

COUNTY OF DEL NORTE

Department of Health and Human Services
880 Northcrest Drive
Crescent City, CA 95531

REQUEST FOR PROPOSALS

Psychotherapy Services



Notice is Given - The Del Norte County Department of Health and Human Services will receive Proposals for Psychotherapy Services.

Date of RFP Issue – July 20, 2020

Proposals Submission Deadline August 19, 2020

Mail your Proposals to:

Attn: Crystal Nielsen
Del Norte County Department of Health and Human Services
880 Northcrest Drive
Crescent City CA 95531

PROPOSALS SUBMITTAL

Respondents must submit three (3) originals signed by the individual or authorized representative. All proposals shall be submitted on letter-sized media, pages numbered numerically, preferably on recycled paper. The outside of the submission envelope must be sealed and clearly marked "REQUEST FOR PROPOSALS – Psychotherapy Services". Proposals must be submitted to Del Norte County Department of Health and Human Services, Attn: Crystal Nielsen, 880 Northcrest Drive, Crescent City, California, 95531, and **received no later than August 19, 2020 at 5:00 p.m.**

Questions regarding the RFP content shall be submitted by email to Crystal Nielsen at cn Nielsen@co.del-norte.ca.us or 707-464-3191 no later than **August 19, 2020 at 5:00 p.m.** Respondents should also email the above address to register to receive any addendum.

The County reserves the right to request any provider submitting a proposal to clarify the submittal or to supply additional information necessary to assist in the selection process.

The County may deem it necessary to interview applicants and retains the right to interview applicants as part of the selection process.

The County reserves the right to reject any and/or all submittals at its discretion for any reason.

PROPOSAL PURPOSE

It is the intent of this Request for Proposals (RFP) to secure the services of a qualified vendor to provide the following services: Batterers Intervention Program; Social Services/Vendor designed Pre-Child Abuse Prevention Treatment Program; Child Abuse Prevention Treatment Program (CAPTP); Anger Management Program (AMP) and Psychotherapy Services.

The Vendor shall provide their own space, furniture, fixtures, utilities, housekeeping, security and other similar items necessary for the operation services.

SCOPE OF SERVICES AND DUTIES:

Respondents shall state services that will be provided and shall describe how they propose to provide these services. Respondents shall also provide a Fee Schedule for all services to be provided.

1. BIP – (Batterers Intervention Program - A State Penal Code Program)

VENDOR shall provide certified Domestic Violence Offender Treatment Services. This is a minimum 52-week program meets State requirements for a batterer's treatment program. Clients will access the program through referral by Social Services based on needs identified. VENDOR will provide treatment for those clients who have committed domestic violence and have a belief

system that gives them the permission to use violence to solve their problems and subsequently gives them the results desired. One of the primary goals of the VENDOR in the treatment is for the batterer to become accountable for their behavior and to become empathetic towards their victim.

2. **Pre Child Abuse Prevention Treatment Program - A Social Services/Vendor Designed Program & Child Abuse Prevention Treatment Program (CAPTP)**

VENDOR shall provide a 1 1/2 hour group of up to eight clients who are receiving child welfare services on an investigative or voluntary basis. The Social Services/Vendor designed group utilizes Motivational Interviewing and Evidence-Based Practices framework to invest clients in a Psycho-educational curriculum. Clients will be able to define child abuse and neglect and identify high risk situations. They will learn anger management skills and developmentally appropriate expectations for their children. They will be encouraged to develop assertive discipline and positive parenting techniques, and they will be able to identify healthy life style skills and the importance of modeling for their children. In addition, the Social Services/Vendor designed group will provide clients with a safe and structured environment to begin to explore accountability.

The VENDOR shall also provide certified child abuse prevention treatment (CAPTP) for parents and caregivers who have been convicted of child abuse or referred by Child Welfare Services (CWS). This program will seek to expand client knowledge of child development, the effect of abuse and neglect, including witnessing violence and parents' addictions. Parents' addictions are viewed in this group as a form of child neglect. It shall provide parents with anger management and healthy parenting skills. This program shall meet the requirements as the CAPTP, which is primarily a 52 week minimum session mandate for attendance.

3. **Anger Management**

VENDOR shall provide 18-weeks of individual sessions of Anger Management for those clients who have dysfunctional anger, however have been determined not to be violent/abusive to their spouse or children.

Program Objectives for Participants are:

- Identify types of anger and the emotions involved.
- Learn and demonstrate different communication styles.
- Express healthy vs. unhealthy ways to communicate.
- Obtain skills to redirect or eliminate dysfunctional anger.
- Identify tools to practice within a prevention plan.

4. **Individual Counseling**

VENDOR shall provide Counseling on a referral basis for the following:

1. Adjustment Disorders
2. Men in Transition
3. Anxiety
4. Phobias

5. Personality Disorders
6. PTSD
7. ADD
8. Depression in adults, children or adolescents
9. Trauma Informed

5. Fiscal Responsibility for Missed Appointments

All intake and follow-up appointments not cancelled by the client or the caseworker 24 hours in advance will be billed to Department of Health and Human Services. The client will need to pre-pay if the client wants to reschedule. Fee for intake reschedule is to be paid by the client if they cancel late, defined as less than 24 hours, but prior to the appointment. If a client notifies after the appointment, the cost is full fee. Follow up appointments and any individual appointment, not cancelled 24 hours in advance, will incur full fee.

If Department of Health and Human Services believes it is in the best interest of the client and chooses to pay for missed appointments, a written statement signed by the program manager to that effect is required prior to proceeding with services.

Ongoing VENDOR group clients who miss groups will need to pay the full fee per group. Exceptions are only when the Department of Health and Human Services caseworker agrees to pay for the clients' missed appointment(s) and if so this needs to be in writing, signed off by program manager, and faxed to VENDOR's office.

VENDOR will contact the designated supervisor at Department of Health and Human Services when a client has one absence. Clients will be billed and dropped from VENDOR, spousal abuse groups, after more than 3 absences. If clients re-enter the program, the client is responsible for the re-entry fee, where clients re-contract for services.

6. Notice to Parties when Services are Terminated

VENDOR will notify the designated supervisor when a client is terminated from any service for whatever reason within five business days. The Department of Health and Human Services social worker will provide notification to VENDOR within five (5) business days when a client is no longer receiving services from Department of Health and Human Services. Such notification shall be in writing and faxed to the VENDOR. There shall be one notice per client.

EVALUATION/SELECTION CRITERIA

Respondents will be evaluated on their responses to the following categories and criterion for selection:

- (a) Vendor Experience
- (b) Service Experience

- (c) Plan to provide services for:
Batterer's Intervention Program
Social Services/Vendor designed Pre-Child Abuse Prevention Treatment Program
Child Abuse Prevention Treatment Program
Anger Management Program
Psychotherapy Services

- (d) Cost:
Batterer's Intervention Program
Pre-Child Abuse Prevention Treatment Program (Pre-CAPTP)
Child Abuse Prevention Treatment Program
Anger Management Program
Psychotherapy Services

(e) Overall Quality of RFP response

(f) Suggested Alternate Proposals:

In addition to providing a proposal in direct response to the requirements of this RFP, respondents are encouraged to submit an alternate proposal or proposal(s) that incorporate innovative approaches to minimizing the cost to the County while meeting all the County's obligations to provide health services as designated herein. Innovations and the direct impact on County costs shall be fully described in the alternate proposal

METHOD OF AWARD

The successful proposal will be determined by the Del Norte County Board of Supervisors. Such award will be to the respondent whose proposal is determined by the County to be the most responsive to the requirements specified in the RFP, in the best interest of Del Norte County and most technically complete. For purposes of this RFP, "award" is defined as the right to negotiate a contractual relationship with Del Norte County for services identified in the RFP. Award does not constitute an acceptance of a contract offer.

ATTACHMENTS

Proposed Agreement for Psychotherapy Services

(Note: Insurance requirements will negotiated at time of contract negotiations)

AGREEMENT FOR PSYCHOTHERAPY SERVICES

This Agreement for Psychotherapy Services ("Agreement") is made as of the Effective Date set forth below by and between the County of Del Norte, a legal subdivision of the State of California ("the COUNTY"), and _____ ("CONTRACTOR").

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

1. IDENTIFICATION OF CONTRACTOR. The name, address, and phone number of CONTRACTOR are: _____. . CONTRACTOR'S federal employer identification number is _____.

2. SERVICES. The services (the "Services") provided by CONTRACTOR consist of those described in Attachment A. CONTRACTOR shall also make such reports and provide such information to the COUNTY as requested.

3. TERM. The term of this Agreement shall be from the Effective Date July 1, 2020 to Termination Date, June 30, 2021.

4. RENEWAL. This Agreement shall automatically renew for an additional term of ONE (1) year on the annual anniversary of the Effective Date set forth in provision 3, unless the Agreement is terminated by either party pursuant to provision 12.

In the event this Agreement renews automatically for an additional fiscal year, the contract fee for that year shall be the amount set forth per participation in Attachment B.

5. PAYMENT. The total payment for the term of this Agreement shall not exceed the amount specified in Attachment B (Budget Document). may be shifted between categories in each program by mutual agreement in writing between Del Norte County Department of Health and Human Services and "CONTRACTOR" as long as the program total doesn't change. After completion of Services, CONTRACTOR shall submit requests for payment no later than the tenth day of the month following provision of Services as described in Attachment A. **A final invoice for Services must be received by the COUNTY no later than 5:00 p.m. on June 16, 2021.** Requests for payment shall include back-up documentation detailing Services provided or equipment purchased and shall be directed to the following address:

County of Del Norte
Department of Health & Human Services
880 Northcrest Drive
Crescent City, CA 95531

COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless such costs are approved in advance by the COUNTY representative who executed this Agreement, or his/her designated representative. If the COUNTY pays CONTRACTOR for meals, lodging or other travel costs, COUNTY shall pay COUNTY'S per diem rates in effect on the dates such costs were incurred by CONTRACTOR. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if,

and only if, this Agreement is amended by both parties in advance of performance of any additional services.

6. FACILITIES. CONTRACTOR shall at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing Services pursuant to this Agreement. CONTRACTOR may, upon prior arrangement, conduct evaluations at the Department of Health and Human Services.

7. DESIGNATED REPRESENTATIVES. The Director of the Del Norte County Department of Health and Human Services, or his/her designee, is the representative of the COUNTY and will administer this Agreement for the COUNTY.

8. INCORPORATION. All attachments referred to herein are attached hereto and by this reference incorporated herein (including any and all Exhibits thereto). Attachments include:

- Attachment A - Scope of Services and Duties
- Attachment B - Budget
- Attachment C - Invoice
- Attachment D - General Provisions
- Attachment E - Assurance of Compliance

9. LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications and approvals legally required for CONTRACTOR to practice its profession, and to provide the Services specified in this Agreement. If at any time CONTRACTOR ceases to have the licenses, permits, qualifications or approvals required, CONTRACTOR will immediately notify COUNTY and this Agreement may be terminated at COUNTY'S sole discretion. CONTRACTOR agrees to fill-out and comply with attached Assurance of Compliance hereto referred as Attachment E.

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

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

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

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

10.3 PROFESSIONAL LIABILITY INSURANCE

During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional liability insurance with minimum coverage of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate with a maximum deductible or self-insurance portion of five thousand dollars (\$5,000.00).

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

If to "COUNTY": Heather Snow, Director
Department of Health and Human Services
880 Northcrest Drive
Crescent City, CA 95531

If to "CONTRACTOR": _____

12. TERMINATION.

- A. COUNTY may terminate or amend this agreement immediately upon giving written notice to the other party if advised that funds are not available from external sources for this agreement or for any portion hereof, or if funds in the COUNTY's yearly proposed and final budget are not appropriated by COUNTY for this agreement or any portion thereof.
- B. CONTRACTOR may terminate its duties under this Agreement upon thirty (30) days written notice to the COUNTY if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.
- C. If in the opinion of COUNTY, CONTRACTOR fails to perform the Services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR only for the Services performed in accordance with this Agreement up to and including the date of termination, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement.
- D. At any time for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those Services rendered as of the date when termination is effective. Notice shall be deemed served on the date of mailing.

- E. At any time for any reason, upon thirty (30) days written notice to COUNTY, CONTRACTOR may terminate this Agreement and provide only those Services under the Agreement during the period up until the effective date of termination. Notice shall be deemed served on the date of mailing.
- F. These terms are effective until terminated by either party. COUNTY reserves the right, in COUNTY'S sole discretion, to terminate CONTRACTOR'S access to any or all of the confidential information and the related Services or any portion thereof at any time, without notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this

_____ day of _____ 2020.

"COUNTY"

"CONTRACTOR"

COUNTY OF DEL NORTE

Chair, Board of Supervisors

Contractor

ATTEST:

KYLIE GOUGHNOUR
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

ELIZABETH CABLE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES

ATTACHMENT B

BUDGET

July 1, 2020 - June 30, 2021

Social
Services Program

Batterer intervention Program (BiP)*

Pre-Child Abuse Prevention Treatment Program

Child Abuse Prevention Treatment Program (CAPTP)

Anger Management Program (AMP)*

Psychotherapy Services

TOTAL BUDGET

\$ _____

ATTACHMENT C

INVOICE

INVOICE NO:

To:

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

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

TOTAL DUE | _____ |

**ATTACHMENT D
GENERAL PROVISIONS**

D.1. INDEMNITY.

D.1.1. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (at CONTRACTOR's sole cost and expense and with legal counsel approved by COUNTY, which approval shall not be unreasonably withheld), protect and hold harmless COUNTY and COUNTY's Related Parties (collectively, the "Indemnified Parties"), from and against any and all Liabilities of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner relate to (directly or indirectly), arise out of this agreement or as the result of any cause whatsoever regardless of any passive negligence or strict liability of an Indemnified Party. CONTRACTOR understands and acknowledges that the indemnification obligation hereunder is intended to constitute a "Type I" indemnity under California law and extends to and includes Claims arising from the active or passive negligence of Indemnified Parties.

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

For purposes of defense and indemnification relating to this Agreement:

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

(b) "County's Activities" means actions that are the sole negligence of COUNTY or the willful misconduct of COUNTY.

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

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

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

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

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

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

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

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

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

D.2. PERSONNEL.

D.2.1. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written

notice from COUNTY of its desire for removal of such person or persons.

D.4. TIME.

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

D.5. CONFIDENTIAL INFORMATION.

D.5.1. In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California and or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractor's to comply with the laws of confidentiality. All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement shall be the property of COUNTY, and CONTRACTOR shall deliver such documents to COUNTY without exception or reservation on completion of the Services hereunder or termination.

Neither the CONTRACTOR or COUNTY, its officers, employees, agents, or subcontractors, shall without written authorization given by the COUNTY's CAO or unless requested by the County Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property. Response to a subpoena or court order shall not be considered "voluntary" provided COUNTY or CONTRACTOR gives notice to the other party of such court order or subpoena.

If CONTRACTOR or its officer, employees, or subcontractors does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from the party releasing such information for any damages caused by CONTRACTOR, including COUNTY's attorney's fees.

CONTRACTOR and COUNTY shall promptly notify the other party should COUNTY or CONTRACTOR, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement. CONTRACTOR and COUNTY each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. County and CONTRACTOR agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by COUNTY or CONTRACTOR. However, CONTRACTOR and COUNTY's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and

require all subcontractors to comply with the laws of confidentiality. All press releases and informational material shall receive approval from COUNTY prior to being released to the media.

D.6. DUTY OF HEIGHTENED CARE.

D.6.1. All compensation payable to CONTRACTOR hereunder shall be paid by COUNTY. CONTRACTOR acknowledges and recognizes that services under this Agreement have its source from tax dollars from tax payers of the State of California and that, given this fact, a heightened duty of care exists in CONTRACTOR to ensure that CONTRACTOR scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying forth the goals of and completing the services pursuant to this Agreement.

D.7. FINANCIAL RECORDS AND AUDITS.

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

D.8. RIGHT TO SUBSTANTIATION.

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

D.9. AGREEMENT ENFORCEMENT.

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

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

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

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

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

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

CONTRACTOR Event of Default.

D.10. EVENTS OF BREACH.

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

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

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

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

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

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

D.11. EVENTS OF DEFAULT.

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

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

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

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

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

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

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

D.11.7. CONTRACTOR files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to CONTRACTOR or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of CONTRACTOR for a part of CONTRACTOR's operating assets or any substantial part of CONTRACTOR's property, or shall make any general assignment for the benefit of CONTRACTOR's creditors, or shall fail generally to pay CONTRACTOR's debts as they become due.

D.11.8. Any court having jurisdiction shall enter a decree or order for relief in respect of CONTRACTOR, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or CONTRACTOR shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of CONTRACTOR or for any part of CONTRACTOR's operating equipment or assets, or order the winding up or liquidation of the affairs of CONTRACTOR;

D.11.9. CONTRACTOR fails to notify COUNTY in a timely manner of any receipt of notice of violation or official communication from those regulatory agencies regulating activities to be performed under this Agreement, including traffic or transportation-related citations, and OSHA inspections.

D.11.10. Lapse of any insurance required under this Agreement.

D.11.11. If CONTRACTOR fails to satisfy conditions in accordance with this Agreement and such conditions are not waived by the COUNTY.

D.12. EXCUSE FROM PERFORMANCE.

D.12.1. The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, tsunamis, other "acts of God", war, civil insurrection, riots, and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by CONTRACTOR's employees or directed at CONTRACTOR is not an excuse from performance and CONTRACTOR shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events. In the case of labor unrest or job action directed at a third party over whom CONTRACTOR has no control, the inability of CONTRACTOR to provide Agreement services due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of CONTRACTOR's employees while providing Agreement services to minimize any confrontation with pickets shall, to that limited extent, excuse performance. The

foregoing excuse shall be conditioned on CONTRACTOR's cooperation in providing services at different times.

D.12.2. The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Notwithstanding, CONTRACTOR in the event of a catastrophic event shall comply with COUNTY's Emergency Preparedness Plan.

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

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

D.13. REMEDIES UPON DEFAULT.

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

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

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

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

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

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

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

D.13.4. In the event either party is entitled to recover damages for breach of this Agreement, the damages shall bear interest at a rate equal to the statutory amount of ten percent (10%) for private parties and seven percent (7%) if against a governmental entity, commencing on the date of breach.

D.14. OWNERSHIP OF INFORMATION.

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

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

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

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

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

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

D.16. WAIVER.

D.16.1. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or

subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.17. COMPLETENESS OF INSTRUMENT.

D.17.1. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.18. SUPERSEDES PRIOR AGREEMENTS.

D.18.1. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.19. ATTORNEY'S FEES.

D.19.1. If any action at law or in equity, excepting an action for declaratory relief, is brought to enforce provisions of this Agreement by reason of the alleged failure of the other to perform or keep any provision or this Agreement to be performed or kept, the prevailing party in such action or proceeding (including appeal) shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by attorney's employed by COUNTY) which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled. As used herein, the "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums 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.

D.20. COMPLIANCE WITH LAWS.

D.20.1. CONTRACTOR's services hereunder shall be conducted in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the DHHS, COUNTY, State of California, and the United States government. CONTRACTOR agrees to indemnify COUNTY against any damages, expenses, or price reductions under this Agreement resulting from CONTRACTOR's or CONTRACTOR's lower-tier sub' failure to comply with the above laws and regulations.

D.21. SUCCESSORS AND ASSIGNS.

D.21.1. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns. COUNTY and CONTRACTOR recognize and acknowledge that CONTRACTOR is hereunder employed in a position where CONTRACTOR will be rendering services of a special, unique, unusual and extraordinary character requiring extraordinary ingenuity and effort by CONTRACTOR. The parties hereto recognize that a substantial inducement to COUNTY for entering into this Agreement is the reputation, experience, and competence of CONTRACTOR. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the COUNTY. Any attempt to assign or delegate

this Agreement without the express written consent of COUNTY shall be void and of no force or effect. Consent by COUNTY to one assignment shall not be deemed to be consent to any subsequent assignment. CONTRACTOR shall provide qualifications of assignees for review by COUNTY, which will not unreasonably withhold consent. CONTRACTOR shall not subcontract any portion of the work to be performed without the prior written authorization of COUNTY. If COUNTY consents to said subcontract, CONTRACTOR shall be fully responsible to COUNTY for all acts or omissions of subcontractor. Nothing in this Agreement shall create any contractual relationship between COUNTY and subcontractor nor shall it create any obligation on the part of COUNTY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

D.22. INDEPENDENT CONTRACTOR.

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

D.23. MODIFICATION.

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

D.24. COUNTERPARTS.

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

D.25. OTHER DOCUMENTS.

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

D.26. PARTIAL INVALIDITY.

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

D.27. JURISDICTION.

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

D.28. TIME IS OF THE ESSENCE.

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

D.29. AUTHORITY.

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

D.30. CONFLICT OF INTEREST.

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

D.31. ADVICE OF COUNSEL.

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

D.32. INDEPENDENT REVIEW.

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

D.33. POSSESSORY INTEREST.

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

D.34. TAXES.

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

D.35. NON-DISCRIMINATION.

D.35.1. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

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

employees or recipients of services.

D.37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

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

D.38. CAPTIONS.

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

D.39. DEFINITIONS.

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

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

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

D.40. NOTICES.

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

D.40.1.1. If to "COUNTY":

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

With a copy to:

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

D.40.1.2. If to "CONTRACTOR":

[Enter Name of Contractor's Representative], [Enter Title]
[Enter Contractor's Name]
[Enter Street Address]
[Enter City, State and Zip]

D. 41. LICENSES, PERMITS, LAWS.

D.41.1. CONTRACTOR represents and warrants to COUNTY that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to perform under this agreement. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding Operative Provision No. 14. CONTRACTOR shall comply with any and all applicable federal, state and local laws, regulations, orders and resolutions affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

D.42. STANDARD OF PERFORMANCE.

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

D.43. ENTIRE AGREEMENT.

D.43.1. This Agreement, together with its specific references and attachments, is the complete statement of the subject between the parties and takes the place of all prior discussions, negotiations, whether oral or written. This Agreement shall not be modified except in writing, signed by both parties. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.44. FEDERAL HEALTH CARE PROGRAM EXCLUSION

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

D.44.2. CONTRACTOR hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded

by the Federal government, directly or indirectly, in whole or in part.

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

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

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

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

D.45. ENVIRONMENTALLY PREFERRED PRODUCTS POLICY

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

ATTACHMENT E

**ASSURANCE OF COMPLIANCE WITH
THE DEL NORTE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT: _____

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c), (h) (1), (i), and U); California Government Code Section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measure necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it received federal or state assistance.

Contractor

Date

