



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-14

For the meeting of: June 27, 2017

Date: June 13, 2017

To: Board of Supervisors

From: Connie Beck, Director *CB*  
Department of Health and Human Services

Subject: Agreement with Redwood Community Action Agency to provide Temporary Shelter and Support Services to Eligible Adults at the Multiple Assistance Center

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement with Redwood Community Action Agency (RCAA) for the fiscal year 2016-17 to provide temporary shelter and support services to eligible adults at the Multiple Assistance Center (MAC), referred by Department of Health and Human Services (DHHS) programs;
2. Ratify the condition set forth in a Letter of Intent executed on June 28, 2016 by Deputy Director of DHHS that binds the County to reimburse the Contractor a total of One Million Five Hundred Thirty Thousand Five Hundred Ninety Dollars (\$1,530,590.00) for transitional and permanent housing services provided by Contractor between July 1, 2016 and June 30, 2017.
3. Authorize the Chairperson to execute three (3) originals of the agreement; and
4. Direct the Clerk of the Board to route two (2) fully executed originals of the agreement to the DHHS-Contract Unit.

Prepared by Andrew Rix, Staff Services Manager

CAO Approval *[Signature]*

REVIEW:	<i>WRM</i>	County Counsel <i>BD</i>	Human Resources <i>KKS</i>	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. C-21 \_\_\_\_\_

Meeting of: 6/23/2015 \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*

Ayes *Sundberg, Fennell, Bass, Bohn*

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Absent *Wilson*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 27, 2017*

By: *[Signature]*  
Kathy Hayes, Clerk of the Board

DISCUSSION:

From 2008 through June 2015, DHHS assisted the RCAA in its operation of the MAC to serve income eligible families. In 2015 the MAC was repurposed to provide resources and services to offer safe and secure housing with 24-hour supervision, adequate food and clothing, and access to health care to income eligible single adults and couples.

Under the terms of the agreement for fiscal year 2016-17, single adults and couples, who meet income and eligibility requirements established by California Department of Housing and Community Development (HCD) may be referred by DHHS to RCAA for placement at the MAC. RCAA will provide single beds for individuals as determined by DHHS in consultation with RCAA. The flexibility in beds will be based on client mix and staff capacity to serve them efficiently and safely. Housing assistance services to be provided to participants include, but are not limited to: coaching participants on the process of obtaining housing, developing a housing plan in conjunction with DHHS case managers, assisting with completion of applications for housing, transporting participants to view potential housing, completing housing assessment to determine level of housing required, and maintaining a list of current available housing in close coordination with the city who will assist in the identification and development of housing stock. RCAA, in collaboration with DHHS, will establish time tracks for each resident adult to provide housing and services. The term of this agreement is July 1, 2016 through June 30, 2017. This agreement is brought to the Board late due to absences of key staff and insufficient administrative oversight during the negotiation period.

FINANCIAL IMPACT:

The agreement with RCAA to provide services at the MAC Shelter over the period of July 1, 2016 through June 30, 2017 is One Million Five Hundred Twenty-Two Thousand Nine Hundred Fifty-Five Dollars (\$1,522,955). Due to negotiation complications a Letter of Intent was signed for the amount of One Million Five Hundred Thirty Thousand Five Hundred Ninety Dollars (\$1,530,590) to maintain services during negotiations. The \$7,635 difference in costs was due to small budgeting changes during negotiation. Costs for this are funded with federal and local dollars through Intergovernmental Transfers, and were included in the fiscal year 2016-17 county approved budget in fund 1160, budget unit 511. As of April, 2017 RCAA has received \$1,051,025.32 leaving a remaining balance of \$471,929.68. There is no negative impact to the county General Fund.

This agreement provides services that support the Boards Strategic Framework to protect vulnerable populations and create opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

City of Eureka

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve this agreement. DHHS does not recommend this as the MAC has been a key component of the Mobile Intervention and Services Team (MIST) partnership between DHHS and the City of Eureka and Eureka Police Department to temporarily house homeless individuals and couples and move them into permanent housing using Housing First, Rapid Rehousing, and Supportive Housing. The city will be changing the service structure at the facility in FY 2017-18.

ATTACHMENTS:

Attachment 1: Agreement with RCAA for FY 2016-17 (3 originals)

Attachment 2: Letter of Intent dated June 28, 2016

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
REDWOOD COMMUNITY ACTION AGENCY  
FOR FISCAL YEAR 2016-2017**

This Agreement, entered into this 27<sup>th</sup> day of June, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Redwood Community Action Agency, a California not for profit corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, the CITY OF EUREKA and the CONTRACTOR have collaborated in the operation of the Multiple Assistance Center; and

WHEREAS, the CITY OF EUREKA and the CONTRACTOR have requested the COUNTY'S assistance in the operation of the Multiple Assistance Center; and

WHEREAS, the Board of Supervisors has directed that the COUNTY will provide financial support to the CONTRACTOR for its operation of the Multiple Assistance Center for Fiscal Year 2016-17.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Social Services Director or designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin on July 1, 2016 and shall remain in full force and effect until June 30, 2017, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder 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 applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.

C. Insufficient Funding. COUNTY'S obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be

terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Million Five Hundred Twenty-Two Thousand Five Hundred Fifty-Five Dollars (\$1,522,955.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services  
Attention: Leslie Abbott  
507 F Street  
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Social Services  
Attention: Connie Beck, DHHS Director  
507 F Street  
Eureka, California 95501

CONTRACTOR: Executive Director  
Redwood Community Action Agency (RCAA)  
904 G Street  
Eureka, California 95501

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or

procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the CONTRACTOR's provision of services in order to ensure compliance with the requirements of this section.
- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of

professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, 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.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;

2. CONTRACTOR's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation and employee assistance programs; and
  4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:



1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
  3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
  4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Three Million Dollars (\$3,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.
  2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
 Attn: Risk Management  
 825 Fifth Street, Room 131  
 Eureka, California 95501

CONTRACTOR: Executive Director  
 Redwood Community Action Agency (RCAA)  
 904 G Street  
 Eureka, California 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement, including, but not limited to, the applicable local System of Care provisions set forth in Exhibit C – Local System of Care, which is attached hereto and incorporated herein by reference. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by Director and CONTRACTOR.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it 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 as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled

to have a representative present at such interviews. All notices required by this provision shall be given to Director.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements provided herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such

events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. HIPAA BUSINESS ASSOCIATE AGREEMENT:

CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in the "County of Humboldt HIPAA Business Associate Agreement," which is attached hereto as Exhibit C and incorporated herein by reference. A breach of the attached Business Associate Agreement shall constitute a material breach of this Agreement.

39. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

REDWOOD COMMUNITY ACTION AGENCY:

By: (Maurea Eastman) Date: 6/8/17

Name: Maurea Eastman  
Title: Acting Executive Director

By: D. E. Cline Date: 6/8/17

Name: Don Cline  
Title: Finance Director

COUNTY OF HUMBOLDT:

By: Virginia Bass Date: 6/27/17  
Virginia Bass  
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Kaufman Date: 6/15/17  
Risk Analyst

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – County of Humboldt HIPAA Business Associate Agreement

**EXHIBIT A  
SCOPE OF SERVICES  
REDWOOD COMMUNITY ACTION AGENCY  
FOR FISCAL YEAR 2016-2017**

Note: for the purpose of this Exhibit-Scope of Services, “participant,” “resident,” and “client” are used interchangeably.

**1. SERVICES:**

CONTRACTOR in cooperation with COUNTY will provide short term housing and supportive services, including case management and permanent housing services to eligible participants. CONTRACTOR will provide beds at the Multiple Assistance Center (MAC) for adult participants referred for services COUNTY. CONTRACTOR will provide resources and services to meet the basic needs of participants including safe and secure housing with 24-hour supervision, adequate food, access to health care, and transportation to all scheduled appointments for medical and behavioral health care. All referred individuals and couples must meet the income and eligibility requirements established by the California Department of Housing and Community Development (HCD). The flexibility in beds will be based on client mix and staff capacity to serve them efficiently and safely. Pursuant to MAC program requirements, MAC residents are expected to obtain permanent housing within 30 days of entry to the MAC. However, extensions may be granted as appropriate by mutual agreement of COUNTY and CONTRACTOR.

**All referred individuals and couples must meet the income and eligibility requirements established by the California Department of Housing and Community Development (HCD). The flexibility in beds will be based on client mix and staff capacity to serve them efficiently and safely. CONTRACTOR agrees, with the cooperation of COUNTY, to attain and maintain full capacity for 40 adults.**

**2. SCHEDULE:**

Service delivery will be provided by CONTRACTOR from July 1, 2016 through June 30, 2017.

**3. DELIVERABLES:**

**Short term housing services:**

- CONTRACTOR will provide resources and services to meet MAC participants’ basic needs for safe and secure housing with 24 hour supervision, adequate food, and access to health care and transportation to all scheduled appointments for medical and behavioral health care.
- CONTRACTOR will provide beds for 40 adult participants referred by COUNTY from DHHS programs.
- CONTRACTOR will notify COUNTY about the availability of space when a bed becomes available at the MAC.

**Permanent housing services:**



- CONTRACTOR will provide housing assistance to persons referred by COUNTY.
- CONTRACTOR's housing assistance services to be provided include, but are not limited to: coaching participants on process of obtaining housing, developing a housing plan in conjunction with CONTRACTOR and/or COUNTY Case Managers, assisting with completion of applications for housing and transporting participants to view potential housing, completing housing assessment to determine level of housing required, and maintaining a list of current available housing.
- CONTRACTOR will work with COUNTY to formulate all housing documentation for renters.
- CONTRACTOR will advise MAC residents of their need to save income towards security deposits and first month's rent. All MAC residents are expected to contribute to the cost of their placement into permanent housing.
- CONTRACTOR will encourage residents to complete community service activities as their time allows without impacting their housing search. Acceptable community service activities include, but are not limited to: ground maintenance, kitchen duties, general janitorial cleaning, neighborhood trash pick-up, volunteering at community programs such as HOPE Center, and assisting other residents search for housing.
- CONTRACTOR, in cooperation with COUNTY, will develop acceptable Life Skill classes and class schedule. CONTRACTOR will allow COUNTY to audit the Life Skills classes and review the materials used during the classes.
- CONTRACTOR will provide or arrange for the provision of Life Skill classes focused on acquiring and retaining housing. The courses will include, but are not limited to, money management, housing search, tenancy rights and responsibilities, health and nutrition, good neighbor policies, and employment readiness.
- CONTRACTOR will provide ten (10) hours or more of the Life Skill classes to each MAC participant each month.

**Case management services:**

- CONTRACTOR will provide Case Management services to all clients under this contract and work in cooperation with COUNTY Case Managers for clients with serious mental illness.
- If CONTRACTOR determines that a resident individual (or couple), who was referred and placed at the MAC, is inappropriate for living in a shelter setting, CONTRACTOR will arrange a meeting with COUNTY to discuss the issues raised by CONTRACTOR, prior to the removal of the individual or couple from the MAC.
- If CONTRACTOR determines that the behavior of a MAC resident could cause dismissal, CONTRACTOR will work with the COUNTY and resident to ensure meeting the requirements of the participant's housing plan prior to dismissing the resident from the MAC.
- CONTRACTOR and COUNTY will make integrated intervention efforts to reengage MAC participants, who are non-compliant with MAC program requirements. If attempts to reengage a participant are unsuccessful, COUNTY will inform CONTRACTOR that the participant must exit the MAC within two (2) weeks of such notice.

- If CONTRACTOR determines the behavior of a MAC resident warrants immediate removal from the MAC, i.e. resident is endangering staff and/or other residents, CONTRACTOR will ask resident to leave and/or contact law enforcement as appropriate. CONTRACTOR shall notify COUNTY the same day with justification for the action. CONTRACTOR will also provide justification, in writing, as to why resident was asked to leave the MAC, within five (5) days of the date the resident was asked to leave.
- CONTRACTOR will ensure that MAC residents are actively participating in their housing plans.
- CONTRACTOR's Case Management staff and COUNTY's Case Management staff will meet weekly with CONTRACTOR'S Housing Coordinators to assess MAC participants' progress toward completion of their housing plans.
- CONTRACTOR will report to COUNTY whenever MAC participants fail to attend any assigned activity in their housing and case management plan.
- CONTRACTOR will confer with COUNTY regarding any participants residing at the MAC who are not meeting their participation requirements to implement approaches to achieve reasonable participation levels.
- Previously stated above
- CONTRACTOR will inform COUNTY when a MAC participant has successfully completed his/her Housing plan and no longer requires assistance.

**HMIS and documentation requirements:**

- CONTRACTOR will record and track the total number of community service hours completed by each MAC resident and will report the number of community service hours to COUNTY
- CONTRACTOR will enter all required data into the Homeless Management Information System (HMIS) provided by the COUNTY into a computer to be used solely for this purpose.
- CONTRACTOR will adhere to established security and confidentiality protocols regarding collection and distribution of HMIS data.
- CONTRACTOR will collect any required data on health activities and outcomes for all clients and report to COUNTY in a tool to be developed by COUNTY prior to start of this agreement.
- CONTRACTOR will log/record all HMIS client intakes and exits in HMIS computer system within five (5) business days.
- CONTRACTOR will complete the vulnerability assessment tool, as selected by COUNTY, as part of the client intake process for each client and provide COUNTY with a copy of each assessment.
- CONTRACTOR will enter VI-SPDAT (or other tool selected for this purpose) data into HMIS computer system and will scan a paper copy into the MAC resident's HMIS file.
- CONTRACTOR will share client level HMIS data with the COUNTY.
- CONTRACTOR will provide, upon COUNTY'S request, all the CONTRACTOR's documentation pertaining to any participant's case.

**Other requirements:**

- CONTRACTOR and COUNTY will review CONTRACTOR's reports quarterly to assess the goals and objectives of the MAC program for possible corrective action and/or amendment(s).
- CONTRACTOR will provide secure office space, with locking door, that is not accessible to the public or any MAC resident, wherein COUNTY will have access to a computer.

**4. ACCEPTANCE CRITERIA/PERFORMANCE REQUIREMENTS:**

- CONTRACTOR, with the cooperation of COUNTY, will attain and maintain full capacity for 40 adults.
- When fewer than thirty (30) participants are residing in the rooms provided by the CONTRACTOR, CONTRACTOR will contact the COUNTY DHHS/MAC Liaison to discuss the reasons why rooms are unoccupied.
- CONTRACTOR will enable a minimum of fifty (50) MAC residents to obtain permanent housing.

**5. REPORTING REQUIREMENTS:**

- CONTRACTOR will submit a monthly cost report to the DHHS Director in a format approved by COUNTY.
- CONTRACTOR will submit a monthly written reports to the DHHS Director in a format approved by COUNTY. CONTRACTOR will provide reports to COUNTY by the fifteenth of the month after the last day of the report month. The reports shall include but are not limited to:
  - Demographic Report. Information to be reported monthly includes, but is not limited to: gender and age of participants living at the MAC, whether participant(s) is a single or couple, and barriers encountered in acquiring permanent housing and employment.
  - Program Report. Information to be reported monthly includes, but is not limited to: a schedule of Life Skill classes offered at the MAC, the number of residents scheduled to attend these classes, and the actual number of attendees in these classes; report on the community services provided at the MAC including the number of participants and the total number of community service hours; report on services provided by CONTRACTOR regarding, employment, and search for permanent housing.
  - Health Information: Information to be reported monthly includes but is not limited to: Number of residents newly connected to primary health care, number of calls for ambulance service, number of persons transported to hospital emergency rooms, number of residents referred for emergency psychiatric care, number of incidents of surgical procedures and days of recovery, number of residents receiving dental care. CONTRACTOR will also report on number of persons referred, engaged and continuing treatment for mild to moderate mental illness and treatment for substance use disorder (SUD).

- **Management Report.** Information to be reported monthly includes, but is not limited to: the number of individuals that moved into the Multiple Assistance Center and where the individual or couple was living prior to entry; the number of individuals or couples that left the MAC and the type of housing they moved into, establishing that fifty (50) individuals or couples will obtain permanent housing during the year; the number of intake assessments completed; the number of individuals or couples denied residency, and the reasons why residency was denied; the number of residents who were employed during the month, and establishing that five (5) individuals acquire unsubsidized employment during the year; the number of residents who acquired new employment during the month; the number of residents who lost employment during the month; the length of stay for residents; status at the end of each month of the number of COUNTY beds that are occupied.

**6. PLACE OF PERFORMANCE:**

Services will be performed at the MAC located in Eureka, California.

**7. COUNTY RESPONSIBILITIES:**

**Short term housing services:**

- COUNTY will refer adults DHHS program for admission to the MAC.
- COUNTY will work with CONTRACTOR to select appropriate adults for admission to the MAC.

**Permanent housing services:**

- COUNTY will refer individuals to CONTRACTOR for housing assistance.
- COUNTY will work with CONTRACTOR to formulate all housing documentation for renters.
- COUNTY will assist CONTRACTOR to develop acceptable Life Skill classes and class schedule. CONTRACTOR will allow COUNTY to audit the Life Skills classes and review the materials used during the classes.

**Case management services:**

- COUNTY Case Managers will work with clients at the MAC who have serious mental illness, for whom CONTRACTOR will provide Case Management services.
- COUNTY's Case Management staff and CONTRACTOR's Case Management staff will meet weekly with CONTRACTOR'S Housing Coordinators to assess MAC participants' progress toward completion of their housing plans.
- If CONTRACTOR determines that the behavior of a MAC resident could cause dismissal, COUNTY will work with CONTRACTOR and resident to ensure meeting the requirements of the participant's housing plan prior to dismissing the resident from the MAC.
- COUNTY will confer with CONTRACTOR regarding any participants residing at the MAC who are not meeting their participation requirements to implement approaches to achieve reasonable participation levels.

- COUNTY will meet with CONTRACTOR to discuss issues related to MAC residents, identified by CONTRACTOR as inappropriate for living in a shelter setting the issues raised by CONTRACTOR, prior to the residents' exiting/removal from the MAC.
- If COUNTY determines that a MAC resident is non-compliant with his/her housing plan, and has failed to cure the non-compliance issue(s) after ten (10) days, COUNTY will contact CONTRACTOR.
- COUNTY and CONTRACTOR will make integrated intervention efforts to reengage MAC participants, who are non-compliant with MAC program requirements. If attempts to reengage a participant are unsuccessful, COUNTY will inform CONTRACTOR that the participant must exit the MAC within two (2) weeks of such notice.

**HMIS and documentation requirements:**

- COUNTY will select the vulnerability assessment tool to be completed as part of the intake process by CONTRACTOR
- COUNTY will provide CONTRACTOR access to HMIS system for logging HMIS data.
- COUNTY will provide the reporting tool CONTRACTOR will use to collect required data on health activities and outcomes for all clients.
- COUNTY will approve the format for CONTRACTOR's monthly written (narrative) progress report

**Other requirements:**

- COUNTY and CONTRACTOR will review CONTRACTOR's reports quarterly to assess the goals and objectives of the MAC program for possible corrective action and/or amendment(s).
- COUNTY will provide CONTRACTOR with a computer to be used only for logging and maintaining HMIS data.

**EXHIBIT B  
SCHEDULE OF RATES  
REDWOOD COMMUNITY ACTION AGENCY  
FOR FISCAL YEAR 2016-2017**

**1. RATE OF COMPENSATION:**

The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Million Five Hundred Twenty-Two Thousand Five Hundred Fifty-Five Dollars (\$1,522,955.00).

CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.

CONTRACTOR shall submit an itemized invoice monthly to the COUNTY, with details documenting the days of services rendered (County does not pay day out) per client and fees owing under this Agreement. Invoices will be mailed to:

COUNTY: Humboldt County DHHS  
Attention: Social Services Finance  
507 F Street, CB Unit  
Eureka, CA 95501.

All identification and supporting documents shall be kept by the CONTRACTOR for a period of three (3) years and made available to the Department of Health and Human Services (DHHS) staff for the purposes of audit upon request.

Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices.

**2. EXPENSES:**

**Section I**

**A. Personnel Expenses**

TYPE	QTY	SALARY PER HOURLY RATE	% TIME (FTE)	CALCULATION
Client Services Specialist	12	12.72	100%	317,491
Client Services Specialist II	2	13.25	100%	55,120
Housing Coordinator	2	14.05	100%	58,448
Assistant Housing Coordinator	1	13.52	100%	28,122
Program Coordinator	2	17.26	100%	71,802
Program Manager	1	18	100%	37,440
Case Manager	2	13.5	100%	56,160
Cook	3	11.13	100%	69,451
Lead Cook	1	12.46	100%	25,917
Kitchen Manager	1	13.78	100%	28,662
Building Maintenance	1	15.9	0.6	19,843
Administrative Services	1	13.25	0.75	20,670
Operations Manager	1	19.1	0.4	15,891

Deputy Director Adult & Family Services	1	26	0.5	27,040
Community Services Director	1	37.64	0.05	3,915
			<b>Subtotal</b>	<b>835,972</b>
<b>B. Personnel Fringe Benefits</b>				<b>CALCULATION</b>
Benefits - SSI, FICA, SUI, WC, Vacation, Health Insurance	28.9 FTE		39%	326,029
			<b>Subtotal</b>	<b>326,029</b>
<b>SECTION I TOTAL</b>				<b>1,162,001</b>
<b>Section II</b>				
<b>C. Travel</b>				<b>CALCULATION</b>
Transportation Mileage reimbursement	52/wks	230 Miles per week.	0.535	6,399
NOTE: Transportation includes mileage reimbursement at the current federal rate of .535 per mile. Mileage is estimated at 230 per week for 52 weeks. This includes repair, maintenance, fuel, etc.				
Vehicle registration & insurance		\$790/registrations + \$5990/ins.		6,780
			<b>Subtotal</b>	<b>13,179</b>
<b>D. Staff Training</b>				
Staff Development and Training		Trainings - Annual CPR, First Aid, etc.		2,500
			<b>Subtotal</b>	<b>2,500</b>
<b>E. Other Program Operating Costs</b>				<b>CALCULATION</b>
Building & maintenance supplies		Fire suppression & sprinkler system maintenance, floor wax service, security system maintenance, etc.		3,191
Fingerprinting/DMV/TB Testing/Food Handler Cert.	16/pp	\$25/live scan, \$5/DMV, \$25/TB, \$15/FHC = \$45/ave		720
Employee recruitment advertising	6/wks	\$210/wk.		1,260
Linens/cleaning supplies	12/mos	885/mo linens & cleaning supplies		10,620
Communications - phones, internet, tv, etc.	12/mos	\$48/cell phone x 9.5/phones + \$210/bundle		7,992
Consumables - Keys, locks, printer cartridges, postage, etc.	12/mos	\$350/mo		4,200
Office Supplies - pens, pencils, paper, clips, etc.	12/mos	\$386/mo		4,632
Space - storage	12/mos	\$154.00 mo		1,848
Utilities - PGE, water, garbage, toxic waste, security system, etc.	12/mos	\$4075/mo		48,900
Copier rental & maintenance	12/mos	\$135/mo		1,620
Food	52/wks	\$1038/mo		53,976
Kitchen consumables	12/mos	Cleaning supplies, plates, flatware, napkins, etc. Estimated at \$416/mo		4,992
Kitchen Repairs & Maintenance		Maintenance and repairs due to normal wear/tear on equipment, inspections, etc.		3,000
Insurance		Agency insurance costs specific to this agreement.		27,905
			<b>Subtotal</b>	<b>174,856</b>
<b>SECTION II TOTAL</b>				<b>190,535</b>
		<b>Direct Program Operations Cost (A, B, C, D, E)</b>		<b>1,352,535</b>
		<b>Administrative Fee - 12.6%</b>		<b>170,419</b>
		<b>Total Program Costs</b>		<b>1,522,955</b>

**EXHIBIT C**  
**COUNTY OF HUMBOLDT**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**  
**REDWOOD COMMUNITY ACTION AGENCY**  
**FOR FISCAL YEAR 2016-2017**

**Recitals:**

- A. COUNTY, as a “Covered Entity” (defined below) wishes to disclose certain information to CONTRACTOR, hereafter known as the “BUSINESS ASSOCIATE” (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires COUNTY to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R”) and contained in this Agreement.

The parties agree as follows:

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.



- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY's behalf.
- l. **Security Incident** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## 2. **Obligations of Business Associate**

- a. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the

purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.i. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- c. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. **Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under state law [California Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- g. **Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to

COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- h. **Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.
- i. **Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BUSINESS ASSOCIATES, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- k. **Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- l. **Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and

any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- n. **Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

### 3. Termination

- a. **Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(i)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall

certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

4. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.





*A Head for Insurance. A Heart for Nonprofits.*

POLICY NUMBER: 2016-04653

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT  
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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**A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

**B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

**D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
  - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.

- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.





Humboldt County  
Department of  
Health & Human  
Services

Administration  
Connie Beck, Director  
507 F Street, Eureka, CA 95501  
phone: (707) 441-5400 | fax: (707) 441-5412

June 28, 2016

Letter of Intent

Ms. Val Martinez, Executive Director  
Redwood Community Action Agency (RCAA)  
904 G Street  
Eureka, California 95501

Dear Ms. Val Martinez:

To avoid a potential gap in services, this Letter of Intent sets forth the intent of the Humboldt County Department of Health and Human Services (DHHS) to contract with Redwood Community Action Agency (RCAA) to provide transitional housing and permanent housing supportive services at the Multiple Assistance Center (MAC) to eligible single adult clients referred to RCAA by DHHS programs, while the parties complete the pending contract.

Services shall commence July 1, 2016 and continue from the time of the contract effective date until June 30, 2017.

DHHS agrees to reimburse RCAA for the services provided as set forth in Attachment A.

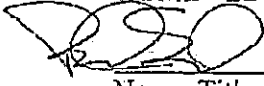
The parties agree that maximum payment for these services is not anticipated to exceed One Million Five Hundred Thirty Thousand Five Hundred Ninety Dollars (\$1,530,590.00); however, this payment amount is still under review and may change as mutually agreed by the parties during the final ~~negotiation process~~ *Negotiation*.

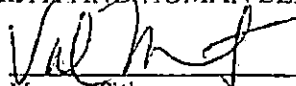
Please sign this Letter of Intent and return to Trevis Green, Deputy Director of Finance, at Humboldt County DHHS, 507 F Street, Eureka, CA 95501, via facsimile fax (707) 441-5590 with original signature to follow.

If there are any questions or concerns, please contact Trevis Green at (707) 441-5422 or by email at [tgreen@co.humboldt.ca.us](mailto:tgreen@co.humboldt.ca.us)

Sincerely,

HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

  
Name, Title William Asst Dir 6/28/16  
DA/B Date

  
Name, Title Val Martinez 6/28/16  
Executive Director Date

Mental Health  
phone: (707) 268-2990  
fax: (707) 476-4049

Public Health  
phone: (707) 445-6200  
fax: (707) 445-6097

Social Services  
phone: (707) 476-4700  
fax: (707) 441-2096

**Attachment A: Scope of Work – proposed Deliverables:**

**Transitional housing services:**

- CONTRACTOR will provide resources and services to meet MAC participants' basic needs for safe and secure housing with 24 hour supervision, adequate food, and access to health care and transportation to all scheduled appointments for medical and behavioral health care.
- CONTRACTOR will provide beds for 40 adult participants referred by COUNTY from DHHS programs.
- CONTRACTOR will notify COUNTY about the availability of space when a bed becomes available at the MAC.

**Permanent housing services:**

- CONTRACTOR will provide housing assistance to persons referred by COUNTY.
- CONTRACTOR's housing assistance services to be provided include, but are not limited to: coaching participants on process of obtaining housing, developing a housing plan in conjunction with CONTRACTOR and/or COUNTY Case Managers, assisting with completion of applications for housing and transporting participants to view potential housing, completing housing assessment to determine level of housing required, and maintaining a list of current available housing.
- CONTRACTOR will work with COUNTY to formulate all housing documentation for renters.
- CONTRACTOR will advise MAC residents of their need to save income towards security deposits and first month's rent. All MAC residents are expected to contribute to the cost of their placement into permanent housing.
- CONTRACTOR will encourage residents to complete community service activities as their time allows without impacting their housing search. Acceptable community service activities include, but are not limited to: ground maintenance, kitchen duties, general janitorial cleaning, neighborhood trash pick-up, volunteering at community programs such as HOPE Center, and assisting other residents search for housing.
- CONTRACTOR, in cooperation with COUNTY, will develop acceptable Life Skill classes and class schedule. CONTRACTOR will allow COUNTY to audit the Life Skills classes and review the materials used during the classes.
- CONTRACTOR will provide or arrange for the provision of Life Skill classes focused on acquiring and retaining housing. The courses will include, but are not limited to, money management, housing search, tenancy rights and responsibilities, health and nutrition, good neighbor policies, and employment readiness.
- CONTRACTOR will provide ten (10) hours or more of the Life Skill classes to each MAC participant each month.



**Case management services:**

- CONTRACTOR will provide Case Management services to all clients under this contract and work in cooperation with COUNTY Case Managers for clients with serious mental illness.
- If CONTRACTOR determines that a resident individual (or couple), who was referred and placed at the MAC, is inappropriate for living in a shelter setting, CONTRACTOR will arrange a meeting with COUNTY will meet to discuss the issues raised by CONTRACTOR, prior to the removal of the individual or couple from the MAC.
- If CONTRACTOR determines that the behavior of a MAC resident could cause dismissal, CONTRACTOR will work with the COUNTY and resident to ensure meeting the requirements of the participant's housing plan prior to dismissing the resident from the MAC.
- CONTRACTOR and COUNTY will make integrated intervention efforts to reengage MAC participants, who are non-compliant with MAC program requirements. If attempts to reengage a participant are unsuccessful, COUNTY will inform CONTRACTOR that the participant must exit the MAC within two (2) weeks of such notice.
- If CONTRACTOR determines the behavior of a MAC resident warrants immediate removal from the MAC, i.e. resident is endangering staff and/or other residents, CONTRACTOR will ask resident to leave and/or contact law enforcement as appropriate. CONTRACTOR shall notify COUNTY the same day with justification for the action. CONTRACTOR will also provide justification, in writing, as to why resident was asked to leave the MAC, within five (5) days of the date the resident was asked to leave.
- CONTRACTOR will ensure that MAC residents are actively participating in their housing plans.
- CONTRACTOR's Case Management staff and COUNTY's Case Management staff will meet weekly with CONTRACTOR'S Housing Coordinators to assess MAC participants' progress toward completion of their housing plans.
- CONTRACTOR will report to COUNTY whenever MAC participants fail to attend any assigned activity in their housing and case management plan.
- CONTRACTOR will confer with COUNTY regarding any participants residing at the MAC who are not meeting their participation requirements to implement approaches to achieve reasonable participation levels.



- If CONTRACTOR determines the behavior of a MAC resident warrants immediate removal from the MAC, i.e. resident is endangering staff and/or other residents, CONTRACTOR will ask resident to leave; for such occurrence, CONTRACTOR will notify COUNTY the same day with justification for the action. CONTRACTOR will also provide justification, in writing, as to why resident was asked to leave the MAC, within five (5) days of the date the resident was asked to leave.
- CONTRACTOR will inform COUNTY when a MAC participant has successfully completed his/her Housing plan and no longer requires assistance.

**HMIS and documentation requirements:**

- CONTRACTOR will record and track the total number of community service hours completed by each MAC resident and will report the number of community service hours to COUNTY.
- CONTRACTOR will enter all required data into the Homeless Management Information System (HMIS) provided by the COUNTY into a computer to be used solely for this purpose.
- CONTRACTOR will adhere to established security and confidentiality protocols regarding collection and distribution of HMIS data.
- CONTRACTOR will collect any required data on health activities and outcomes for all clients and report to COUNTY in a tool to be developed by COUNTY prior to start of this agreement.
- CONTRACTOR will log/record all HMIS client intakes and exits in HMIS computer system within five (5) business days.
- CONTRACTOR will complete the vulnerability assessment tool, as selected by COUNTY, as part of the client intake process for each client and provide COUNTY with a copy of each assessment.
- CONTRACTOR will enter VI-SPDAT (or other tool selected for this purpose) data into HMIS computer system and will scan a paper copy into the MAC resident's HMIS file.
- CONTRACTOR will share client level HMIS data with the COUNTY.
- CONTRACTOR will provide, upon COUNTY'S request, all the CONTRACTOR'S documentation pertaining to any participant's case.

**Other requirements:**

- CONTRACTOR and COUNTY will review CONTRACTOR'S reports quarterly to assess the goals and objectives of the MAC program for possible corrective action and/or amendment(s).
- CONTRACTOR will provide secure office space, with locking door, that is not accessible to the public or any MAC resident, wherein COUNTY will have access to a computer.

