

**AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE
DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT
IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR
FISCAL YEARS 2023-24, 2024-25, and 2025-26**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and RDA Consulting, SPC, hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, RDA Consulting shall provide to County the services described in the “**Scope of Services**” attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C**, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on **July 1, 2023, and shall terminate on June 30, 2026, unless earlier terminated as hereinafter provided.** In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, “**Scope of Services.**” **Compensation to Contractor shall not exceed Three Hundred Ten Thousand, Nine Hundred Twenty Dollars (\$310,920.00).**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled “**Fiscal Provisions**” attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Director.

6. **NOTICES.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for

**AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE
DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT
IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR
FISCAL YEARS 2023-24, 2024-25, and 2025-26**

County and Contractor have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

Chair

Board of Supervisors

Date: _____

RDA CONSULTING

Amalia Freedman

Chief Executive Officer

Date: September 9, 2023

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By: _____

Date: _____

07/30/2023

By: _____

Date: _____

//

**AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE
DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT
IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR
FISCAL YEARS 2023-24, 2024-25, and 2025-26**

4.1 The following table provides a high-level overview of the Scope of Work:

Year	Focus & Activities	Budget
Year 1 FY23-24: MHSA Annual Update FY 24-25	- Program status and services accomplishments in FY 22-23 - Program changes beginning in FY 24-25 based on needs assessment and stakeholder input through the Community Planning Process - Annual PEI evaluation report of FY 22-23	\$100,185
Year 2 FY24-25: MHSA Annual Update FY 25-26	- Program status and services accomplishments in FY 23-24 - Program changes beginning in FY 25-26, based on needs assessment and stakeholder input through the Community Planning Process 3-Year PEI evaluation report for FY 22-25	\$103,105
Year 3 FY25-26: MHSA Three-Year Planning FY 26-29	- Program status and services accomplishments in FY 24-25 - Proposed program plan for next three years, FY 26-29, based on needs assessment and stakeholder input through the Community Planning Process - Program changes beginning in FY 26-27	\$107,630
Grand Total		\$ 310,920
*The majority of the work will begin October/November of each year		

4.2 Staff are billed at the following rates:

Position	Rate
CEO	\$300
COO	\$275
VP Consulting Services	\$250
Associate Director	\$240
Consulting Manager	\$230
Subject Matter Expert	\$225
Senior Consultant	\$200
Consultant	\$170
Associate	\$140
Consulting Assistant	\$110

AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR FISCAL YEARS 2023-24, 2024-25, and 2025-26

4.3 Fiscal Year 2023-24 Budget

Deliverable	Project Month										Consulting Manager (Sponsor)	Sr. Consultant (Project Manager)	Consultant (Lead Analyst)	Sub / Partner (Subject Matter Expert)	Total Hours	Total Cost	
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun								
											(\$230/hr)	(\$200/hr)	(\$175/hr)	(\$225/hr)			
Phase 1: Project Launch																	
Project Kickoff											1	2	2	2	7	\$ 1,430	
Workplan Development											2	6		2	10	\$ 2,110	
Phase 1 Subtotal											3	8	2	4	17	\$ 3,540	
Phase 2: Community Needs Assessment																	
Program and Service Data Collection												4	8	10	22	\$ 4,450	
Countywide Survey												4	10	4	18	\$ 3,450	
Community Program Planning Meetings (2)												10	18	10	38	\$ 7,400	
Needs Assessment											2	10	35	20	67	\$ 13,085	
Phase 2 Subtotal											2	28	71	44	145	\$ 28,385	
Phase 3: Reporting																	
Confirm Program Modifications												2	2	2	6	\$ 1,200	
Draft & Revise MHSA Annual Update Report											4	20	40	20	84	\$ 16,420	
Draft & Revise Annual PEI Evaluation Report (part of MHSA report)												2	10	20	32	\$ 6,650	
Coordinate Public Posting & Commenting												2	4	2	8	\$ 1,550	
Public Hearing Prep & Presentation												4	8	4	16	\$ 3,100	
Present Annual Update at Public Hearing												4	4	4	12	\$ 2,400	
Compile and Incorporate Public Comments												2	4	2	8	\$ 1,550	
Prepare BOS Presentation												4	8	2	14	\$ 2,650	
Finalize Plan for Submission												4	8	4	16	\$ 3,100	
Phase 3 Subtotal											4	44	88	60	196	\$ 38,620	
Ongoing Project Management & Communication																	
Client Meetings and Communications											4	25	15	15	59	\$ 11,920	
Project Management and Internal Meetings											4	30	12	12	58	\$ 11,720	
MHSA Technical Assistance											2	8	8	8	26	\$ 5,260	
Ongoing PM & Communication Subtotal											10	63	35	35	117	\$ 23,640	
Sub Total											19	143	196	143	475	\$ 94,185	
Direct Expenses:																	
Survey/Focus Group Incentives																	\$1,000
Translation Costs																	\$5,000
Grand Total																	\$100,185

AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR FISCAL YEARS 2023-24, 2024-25, and 2025-26

4.4 Fiscal Year 2024-25 Budget

Deliverable	Project Month										Consulting Manager (Sponsor)	Sr. Consultant (Project Manager)	Consultant (Lead Analyst)	Sub / Partner (Subject Matter Expert)	Total Hours	Total Cost	
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun								
Phase 1: Project Launch																	
Project Kickoff											1	2	2	2	7	\$ 1,430	
Workplan Development											1	6		2	9	\$ 1,880	
Phase 1 Subtotal											2	8	2	4	16	\$ 3,310	
Phase 2: Community Needs Assessment																	
Program and Service Data Collection												4	8	10	22	\$ 4,450	
Countywide Survey												4	10	4	18	\$ 3,450	
Community Program Planning Meetings (2)												10	18	10	38	\$ 7,400	
Needs Assessment												10	35	20	65	\$ 12,625	
Phase 2 Subtotal											0	28	71	44	143	\$ 27,925	
Phase 3: Reporting																	
Confirm Program Modifications												2	2	2	6	\$ 1,200	
Draft & Revise MHSA Annual Update Report											4	15	40	15	74	\$ 14,295	
Draft & Revise 3-Year PEI evaluation report (part of MHSA)													15	20	35	\$ 7,125	
Coordinate Public Posting & Commenting												2	4	2	8	\$ 1,550	
Public Hearing Prep & Presentation												4	8	4	16	\$ 3,100	
Present Annual Update at Public Hearing												4	4	4	12	\$ 2,400	
Compile and Incorporate Public Comments												2	4	2	8	\$ 1,550	
Prepare BOS Presentation												4	8	2	14	\$ 2,650	
Finalize Plan for Submission												4	8	4	16	\$ 3,100	
Phase 3 Subtotal											4	37	93	55	189	\$ 36,970	
Ongoing Project Management & Communication																	
Client Meetings and Communications											4	25	15	15	59	\$ 11,920	
Project Management and Internal Meetings											4	30	12	12	58	\$ 11,720	
MHSA Technical Assistance											2	8	8	8	26	\$ 5,260	
Ongoing PM & Communication Subtotal											10	63	35	35	143	\$ 28,900	
Sub Total											16	136	201	138	491	\$ 97,105	
Direct Expenses:																	
Survey/Focus Group Incentives																	\$1,000
Translation Costs																	\$5,000
Grand Total																	\$103,105

AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR FISCAL YEARS 2023-24, 2024-25, and 2025-26

4.5 Fiscal Year 2025-26 Budget

Deliverable	Project Month										Consulting Manager (Sponsor)	Sr. Consultant (Project Manager)	Consultant (Lead Analyst)	Sub / Partner (Subject Matter Expert)	Total Hours	Total Cost
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		(\$230/hr)	(\$200/hr)	(\$175/hr)	(\$225/hr)		
Phase 1: Project Launch																
Project Kickoff											1	2	2	2	7	\$ 1,430
Workplan Development											1	6		2	9	\$ 1,880
Phase 1 Subtotal											2	8	2	4	16	\$ 3,310
Phase 2: Community Needs Assessment																
Program and Service Data Collection												4	8	10	22	\$ 4,450
Countywide Survey												4	10	4	18	\$ 3,450
Stakeholder Listening Sessions (Consumers & Providers)												8	12	8	28	\$ 5,500
Community Program Planning Meetings (2)												10	15	10	35	\$ 6,875
Needs Assessment												10	30	15	55	\$ 10,625
Phase 2 Subtotal											0	36	75	47	158	\$ 30,900
Phase 3: Reporting																
Confirm Program Modifications												2	2	2	6	\$ 1,200
Draft & Revise MHSA Annual Update Report											5	15	40	15	75	\$ 14,525
Draft & Revise Annual PEI Evaluation Report (part of MHSA)													10	15	25	\$ 5,125
Coordinate Public Posting & Commenting												2	4	2	8	\$ 1,550
Public Hearing Prep & Presentation												4	8	4	16	\$ 3,100
Present Annual Update at Public Hearing												4	4	4	12	\$ 2,400
Compile and Incorporate Public Comments												2	4	2	8	\$ 1,550
Prepare BOS Presentation												4	8	2	14	\$ 2,650
Finalize Plan for Submission												4	8	4	16	\$ 3,100
Phase 3 Subtotal											5	37	88	50	180	\$ 35,200
Ongoing Project Management & Communication																
Client Meetings and Communications											4	20	15	15	54	\$ 10,920
Project Management and Internal Meetings											8	30	15	15	68	\$ 13,840
MHSA Technical Assistance											2	10	10	10	32	\$ 6,460
Ongoing PM & Communication Subtotal											14	60	40	40	154	\$ 31,220
Sub Total											21	141	205	141	508	\$ 100,630
Direct Expenses:																
Survey/Focus Group Incentives																\$1,000
Translation Costs																\$6,000
Grand Total																\$107,630

**AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE
DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT
IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR
FISCAL YEARS 2023-24, 2024-25, and 2025-26**

EXHIBIT B – FISCAL PROVISIONS

1. CONTRACTOR’S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

2. INVOICES.

2.1 Contractor’s invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 Contractor’s invoices shall be submitted electronically by email to LCBHS_Fiscal@Lakecountyca.gov

2.3 Contractor shall bill County on or before the fifteenth (15th) working day of the month following the month in which specialty services were provided.

2.4 County shall make payment within 30 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

2.5 County shall not be obligated to pay Contractor for services provided which are the subject of any bill if Contractor submits such bill to County more than sixty (60) days after the date Contractor provides the services, or more than thirty (30) days after this Agreement terminates, whichever is earlier.

2.6 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor’s Annual Independent Audit Report, if applicable.

**AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE
DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT
IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR
FISCAL YEARS 2023-24, 2024-25, and 2025-26**

3.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

4. **PAYMENT TERMS.** County shall reimburse Contractor for services provided per the schedule below:

4.1 County shall pay Contractor Three Hundred and Ten Thousand Nine Hundred and Twenty Dollars (\$310,920.00) for CCP Services outlined in Exhibit A, items 4.3, 4.4, and 4.5.

//

**AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE
DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT
IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR
FISCAL YEARS 2023-24, 2024-25, and 2025-26**

EXHIBIT C – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor’s work under this Agreement.
2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.
3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.**
 - 3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
 - D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.
 - 3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:
 - 4.1 Clean Air Act, as amended (42 USC 1857).
 - 4.2 Clean Water Act, as amended (33 USC 1368).

**AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE
DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT
IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR
FISCAL YEARS 2023-24, 2024-25, and 2025-26**

- 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- 4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. INDEMNIFICATION AND HOLD HARMLESS. Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars

**AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE
DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT
IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR
FISCAL YEARS 2023-24, 2024-25, and 2025-26**

(\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor shall provide County certificates of insurance within 30 days of date of execution of the Agreement. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

**AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE
DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT
IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR
FISCAL YEARS 2023-24, 2024-25, and 2025-26**

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

13. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County. In the event of the termination of this Agreement for any reason whatsoever, Contractor shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to County without exception or reservation.

**AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE
DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT
IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR
FISCAL YEARS 2023-24, 2024-25, and 2025-26**

14. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
15. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
16. **HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
17. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
18. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.
19. **RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.
20. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.
21. **UNUSUAL OCCURRENCE REPORTING.** Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.

**AGREEMENT BETWEEN COUNTY OF LAKE AND RESOURCE
DEVELOPMENT ASSOCIATES FOR CONSULTATION AND SUPPORT
IN THE COMMUNITY PROGRAM PLANNING (CPP) PROCESS FOR
FISCAL YEARS 2023-24, 2024-25, and 2025-26**

22. OVERSIGHT. Lake County Behavioral Health shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this Agreement, and applicable federal and state law and regulations, in accordance with Welfare & Institutions Code 14712(3) and CCR, Title 9, Section 1810.380 and 1810.385.

24. NON-APPROPRIATION. In the event County is unable to obtain funding at the end of each fiscal year for specialty mental health services required during the next fiscal year, County shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.