



Chairperson
Tyrone Matthews, Esq.

President and CEO
Rudolph A. Johnson, III

The Neighborhood House Association

REQUEST FOR PROPOSALS

For

***Brokerage Services
(Workers Compensation Insurance)
Request # 2021-001***

Issue Date: November 5, 2021

Response Due Date: December 6, 2021 no later than 12:00 pm

Sr. Purchasing Agent: Jerome Gissendanner, 858.715.2642, Extension 183

REQUEST

The Neighborhood House Association (“NHA”) is seeking proposals from qualified Workers Compensation Insurance firms to act as consultant/broker for NHA’s needs. The goal is to select the most capable firm in the area of Workers Compensation to impact the most advantageous placements of insurance with respect to terms and conditions of coverage, continuity and cost. In addition, the desired consultant/broker must be capable of providing a full range of value-added consulting services, including, but not limited to, those outlined below. Qualified firms that are interested in providing such services (“Respondents”) must demonstrate the ability to perform the work described in the Scope of Services set forth in this Request for Proposal (the “RFP” or “Request”) and have significant, prior experience successfully performing comparable work.

NHA is not required to engage in a public bidding process to solicit proposals, quotes, information or statements of qualification. This process is not subject to protest or appeal.

This Request is not an offer or commitment to purchase any goods or services or to award or enter into a contract.

Proposal Timelines

RFP Release Date – November 5, 2021
Respondent’s Interview – TBD
Last Day for Questions – November 19, 2021
Proposal Due Date – December 6, 2021
Estimated Selection Date – TBD

INFORMATION ON NHA

NHA is a California nonprofit public benefit corporation and recognized as a 501(c)(3) tax-exempt organization. NHA operates a multi-purpose human service agency that facilitates leadership in communities and assists individuals and families throughout San Diego County. NHA provides services that are designed to improve the quality of life through programs relating to child development, assisting seniors to live on their own, mental health services, housing and rental assistance, and related social services. Established in 1914 as a settlement House to serve the growing immigrant population and incorporated in 1923, NHA programs currently include:

• Head Start	• Adult Day Health Care
• Family Counseling & Coaching Program	• Project Enable (Mental Health Services)
• Coordinated HIV Services	• Senior Services Center
• Homework Center	• Black Infant Health
• InnoVisions, Inc. (a social enterprise)	• Nutrition Services
• Project In-Reach (case mgmt. for incarcerated individuals)	• Project In-Reach Ministry (case mgmt. for incarcerated individuals)
• Safe Connections (Mental Health short-term intensive case management)	

NHA has a corporate policy on equal opportunity contracting. Small, local, disadvantaged, women-owned, and ethnic minority-owned businesses are encouraged to submit responses to this Request.

For additional information, please refer to the NHA website: www.neighborhoodhouse.org

CONFIDENTIALITY

Respondent may have or may be provided access to NHA’s proprietary items or confidential information, including but not limited to: all the information acquired by Respondent for developing a response to this Request (“Confidential Information”). Respondent understands and agrees to maintain the confidentiality of NHA’s Confidential Information in accordance with this RFP and any separate nondisclosure agreement(s) that expressly references the disclosure(s) between Respondent and NHA. At a minimum, Respondent agrees that it shall not make NHA’s Confidential Information available to any third party without the written consent of NHA and that title and ownership of the Confidential Information provided by NHA to Respondent shall remain the exclusive property NHA.

Respondent agrees to notify immediately, in writing, NHA’s authorized representative in the event Respondent determines or has reason to suspect a breach of this requirement.

SCOPE OF SERVICES FOR THIS REQUEST

DESCRIPTION OF GENERAL SCOPE OF SERVICE FOR WORKERS COMPENSATION INSURANCE

Respondent’s proposal must include a description of the compensation structure proposed. Respondent’s description should include the structure of remuneration, i.e. commission, fees (if applicable), etc. Respondent’s scope of services pertaining to Workers Compensation Insurance must include the following:

1. Conduct strategic planning meetings with NHA to establish goals, priorities and identify areas of concern.

2. Financial underwriting and claims analysis, including renewal analysis and negotiations, budget projections, funding levels and alternatives, large claims analysis and quarterly reporting of plan's financial performance.
3. Evaluate plan design in light of industry trends and labor market conditions, claims cost trends, alternative delivery systems and legal requirements. Evaluate eligibility, cost sharing, benefit structure, and network savings as it pertains to non-profit agencies.
4. Manage carrier/vendor relationships, review and advise on master contracts, review carrier service levels and compare to performance guarantees, resolve administrative issues, conduct periodic meetings as necessary.
5. Act as a technical resource; provide periodic updates on legislative developments and emerging trends.
6. Evaluate in-house administration procedures including recommendations for improving services and efficiency through the use of technology.
7. Assist NHA at bargaining table with Workers Compensation negotiations.
8. Provide periodic reports and analysis as needed.
9. Include any additional services that you can provide which we may have omitted.

DESCRIPTION OF GENERAL SCOPE OF SERVICE RISK MANAGEMENT

Respondent shall provide all professional services necessary to obtain appropriate insurance policies on a cost-effective basis and assist in administering a professional, comprehensive Risk Management Program for NHA.

NHA is particularly interested in hiring a firm that has worked with similar entities; who can demonstrate outstanding service; and can offer creative and innovative ideas and approaches related to NHA's insurance.

Respondent's Workers Compensation Insurance services shall include, but not limited to, the following:

1. Analyze NHA's exposures.
2. Obtain recommended levels of insurance for NHA, including insurance that may be required
 1. Determine and recommend the most economical funding methods for NHA's risk financing programs.
 2. Monitor insurer's solvency and provide timely notification to NHA when appropriate.
 3. Provide a traceable means of notification to notify NHA of insurance policy cancellation or other change in coverage.
 4. Consult and provide guidance to NHA on coverage issues related to claims, ensuring timely reporting of claims and reimbursement from carriers.
 5. Prepare an annual risk assessment report advising NHA with respect to new exposures, and recommended improvements in safety, loss prevention, and loss control practices.

6. Read each policy received from insurers, checking to see that the policy wording is accurate and gives the desired coverage.
7. Prepare a written forecast of insurance premiums for policies renewing within three months and provide notice of interim changes, when anticipated.
8. Monitor Workers Compensation claims for the current year and open claims for the previous three years until closure. Conduct claims reviews on a regular basis. Conduct Unit Statistical files reviews approximately two months prior to the filing date. Projection of the Experience Modification one month after the unit stat filing.
9. Provide loss prevention expertise as required.
10. Avoid duplications or overlap of coverage and/or unnecessary coverages.
11. Provide an OSHA 300 Log in January each year for all claims reported during the previous fiscal year.
12. Secure and audit NHA's Experience Rating Worksheet

TECHNICAL QUALIFICATIONS

The following criteria will be used in determining Respondent's qualifications. The order does not indicate relative ranking.

1. Competence, technical expertise, and experience in employee benefits, insurance placement and Human Resources and risk management.
2. Both the firm's capabilities and the experience of individual team members assigned to NHA's account will be considered.
3. Rates, fees or charges including the level of detail provided in the firm's fee information, as well as the willingness of the firm to offer flexible fee arrangements.
4. Firm's awareness and ability to provide timely, accurate communication of emerging trends, opportunities, regulatory updates and liabilities to clients.
5. Firm's ability to provide a broad spectrum of consulting services, including, but not limited to actuarial, claims administration, alternative funding arrangements and research/legal services.
6. Experience with and commitment to non-profit social services organizations.
7. Responsiveness of the firm's proposal to the RFP, including clarity and organization of response, clear presentation of firm's experience and approach to ensuring that the needs of NHA are fully met.
8. References from both current and past clients.
9. Technology capabilities.

RESPONSE REQUIREMENTS**Please include the following in your firm's proposal:**

1. Provide an overview of your firm and its ownership/organizational structure, philosophy/culture and number of employees, as well as your experience servicing Non-profit Agencies.
2. If your firm has multiple offices, please identify the office from which NHA would be serviced. Describe all relevant services and resources provided by this office. Include the number of consultants, technical and support staff available in each specialty area.
3. Describe the team of individuals who would be assigned to NHA. Indicate the role each team member would play. Please provide biographical information on each team member.
4. Describe how your firm would handle the selection of insurance carriers and other service providers for NHA.
5. Describe your firm's marketplace advantage in negotiating with carriers in regards to rates, policy terms and plan design.
6. Describe your firm's consulting approach for bidding and selecting the most appropriate Workers Compensation Insurance plan alternatives.
7. Describe the proposed fee structure offered by your firm, including travel charges and any other costs that may be passed on to NHA.
8. Describe what differentiates your firm from other brokerage consulting firm organizations.
9. Describe your commitment and involvement in San Diego community organizations.
10. Describe your firm's legal research capabilities and how you communicate legislative updates to your clients.
11. Identify types and frequency of education opportunities on industry trends and emerging issues for NHA personnel whether web based or in person, provided by your firm.
12. Please provide a list of reference names of your clients we may contact.
13. Describe what services will be provided. Including both services we have outlined in this request as well as additional services that you would recommend to us.
14. What are your technology capabilities and how will they directly benefit us?
15. One copy of Respondent's W-9 Form.
16. Complete the Response Submittal form, attached hereto as **ADDENDUM I**.
17. Complete the Byrd Anti-Lobbying certificate, attached hereto as **ADDENDUM II**.
18. Provide a statement disclosing the nature of any pending and/or potential *material* litigation involving Respondent. If inapplicable, please provide a statement indicating such.

RESPONSE SUBMITTAL PROCEDURES

Prior to submitting a response, Respondent must carefully review this Request and any addenda subsequently issued. Respondent is responsible for seeking any clarification or information needed to respond. Respondent is solely responsible for any deficiencies in the response submitted. Respondent is solely responsible for all costs, direct or indirect, incurred responding to this Request. NHA will incur no obligation or liability in connection with the submittal of a response.

Alternates/Deviations. Respondent may recommend, for NHA's consideration, alternate or additional services or material not identified in this Request or deviations from the Scope of Services in this Request that Respondent believes will enhance the specified Services or more successfully achieve the outcome sought by this Request. Any alternates or deviations must be separately listed and described; however, the submittal also must be responsive to the Scope of Services described in this Request.

Proprietary Information. Certain documents in NHA's possession are subject to inspection and copying pursuant to the Federal Head Start regulations; however, the regulations do not require disclosure of proprietary information that constitutes a trade secret under California law. NHA will attempt to protect legitimate proprietary information included in any submittal, but shall not be liable for the disclosure of any proprietary information.

Proprietary information included with a response submittal must be separately bound and clearly labeled with the words "Confidential Proprietary Information." Appropriate reference to this separately bound information must be made in the body of the submittal. ***Marking the entire submittal as proprietary will result in it being rejected and returned to the Respondent participant unread.***

Clarifications. Requests for clarification of this Request must be directed to Jerome Gissendanner, Purchasing Agent, and submitted in writing, by facsimile to (858) 715-2671 or by e-mail to jerome@neighborhoodhouse.org prior to the submittal deadline.

Questions & Answers. All questions must be submitted in writing to Jerome Gissendanner, Senior Purchasing Agent, and submitted in writing, by facsimile to (858) 715-2671 or by e-mail to jerome@neighborhoodhouse.org prior to the submittal deadline. No questions will be accepted after ***November 19, 2021.***

Response Submittal Package. Respondent must submit the following documents in a sealed envelope:

- All of the information discussed in the Response Requirements Section, above.
- One (1) signed original and Five (5) copies of the Respondent's technical qualifications, One (1) signed original and five (5) copies of Respondent's pricing information (in a separately sealed envelope). These documents may become part of the contract.
- One (1) signed original and Five (5) copies of Addendum I and Addendum II, the NHA Request Response Submittal Form, and Anti-Lobbying Certification, respectively.

The envelope must be addressed as follows:

The Neighborhood House Association
Attn: Jerome Gissendanner, Senior Purchasing Agent
Purchasing Department – Request #2021-001
5660 Copley Drive
San Diego, CA 92111

Submittal Deadline. Submittals must be received by **12:00 p.m. (PST) on December 6, 2021.**

Submittal Methods. Submittals may be sent by U.S. or private delivery mail service or by personal delivery to NHA’s Administrative Offices (5660 Copley Drive, San Diego, CA 92111). Proposals received after the submittal deadline will not be accepted.

Withdrawal of Submittal. A Respondent may withdraw its proposal by written request at any time prior to the submittal deadline. NHA will destroy, not return, the submittal package.

Proposals may be deemed non-responsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of this RFP.
2. The proposal does not follow the specified format.

NON-DISCRIMINATION

Respondent agrees that it will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap or veteran status. Respondent will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to race, color, sex, or national origin. Respondent will cooperate with NHA in using vendor’s best efforts to ensure that disadvantaged business enterprises are afforded the maximum opportunity to compete for subcontracts or work under this contract.

Selection Process

It is NHA’s goal to identify the firm most qualified to provide the Services. NHA will determine the most qualified Respondents (“Finalists”), at its sole discretion. Finalists shall be expected (i) to interview with NHA representatives and respond to questions regarding their submittal responses; and (ii) to attend an agency tour of NHA’s various worksites.

NHA may elect to negotiate pricing with one or more of the Finalists. NHA, at its sole discretion, will make its final selection of the Finalist whose experience, expertise, reputation, capabilities, past performance, and cost is determined to be most advantageous to NHA.

NHA’s decision is final and is not subject to any form of administrative review, appeal or protest.

NOTIFICATION OF AWARD AND CRITICAL DEADLINES

Closing Submission Date: Proposals must be submitted **no later than 12:00 p.m.** (Pacific Standard Time) on **December 6, 2021.**

Upon conclusion of final negotiations with the successful Workers Compensation Brokerage firm, all Respondents who have submitted proposals in response to this RFP will be informed, in writing, of the name of the successful firm.

The initial contract will be awarded for a three (3) year period, subject to change and modification, at the discretion of NHA.

At the discretion of NHA, the awarded contract can be extended for two (2) additional one (1) year periods. The cost for the option periods will be agreed upon by NHA and the awarded party.

CONTRACTING PROCESS

Neither this Request nor the selection of a Respondent will create a binding commitment on NHA. Upon completion of the selection process, NHA may award a contract to the party whom it elects to provide the Services in this Request. A binding commitment will only occur when a contract between NHA and the successful Respondent has been fully executed.

Disclaimers

NHA anticipates a single contractor will be selected because of this Request; however, NHA reserves the right, in its sole discretion, to award contracts to multiple contractors. NHA further reserves the right, in its sole discretion, to reject any or all response submittals, waive any informalities in this process or the submittal requirements; and/or cancel, in whole or in part, this Request.

Attachments

The following documents are attached hereto and incorporated herein:

- *Addendum I - NHA Request Response Submittal Cover Sheet*
- *Addendum II – Anti-Lobbying Certification*
- *Addendum III - Specimen Contract*

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Chairperson
Tyrone Matthews, Esq.

President and CEO
Rudolph A. Johnson, III

ADDENDUM "I"

REQUEST RESPONSE SUBMITTAL COVER SHEET
NHA Request #2021-001

The undersigned has carefully examined this entire RFP and familiarized themselves with all conditions pertinent to this Request. The undersigned hereby proposes to furnish all Services necessary to completely fulfill the Scope of Work without restriction for the time *January 1, 2022 through December 31, 2024*.

Proposed Cost for Services: (1/1/2022 – 12/31/2022) \$____
(1/1/2023 – 12/31/2023) \$____
(1/1/2024 – 12/31/2024) \$____

Respondent Name: _____ Business Address: _____

Proprietorship Partnership Corporation LLC LLP State of Incorporation: ____

Tax Payer I.D./FEIN# _____ State Business License# _____

If Partnership, please list the general partner(s) _____

If LLC or LLP, list managing member(s)/partner(s) _____

Primary contact for this RFP Process _____

Title _____ Phone _____ Fax _____ Email _____

Can Respondent commence work on the start date in the Request? ____ (Y/N). If no, when? ____

Has the Specimen Contract attached to the Request been reviewed? ____ (Y/N).

Are any terms unacceptable? ____ (Y/N).

If yes, please specify the section numbers. ____

Does Respondent seek to negotiate any terms? ____ (Y/N).

If yes, briefly describe the nature of the change(s) sought: ____

CERTIFICATION

I declare that the foregoing is true and correct and that I am authorized to make this representation and submit the attached Response to _____ on behalf of _____.

Respondent's Authorized Representative:

Signature: _____ Print Name & Title: _____ Date: _____

ADDENDUM "II"

**CERTIFICATION REGARDING LOBBYING
FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75, Appendix II.

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee or an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.

Signature of Certifying

Date

Title

Applicant Organization



Chairperson
Tyrone Matthews, Esq.

President and CEO
Rudolph A. Johnson, III

ADDENDUM III

The Neighborhood House Association
ADDENDUM “III” – SPECIMEN CONTRACT

This Client Services Fee Agreement (the “Agreement”) is entered into effective as of this *1st day of January 2022*, by and between The Neighborhood House Association, a California non-profit, public benefit corporation with its primary offices located at 5660 Copley Drive, San Diego, California 92111 (“NHA”), and _____, a [Type of Corporation and State Incorporated] with its primary offices located at _____ (“Broker”), whose local contact information is set forth below:

Name: _____ Telephone Number: _____

Address: _____

Tax I.D. Number: _____ License Number: _____

1. **TERM:** This Agreement will commence on *January 1, 2022* and shall continue, until it automatically expires, on *December 31, 2024*; unless terminated earlier, by NHA upon sixty (60) days prior written notice to Broker. Notwithstanding the foregoing, this Agreement may be terminated at any time and without prior notice for Cause (as defined below). In the event of termination of this Agreement, advance quarterly compensation paid to Broker shall be pro-rated to reflect the actual work completed at the time of termination and any outstanding amounts shall be returned to NHA within fifteen (15) days. Confidential Information belonging to NHA shall be immediately returned. For the purposes of this Agreement, “Cause” shall mean conduct involving one (1) or more of the following: (a) any material failure of Broker to render services to NHA in accordance with the terms and conditions of this Agreement; (b) disloyalty, gross negligence, willful misconduct, dishonesty, fraud or breach of duty to NHA; (c) deliberate disregard of the rules or policies of NHA; and/or (d) any act or omission that induces any other vendor, provider, consultant, or contractor to breach a contract with NHA.
2. **DUTIES OF BROKER:** Broker agrees to perform the Services as specified in the document entitled “Client Services Fee Agreement – Statement of Work and Fee Schedule”, attached hereto as EXHIBIT “A” and incorporated herein by reference (the “Services” or “Scope of Work”). In the event of a conflict between any provision of this Agreement and any documents incorporated into it by reference, the terms and conditions set forth in this Agreement shall prevail to the extent of such conflict.
 - 2.1. Broker represents and warrants that any work or service it provides NHA pursuant to this Agreement shall not infringe upon the intellectual property rights of any third party.
 - 2.2. *TIME IS OF THE ESSENCE* with respect to all provisions of this Agreement that specify a time for performance. Notwithstanding Section 12 below, the parties acknowledge and agree that any unreasonable delay in the completion of the Services described herein shall constitute a material breach of this Agreement.

- 2.3. Broker agrees to furnish at its sole cost and expense, all labor and services for the completion of the Services to be performed pursuant to this Agreement. Broker will complete the same in a thorough and skillful manner in every respect to the satisfaction and approval of NHA, within the time specified in this Agreement and in strict accordance with the instructions and information contained in this Agreement, including without limitation the "Scope of Work".
3. **COMPENSATION:** The maximum compensation payable to Broker pursuant to this Agreement shall not exceed _____ (\$00.00) payable as follows:
- 3.1. Broker agrees to submit quarterly billing statement(s), in advance based on the document entitled "Client Services Agreement – Statement of Work and Fee Schedule", attached hereto as Exhibit "A". Such billing statement(s) shall be submitted to NHA's Project Manager, referenced in Section 11 below. Payment shall be made within thirty (30) days following invoice receipt and approval. In the event of any disputed invoice, the parties agree to work in good faith to resolve the discrepancy.
- 3.2. The amount set forth in the schedule attached constitutes the maximum compensation payable to Broker for all Services provided by Broker pursuant to this Agreement with respect to all insurance policies (and renewals thereof) in force and serviced by Broker as of the effective date of this Agreement and NHA shall not be required to pay any amount in excess of such amounts unless Broker is required to obtain on behalf of NHA additional insurance policies or to perform additional services and then only by mutual agreement in writing.
- 3.3. **Compensation Disclosure.** The parties recognize and accept Broker's Compensation Disclosure, attached hereto as EXHIBIT "B" and incorporated herein.
4. **CONTROLLING STATUS:** Attached hereto as EXHIBIT "C" and incorporated herein by reference are the Assurances governing contracts between NHA and Broker for professional or technical services rendered to NHA. The parties to this Agreement shall abide by all of the terms and conditions set forth in the Assurances. Additionally, each provision and clause required by law to be inserted in this Agreement shall be deemed to have been so inserted and this Agreement shall be read and enforced as though each such provision were included. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, this Agreement shall be amended to make such insertion upon the application of either party.
5. **PERFORMANCE STANDARDS:** Broker shall perform the Services in a skillful, competent and professional manner in accordance with (a) the terms and conditions of this Agreement, including without limitation, any specifications set forth in the Scope of Work; (b) recognized industry standards; and (c) all applicable federal, state and local laws, rules and regulations. All of Broker's personnel who perform any work under this Agreement shall have such skill and experience in the applicable area as is reasonably necessary to perform all of Broker's obligations under this Agreement in a timely, workmanlike and professional manner. Broker shall ensure that all of its employees, contractors, agents, representatives and other personnel observe and comply with all security and safety policies of NHA at all times. Broker shall be responsible to NHA for any errors or omissions in its performance of the Services. Broker represents and warrants to NHA that it has in effect, and shall retain, throughout the term of this Agreement, all licenses, permits, qualifications and approvals of whatever nature are required to provide the Services in California.

6. **COMPLIANCE WITH LAWS:** Broker and each of its employees, contractors, agents, representatives and other personnel hired or retained by Broker in connection with the performance of Broker's obligations under this Agreement shall be fully informed of all federal, state and local laws, rules and regulations that affect or are applicable to the performance of Broker's obligations under this Agreement, and shall at all times observe and comply with all such laws, rules and regulations, regardless of whether all or any of such laws, rules and regulations are referenced in this Agreement. Broker further assures and certifies to NHA that it and any subcontractor hired by Broker to perform on its behalf hereunder, are not currently suspended, debarred, or otherwise prohibited (i) by the Federal Government from bidding on, accepting or being awarded federally funded contracts, either as a contractor or subcontractor; or (ii) by the State of California from bidding on, accepting or being awarded public works contracts, either as a contractor or subcontractor. Broker agrees to inform NHA within forty-eight (48) hours of any change in its debarment status.
7. **INSURANCE AND INDEMNIFICATION:** Broker shall, at its sole cost and expense, procure and maintain, throughout the term of this Agreement, the insurance set forth herein. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of California, subject to NHA's approval. Prior to commencing performance of this Agreement, Broker shall provide NHA original insurance certificates evidencing the required coverage:
- (a) **Commercial General Liability Policy** with coverage as broad and as encompassing as the Commercial General Liability in the occurrence form, and providing coverage against claims for bodily injury or death and property damage arising out of Broker's and its employees', subcontractors', agents' and authorized representatives' performance of this Agreement ("CGL"). Such insurance shall be primary and non-contributory with any other coverage; including NHA's and shall afford immediate defense and indemnification of NHA to the limit of not less than one million dollars (\$1,000,000.00). Such insurance shall waive any right of subrogation against NHA.
 - (b) Broker shall maintain automobile liability, or business auto coverage with limits not less than one million dollars (\$1,000,000.00) for each occurrence; combining single limit for bodily injury or death and property damage, covering non-owned and hired automobiles, including loading and unloading operations.
 - (c) Upon request by NHA's Project Manager, Broker agrees provide original insurance certificates evidencing the required coverage. The CGL and automobile liability policies described above (collectively, the "Policies") must include the following additional insured endorsement language:

"The Neighborhood House Association (NHA), and its officers, directors, agents and employees are named as additional insured for purposes of vicarious liability arising out of Broker's provision of services hereunder and are provided the same coverage as the named insured; including the cost of defense against claims for bodily injury or death and property damage occurring as a result of the insured's or its members', officers', directors', employees', agents', or subcontractors' performance or non-performance of the Agreement between the insured and NHA. The named insured's coverage is primary and shall not require contribution from the additional insured's insurance coverage."
 - (d) The Policies shall provide for notice of cancellation to NHA, as the certificate holder. The parties agree that the specified coverage or limits of insurance in no way limit the liability of Broker. Broker shall maintain the required insurance coverage and endorsement throughout the term of this Agreement.

- (e) Broker agrees to indemnify, defend and hold harmless NHA and each of its directors, officers, employees, agents, representatives and affiliates (including, without limitation, the administrators of NHA's employee benefit plans) from and against any and all third party liabilities to the extent they arise out of Broker's negligent acts or omissions for willful misconduct in connection with Broker's services for NHA or Broker's breach of this Agreement with NHA,
8. **LIMITATION OF LIABILITY.** In no event shall either party to this Agreement be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Broker or its affiliates. The aggregate liability of Broker, its affiliates and its and their employees to NHA or its affiliates arising out of or relating to the provision of services by Broker or its affiliates shall not exceed \$10,000,000.
9. **INDEPENDENT CONTRACTOR:** Notwithstanding anything herein to the contrary, the parties hereby acknowledge and agree that NHA shall not have any right to control the manner, means or method by which Broker performs its obligations under this Agreement; provided, however, that NHA shall be entitled (a) to determine the particular services to be performed by Broker pursuant to this Agreement and to designate NHA's desired results of such services; (b) to determine the time and place for the performance of such services; and (c) to review and assess Broker's performance of such services and the results thereof for the limited purposes of assuring that such services have been performed and such desired results have been obtained in a manner satisfactory to NHA.
- In providing services hereunder, Broker shall, for all intents and purposes, be regarded as an independent contractor of NHA. Broker shall be solely responsible for all taxes, withholdings and other similar statutory obligations with respect to amounts paid by NHA to Broker. Broker is not an employee, partner or a joint venture participant of NHA, and Broker has no right or authority to take any action or to enter into any contract or agreement on behalf of NHA or otherwise bind NHA in any manner, or incur any liability or make any representation on behalf of NHA.
10. **COMPENSATION OF BROKER'S PERSONNEL:** Broker shall be solely responsible for prompt payment of compensation to its personnel. Such prompt payment shall occur not later than thirty (30) days after Broker receives payment from NHA pursuant to this Agreement and shall be paid out of such amounts as are paid to Broker under this Agreement. Broker shall pay and report, for all personnel assigned to perform any of the obligations of Broker under this Agreement, all federal, state and local income tax withholding, social security taxes, and unemployment insurance applicable to such personnel. Broker shall be solely responsible for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which such personnel may be entitled.
11. **PROJECT MANAGER:** The parties' respective designated representatives shall be the day-to-day contact persons during the performance of the Services under this Agreement. Broker's Project Manager shall be its _____, or such other person Broker designates in writing. NHA's Project Manager shall be its **General Manager/Chief of Staff**. During the term of this Agreement, Broker agrees to consult with NHA's Project Manager regarding the format of any final report(s) and deliverables and the adequacy of the Services provided by Broker. All submittals required of Broker shall be delivered to NHA's Project Manager; however, NHA's Project Manager may not (a) award, renew or terminate this Agreement; (b) agree to, or sign any modifications to the Agreement; or (c) obligate NHA for payment outside the scope of the Agreement.

12. **FORCE MAJEURE**: Neither party shall be liable or considered in default under this Agreement when the delay of performance (including NHA's failure to pay Broker's compensation as contemplated in this Agreement) is caused by circumstances beyond its reasonable control and occurring without its fault or negligence, including failure of funding sources, suppliers, subcontractors, and carriers, acts of civil or military authorities, national emergencies, fire, flood, acts of God, insurrection, and war (any such event, a "Force Majeure Event"); provided, that the party invoking this Section (the "Invoking Party") immediately provides notice thereof to the other party and uses commercially reasonable efforts to resume its performance hereunder. The party that receives notice of a Force Majeure Event from the Invoking Party may, at any time after the receipt of such notice, terminate this Agreement immediately upon written notice to the Invoking Party.
13. **NON-EXCLUSIVITY**: Broker acknowledges and agrees that this Agreement does not grant Broker the exclusive right or privilege to provide NHA with any or all of the services that are the subject of this Agreement. NHA expressly reserves the right to contract with other parties to obtain similar or identical services.
14. **PUBLICITY**: Broker shall not publish or use NHA's name in any of its advertising, sales, promotional or other publicity materials without the prior written consent of NHA.
15. **ENTIRE AGREEMENT OF THE PARTIES**: The written terms and provisions of this Agreement and any documents incorporated herein by reference supersede all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement. The provisions of this Agreement have been negotiated by the parties and each hereby waives any presumption relating to the interpretation of any contract provision against the drafter.
16. **AMENDMENTS AND WAIVERS**: This Agreement may not be amended or modified, nor may any of its terms be waived, except by a written instrument signed by the parties hereto. No failure or delay by any party in exercising any right under this Agreement shall operate as a waiver thereof or of any other right, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof, or of any other right. Each waiver or consent under any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which it was given.
17. **SEVERABILITY**: In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction), and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.
18. **SURVIVAL**: The provisions set forth in Sections 4, 7-10, 16, 17, 26 and 27 of this Agreement shall survive the termination or expiration of this Agreement.
19. **PARTIES IN INTEREST**: This Agreement is enforceable only by Broker and NHA. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment or benefit of any kind to any of Broker's personnel assigned to perform the obligations of Broker under this Agreement, or any beneficiary of any such personnel, and no such personnel (or any beneficiary thereof) shall be deemed or considered a third-party beneficiary with respect to this Agreement.

- 20. **ASSIGNMENT:** Broker may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of NHA. Any attempt by Broker to assign any of its rights or obligations under this Agreement in violation of this Section shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 21. **HEADINGS:** The titles of the articles, sections, subsections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- 22. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts and by facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 23. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to a contract executed and performed in such state, without giving effect to the conflicts of laws principles thereof.
- 24. **SIGNATORY AUTHORITY:** If Broker is a corporation, partnership, trust or other entity, the individual or individuals signing this Agreement on behalf of Broker represents to NHA that he or she has full authority to do so, has received all required consents, and that his or her signature (together with the signature or signatures of any other individual signing below on behalf of such corporation, partnership, trust or other entity) is (are) the only signatures required to bind Broker.
- 25. **NOTICES:** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (i) on the date given, if delivered personally or sent by facsimile transmission with confirmation of receipt; (ii) on the date of delivery, if delivered by a recognized express delivery service; or (iii) five (5) days after mailing, if by certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses set forth below, or at such other addresses as such parties may designate by written notice in the manner aforesaid.

to NHA addressed:
 Associate VP, Human Resources
 The Neighborhood House Association
 5660 Copley Drive
 San Diego, California 92111

with copies to:
 Legal Department
 The Neighborhood House Association
 5660 Copley Drive
 San Diego, California 92111

or to Broker addressed:

- 26. **CONFIDENTIALITY:** During the term of this Agreement, Broker may have or may be provided access to NHA’s proprietary items or confidential information, including but not limited to: all the information acquired and/or generated on NHA’s behalf, pursuant to Section 2.1 above (“Confidential Information”). Broker agrees to maintain the confidentiality of NHA’s Confidential Information in accordance with this Section and any separate nondisclosure agreement(s), which expressly reference the disclosure(s) between the parties. At a minimum, Broker agrees that it shall not make NHA’s Confidential Information available to any third party without the prior written consent of NHA and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

- 27. CONFLICT OF INTEREST: Broker agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with those of NHA and the performance of Services under this Agreement. Broker’s Project Manager, and such other personnel responsible for carrying out the Services under this Agreement, shall take any and all actions necessary to comply with this provision.
- 28. WAIVER OF JURY TRIAL. Both parties waive their respective rights to a jury trial in any action or legal proceeding arising out of or relating to this Agreement. The foregoing jury waiver shall apply to the fullest extent permitted by law.
- 29. DISCLAIMERS. The form of Broker’s compensation, whether by commission, fee, or both, shall not affect Broker’s role as insurance broker or the scope of the services to be provided by Broker. NHA agrees that all decisions regarding the amount, type or terms of coverage shall be NHA’s ultimate responsibility. While Broker may provide advice and recommendations, NHA shall decide the specific coverage that is appropriate for its particular circumstances and financial position. Broker’s service obligations to NHA are solely contractual in nature. NHA acknowledges that, in performing services, Broker and its affiliates are not acting as a fiduciary, except to the extent required by applicable law, and do not have a fiduciary or other enhanced duty to NHA.
- 30. ARMS-LENGTH NEGOTIATION. The parties are of equal commercial sophistication and have negotiated this Agreement at arms’ length. Each party is entering into this Agreement voluntarily, has read and understands all its provisions and has had the opportunity to seek and to obtain the advice of counsel on its rights and responsibilities under, and the terms and conditions of, this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names and on their behalf by the duly authorized representatives, effective the date first above written.

The Neighborhood House Association

By _____

Name:

Title:

By _____

Name: Rudolph A. Johnson, III

Title: President and CEO

Approved as to form and legality:

 Dwight D. Smith
 Executive VP & General Counsel
 The Neighborhood House Association

EXHIBIT "A"

**CLIENT SERVICES FEE AGREEMENT
STATEMENT OF WORK & FEE SCHEDULE**

[Details to be provided by respondent]

EXHIBIT "B"

COMPENSATION DISCLOSURE

[Details to be provided by respondent]

EXHIBIT “C” ADDITIONAL ASSURANCES

Broker hereby assures and certifies to the Neighborhood House Association (NHA) that it will comply with the regulations, policies, guidelines and requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards 45 CFR 75, and E.O. 12372 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, Broker assures and certifies to NHA that:

1. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant’s governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Broker to act in connection with the Agreement and to provide such additional information as may be required.
2. It, and any subcontractor hired to perform hereunder, will comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246, relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
3. It, and any subcontractor hired to perform hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 – 1508; and 7324 – 7328), which limits the political activity of the employee.
4. It, and any subcontractor hired to perform hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It, and any subcontractor hired to perform hereunder, will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, “Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States”).
6. It, and any subcontractor hired to perform hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of 2000 (22 U.S.C. §§ 7104, et seq.) which authorizes the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Broker or any of its subcontractors (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.
7. It, and any subcontractor hired to perform hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.
8. To the extent applicable, if Broker, including any subcontractor it hires to perform hereunder, is awarded construction contracts of more than \$2,000, Broker agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor standards provisions applicable to contracts governing federally financed and assisted construction”).
9. Regarding all negotiated contracts, excluding those for less than \$2,500, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
10. It, and any subcontractor hired by Broker to perform on its behalf hereunder, are not currently suspended, debarred, or otherwise prohibited (i) by the Federal Government from bidding on, accepting or being awarded federally funded contracts, either as a contractor or subcontractor; or (ii) by the State of California from bidding on, accepting or being awarded public works contracts, either as a contractor or subcontractor. Broker agrees to inform NHA within forty-eight (48) hours of any change in its debarment status.
11. It, and any subcontractor hired to perform hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.