

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" (collectively the "Parties").

* * *

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 Technical Assistance on Continuum of Care activities.

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—Program/Project Description
Exhibit B—Method and Rate of Payment

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 Seventy Eight Thousand Eight Hundred Seventy Five Dollars (\$78,875.00). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2016.

5. Termination; Availability of Funds

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.

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

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

10. 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.

11. 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:

- | | |
|--|-------------|
| <input checked="" type="checkbox"/> Comprehensive General Liability... | \$1,000,000 |
| <input type="checkbox"/> Motor Vehicle Liability Insurance... | \$1,000,000 |
| <input type="checkbox"/> Professional 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 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.

12. 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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by County.

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

13. 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

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

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

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

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 Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

14. Compliance with County Employee Jury Service Ordinance

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

15. 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.

16. 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.

17. 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.

18. 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, Collaborative Community Outcomes
Address: 1 Davis Drive – Belmont, CA 94002
Telephone: (650) 508-5120
Facsimile: (650) 631-5771
Email: stoy-lee@smcgov.org

In the case of Contractor, to:

Name/Title: Megan Kurteff Schatz, Principal
Address: 1760 Creekside Oaks Drive – Suite 120 – Sacramento, CA 95833
Telephone: (916) 569-8550
Facsimile: N/A
Email: info@FocusStrategies.net

19. Electronic Signature

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

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

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

* * *

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

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

FOCUS STRATEGIES

 _____

Contractor's Signature

Date: 5/28/15

Exhibit A

**Program/Project Description
Focus Strategies
7/01/2015 – 6/30/2016**

In consideration of the payments set forth in Exhibit "B" Amount and Method of Payment, Contractor shall provide the following services under the general direction of the Director of Collaborative Community Outcomes or authorized representatives:

Section 1. Strategic Plan to End Homelessness for San Mateo County

For the consulting work, Contractor proposes to undertake the activities described below. The result of the work in Section 1 for FY 15-16 will be the Strategic Plan to End Homelessness for San Mateo County.

The project deliverables will include:

A. Finish Draft System Re-Design Framework and Discuss With Community Leadership

Focus Strategies (FS) will finish draft a framework for the proposed system re-design that includes a suggested set of unifying system objectives and set of strategies that the community could adopt to achieve the objectives. Focus Strategies will also recommend suggested changes to the existing governance structure for homeless activities in San Mateo County to better support the implementation of the identified strategies.

Focus Strategies will present and discuss this framework with identified community leaders (elected officials, key County and City staff, and funders). The purpose of these meetings will be to provide leadership with a high level overview of the types of system level changes that could be considered, and solicit input on the feasibility of the various strategies in terms of funding and timeline.

B. Finish Updating Base Year Calculator (BYC) for 2013-2014:

Update the BYC with new data.

C. Model the Impact of Alternatives

Using data collected during the update of the BYC, Focus Strategies will populate the System Performance Predictor (SPP) tool.

Focus Strategies will present and discuss the results of the modeling, suggest refinement of approach, and system objectives with identified community leadership. Feedback from this meeting will inform the draft Strategic Plan.

D. Draft New Strategic Plan to End Homelessness in San Mateo County

Elements of the plan will include:

- Background on the local context, including how the plan builds upon the lessons learned from HOPE;
- National policy context;

- Summary of system assessment data;
- Objectives for proposed system re-design;
- Strategies to achieve objectives;
- Suggested changes to governance structure (if desired); and
- Proposed Year one implementation steps.

E. Presentation to Community and Final Strategic Plan

Focus Strategies will develop and make a presentation or presentations at community forums to be hosted by San Mateo County leadership to present the draft plan and secure community input.

F. Technical Assistance to Human Services Agency On Measuring and Improving Project Performance

Focus Strategies will provide technical assistance to H.S.A. to further delve into the results of data and develop some suggested approaches to achieving improved performance at the project level, such as through additional HMIS training, performance-based contracting, adding performance metrics to monitoring protocols, changes to program eligibility criteria, different service delivery models, and other options.

Section 2. Program Evaluation for the Homeless Motel Voucher Program

Contractor will undertake the activities described below for FY 15-16 on the Program Evaluation for the Homeless Motel Voucher Program.

The project deliverables will include:

A. Data Analysis and Integration of Information

Focus Strategies will analyze and integrate data. This process will include:

- Data analysis using the Base Year Calculator (BYC), analysis of client demographic and other client data to understand who is being served and who is not;
- Analysis of budgets and expenditures against intended outcome and the current contract;
- Synthesis of interview and focus group results to identify common themes, areas of agreement and disagreement, whether provider and client perceptions of the program is aligned with what data analysis reveals about how the program is working;
- Analysis of program policies and procedures and assessment of how well they support the program goals; and
- Comparison of existing programs to any identified alternative models from other communities.

B. Evaluation Report

Draft report summarizing data findings and offering recommendations. Report will include the following components:

- Summary of evaluation methodology

- Qualitative assessment of the current MVP model, including all six subprograms
- Quantitative evaluation of the program
- Financial analysis, including a crosswalk of costs and funding sources; analysis of cost effectiveness and return on investment (e.g. cost per exit to permanent housing); and
- Recommendations for program re-design to more effectively achieve desired outcomes, including updated model with feasible budget.

Recommendations will address the role of the re-configured program in the overall San Mateo County homeless system re-design. Recommendations will also draw upon promising practices from other communities as applicable.

C. Presentation of Results and Final Report

Focus Strategies will distribute the draft report and attend an in-person meeting with H.S.A. and any identified key stakeholders. Based upon the feedback received, FS will refine the report, including any needed additional information gathering, corrections, and analysis and produce a final document. If desired, FS will prepare for and make an in-person presentation of the final results at a public meeting.

Funding for contract is \$78,875 of Measure A funds for homeless system redesign and motel voucher program evaluation.

Performance measures for Measure A reporting listed below:

Performance Measure	
Measure	FY 2015-16 Projected
Project goal met and completed on time and on budget	90%
Public presentations of results to community	2

Exhibit B

**Amount and Method of Payment
Focus Strategies
7/01/2015 – 6/30/2016**

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 unless otherwise specifically authorized by the Director of Collaborative Community Outcomes or designee.

County shall pay Contractor per milestone for actual costs, based on the dates and tasks completed (please see the chart below), incurred upon receipt and approval of invoices (Net 30 - within 30 days of the end of service). County shall pay the invoices within 20 working days following receipt of invoice and required reports.

In any event the total amount of the Agreement for FY 2015-16 shall not exceed \$78,875.

Table 1. Homeless System Redesign and Strategic Planning

FY 2015-16	Start Date	End Date	Cost
1. Finish Drafting System Redesign Framework <ul style="list-style-type: none">• Discuss with community leadership• Refine objectives and strategies	July 1	July 31	\$2,000
2. Update Base Year Calculator (BYC) with 2013 and 2014 data: <ul style="list-style-type: none">• Provide technical assistance to HSA staff• Clean, prepare and populate data to BYC	July 1	July 31	\$5,000
3. Model Impact of Alternatives <ul style="list-style-type: none">• Populate System Performance Predictor• Model impact of strategies• Create quantifiable system objectives• Discuss results of modeling, refinement of strategies, system objectives with community leadership	August 1	August 30 to September 31	\$10,000
4. Draft Strategic Plan to End Homelessness	September 1	October 30 to November 30	\$20,000
5. Present Plan to Community and Finalize	November 1	November 30 to December 31	\$7,500
6. Travel (overnight hotel stays for early morning meetings)			\$1,000
7. Technical assistance on project performance improvement	July 1	October 31	\$10,000
Subtotal FY 2015-2016			\$55,500

Table 2. Motel Voucher Evaluation

FY 15-16	Start Date	End Date	Cost
Task 1: Data Analysis and Integration	July 1	August 15	\$11,625
Task 2: Evaluation Report			
A. Draft report	August 15	September 1	\$8,250
B. Discuss draft with H.S.A. staff; produce final report; public presentation of results	September 1	October 15	\$3,500
Subtotal FY 2015-2016			\$23,375
Total FY 2015-2016			\$78,875

County of San Mateo ~ Insurance Certification Questionnaire

Contractor Name: Focus Strategies

Contractor Number:

Date this Form Was Completed: 5/20/2015

Name of Person Completing Form: Janice Jumper, Analyst

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? (For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
2. Does the contractor travel by car to provide contract services?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
6. Is San Mateo County named as the certificate holder / additional insured?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*

If "No*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

COMMENTS:

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Risk Management Signature: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)



CERTIFICATE OF LIABILITY INSURANCE

MKSCO-1 OP ID: ZCPJ

DATE (MM/DD/YYYY)

05/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC/James C Jenkins Ins Svc License No. 0545478 P.O. Box 5668 Concord, CA 94524 House Account		Phone: 925-798-3334 Fax: 925-609-5381		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED Megan Kurteff Schatz Focus Strategies and MKS Consulting 1760 Creekside Oaks Dr Ste 120 Sacramento, CA 95833				INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Casualty Insurance Co INSURER B : Hartford Accident & Indemnity INSURER C : INSURER D : INSURER E : INSURER F :	
				NAIC # 29424 22357	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		57SBABZ9764	06/12/2014	06/12/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY			57SBABZ9764	06/12/2014	06/12/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			57SBABZ9764	06/12/2014	06/12/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N <input type="checkbox"/>	N / A	57WECGB7232	11/01/2014	11/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			57KDGAE5529	06/12/2014	06/12/2015	Limit 1,000,000 Ded 10,000
	Retro Date 061206						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

San Mateo County Human Services Agency its, officers, agents, employees and servants are named additional insured with respect to General Liability per written contract with the named insured per form SS00080405

CERTIFICATE HOLDER**CANCELLATION****COUNTY**

County of San Mateo
Human Services Agency
1 Davis Drive
Belmont, CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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