

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
BETTY KWAN CHINN HOMELESS FOUNDATION**

This Agreement, entered into this 18 day of June, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Betty Kwan Chinn Homeless Foundation a California not for profit corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services ("DHHS – Social Services"), desires to retain the services of CONTRACTOR to provide support services via its Day Center program and/or temporary shelter services via its "Betty's House" program to homeless DHHS referred families; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR has represented that it is qualified to perform such services.

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, 2019 and shall remain in full force and effect until June 30, 2020, 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 Six Hundred Twenty-Five Thousand Five Hundred Eighty-Three Dollars (\$625,583.00). 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 quarterly 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: Fiscal Services
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: Director of Programs
507 F Street
Eureka, California 95501

CONTRACTOR: Betty Kwan Chinn Homeless Foundation
Attention: Betty Chinn
P.O. Box 736
Eureka, California 95502-0736

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. CONTRACTOR shall also submit all reports in the following format: one (1) electronic copy that complies with the Americans with Disabilities Act of 1990 and any other applicable accessibility laws, standards, regulations, policies and procedures.

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. Bests 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.

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: Betty Kwan Chinn Homeless Foundation
Attention: Betty Chinn
P.O. Box 736
Eureka, California 95502-0736

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. 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 3D – 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. 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.

39. COUNTERPART EXECUTION:

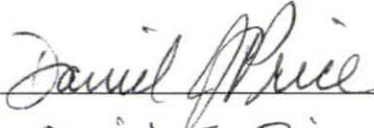
This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

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.

BETTY KWAN CHINN HOMELESS FOUNDATION:

By: 

Date: 5/10/19

Name: Daniel J. Price

Title: President of Board


By: 

Date: 5/16/19

Name: David W. Tyson

Title: Treasurer

COUNTY OF HUMBOLDT:

By: 
Rex Bohn
Chair, Humboldt County Board of Supervisors

Date: 6/18/19

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 05/17/2019

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Local System of Care

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EXHIBIT A
SCOPE OF SERVICES
Betty Kwan Chinn Homeless Foundation
Day Center Program
Fiscal Year 2019-20

The Betty Kwan Chinn Day Center and Betty's Shower will provide services and supports to DHHS-Social Services clients at the Betty Kwan Chinn Day Center.

1. SERVICES:

The Betty Kwan Chinn Day Center offers numerous supports and services to those experiencing homelessness in Humboldt County. Betty's Shower, a shower facility, provides showers to those experiencing homelessness. Many of the clients served by the Day Center and Betty's Shower are DHHS-Social Services clients with CalWORKs and/or Child Welfare Services (CWS) involvement. Stability is critical to a family's ability to address barriers to self-sufficiency and/or allegations of abuse or neglect. The Betty Kwan Chinn Day Center assists families with the process of finding permanent housing which also addresses issues with self-sufficiency or allegations of abuse or neglect.

a. Services provided include but are not limited to:

- i. Phone and Mail Services – Access to make outgoing calls, receive phone messages, and use of the Day Center as a mailing address.
- ii. Learning Center – Consists of ten (10) computers available for job and housing research as well as other business purposes such as benefit enrollment, transportation information, and resource information. The ability to conduct a housing or job search from where clients can receive multiple other services increases access to those who may not access single source providers.
- iii. Parenting Classes - These 6-week courses focus on conscious parenting strategies and are offered free of charge to participants; sign-ups are open to the public. Topics covered include non-violent communication, conflict resolution, self-awareness, self-care, child awareness, and care of the child. Hours spent in these classes may be credited toward open cases through CWS or the court system.
- iv. Computer Skills Classes – In these 4-week classes, students are taught how to create and save documents, use a word processor, work with files, navigate the internet, and set up/use a personal email account. Classes are held twice a week at the Day Center, with one of our staff members serving as the course instructor.
- v. Cell Phone Distribution – The Day Center hosts a representative from Humboldt Lifeline to conduct sign-ups and distribute the devices, which are functional for up to one year with the option to re-qualify. This program is currently ongoing and open to any individual (client or otherwise) who receives benefits such as CalFresh, GR, or SSI.
- vi. Temporary Housing Program - Attached to the Day Center is a two-bedroom apartment used for the Temporary Housing Program. In exchange for living rent-free, participants are required to complete 20 hours of volunteer work per week in at least one of the Betty Kwan Chinn Homeless Foundation programs. This program enables participants to generate savings before moving into more permanent housing and can provide shelter for up to 5 individuals at one time.

- vii. Employment Services – Pathway to Payday is an employment readiness program that covers job referrals, résumé assistance, interview techniques, and job search support. Staff are available daily to help create job search materials and attain right-to-work documents. Multiple opportunities through multiple venues in Humboldt County to achieve employment readiness increase the options for clients to pursue a path to self-sufficiency.
- viii. Project UPLIFT Eureka - partnership program with the city of Eureka designed to empower participants to reclaim independence through work program opportunities, ongoing direct support, and resource management. Participants have weekly meetings to discuss their progress and challenges, as well as work on their personal budgets. In addition, participants meet one-on-one with a volunteer, or “copilot”, who assists them in obtaining necessary documents, arranging appointments, or finding transportation. Participants also have the opportunity to work on a team doing a variety of city beautification projects with increasing benefits (such as grocery gift cards and cash stipends) and responsibilities as they progress through the program.
- ix. Professional Clothing Closet – Available to clients who have job interviews or need professional clothing.
- x. After School Program – After school program for children in kindergarten through fifth grade, open Monday through Friday until 5:30 p.m. This program is for families experiencing homelessness, unstably housed families, and children in foster care. The program offers homework help, one-on-one tutoring, field trips, snacks, art activities, educational experiences, dinner, and transportation to their residence. For many children and families experiencing homelessness, the Betty Kwan Chinn Day Center after school program provides critical continuity and stability.
- xi. Referrals – Staff provide clients with referrals to outside resources, such as St. Vincent de Paul, the Rescue Mission, Family Resource Centers, Nurse Family Partnership, and other programs from which clients may benefit.
- xii. Homeless Court – Homeless Court is held at the Day Center once every two (2) months or as warranted. Homeless Court allows clients to convert fines owed due to citations/infractions into community service or program participation hours.
- xiii. Identification – Day Center staff assist clients with obtaining their birth certificate and California identification. Identification fee waivers are provided to clients to ensure free acquisition of government identification.
- xiv. Betty’s Shower – Showers are available for those experiencing homelessness. This service supports families working towards self-sufficiency or addressing allegations of neglect by ensuring proper hygiene. The showers are open three days a week to the public and on weekends to residents of Betty’s Village. The showers are staffed and cleaned by employees of the Day Center.

2. REPORTING REQUIREMENTS:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by county, state, or federal agencies for compliance with this Agreement. CONTRACTOR will provide attendance numbers for children participating in Day Center activities, children participating in CalWORKs, or children involved with CWS when the information is available.

SCOPE OF SERVICES

Betty Kwan Chinn Homeless Foundation
Betty's House Program
Fiscal Year 2019-20

1. FOUNDATION will provide shelter services for up to ten (10) eligible homeless families. FOUNDATION will serve families referred by COUNTY from CalWORKs and Child Welfare Services programs. All referred families must meet minimum entrance criteria and eligibility requirements established by FOUNDATION and COUNTY. FOUNDATION agrees, with the cooperation of COUNTY, to attain and maintain full capacity. Full capacity will be determined based on size of families residing in Betty's House (hereinafter referred to as "SHELTER"). For the purposes of this Scope of Services, the terms "participant," "resident," "client," or "family" may be used interchangeably to refer to a participating family.
2. Eligible participants will be placed at SHELTER using minimum entrance criteria and eligibility requirements agreed upon by COUNTY and FOUNDATION. These criteria include, but are not limited to:
 - a) Adults in the family will be employed or actively seeking employment;
 - b) School aged children in the family will be attending school or in the enrollment process;
 - c) All family members must be comfortable living in a communal setting;
 - d) The family is actively receiving CalWORKs benefits or has an open CWS case;
 - e) No family member is a registered sex offender as outlined in California Penal Code § 290
3. FOUNDATION will contact referred families via telephone and schedule assessment interviews to determine if participants meet minimum program entrance criteria and program eligibility as described in paragraph two (2) above. If, after three (3) attempts, FOUNDATION staff are unable to contact a referred family via telephone or, if a referred family fails to attend the assessment interview after two (2) scheduling attempts without contacting FOUNDATION to reschedule, FOUNDATION will close the referral and the family will need to restart the referral process.
4. FOUNDATION will complete face-to-face interviews with potential participants to determine if participants meet minimum program entrance criteria and program eligibility requirements as described in paragraph two (2) above.
5. When a bed becomes available at the SHELTER, FOUNDATION will notify COUNTY about the availability of bed space.
6. FOUNDATION will enter all required data into the Homeless Management Information System (HMIS) provided by the COUNTY into a secure computer. FOUNDATION agrees to adhere to established security and confidentiality protocols regarding collection and distribution of HMIS data. FOUNDATION agrees to share aggregate HMIS data with the COUNTY.
7. Families residing in SHELTER will be required to participate in Savings/Budget programs provided by FOUNDATION. Families will be required to save and utilize income at the rates outlined in the chart below and via discussions between family, COUNTY, and FOUNDATION.

Monthly Family Income:	\$0 - \$500	\$501 - \$1,000	\$1,000+
Family Savings:	70%	75%	80%
Family Use:	30%	25%	20%

8. FOUNDATION, to the extent possible, will accommodate any participant's special dietary requirements.
9. If FOUNDATION determines the behavior of a participant warrants immediate removal from the SHELTER, i.e. participant is endangering staff and/or other participants, FOUNDATION will ask the participant to leave the SHELTER and, if necessary, call for emergency services by dialing 911. FOUNDATION shall notify COUNTY the same day with justification for the action. FOUNDATION will also provide justification, in writing to the referring case manager, as to why the participant was asked to leave the SHELTER within two (2) business days of the date the participant was asked to leave.
10. FOUNDATION will meet monthly with COUNTY staff to discuss participant progress and determine future participant goals, including but not limited to:
 - a) Budgeting including savings and debt reduction;
 - b) Housing searches including applying for housing;
 - c) Acquiring necessary documentation (e.g. birth certificates, Social Security Cards, government identification, etc.)
11. FOUNDATION will provide weekly reports in a format approved by COUNTY to: the Social Services Deputy Director and Social Services Deputy Director's Analyst. The report includes but is not limited to:
 - a) Demographics Report: Information to be reported weekly includes, but is not limited to:
 - the last name of the referred client(s);
 - the number of adults in the family;
 - the number of children in the family (including unborn children);
 - the family's HMIS Identification Number;
 - the dates of birth of children participating in the program;
 - the referral source and the date the referral was received;
 - the family's income; and
 - the family's total debt and credit score
 - b) Sheltered Families Report: Information to be reported weekly includes, but is not limited to:
 - the date the family moved into the SHELTER;
 - the family's length of stay at the SHELTER as of the report date;
 - a report on case management services provided regarding: employment, search for permanent housing including the number of properties viewed and applied for, landlords contacted, budgeting program progress, etc.;

- the number of residents who acquired new employment;
 - the number of residents who lost employment;
 - the number of residents attending school; and
 - any and all benefit programs applied to and when
- c) **Housed Families Report:** Information to be reported weekly includes, but is not limited to:
- the total number of residents who left the program and the type of housing entered;
 - the date the family exited the SHELTER and the number of days the family was sheltered;
 - the date permanent housing was acquired;
 - monthly income of housed families at time of exit; and
 - the family's total debt and credit score at the time of exit
- d) **Declined or Not Accepted Report:** Information to be reported weekly includes, but is not limited to:
- whether the family declined to enter the SHELTER or if they were not accepted into the SHELTER; and
 - the reason(s) why the family did not enter the SHELTER
- e) **Exited Families Report:** Information to be reported weekly includes, but is not limited to:
- whether the family's exit was voluntary or involuntary
 - the date the family entered the SHELTER;
 - the date the family exited the SHELTER;
 - the length of stay in the SHELTER;
 - any case management services provided as described in b) above;
 - the family's monthly income at the time of exit;
 - the family's savings, debt, and credit score at the time of exit; and
 - the reason the family exited early from the program
- f) **Closed Referrals Report:** Information to be reported weekly includes, but is not limited to:
- the date the referral was received;
 - the dates and times FOUNDATION staff attempted to contact family;
 - the date the referral was closed; and
 - the reason the referral was closed

COUNTY will, with information provided weekly by FOUNDATION, generate a Management Report summarizing information provided by FOUNDATION in its weekly report. COUNTY will generate a Quarterly Report to provide to FOUNDATION that will be used to assess SHELTER program progress during meetings between FOUNDATION and COUNTY. CONTRACTOR shall also submit all reports in the following format: one (1) hard copy and one (1) electronic copy that complies with the Americans with Disabilities Act of 1990 and any other applicable accessibility laws, standards, regulations, policies and procedures.

EXHIBIT B
Budget
Day Center and Betty's House Programs

<i>Descriptions</i>	<i>Amounts</i>
A. Personnel Costs	
Title: Program Managers Salary Calculation: 1.82 FTE x \$19.21/hr x 40 hrs/week x 52 weeks	\$72,711
Title: Lead Case Manager Salary Calculation: 1.0 FTE x \$25.04/hr x 40 hrs/week x 52 weeks	\$52,084
Title: Case Manager Salary Calculation: 1.0 FTE x \$21.33/hr x 40 hrs/week x 52 weeks	\$44,366
Title: Program Support Specialists Salary Calculation: 3.2 FTE x \$16.59/hr x 40 hrs/week x 52 weeks	\$110,423
Title: Children's Program Coordinator Salary Calculation: .625 FTE x \$15.35/hr x 40 hrs/week x 52 weeks	\$19,958
Title: Children's Program Driver Salary Calculation: .375 FTE x \$16.59/hr x 40 hrs/week x 52 weeks	\$12,940
Title: Shower Assistant Salary Calculation: .45 FTE x \$14.22/hr x 40 hrs/week x 52 weeks	\$13,310
Title: Front Desk Attendant Salary Calculation: 1.0 FTE x \$12.04/hr x 40 hrs/week x 52 weeks	\$25,042
Title: Executive Director Salary Calculation: .35 FTE x \$31.39/hr x 40 hrs/week x 52 weeks	\$22,848
Title: Kitchen Assistant Salary Calculation: .50 FTE x \$15.40/hr x 40 hrs/week x 52 weeks	\$16,021
Worker's Compensation Insurance	\$14,279
Total Personnel Costs:	\$403,982
B. Benefits Costs	
Title: Medical Insurance Calculation: \$400/month for full time employees	\$33,600
Total Benefits Costs:	\$33,600
C. Operational Costs	
Title: Utilities for Betty's Showers Calculation: \$400/month x 12 months	\$4,800
Title: City of Eureka water and sewer Calculation: \$441.67/month x 12 months	\$5,300
Title: PG&E Calculation: \$1,301.67/month x 12 months	\$15,620
Title: Recology Calculation: \$455/month x 12 months	\$5,460
Title: Mission Linen Calculation: \$525 x 12 months	\$6,300
Title: Suddenlink Calculation: \$415/month x 12 months	\$4,980
Title: Cleaning services Calculation: \$833.33/month x 12 months	\$10,000
Title: Water Delivery Calculation: \$120/month x 12 months	\$1,440
Title: Building security/fire extinguisher servicing and maintenance Calculation: \$125/month x 12 months	\$1,500
Title: Eureka Oxygen annual service/upgrade Calculation: \$66.67/month x 12 months	\$800
Title: Building maintenance Calculation: \$583.33/month x 12 months	\$7,000
Title: Habitability funding Calculation: \$166.67/month x 12 months	\$2,000
Title: Insurance Calculation: \$750/month x 12 months	\$9,000
Title: Property taxes Calculation: \$66.67/year	\$800
Total Operational Costs:	\$75,000
D. Consumables/Supplies	
Title: Food Calculation: \$2,185.83/month x 12 months	\$26,230

EXHIBIT C
LOCAL SYSTEM OF CARE
Betty Kwan Chinn Homeless Foundation
Fiscal Year 2019-20

Child services are part of the local System of Care (SOC), therefore PROVIDER will operate within all applicable principles of the local SOC:

1. Providing effective, community-based services and supports for children and their families which coordinate with other systems to address their emotional, social, educational, and physical needs, including traditional and nontraditional services as well as natural and informal supports.
2. Provide individualized services in accordance with the unique potentials and needs of each child and family, guided by a strengths-based planning process and an individualized service plan developed in true partnership with the child and family.
3. Ensure that services and supports include evidence-informed, promising practices, and/or interventions supported by practice-based evidence, as agreed upon with COUNTY, to ensure the effectiveness of services and to improve outcomes for children and their families. This includes selecting, training, and implementing practices with fidelity and tracking of outcomes associated with intervention using a standardized outcome measurement tool(s).
4. Deliver services and supports within the least restrictive, most normative environments that are clinically appropriate.
5. Ensure that families, other caregivers, and youth are full partners in all aspects of the planning and delivery of their own services. PROVIDER is also encouraged to include family and youth voice in development and implementation of policies and procedures that govern care for children and youth in their organization.
6. Ensure that services are well coordinated with other child-serving agencies with which the child/family may be involved to assure integrated care management.
7. Practice and/or engage with care management at the service level to ensure that multiple services are delivered in a coordinated and therapeutic manner and that children and their families can move through the system of services in accordance with their changing needs.
8. Provide developmentally appropriate mental health services and supports that promote optimal social-emotional outcomes for young children and their families in their homes and community settings when the PROVIDER serves children 0-5 years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth age 18 to 21 years to adulthood and to the transition age youth and adult service systems as needed.
10. Encourage participation in local mental health promotion, prevention, and early identification and intervention opportunities.

11. Incorporate continuous accountability and quality improvement mechanisms to track, monitor, and manage the quality, effectiveness, and outcomes at the program level, practice level, and child and family level.
12. Protect the rights of children and families and promote effective advocacy efforts.
13. Provide services and supports without regard to race, religion, national origin, gender, gender expression, sexual orientation, physical disability, socio-economic status, geography, language, immigration status, or other characteristics, and ensure that services are sensitive and responsive to these differences.