



COUNTY OF DEL NORTE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

880 Northcrest Drive
Crescent City, California 95531

Phone
(707) 464-3191

Heather Snow, Director

Fax
(707) 465-1783

BOARD REPORT

DATE: October 6, 2020

AGENDA DATE: October 13, 2020

TO: DEL NORTE COUNTY BOARD OF SUPERVISORS

ORIGINATING DEPARTMENT: Heather Snow, Director
Health and Human Services

SUBJECT: Housing Project Consultation Services

RECOMMENDATION FOR BOARD ACTION:

Approve and authorize the Chair to sign this Agreement with Rural Communities Housing Development Corporation to provide housing project consultation services from July 1, 2020 through June 30, 2025, not to exceed \$200,000 as requested by the Director of Health and Human Services.

DISCUSSION/SUMMARY:

This agreement with Rural Communities Housing Development Corporation (RCHDC) is contingent on the approval by your Board of the purchase of Coastal Inn and Suites through Homekey.

On September 28, 2020 Governor Newsom announced the third round of Homekey awards within the state of California. Among those awards it was announced that Del Norte County Department of Health and Human Services (DHHS) was awarded \$2.4 million to purchase, and rehabilitate a motel to convert it into permanent, long-term housing for people experiencing, or at risk of experiencing homelessness.

DHHS has partnered with RCHDC to provide consultation services for the project that will include development of capital and operational budgets, obtaining required government permits, identifying the need for project consultants and negotiate and enter into agreements, and overall management of the Homekey project.

RCHDC has a commendable track record of providing these services, and through a competitive bidding process was previously selected by Del Norte County to provide

similar services for the No Place Like Home Grant, which is being pursued by the county.

ALTERNATIVES:

Not approve the Agreement and seek alternative affordable housing for this population.

FINANCING:

Funding received from the Homekey grant, no county general funds required.

CHILDREN'S IMPACT STATEMENT:

This action meets all five of the outcome measures for children in Del Norte County: 1) Children ready for and succeeding in school; 2) Children and youth are healthy and preparing for adulthood; 3) Families are economically self-sufficient; 4) Families are safe, stable and nurturing; and 5) Communities are safe and provide a high quality of life.

OTHER AGENCY INVOLVEMENT:

None.

SIGNATURES REQUIRED:

Chair, Board of Supervisors; Clerk of the Board

ADMINISTRATIVE SIGN-OFF:

AUDITOR:

COUNTY ADMINISTRATIVE OFFICER: Jay Sarina; YES

COUNTY COUNSEL: Joel Campbell-Blair; YES

PERSONNEL:

OTHER DEPARTMENT:

Period of July 1, 2020 through June 30, 2025

Del Norte County Contract No.: _____

Agreement for Housing Project Consultation Services

Contractor: **Rural Communities Housing Development Corporation**

499 Leslie Street

Ukiah, CA 95482

Provider No.: _____

AGREEMENT FOR HOUSING PROJECT CONSULTATION SERVICES

This Agreement for Housing Project Consultation Services ("Agreement") is made as of the Effective Date set forth below by and between the County of Del Norte, a political subdivision of the State of California ("the COUNTY"), and Rural Communities Housing Development Corporation, a California nonprofit public benefit corporation, hereinafter referred to as "CONTRACTOR."

IDENTIFICATION OF CONTRACTOR. CONTRACTOR is a Corporation whose address is 499 Leslie Street, Ukiah, CA 95482 and phone number is (707) 463-1975. CONTRACTOR'S federal identification number is _____.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1 (the "Services"). CONTRACTOR shall provide said Services at the time place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Effective Date: July 1, 2020

Termination Date: June 30, 2025

The term of this Agreement (The "Term") shall be the period between the Effective Date and the Termination Date.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for Services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. RENEWAL.

This agreement shall automatically renew for an additional term of one (1) year on the anniversary date of July 1, 2025 unless:

1. The Agreement is terminated by either party pursuant to Attachment D, 10. Termination; or
2. Either party provides the other party at least thirty (30) days written notice prior to July 1, 2025 of its intent not to renew this agreement.
3. In the event this Agreement renews automatically for an additional fiscal year, the contract fee(s) for that year shall be the amount set forth per participation in Attachment B.

5. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF PARTIES.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

6. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

7. INSURANCE.

During the term of this Agreement, CONTRACTOR shall maintain in full force and effect the following types of insurance in the amounts specified.

Certificates of such insurance in a form approved by the Risk Manager of COUNTY shall be filed with the County Risk Manager concurrent with the execution of this Agreement. The insurance shall name COUNTY as an additional insured on a primary basis for General Liability Insurance and shall state that the policy will not be canceled or limits or scope reduced by the insurer except after filing written notice thereof with the COUNTY thirty (30) days in advance. No work shall be authorized until such insurance certificate is filed.

7.1 GENERAL LIABILITY. During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of general liability insurance with minimum coverage of one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

7.2 WORKERS' COMPENSATION. During the term of this Agreement, CONTRACTOR shall fully comply with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against the liability CONTRACTOR may have for Workers' Compensation.

7.3 AUTOMOBILE LIABILITY INSURANCE. During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of automobile liability insurance with minimum coverage of one million dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage for any automobile used for any service required or provided under the terms of this contract.

8. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

9. DESIGNATED REPRESENTATIVES.

Heather Snow, Director of the Del Norte Department of Health and Human Services (DHHS), is the representative of the COUNTY and will administer this Agreement for the COUNTY. Brad McDonald, CEO, is the representative of the CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

10. ATTACHMENTS.

All attachments referred to herein be attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Business Associate Agreement (HIPAA)
Exhibit A - Sample Invoice

11. NOTICES.

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Heather Snow, Director
Department of Health and Human Services
County of Del Norte
880 Northcrest Drive
Crescent City, CA 95531

If to "CONTRACTOR":

Brad McDonald, CEO
Rural Communities Housing Development Corporation
499 Leslie Street
Ukiah, CA 95482

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____
day of _____, 2020.

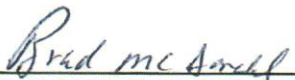
"COUNTY"

COUNTY OF DEL NORTE

"CONTRACTOR"

RURAL COMMUNITIES HOUSING
DEVELOPMENT CORPORATION

GERRY HEMMINGSEN, Chair
Board of Supervisors

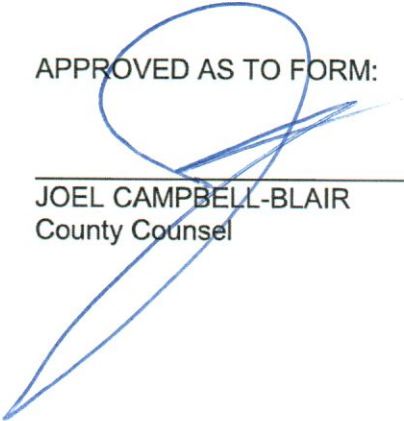


BRAD MCDONALD, CEO

ATTEST:

KYLIE GOUGHNOUR
Clerk of the Board

APPROVED AS TO FORM:



JOEL CAMPBELL-BLAIR
County Counsel

A.1 SCOPE OF SERVICES AND DUTIES.

A.1.a. Deliverables in the procurement process include, but are not limited to:

A.1.d. CONTRACTOR will manage the Homekey Del Norte Project. CONTRACTOR and the COUNTY will enter into a separate property management agreement, which will set forth the terms, rights, and obligations of the Parties in the management of the property.

A.1.f. In the procurement of any design professional or construction contract, CONTRACTOR shall consult with COUNTY relating to procedure, and shall comply with any competitive contracting requirement to which the COUNTY would be bound if COUNTY were procuring the contract directly.

It is the parties' intent that CONTRACTOR's services will be available for the entire term of the Agreement; therefore, CONTRACTOR agrees to conform the delivery of services to a general time schedule to be determined by the Director of Department of Health and Human Services. CONTRACTOR shall be free to practice their profession for others during those periods of time when he is not performing his services pursuant to this Agreement.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

It is agreed that COUNTY shall complete the following to ensure success of the Homekey Del Norte Project.

A.4.b. COUNTY will continue to provide supportive services to the occupants.

COUNTY shall pay CONTRACTOR as follows:

B.1.a. FEE FOR SERVICE. COUNTY agrees to pay CONTRACTOR for time spent in the performance of the contract at a rate of ONE HUNDRED (\$100.00) DOLLARS AND NO CENTS per hour, as well as full reimbursement for actual verifiable incurred costs. CONTRACTOR shall submit an invoice and supporting documentation monthly to COUNTY, as required by COUNTY.

B.1.b. CONTRACTOR shall submit requests for payment in a format approved by the County Auditor-Controller. CONTRACTOR shall submit monthly to COUNTY, an invoice and supporting documentation identifying: type of service and requisite service code, date of service, time of day and length of time of services. Sample Invoice can be found attached to this Agreement as Exhibit A.

B.2 TRAVEL COSTS.

B.3 AUTHORIZATION REQUIRED.

COUNTY shall not pay for services performed by CONTRACTOR and not authorized in this Agreement. COUNTY shall make payment for additional services to CONTRACTOR if, and only if, both parties in advance of performing additional services amend this Agreement.

C.1 OCCUPANT RECORDS/CONFIDENTIALITY

C.2 INSPECTION BY COUNTY

C.3 DISPUTE RESOLUTION

C.4 RECORDS AND ACCOUNTING

C.5 PERSONNEL.

C.5.b. CONTRACTOR shall comply with all applicable federal and state laws, rules and regulations including but not limited to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, sexual preference, age, medical condition or handicap, (including compliance with the Federal Rehabilitation Act of 1973, Section 504).

C.6 QUALITY ASSURANCE.

CONTRACTOR shall notify COUNTY of any and all special incidents involving occupants within twenty-four (24) hours of the incident. All special incidents are reviewed and any recommendations forwarded to both to the Director of Health and Human Services and the CONTRACTOR'S Chief Executive Officer.

CONTRACTOR shall furnish COUNTY with a copy of its Quality Assurance Policies and Procedures.

C.7 OCCUPANT COMPLAINT/GRIEVANCE PROCEDURE.

CONTRACTOR shall follow COUNTY procedures should a complaint/grievance be filed by an occupant. If a complaint/grievance is filed, CONTRACTOR shall contact COUNTY's Director of Health and Human Services and provide the grievance information and any filed documentation.

C.8 LICENSING REQUIREMENTS.

CONTRACTOR shall comply with all necessary county or state licensing requirements and must obtain appropriate licenses and display same in a location that is reasonably conspicuous; provided, however, in no event will CONTRACTOR be required to perform any work requiring it to obtain professional licensure or certification it does not possess as of the Effective Date.

C.9 UNAUTHORIZED DISCLOSURE.

CONTRACTOR shall protect unauthorized disclosure to anyone other than COUNTY of names and other identifying information concerning persons either receiving services pursuant to this contract or persons whose names or identifying information become available or are disclosed to the CONTRACTOR as a result of services performed under this Agreement.

C.10 ACCESS.

At all reasonable times from the Effective Date until termination of this Agreement and upon reasonable notice to COUNTY, CONTRACTOR and its agents, employees, representatives, and independent contractors shall be entitled to enter onto the Project site during normal business hours to perform any work contemplated under the terms of this Agreement.

ATTACHMENT D GENERAL PROVISIONS

D.1. INDEMNITY.

D.1.1. CONTRACTOR Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (at CONTRACTOR's sole cost and expense and with legal counsel approved by COUNTY, which approval shall not be unreasonably withheld), protect and hold harmless COUNTY and COUNTY's Related Parties, from and against any and all Liabilities of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") arising from CONTRACTOR Activities to the extent caused by CONTRACTOR'S negligence, recklessness, or willful misconduct.

Without limiting CONTRACTOR's obligation to indemnify COUNTY upon COUNTY's request, CONTRACTOR shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the COUNTY at CONTRACTOR's sole cost, COUNTY from and against all Liabilities, paid, incurred or suffered by, or asserted against COUNTY in a judicial, administrative or regulatory forum or otherwise, whether well founded or not, for regardless of nature or type to the extent arising out of, pertaining to, or relating to the negligence, reckless, or willful misconduct of the CONTRACTOR or CONTRACTOR's Related Parties regarding any of CONTRACTOR's Activities.

COUNTY Indemnification of CONTRACTOR. To the fullest extent permitted by law, COUNTY shall indemnify, defend (at COUNTY's sole cost and expense and with legal counsel approved by CONTRACTOR, which approval shall not be unreasonably withheld), protect and hold harmless CONTRACTOR and CONTRACTOR's Related Parties, from and against any and all Claims arising from COUNTY Activities to the extent caused by COUNTY's negligence, recklessness, or willful misconduct.

For purposes of defense and indemnification relating to this Agreement:

(a) "Liabilities" means liabilities, lawsuits, claims, judgments, demands, clean-up orders, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, expenses, loss, penalties and other detriments of every nature and description whatsoever, including all costs and expenses of litigation or arbitration, attorney's fees (whether COUNTY's or CONTRACTOR's staff attorneys or outside attorneys) and court costs, whether under state or federal law except for liabilities to the extent caused by the negligence, recklessness, or willful misconduct of the indemnified party.

(b) "County's Activities" means actions or omissions of COUNTY or COUNTY'S Related Parties in the performance of this Agreement, directly or indirectly arising from COUNTY's operations, as well as any breach of any representation or warranty of COUNTY set forth in this Agreement.

(c) "County and County's Related Parties" means COUNTY and COUNTY's elected officials, officers, volunteers, representatives, partners, designees, attorneys, employees, consultants, agents, successors and assigns, and any lender of COUNTY with an interest in the Project that is the subject of this contract.

(d) "Contractor Activities" means any actions or omissions of CONTRACTOR

or CONTRACTOR's Related Parties in the performance of this Agreement, directly or indirectly arising from CONTRACTOR's operations, as well as any breach of any representation or warranty of CONTRACTOR set forth in this Agreement.

(e) "Contractor and Contractor's Related Parties" includes CONTRACTOR and its respective officers, directors, shareholders, members, partners, agents, employees, subcontractors, consultants, licensees, invitees, guarantors or affiliates. "Affiliates" means a person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the CONTRACTOR, where construction or interpretation of "control" shall be governed by Rule 144 of the Securities Act of 1993. CONTRACTOR shall use best efforts, or cause such persons to use best efforts, to provide COUNTY's legal counsel all reasonably necessary information relevant to such persons, including proper and legal corporate names and relationship (or lack thereof) to CONTRACTOR's articles of incorporation, certificates of good standing, and other documentation related directly or indirectly to alleged liabilities.

D.1.2. The COUNTY will be held harmless from any federal/state disallowance resulting from payments made to the CONTRACTOR. If the CONTRACTOR has received payments, it shall be liable for any federal/state disallowance made with respect to those payments. COUNTY shall recoup from the CONTRACTOR, the amount of any disallowance in the manner authorized by applicable laws and regulations.

D.1.3. In addition, the CONTRACTOR agrees to pay to COUNTY the amount of Del Norte County's liability to the federal/state government that results from the CONTRACTOR'S failure to perform the services or comply with the conditions required by this Agreement as identified by an audit exception.

D.1.4. To the extent that a federal/state audit disallowance, with or without interest, disallows a claim or claims that has or have resulted in payment by CONTRACTOR for services performed by a third-party nongovernmental entity under this Agreement, or by COUNTY where such payment has been approved by CONTRACTOR, COUNTY shall be held harmless by CONTRACTOR for one hundred percent (100%) of the amount of such final audit disallowance, along with any interest thereon.

D.1.5. Both parties to this Agreement recognize that the CONTRACTOR is liable only for its own audit exceptions that relate to services under this Agreement, and has no liability for any other entity that may enter into a similar Agreement with the COUNTY for the performance of services.

D.1.6. The provisions of this section shall survive termination of this Agreement.

D.1.7. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from indemnification liability. Indemnification shall apply to all damages or claims for damages caused by CONTRACTOR'S Activities regardless if any insurance is applicable or not.

D.2. PERSONNEL.

D.2.1. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time

during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.3. TERMINATION.

D.3.1. If in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR only for the services performed in accordance with this agreement up to and including the date of termination, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement.

D.3.2. At any time for any reason, upon thirty (30) days written notice to CONTRACTOR, County may terminate this Agreement and pay only for those services and material rendered as of the date when termination is effective, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.3.3. CONTRACTOR may terminate its duties under this Agreement upon thirty (30) days written notice to the COUNTY if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.3.4. These terms are effective until terminated by either party. The COUNTY reserves the right, in its sole discretion, to terminate CONTRACTOR'S access to any or all of the confidential information and the related services or any portion thereof at any time, without notice.

D.3.5 The agreement contemplates the award of Project Homekey grant funding from the State of California and the successful purchase of the real property located at 665 L Street, Crescent City by COUNTY. If the property is not successfully purchased by December 31, 2020, the agreement shall terminate on that date and COUNTY shall pay only for those services and material rendered as of the date when termination is effective, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D. 4. TIME.

D.4.1. CONTRACTOR shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the

CONTRACTOR scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying forth the goals of and completing the services pursuant to this Agreement.

D.7. FINANCIAL RECORDS AND AUDITS.

D.7.1. CONTRACTOR shall maintain at CONTRACTOR's office or other place acceptable to COUNTY full and complete accounting books and records, or copies thereof, prepared in accordance with generally accepted accounting principles, reflecting its revenues and expenses of fulfilling its performance obligations.

D.8. RIGHT TO SUBSTANTIATION.

D.8.1. COUNTY reserves the right to require substantiation of any item of claimed expense or compensation. Overly generalized listing of task descriptions are not acceptable, rather, CONTRACTOR shall provide a detailed description which will provide a meaningful record to an independent auditor reviewing task description. Any work product or memoranda or other written material described in the entries shall be produced for COUNTY as requested.

D.9. AGREEMENT ENFORCEMENT.

D.9.1. ASSURANCE OF PERFORMANCE. COUNTY may, at its option and in addition to all other remedies it may have, demand from CONTRACTOR reasonable assurances of timely and full performance hereunder, if:

D.9.1.1. CONTRACTOR is the subject of any labor unrest specifically targeted to its performance obligations under this Agreement (including work stoppage or slowdown, sick-out, picketing or other concerted job action); or

D.9.1.2. Is unable to regularly pay its bills as they become due; or

D.9.1.3. Is the subject of a final, non-appealable civil judgment over ten thousand dollars, (\$10,000) or a criminal judgment or order entered by a federal, state, regional or local agency for violation of an environmental or tax law; or

D.9.1.4. COUNTY believes in good faith that CONTRACTOR's ability to timely and fully perform performance obligations has thereby been placed in substantial jeopardy.

D.9.2. If CONTRACTOR fails or refuses to provide such reasonable assurances within ten (10) days notice by COUNTY such failure or refusal shall constitute a CONTRACTOR Event of Default.

D.10. EVENTS OF BREACH.

D.10.1. RIGHT TO SETOFF. COUNTY shall have the right to reduce payment to CONTRACTOR for valid setoffs. Valid setoffs shall include:

D.10.1.1. The cost to correct defective work which has not been remedied by the CONTRACTOR; or

D.10.1.2. Costs resulting from default by CONTRACTOR on any other term or condition of this Agreement; or

D.10.1.3. Employee related expenses imposed upon COUNTY as a result of CONTRACTOR's rendition of services under this Agreement.

D.10.2. CONTRACTOR'S DUTY OF NOTICE ON DEFAULT. Promptly on discovery of an Event of Default under this Agreement, CONTRACTOR shall deliver telephone notice to COUNTY (confirmed within three (3) calendar days by written notice from CONTRACTOR); describing the event and all action Borrower proposes to take with respect to such event.

D.10.3. COUNTY's RIGHT TO CURE. If CONTRACTOR fails to perform any obligation contained in this Agreement, COUNTY may itself perform, or cause the performance of, such agreement or obligation. In that event, CONTRACTOR will, on demand, reimburse COUNTY for all such expenditures, and shall pay COUNTY interest on the amount of such expenditures from the date of such expenditure until full reimbursement at ten percent (10%) per annum. The performance of any act or payment by COUNTY as provided in this Agreement shall not be deemed a waiver or release of any obligation or default or the part of CONTRACTOR.

D.11. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default ("Event of Default") hereunder:

D.11.1. Either party fails to perform or observe any term, covenant, or undertaking in this Agreement to be performed or observed by it.

D.11.2. Any representation or disclosure made to COUNTY by CONTRACTOR in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement which proves to be false or misleading in any material respect as of the time the representation or disclosure is made or bring down thereof, whether or not any such representation or disclosure appears as part of this Agreement or CONTRACTOR knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, records and reports hereunder.

D.11.3. CONTRACTOR or COUNTY fails to pay any amount due under this Agreement.

D.11.4. Either party informs the other party of its intention not to perform or observe a term or provision of this Agreement.

D.11.5. Either party fails to provide reasonable assurances of performance.

D.11.6. There is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of CONTRACTOR, including without limit its vehicles and equipment, maintenance or office facilities, or any part thereof of such proportion as to impair CONTRACTOR's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and COUNTY Holidays.

D.11.7. CONTRACTOR files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or

Emergency Preparedness Plan.

D.12.3. In the event that either party validly exercises its rights under this Section, the parties hereby waive any claim against each other for any damages sustained thereby.

D.12.4. The partial or complete interruption or discontinuance of CONTRACTOR's services caused by one or more of the events described in this Section and constituting an excuse from performance shall not constitute an event of Default by CONTRACTOR under this Agreement. Notwithstanding the foregoing, however, the existence of an excuse from performance shall not affect COUNTY's Right to Perform Upon Default; and if CONTRACTOR is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) days or more, other than as the results of third party labor disputes where service cannot be provided for reasons described earlier in this Section, COUNTY shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days notice.

D.13. REMEDIES UPON DEFAULT.

D.13.1. Upon occurrence of a CONTRACTOR Event of Default, COUNTY shall have the following rights:

D.13.1.1. COUNTY's Right to Perform Upon Default. In addition to any and all other legal or equitable remedies, in the event that CONTRACTOR, for any reason whatsoever, fails, refuses or is unable to perform services which it is required by the Agreement to perform, at the time and in the manner provided in this Agreement, then COUNTY shall have the right, but not the obligation, to cause to be performed such services with other personnel;

D.13.1.2. Right to Terminate Upon Default. COUNTY shall have the right to terminate this Agreement without need for any hearing, suit or legal action. CONTRACTOR shall forfeit any performance bond to COUNTY as liquidated damages upon such termination;

D.13.1.3. Right to Suspend the Agreement. COUNTY shall have the right to suspend the Agreement, at the COUNTY's option, perform CONTRACTOR's obligations; and

D.13.1.4. All Other Available Remedies. COUNTY shall have the right to exercise its remedies in accordance with this Agreement and any other available remedies at law and in equity, including specific performance.

D.13.2. COUNTY's termination of the Agreement shall not constitute an election of remedies. Instead, all remedies provided for in this Agreement shall be in addition to any and all other legal and equitable rights and remedies which COUNTY may have under law or as otherwise provided in this Agreement.

D.13.3. By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by COUNTY to CONTRACTOR, the remedy of damages for a breach hereof by CONTRACTOR is inadequate and COUNTY shall be entitled to injunctive relief.

D.13.4. In the event either party is entitled to recover damages for breach of this

Agreement, the damages shall bear interest at a rate equal to the statutory amount of ten percent (10%) for private parties and seven percent (7%) if against a governmental entity, commencing on the date of breach.

D.13.5. The CONTRACTOR and COUNTY waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

D.14. OWNERSHIP OF INFORMATION.

D.14.1. The entirety of CONTRACTOR'S interest, rights, and title to and in all documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement shall be the property of COUNTY, and CONTRACTOR shall deliver such documents to COUNTY without exception or reservation on completion of the services hereunder or termination. The COUNTY agrees to hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS.

D.15.1. The COUNTY's obligation under this agreement is subject to the availability of authorized funds. The COUNTY may terminate the agreement, or any part of the agreement work, without prejudice to any right or remedy of the COUNTY, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this agreement, or any subsequent Amendment, the COUNTY may, upon written Notice to the CONTRACTOR, terminate this agreement in whole or in part.

D.15.2. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the agreement is terminated for non-appropriation, the COUNTY will be liable only for payment in accordance with the terms of this agreement for services rendered prior to the effective date of termination; and CONTRACTOR shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

D.15.3. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D.15.4. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either: Cancel this Contract or, offer a contract amendment reflecting the reduced funding.

D.16. WAIVER.

be binding upon and inure to the benefit of such party, its successors and assigns. COUNTY and CONTRACTOR recognize and acknowledge that CONTRACTOR is hereunder employed in a position where CONTRACTOR will be rendering services of a special, unique, unusual and extraordinary character requiring extraordinary ingenuity and effort by CONTRACTOR. The parties hereto recognize that a substantial inducement to COUNTY for entering into this Agreement is the reputation, experience, and competence of CONTRACTOR. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the COUNTY. Any attempt to assign or delegate this Agreement without the express written consent of COUNTY shall be void and of no force or effect. Consent by COUNTY to one assignment shall not be deemed to be consent to any subsequent assignment. CONTRACTOR shall provide qualifications of assignees for review by COUNTY, which will not unreasonably withhold consent. CONTRACTOR shall not subcontract any portion of the work to be performed without the prior written authorization of COUNTY. If COUNTY consents to said subcontract, CONTRACTOR shall be fully responsible to COUNTY for all acts or omissions of subcontractor. Nothing in this Agreement shall create any contractual relationship between COUNTY and subcontractor nor shall it create any obligation on the part of COUNTY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

D.22. INDEPENDENT CONTRACTOR.

D.22.1. COUNTY and CONTRACTOR are and at all times shall be and remain independent contractors as to each other, and no joint powers agency or other legal relationship which would impose vicarious liability upon one party for the act or omission of the other shall be created or implied hereby or herefrom. CONTRACTOR acknowledges that CONTRACTOR's employees shall not be covered under the COUNTY's employee benefit plan. At all times during the term of this Agreement, CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance, and any other costs and expenses in connection with performance of services under this Agreement. Neither party has or shall have the power to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. COUNTY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

D.23. MODIFICATION.

D.23.1. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.24. COUNTERPARTS.

D.24.1. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and

the same instrument.

D.25. OTHER DOCUMENTS.

D.25.1. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.26. PARTIAL INVALIDITY.

D.26.1. If any term, covenant, condition, or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

D.27. JURISDICTION.

D.27.1. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the COUNTY of Del Norte or the U.S. District Court, California Northern District, and CONTRACTOR hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

D.28. TIME IS OF THE ESSENCE.

D.28.1. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29. AUTHORITY.

D.29.1. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates, or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any stated and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30. CONFLICT OF INTEREST.

D.30.1. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

D.30.1. CONTRACTOR will comply with all disclosure and filing requirements related to statements of economic interests, Form 700, as set forth in the Del Norte County Conflict

of Interest Code.

D.31. ADVICE OF COUNSEL.

D.31.1. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

D.32. INDEPENDENT REVIEW.

D.32.1. Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

D.33. POSSESSORY INTEREST.

D.33.1. A taxable possessory interest, as those words are used in the California Revenue and Taxation Code section 107, may be created by this Agreement; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.34. TAXES.

D.34.1. The CONTRACTOR shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties, and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.35. NON-DISCRIMINATION.

D.35.1. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide

by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.

D.36.1. In addition to application of the non-discrimination provision of this Agreement above, CONTRACTOR agrees to also comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

D.37.1. CONTRACTOR warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164) regarding the protection of health information obtained, created, or exchanged as a result of this Agreement and shall abide by and implement its statutory requirements.

D.38. CAPTIONS.

D.38.1. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.39. DEFINITIONS.

D.39.1. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.39.1.1. NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms, or associations, wherever the context so requires.

D.39.1.2. MANDATORY AND PERMISSIVE. "Shall", "will", and "agrees" are mandatory. "May" is permissive.

D.40. NOTICES.

D.40.1. Any notice required to be given under this Agreement may be given by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Notice shall be deemed communicated as of three days from mailing or the day that personal service was effectuated. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this

paragraph.

D.40.1.1. If to "COUNTY":

Heather Snow, Director
Del Norte County Department of Health and Human Services
880 Northcrest Drive
Crescent City, CA 95531

With a copy to:

County of Del Norte
Office of County Counsel
981 H Street, Suite 220
Crescent City, CA 95531

D.40.1.2. If to "CONTRACTOR":

Brad McDonald, CEO
Rural Communities Housing Development Corporation
499 Leslie Street
Ukiah, CA 95482

D. 41. LICENSES, PERMITS, LAWS.

D.41.1. CONTRACTOR represents and warrants to COUNTY that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to perform under this agreement. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding Section D.3. CONTRACTOR shall comply with any and all applicable federal, state and local laws, regulations, orders and resolutions affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

D.42. STANDARD OF PERFORMANCE.

D.42.1. CONTRACTOR warrants that CONTRACTOR, as well as each of its agents, employees and subcontractors has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill, and diligence exercised by professionals engaged in the same profession optimally exercise under like circumstances. County has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter this Agreement. It is understood that acceptance of CONTRACTOR'S work by COUNTY shall not operate as a waiver or release. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

D.43. ENTIRE AGREEMENT.

D.43.1. This Agreement, together with its specific references and attachments, is the complete statement of the subject between the parties and takes the place of all prior discussions, negotiations, whether oral or written. This Agreement shall not be modified

except in writing, signed by both parties. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.44. FEDERAL HEALTH CARE PROGRAM EXCLUSION

D.44.1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(F) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. Federal financial participation is not available for amounts expended for providers excluded by Medicare, Medicaid or the State Children's Insurance Program, except for emergency services.

D.44.2. CONTRACTOR hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part.

D.44.3. CONTRACTOR shall screen all staff employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible" or "Excluded" as defined hereunder. Screening shall be conducted against both the California "Medi-Cal Suspended and Ineligible List", and the United States, Health and Human Services, Office of Inspector General "List of Excluded Individuals/Entities" or any other list pursuant to 42 C.F.R. 438.214(d). CONTRACTOR shall screen prospective staff prior to hire or engagement.

D.44.4. CONTRACTOR and staff shall be required to disclose to COUNTY immediately any debarment, exclusion or other event that makes CONTRACTOR or any staff person an Ineligible or Excluded person. If the CONTRACTOR becomes aware that a staff member has become an Ineligible or Excluded person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, business or health care operations related to this Agreement.

D.44.5. CONTRACTOR shall indemnify and hold COUNTY harmless against any and all loss or damage COUNTY may suffer arising from any Federal exclusion of CONTRACTOR or its staff members from such participation in a Federally funded health care program.

D.44.6. Failure by CONTRACTOR to meet the requirements of this Section, D.44, shall constitute a material breach of Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

D.45. ENVIRONMENTALLY PREFERRED PRODUCTS POLICY

D.45.1. It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors shall specify and utilize these products whenever practical.

ATTACHMENT E
COUNTY OF DEL NORTE BUSINESS ASSOCIATE AGREEMENT

This Addendum applies to services involving access to Protected Health Information on behalf of the County of Del Norte. Such access may include the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which a client's health information could at some point be used or disclosed to the contractor. For the purposes of this Addendum, the contractor is deemed a "business associate" of the County. This Addendum complies with federal privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

1. Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 45 Code of Federal Regulations (CFR) parts 5b; 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule".
2. Contractor may use or further disclose any Protected Health Information, provided by or obtained on behalf of the County, to perform functions, activities or services as specified in this Addendum, provided that such use or disclosure does not violate the Privacy Rule as it applies to the County.
3. Contractor shall not use or disclose Protected Health Information other than as permitted or required by this Addendum or as required by State or Federal Regulations.
4. Contractor shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for in this Addendum.
5. Contractor shall report to the County any use or disclosure of Protected Health Information not provided for in this Addendum of which it becomes aware.
6. Contractor shall ensure that any agent, including subcontractors, with whom it shares (creates, receives, provides) Protected Health Information on behalf of the County, agrees to applicable restrictions and conditions with respect to such information.
7. Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements of 45 CFR 164.524.
8. Contractor shall make any amendment(s) to Protected Health Information, pursuant to 45 CFR 164.526, at the request of the County or an Individual, and in the time and manner designated by county policies and procedures in compliance with the Privacy rule.
9. Contractor shall document and make available such disclosures of Protected Health Information required to provide an accounting of disclosures, at the request of an Individual, in accordance with 45 CFR 164.528.
10. Contractor shall make internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for the purposes of determining compliance with the Privacy Rule.

RCHDC
499 Leslie Street
Ukiah, CA 95482

ATTACHMENT A

INVOICE NO:
DATE: Invoice Date

PHONE: (707) 463-1975

To:

COUNTY OF DEL NORTE
DEPARTMENT OF HEALTH & HUMAN SERVICE
880 NORTHCREST DRIVE
CRESCENT CITY, CA 95531
PHONE: (707) 464-3191 FAX: (707) 465-1783

INVOICE

DATE OF SERVICE	HOURS/UNITS OF SERVICE	DESCRIPTION OF SERVICES	SERVICE RATE	AMOUNT

TOTAL DUE					