.

E. County will:

1. Have the option to add related services to meet its project goals, as agreed upon by both parties in writing as long as it does not exceed the total Agreement obligation amount.

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:

1. Invoice County for actual costs incurred, upon completion of services shown in Exhibit A, based on the project components and rates shown below. Notwithstanding Paragraph 20. Reimbursable Travel Expenses, item (d), Contractor shall be reimbursed for mileage at the Federal Mileage Rate.
2. Invoices will be submitted electronically to Ali Shirkhani AShirkhani@smcgov.org, or designee, by the 20th of each month for the previous month's service. Invoices must be itemized and include:
 - Total amount hours charged per activity, to include a breakdown of the number of hours worked by (each) position
 - Report on tasks completed
 - Incentive(s) documentation (for gift cards) must include the receipt of purchase, recipient name and signature, denomination of card, and card number.
 - See Paragraph 20. Reimbursable Travel Expenses for additional invoicing requirements related to travel.
3. 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.

Position Table	Hourly Rate FY2021-22	Hourly Rate FY2022-23	Hourly Rate FY2023-24
President	\$210	\$215	\$220
Director	\$190	\$195	\$200
Senior Consultant	\$185	\$190	\$195
Consultant, Analytics Consultant	\$175	\$180	\$185
Chief Analyst	\$165	\$170	\$175
Associate	\$130	\$135	\$140
Administrative Manager	\$125	\$130	\$135
Administrative Analyst	\$90	\$95	\$100
Analyst	\$115	\$120	\$125
Principal Associate	\$190	\$195	\$200

Project Component Table	FY 2021-22	FY 2022-23	FY 2023-24
Community Strategic Plan	\$94,740	\$81,190	\$76,390
CoC Consulting	\$47,220	\$55,240	\$58,540
Homeless One Day Count	\$61,600	\$63,430	\$65,260
Other TA	\$6,760	\$9,090	\$8,330
Project Management	\$10,620	\$10,930	\$11,240
Subtotal	\$220,940	\$219,880	\$219,760
Participation Incentives (ex: gift cards)	\$2,000	\$2,000	\$2,000
Travel	\$2,060	\$3,120	\$3,240
Grand Total	\$225,000	\$225,000	\$225,000

B. 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.