Housing Authority of the County of San Mateo

SUPPORTIVE SERVICES:
PERMANENT SUPPORTIVE HOUSING PROGRAMS

Request for Proposals No. 2019-01

Proposal Issued: March 27, 2019

Responses Must be Received by 5:00 p.m. on April 25, 2019
REQUEST FOR PROPOSALS
FOR
Supportive Services:
Permanent Supportive Housing Programs

Proposals must be submitted to:
Housing Authority of the County of San Mateo
264 Harbor Blvd., Bldg A
Belmont, CA 94002
Contact Person: Debbie McIntyre
DMcintyre@smchousing.org or (650) 508-6768

By 5:00 p.m. (Pacific Time) on
Thursday, April 25, 2019

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

Government Code Sections 6250 et seq., the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record without exception. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the Housing Authority of the County of San Mateo for release of such information.
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Section I: Background and Purpose

The Housing Authority of the County of San Mateo (HACSM) provides housing assistance (rental subsidy) to low-income families in San Mateo County through the administration of Moving To Work (MTW) and other rental assistance programs such as the Permanent Supportive Housing (PSH) Program.

Through the Continuum of Care collaborative (COC), HACSM receives funding from the U.S. Department of Housing and Urban Development (HUD) to provide rental assistance and supportive services for PSH-eligible individuals and families. To be eligible for the PSH Program, applicants must have experienced long-term chronic homelessness as defined by HUD and with disabilities. All potential program participants must be evaluated by and referred to HACSM through San Mateo County’s Coordinated Entry System.

HACSM is not a federal department or agency. It is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. To administer its programs, HACSM enters into a contractual relationship with HUD; HACSM also enters into a contractual relationship with the assisted family and the owner or landlord of the housing unit. With rental subsidy, the PSH programs allow eligible families to rent housing in the private market by subsidizing a portion of each family’s monthly rent.

HACSM is soliciting proposals from interested and qualified service providers (Provider) to provide case management services for up to 125 PSH households. However, that number may increase depending on program needs and future new HUD awards. Therefore, proposers shall demonstrate their capacity to expand if needed and the expertise in case management, service referrals and linkages, life skills training, housing counseling and working with property owners to resolve tenancy-related issues with the focus of keeping the PSH household stably housed.

HACSM seeks by way of this RFP to obtain the indicated services in a manner that maximizes the quality of services while also maximizing the value to HACSM. Proposers must be able to show that the agency is capable of performing the services requested. Such evidence includes, but is not limited to, the respondent’s demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer’s personnel and resources.
Section II: Scope of Services

The selected Provider will sign an agreement with HACSM that details its responsibilities under the agreement. HACSM will be responsible for monitoring the requirements established in the Agreement and the Provider will be responsible for giving information, as required or requested, to HACSM. All services must be easily accessible and evaluated by HACSM for effectiveness on a regular basis.

A. Provider Objectives

Provider shall assess, arrange, coordinate, and monitor the delivery of individualized services to facilitate housing stability for PSH participants and assist PSH participants in overcoming immediate and potential long-term barriers to maintaining housing.

B. Provider Qualifications

The selected Provider shall have a demonstrated expert knowledge and experience in providing case management services, mental health or substance abuse services (through Provider or other health system), benefit programs, and working with landlords to resolve tenancy-related issues.

C. Services

Administrative Responsibilities

- Submit reports and/or information as required by HACSM, COC, and/or HUD
- Maintain case file for each client and clearly document all billable services
- Submit invoice by the 25th of each month for the prior month’s billable services
- Participate in meetings as scheduled by HACSM, COC, or HUD
- Collect data and enter program participants’ information and services provided promptly into the County’s Homeless Management Information System (HMIS)
- Participate in the County’s homeless coordinated intake system
- Provide documentation of committed match funds

Supportive Services

- Coordinate with the County’s Homeless Outreach Team to identify prospective eligible program participants
- Collaborate with the County’s or HACSM’s housing locator service in housing search and leasing activities
- Conduct initial evaluation and develop individualized housing stabilization plan that includes needed services and benefits available to program participants
- Link program participants to service and benefit programs and assist them in the application process
- Conduct home visits at least twice per month during the first three months after participants’ move in, once per month for the remaining of the first year, and at least annually thereafter
- Act as liaison between program participants and their landlords
- Manage relationships with neighbors and landlords
- Notify HACSM promptly on issues that could threaten housing stability for program participants.

**Example of Billable Services**

- Assessment of service needs
- Case management
- Housing counseling
- Life skills training
- Mental health services provided by Provider
- Other health and treatment services provided by Provider
- Referral services
- Transportation (home visits, transporting clients to service providers)
- Overhead costs directly related to carrying out service activities
Section III: RFP Procedures

A. Tentative Schedule of Events

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TARGET DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Release Date</td>
<td>March 27, 2019</td>
</tr>
<tr>
<td>2. Deadline to Submit Written Questions</td>
<td>April 10, 2019</td>
</tr>
<tr>
<td>3. Proposal Deadline – Proposals Must be RECEIVED by 5:00 p.m. on This Date</td>
<td>April 25, 2019</td>
</tr>
<tr>
<td>4. Proposed Action to Board of Commissioners</td>
<td>June 4, 2019</td>
</tr>
</tbody>
</table>

B. Submission of Proposals

One (1) original copy (duplex) and one (1) copy (preferably PDF) on a removable media device such as USB or CD/DVD, must be received and date-stamped by the Housing Authority of the County of San Mateo no later than 5:00 p.m. on Thursday, April 25, 2019. Proposals should be in the format required in Section IV of this RFP. There will be no public opening of proposals. All proposals shall be firm offers, and will be considered by HACSM, although HACSM reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer’s capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of HACSM. HACSM reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

Proposals received late will not be opened or given consideration for the proposed services unless doing so is deemed to be in the best interest of HACSM, as determined in its sole discretion.

All proposals must be delivered as required in this RFP to:

Housing Authority of the County of San Mateo
Attn: Debbie McIntyre
264 Harbor Blvd., Bldg A
Belmont, CA 94002

Upon receipt by the Department, all proposals will be date/time stamped. All proposals received prior to the deadline for proposals will be kept in a secure place.
C. Confidentiality of Proposals

California Government Code Sections 6250 et seq. (the “California Public Records Act” or the “Act”) defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. HACSM, which is part of the County of San Mateo, is subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless HACSM for release of such information.

If HACSM receives a request for any portion of a document submitted in response to this RFP, HACSM will not assert any privileges that may exist on behalf of the person or entity submitting the proposal and HACSM reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, HACSM and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against HACSM and/or its officers, agents, or employees that HACSM has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

D. Proposal Evaluation

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, HACSM may require a proposer’s representative to answer specific questions orally and/or in writing. HACSM may also require a visit to the proposer’s offices, other field visits or observations by HACSM representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended to the Department Director based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost. Execution of an agreement has been tentatively scheduled for June 2019.

Responses to this RFP must adhere to the format for proposals. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:
1. Provider qualifications and experience, including capability and experience of key personnel and experience with other public or private agencies to provide these services

2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services

3. Customer service

4. Claims and violations against you or your organization

5. Cost to HACSM for the primary services described by this RFP

6. References

7. Compliance with RFP & contractual requirements

HACSM may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the Department. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, HACSM may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that HACSM reserves the right to evaluate proposals solely based on each vendor's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by HACSM. The evaluation team will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in HACSM's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

HACSM reserves the right to accept other than the proposals with the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of HACSM are served by doing so.

E. Proposal Recommendation

The Evaluation Committee will recommend a provider or providers to HACSM management or may recommend that the proposals be rejected. HACSM management will then make its own decision as to whether to accept or reject the Evaluations Committee's recommendations. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the Department, notwithstanding any recommendations made by the Evaluation Committee. HACSM reserves the right to negotiate with any provider in working to finalize an agreement in relation to the proposer's response.
F. Notice to Proposers

HACSM is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, HACSM will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of HACSM.

G. Protest Process

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Executive Director as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Proposer and the Request for Proposals numbers, and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The Executive Director will respond to a protest within ten (10) business days of receiving it, and HACSM may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the Executive Director will be final. The protest letter must be sent by facsimile and email to:

Ken Cole, Executive Director

KCole@smchousing.org

Facsimile: 650-802-3373
Section IV: Proposal Submission Requirements

The proposal should be submitted in the following format:

A. General Instructions
   All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, or other attachments.

   All proposals should adhere to the specified content and sequence of information described by this RFP.

   Submit one (1) original - all printing shall be double-sided (duplex). In addition, submit one (1) copy of proposal, preferably PDF, on a removable media device (such as USB or CD/DVD).

B. Cover Letter
   Provide a one-page cover letter on your letterhead which includes the address, voice and fax numbers, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in discussions, if needed.

   Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee’s authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

C. Specified Content and Detailed Sequence of Information in the RFP
   Each proposal should include sections addressing the following information in the listed order. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the Department to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information earlier in this RFP.

D. Tabbing of Sections
   Be sure your proposal is properly tabbed using the following sections:

   TAB 1 Provider Qualifications and Experience:
   a. Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of agency, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
   b. How many full-time employees (FTEs) do you plan to assign to this project if you are selected?
c. How many people in total are employed by your agency? Please delineate between employees and consultants.

d. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and school of any applicable degrees, additional applicable training, and any professional certifications/licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

**TAB 2 Proposed Approach:**

This section describes your proposed approach for meeting the services required by the Department, as listed in Section II, above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

a. Describe how you will fulfill the needs of the Department included in this RFP. Please attach a project plan, if appropriate.

b. List your needs for physical space and/or equipment at the Department during this engagement, if any, aside from space or equipment that would be provided by the Department as an obvious aspect of the requested services (for example, space to meet clients, temporary desk space for contractor staff, etc.).

c. Identify how you will meet all other aspects of the scope of work and related requirements and list any items you cannot provide.

d. Describe the measurements/metrics/deliverables/assessments you will provide on at least an annual basis to allow the Department to assess the services you will provide.

**TAB 3 Customer Service:**

a. How will your services meet the needs of the Department’s customers and/or the public?

b. In the event of a routine problem, who is to be contacted within your organization?

c. In the event of the identification of a problem by the Department, its clients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

**TAB 4 Claims and Violations Against Your Organization:**

Please list any current violations or claims against you/your organization and those having occurred in the past five years, especially those resulting in claims or legal action against you.
TAB 5  Cost to the Department for Primary Services:
   a. Provide a detailed explanation for all costs associated with your providing the requested services if you are selected.
   b. Is travel time to the Department expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include such travel time or expenses are preferred unless the services requested require travel as part of the service.

TAB 6  References:
   a. List at least three business references for which you have recently provided similar services. Include contact names and phone numbers for all references provided.

TAB 7  Statement of Compliance with Contractual Requirements:
   A sample of HACSM’s standard contract is attached to this RFP. Each proposal must include a statement of the proposer’s commitment and ability to comply with each of the terms of the standard contract, including but not limited to the following:
      - The non-discrimination policy;
      - The equal employment opportunity requirements;
      - Requirements regarding employee benefits;
      - The jury duty ordinance;
      - The hold harmless provision;
      - Insurance requirements; and
      - All other provisions of the standard contract.

Proposals must advise HACSM of any objections to any terms in the contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, HACSM will assume the proposer is prepared to sign the contract as-is.

PLEASE NOTE: The sample standard contract attached to this RFP is a template and does not constitute the final agreement to be prepared for the Provider that is selected. Please do not attempt to insert missing information and complete the attached sample. Once a Provider is selected, HACSM will create a contract specific to the Provider. However, each proposal should address the general terms of the standard contract as outlined in this section.
Section V: General Terms and Conditions

1. **Read all Instructions.** Please read the entire RFP and all enclosures before preparing your proposal.

2. **Proposal Includes the RFP.** This RFP constitutes part of each proposal and includes the explanation of HACSM’s needs, which must be met.

3. **Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to HACSM or otherwise reimbursed by the HACSM.

4. **Proposal Becomes HACSM Property.** The RFP and all materials submitted in response to this RFP will become the property of HACSM.

5. **Questions and Response Process.** Submit all questions relating to this RFP by e-mail to DMcIntyre@smchousing.org

   All questions must be received no later than 5:00 p.m. on Wednesday, April 10, 2019.

   All questions and answers relevant to the RFP and received by the deadline will be posted on the Department website at www.smchousing.org

   HACSM may, at its option, email prospective proposers with the questions and answers in addition to posting them on the website listed above. If you wish to receive such notice, you may email Debbie McIntyre at the email address above before you submit a proposal.

   If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the website. It is the responsibility of each proposer to check the website listed above for changes and/or clarifications to the RFP prior to submitting a response, and a proposer’s failure to do so will not provide a ground for protest.

6. **Alteration of Terms and Clarifications.** No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by HACSM. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on HACSM.

   If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify HACSM of such error in writing and request modification or clarification of the document. If a proposer fails to notify the Department of an error in the RFP prior to the date fixed for submission, the Proposer shall submit a response at his/her own risk, and if the proposer enters into
a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted to the Department website as outlined above, without divulging the source of the request for same. The Department may, at its discretion, also give electronic notice by email to all parties who have notified the Department of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the Department website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

7. **Selection of Provider(s).** The selection of a provider will be memorialized in the form of an “Agreement with Independent Contractor” (see the sample template attached), authorized by a resolution of the County Board of Supervisors, sitting as the Board of Commissioners for the Housing Authority, and signed by both parties.

HACSM reserves the right to reject any or all proposals without penalty. HACSM’s waiver of an immaterial deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with the specifications if the proposer enters into a contract.

Once a Provider is selected, the Agreement with that Provider must still be negotiated and submitted to the Board of Commissioners, and there is no contractual agreement between the selected provider unless and until the Board of Commissioners approves the execution of Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to HACSM leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Commissioners.

8. **Equal Benefits.** With respect to the provision on employee benefits, Provider must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse.

9. **Jury Duty.** The Provider must comply with the County Ordinance requiring that the Provider have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct the from the employee’s regular pay the fees received for jury service. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) its policy is to comply with the jury duty pay ordinance with respect to any future qualifying employees.
10. **Insurance.** HACSM has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry $1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least $1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers’ compensation insurance; if the contractor or its employees maintains a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the HACSM and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

11. **Incomplete Proposals May be Rejected.** If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

12. **Contact with HACSM Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any HACSM employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as outlined in Section 5 above. The proposer should not otherwise ask any HACSM employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

13. **Miscellaneous.** This RFP is not a commitment or contract of any kind. HACSM reserves the right to pursue any and/or all ideas generated by this RFP. HACSM reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of HACSM. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, HACSM assumes no liability for any unintentional errors or omissions in this document. HACSM reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the Department.
AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO AND [Contractor name]

This Agreement is entered into this ____ day of ______________ , 20___, by and between the Housing Authority of the County of San Mateo, hereinafter called “HACSM” and [Insert contractor legal name here], hereinafter called “Contractor.”

* * *

Whereas, pursuant to Section 31000 of the California Government Code, HACSM may contract with independent contractors for the furnishing of such services to or for HACSM.

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:

2. **Services to be performed by Contractor**

   In consideration of the payments set forth in this Agreement, Contractor shall perform services for HACSM in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits.

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 Exhibits, HACSM shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. HACSM reserves the right to withhold payment if HACSM determines that the quantity or quality of the work performed is unacceptable. In no event shall HACSM’s total fiscal obligation under this Agreement exceed [write out amount] ($Amount). In the event that the HACSM makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the HACSM 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 [Month and day] , 20[last 2 digits of start year], through [Month and day] , 20[last 2 digits of end year].

5. **Termination; Availability of Funds**

   This Agreement may be terminated by Contractor or by the Housing Authority of the County of San Mateo Executive Director 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.

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

8. **Hold Harmless**

   a. **General Hold Harmless**

Contractor shall indemnify and save harmless HACSM 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 HACSM 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 HACSM 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 HACSM. Any such assignment or subcontract without HACSM’s prior written consent shall give HACSM 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 HACSM, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish HACSM 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 HACSM 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:

- ☒ Comprehensive General Liability… $1,000,000  
  (Applies to all agreements)
- ☒ Motor Vehicle Liability Insurance… $1,000,000  
  (To be checked if motor vehicle used in performing services)
- ☒ Professional Liability……………… $1,000,000  
  (To be checked if Contractor is a licensed professional)

HACSM 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 HACSM and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the HACSM 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, HACSM, 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 HACSM 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, Fair Employment and Housing Commission, 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, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide HACSM 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 HACSM 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 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation 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 HACSM, 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 or HACSM 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 HACSM.

To effectuate the provisions of this Section, HACSM 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 HACSM.

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 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.

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 HACSM makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by HACSM, 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 HACSM.

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

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

18. **Electronic Signature**

If both HACSM and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and San Mateo 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 HACSM: ☐ If this box is checked by HACSM, HACSM 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:

HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO

By:

Date:

[Contractor Name Here]

Contractor’s Signature

Date:
Exhibit A

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

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