

**CORPORATION FOR SUPPORTIVE HOUSING
CONSULTANT AGREEMENT (Standard Funding)
SECTION I**

Contract #	
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1. Consultant Information		
1a. Name of Consultant/Consulting Firm	1b. Name of Payee (if different)	
1c. Complete Business Address	1d. Telephone	1e. Fax
	1f. Email	
	1g. Federal Tax ID/Social Security Number#	
	Please use W-9 Link to W-9 form	

2. Project Information			
2a. Type of Service performed			
Management Consultant ==>	Fund Development Tech Asst. ==>	Organizational Development (Training) ==>	
Housing Development Tech Asst. ==>	Project Management Tech Asst.==>	Publications ==>	
Tenant Services Tech Asst. ==>	Systems Change ==>	Other: _____ ==>	
2b. Project Name			

3. CSH Information			
3a. CSH Local Office/Program	3b. CSH Contact	3c. Telephone	3d. Fax
	Steven Shum	510.251.1910 x 203	510.251.5954

4. Funding Information			
4a. Begin Date of Service	4b. End Date of Service	4c. Allowable Reimbursable Expenses (if any)	4d. Prior approval required for reimbursable expenses exceeding:
4e. Consultant Fee Basis/Rate			
4f. Maximum Fee		4g. Maximum Reimbursement Total	4h. Total Contract Amount
			\$ -
4i. Funding Source(s) of contract	Mayor's Office of Housing City & County of San Francisco		

5. Scope of Service

6. Notes

**CORPORATION FOR SUPPORTIVE HOUSING
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SECTION II

1. Services

Consultant hereby agrees, except where otherwise noted, to furnish all personnel, facilities, equipment, materials, supplies, required to perform the services specified in **Section I** of this Agreement and to otherwise do all things necessary for, or incident to, the conducting of all research and development activities specified by the parties in this Agreement. Consultant also agrees, except where otherwise noted, to attend such meetings and presentations during the term of this Agreement, as requested by CSH, to present and discuss on-going or completed Project Activities.

2. Reimbursable Expenses

Consultant shall be reimbursed for all reasonable out of town travel and hotel and meal expenses while out of town associated with Project Activities ("Reimbursable Expenses") pursuant to the terms of **Section I** of this Agreement. A receipt shall be required for any reimbursable expense which exceeds \$15.00. An expense statement, accompanied by receipts, must be submitted as an invoice for all Reimbursable Expenses.

3. Proprietary Rights

Consultant represents and warrants that it has obtained all necessary consents and licenses for its use in connection with this Agreement of any materials owned by other parties or in which other parties have any form of proprietary rights. Consultant irrevocably assigns to CSH all title, interest in and other proprietary rights to all studies, reports, questionnaires, survey results, data analyses, computer software, architectural plans and any other materials created by Consultant, its agents, subcontractors and employees in the course of or for the purpose of conducting Project Activities pursuant to this Agreement.

CSH shall be the sole and exclusive owner of all such materials from the time of their creation and Consultant shall not be entitled to any form of additional compensation for CSH's use of the materials in any manner. Consultant agrees to cooperate with all lawful efforts of CSH to protect CSH's ownership rights in said material. At the request of CSH, Consultant shall execute a certificate of acknowledgment of the foregoing assignment, and such other instruments or documents as CSH shall reasonably request in order to establish, maintain, perfect, or defend its exclusive rights in or to such materials.

4. Storage of Materials

Except as otherwise required because of the business needs of CSH and communicated to Consultant in advance, Consultant shall store all data, research, work papers and other materials compiled, acquired, derived, created, and/or obtained by Consultant, its agents, employees or subcontractors during the course of conducting Project Activities for a period of two (2) year subsequent to the termination of this Agreement and shall upon request deliver such materials to CSH at no charge.

5. Errors and Omissions

Consultant warrants that Project Activities and related reports will be accurate and reliable. If at any time CSH notifies Consultant in writing of any errors or omissions in the Project Activities or reports, then Consultant shall correct such Activities or reports within thirty (30) days after receiving notice to correct. Such correction will be made by Consultant at no cost to CSH.

6. Time of the Essence

Time shall be of the essence with respect to all Project Activities to be performed and all deliverable items required under Letter Agreements.

7. Termination

- A. This Agreement may be terminated by either party with or without cause at any time upon prior written notice to the other party. In the event that this Agreement is terminated by Consultant without cause, then, at the request of CSH, Consultant shall be required to complete Project Activities then outstanding under this Agreement within a revised time schedule, to be determined by CSH.
- B. Upon termination of this Agreement for any reason, Consultant shall be entitled to payment for all deliverable items accepted by CSH in accordance with the terms of this Agreement as well as appropriate reimbursable expenses incurred prior to the date of Notice of Termination. Consultant shall also be entitled to payment for any approved and documented additional work performed.

8. Independent Contractor

Consultant is and shall remain an independent contractor. Nothing in this Agreement shall constitute Consultant as a joint venture, partner, employee, agent, or legal representative of CSH for any purpose whatsoever.

9. Limitation of Authority

This Agreement does not authorize Consultant, its agents, employees or subcontractors, to execute any agreements, or bind CSH in any manner, or make any charges or incur or assume any obligations, liabilities, or responsibilities of CSH to perform any other act in the name of, or on behalf of CSH other than in accordance with the terms and conditions specified herein.

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10. Indemnification and Hold Harmless

Consultant shall indemnify and hold CSH harmless against any and all liability arising from any act, omission or negligence of Consultant under this Agreement.

11. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York **except where California Law is noted in Attachment A to this subcontract**. The venue for resolution of any disputes under this Agreement shall be in New York County.

12. Audits

Consultant shall maintain records of all contracts, papers, correspondence, proofs of payment, ledgers, books, accounts, and other information relating to the payments made by Consultant in connection with this Agreement for a period of two (2) year subsequent to the termination of this Agreement. CSH or its designees may inspect, examine and review and make copies of such records at reasonable times during normal business hours.

13. Other Terms

The source(s) of funding for this contract is received by CSH from the San Francisco Mayor's Office of Housing. Additional provisions and restrictions on use of funds and performance under this contract are outlined as Attachment A to this contract.

Approved by:

CSH Signature

Consultant Name [Please Print]

CSH Program Director

Title

Title

Consultant Signature [Date]

CSH Signature [Date]

**CORPORATION FOR SUPPORTIVE HOUSING
CONSULTANT AGREEMENT (Standard Funding)
SECTION III CONTRACT BUDGET AND ALLOCATION**

Contract Number	0
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1. Contract Budget			
1a. Scope of Service			
0			
1b Task Title 1e. Description		1c. Expected Completion Date	1d. Budget Per Task
I.			
II.			
III.			
IV.			
V.			
VI.			
VII.			
			Subtotal
			\$ -
			Expense Reimbursements
			\$ -
			Total Budget
			\$ -
			Total Contract amount from Section I
			\$ -

2. Contract Allocation						
2a. Funding Source Desc.	2b. Account Code(s) Link to Chart of Accounts					2c. Allocation Amount
SF MOH	01	69100		2110		
	XX	XXXXX	XXXXXX	XXXX	XXXXX	\$ -
	Fund	Account	Funding	Location	Project	SHOULD EQUAL TOTAL BUDGET

**CORPORATION FOR SUPPORTIVE HOUSING
CONSULTANT AGREEMENT
INVOICING INSTRUCTIONS FOR CONSULTANT**

Invoicing Instructions for Consultants

In order to ensure timely processing, please follow the steps outlined below when submitting invoices (request for disbursement):

1. **Do not** perform any work without a fully executed Agreement.
2. If you have more than one Agreement with CSH, please invoice for each Agreement separately.
3. Invoices and Expense Reimbursement forms must include the following information:
 - CSH Consultant Agreement number;
 - Dates of services provided, grouped by CSH site office and/or program;
 - A detailed description of tasks and/or deliverables completed, as listed Section III of the Agreement, and;
 - The business address of the consultant and any special instructions (mailing, references to include on the check, etc.)
4. Invoices must be submitted on a monthly basis directly to the CSH contact person listed on the first page of the Agreement form, unless a different arrangement is agreed to in writing with CSH.

**CORPORATION FOR SUPPORTIVE HOUSING
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Contract Progress Tracking**

INTERNAL CSH USE ONLY

Contract Number	
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Contract Progress Sheet (Optional)

Scope of Service

#.	Task	Completion Date	Budget Per Task	Balance Remaining
	<i>Task Description</i>	<i>Progress Tracking Notes</i>		
I.				-
II.				-
III.				-
IV.				-
V.				-
VI.				-
VII.				-
		Subtotal	\$ -	\$ -
		Expense Reimbursements	\$ -	\$ -
		Total Budget	\$ -	\$ -

