



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-14

For the meeting of: June 13, 2017

Date: June 5, 2017
To: Board of Supervisors
From: Connie Beck, Director *CB*
Department of Health and Human Services

Subject: Agreement with National Council on Crime and Delinquency (NCCD) Children's Research Center and the Department of Health and Human Services for Fiscal Years 2016-17, 2017-18 and 2018-19

RECOMMENDATION(S):

That the Board of Supervisors:

- 1) Approve the agreement with the National Council on Crime and Delinquency (NCCD) Children's Research Center for the period of June 13, 2017 through June 30, 2019 to administer Structured Decision Making training and leadership coaching in the Humboldt Practice Model for the Department of Health and Human Services;
- 2) Authorize the Chairperson to execute three (3) originals of the agreement; and
- 3) Direct the Clerk of the Board to route two (2) fully executed originals of the agreement to the Department of Health and Human Services (DHHS)-Contract Unit for forwarding to DHHS-Information Services.

SOURCE OF FUNDING:
Social Services Funds

Prepared by Vonnie Fierro, Staff Services Analyst II CAO Approval *E. Cash*
REVIEW: Auditor *ABM* County Counsel *BD* Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:
Board Order No. _____
Meeting of _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Wilson* Seconded by Supervisor *Sundberg*
Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*
Nays _____
Abstain _____
Absent _____

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

Dated: June 13, 2017
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
NATIONAL COUNCIL ON CRIME AND DELINQUENCY**

This Agreement, entered into this 13th day of June, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and National Council on Crime and Delinquency (NCCD) Children's Research Center, a California non-profit, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services ("DHHS – Social Services"), desires to retain the services of CONTRACTOR to administer Leadership Coaching in the Humboldt Practice Model and Safety Organizing Practice while increasing leadership's ability to recognize, understand and appreciate cultural difference within Department of Health and Human Services; and

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

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

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

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2019, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

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

- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Eight Thousand Two Hundred Five Dollars (\$308,205.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

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

COUNTY: Humboldt County DHHS – Social Services
Attention: Social Services Director
2440 6th Street
Eureka, CA 95501

6. NOTICES:

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

COUNTY: Humboldt County DHHS – Social Services
Attention: Social Services Director
2440 6th Street
Eureka, CA 95501

CONTRACTOR: National Council on Crime and Delinquency/CRC
Attention: Deb Paulus, Contract and Administrative Manager
426 South Yellowstone Drive, Suite 250
Madison, WI 53719

7. REPORTS:

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

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the

audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NON-DISCRIMINATION COMPLIANCE:

A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related

medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the CONTRACTOR's provision of services in order to ensure compliance with the requirements of this section.

B. Professional Services and Employment: In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. DRUG-FREE WORKPLACE:

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

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

14. INDEMNIFICATION:

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

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any

rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

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

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.

- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attn: Risk Management

825 5th Street, Room 131
Eureka, California 95501

CONTRACTOR: National Council on Crime and Delinquency/CRC
Attention: Deb Paulus, Contract and Administrative Manager
426 South Yellowstone Drive, Suite 250
Madison, WI 53719

16. RELATIONSHIP OF PARTIES:

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

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

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

19. REFERENCE TO LAWS AND RULES:

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

20. PROTOCOLS:

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

21. SEVERABILITY:

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

22. ASSIGNMENT:

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

23. AGREEMENT SHALL BIND SUCCESSORS:

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

24. WAIVER OF DEFAULT:

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

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

26. AMENDMENT:

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

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR

shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. NCCD'S INTELLECTUAL PROPERTY RIGHTS

The National Council on Crime and Delinquency (NCCD) has developed and owns all intellectual property rights, title and interest, including copyrights in the Structured Decision Making® (SDM®) system, a case management decision making protocol for child protective services, adult protective services, family prevention services, and substitute care providers consisting of various components, including but not limited to screening criteria, risk assessment, policies, procedures, manuals, and software.

NCCD hereby grants to Humboldt County Department of Health and Human Services a non-exclusive, perpetual, worldwide, fully paid-up license to reproduce, install, and display the SDM® system for its internal purposes with no sublicensing rights.

Humboldt County Department of Health and Human Services agrees to assign all its rights, title, and interest in any modifications or additions to the SDM® system that it authors, solely, or with NCCD, to NCCD for no additional consideration. NCCD will grant back to Humboldt County Department of Health and Human Services a non-exclusive, perpetual, worldwide, fully paid-up license to use such modifications or additions for its internal purposes with no sublicensing rights.

30. JURISDICTION AND VENUE:

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

31. ADVERTISING AND MEDIA RELEASE:

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

32. SUBCONTRACTS:

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

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33. ATTORNEYS' FEES:

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

34. SURVIVAL:

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

35. CONFLICTING TERMS OR CONDITIONS:

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

36. INTERPRETATION:

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

37. INDEPENDENT CONSTRUCTION:

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

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

39. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its

entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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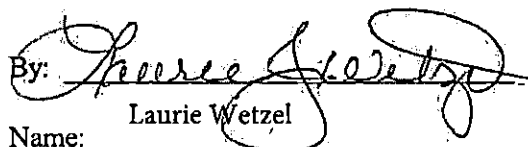
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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

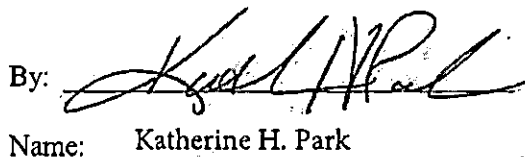
- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

National Council on Crime and Delinquency/Children's Research Center:

By: 
Name: Laurie Wetzel

Date: 6/5/17

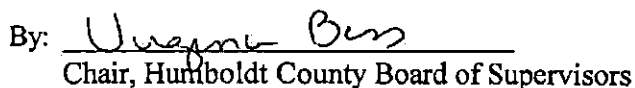
Title: CFO/COO

By: 
Name: Katherine H. Park

Date: 6-6-17

Title: CEO

COUNTY OF HUMBOLDT:

By: 
Chair, Humboldt County Board of Supervisors

Date: 6/13/17

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Analyst

Date: 6/18/17

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
National Council on Crime and Delinquency
Date of Execution to June 30, 2019

1. SERVICES:

Beginning on the date of execution of this Agreement by both parties, the CONTRACTOR will provide the following services to assist the DHHS Social Services to, 1) improve use of Structured Decision Making (SDM) assessments in all stages of service and build internal SDM coaching capacity and 2) increase the ability of its DHHS leadership to recognize, understand, and appreciate cultural differences and the impact of race, historical trauma, class, gender, sexual orientation and other 'isms' on individuals, their management decisions, the larger organization and the youth/families they serve in accordance with SDM as a core element of the Humboldt Practice Model.

There will be a series of initial orientations and development activities. This will include both large-group and small-group topic meetings, in which the CWS leadership and staff can be brought up to speed on recent developments in SDM assessments and practice; best-practice uses of SDM aggregate data and CQI activities; links between SDM and the Humboldt Practice Model; and best practices in training, coaching, and supervision. Implementation science has demonstrated the importance of coaching to ensuring the successful implementation of any program or practice. "Coaching" here means small-group efforts focused on unique uptake dilemmas associated with learning (or re-learning) proper use of the SDM assessments.

A. Outcomes and Activities

In an effort to improve staff use and application of SDM to better support decision making in each stage of service, CONTRACTOR will do the following:

- Provide onsite strategic planning meeting to outline best training and coaching plan forward.
- Provide group supervision training and modeling for front door and ongoing staff.
- SDM Refresher training and on the floor coaching for all stages of service over time, beginning with Hotline.
- Weekly TA support calls and email exchange
- Case reading training for supervisors and managers

In an effort to create a more racially equitable, culturally responsive and just child welfare system, CONTRACTOR will do the following:

- Provide leadership coaching in the Humboldt Practice Model and Safety Organized Practice through the facilitation of leadership meetings (in person, telephonically and/or electronically), individual coaching sessions, and trainings.
- Provide a framework for understanding and tools with which to examine the interplay of privilege and oppression.
- Develop a common language that facilitates effective cross-cultural communication.
- Provide ongoing opportunities to participate in dialogue, self-reflection and personal sharing in order to strengthen decision-making and supervision skills.
- Teach effective communication skills for use internally and in collaborations with partner agencies.
- To provide implementation consultation regarding pre-implementation, implementation, and sustainability planning activities of the Humboldt Practice Model.

B. Skills and topics

Consultation, meetings and coaching will teach the following:

- Creating a safe, non-blaming learning environment
- Multicultural assumptions and definitions
- Four levels of oppression (personal, interpersonal, cultural, institutional)
- Modern "ism" and internalized oppression behavior theory (racism, classism, levelism, heterosexism, etc.)
- The effect of participants' ethnic/cultural identity and early learning about people of other races/
- Theory relating to change strategies
- Varied application methods
- CQI Implementation plan

2. SCHEDULE:

A. SDM[®] System: Practice Improvement Activities

1. Project Kick-Off Meeting

During this half-day kick-off meeting, CRC and CWS leadership will review SDM data reports and any other resource material, and identify goals for the improvement activities. An agenda will also be created for the all staff meeting to provide an update on the vision and next steps for this project.

Cost: \$29,570

2. SDM Refresher Trainings

These trainings are newly designed one-day SDM trainings that are targeted to specific program areas to increase consistency in SDM definition application and understanding of SDM recommendation guidance using actual cases. CRC will partner with CWS to create curricula for two separate two-day "SDM refresher" trainings: one on hotline, safety and risk assessments; and one on FSNA/CSNA, risk reassessment, and reunification.

Cost: \$41,400

3. Office-Based Hotline Coaching

CRC will provide up to three half-day real-time coaching sessions onsite with hotline screeners while they are taking calls. The coaching focus will include proper use of the SDM screening and response priority tool while on the call, use of solution-focused questions to help the reporter share the most detail, and best practices for screening narrative documentation and decision making.

Cost: \$6,270 (travel costs included in kick-off meeting cost above)

4. SDM Coaching for Supervisors and Managers

A critical component of any successful SDM implementation is leadership and supervisor understanding, uptake, and use of the assessments and the decision-support guidance.

CRC will provide coaching for leadership and supervisors to help them (a) better understand and make use of the SDM assessments; (b) better integrate SDM assessment

use into the Humboldt practice model; and (c) better understand how to use data from the assessments in CQI efforts with their staff to create the culture of a learning organization.

These two one-day coaching sessions will engage supervisors and managers in applying SDM in case consultation settings using the comprehensive assessment planning framework compatible with the Humboldt practice model mapping process.

- a. CRC will support the front door teams in building critical thinking and case consultation model for new cases.
- b. CRC will offer coaching to the case promotional teams to enhance decision making when determining whether an investigation should promote to an ongoing case.

Cost: \$17,885

5. CWS Policy Review and Redrafting Support

NCCD CRC staff will review all CWS policies and procedures for SDM and practice model language inclusion and make recommendations for necessary updates. CRC will also review any revisions made by the CWS team for SDM integration or could co-write any policy revisions as needed.

Cost: \$12,040

6. Group Supervision Facilitation Training for Leaders

This one-day training will build supervisors' and managers' ability to implement and facilitate a group supervision model as part of the CWS infrastructure using the comprehensive assessment planning framework taught in the SDM coaching for supervisors and managers sessions. CRC will model the process and CWS leaders will have the opportunity to practice on current cases.

Cost: \$10,110 (includes curriculum development)

7. Group Supervision Training for All Staff

This one-day training will build staff and partner's ability to present cases in internal vs external facing meetings using the collaborative and assessment planning framework. This practice allows staff to define the purpose of the consultation or family meeting, and better articulate, organize, and document the information gathered to make the most informed decisions at the time.

Cost: \$8,460

8. Weekly SDM TA support calls

CWS staff will have the opportunity to share their SDM and practice model-related questions with the CRC team on weekly one-hour calls. CWS will compile monthly Frequently Asked Questions (FAQ) documents for staff reference.

Cost: \$17,445

9. Comparative Case Reading

Regular case reading is an essential role of agency supervisors and quality assurance teams. It is the first step of ensuring practice quality standards are being met. CRC will work with

the CWS leadership to increase case reading capacity for each stage of service and help them implement a standardized case review process into their monthly tasks. It will include reviewing for SDM policy compliance, quality of practice specified in the Humboldt practice model, and giving rigorous and balanced feedback for practice improvement to staff.

- a. CRC will provide a two-hour case reading training for supervisors and managers for all stages using the CA SDM 3.0 referral and case review tools in monthly case reviews.
- b. CRC will conduct a comparative case reading with CWS supervisors and analysts reviewing the same sample of referrals and cases as the CRC team using the same tools, and then comparing the results in a two-hour debrief meeting.

Cost: \$15,540

10. CQI Program Development and Coaching

CRC will offer up to three yearly full-day training and coaching sessions with the CWS data champions on how to organize, analyze, and circulate information from SafeMeasures and other data sources. This will support CWS's ability to conduct a rigorous CQI process and make the most of SDM aggregate data, leaving the county better positioned to continue this work into the future. CRC will also include an SDM implementation report to help guide CQI efforts.

Cost: \$94,045

B. Executive Coaching/Multicultural Coaching

1. Twelve days of onsite coaching sessions during the contract period to support front door/ER, case promotional team, and management team (96 hours over 24 months)
2. Workshops with Director of CWS (50 hours over 24 months)
3. Preparation/project management time.

Cost: \$27,440

C. HPM Implementation Consultation

With CRC support, CWS has formed and grown a county-wide Humboldt Practice Model Implementation Team through pre-implementation strategic planning and initial implementation activities aimed at streamlining organizational work and communications to achieve more efficient outcomes. To continue the work of the implementation teams, CRC will continue to coach the CWS leadership in building their capacity to design collaborative meeting processes and facilitation skills to ensure desired practice changes and increased stakeholder partnerships become sustainable in their daily work.

1. Up to five days of onsite meetings during the two-year contract period.

Group configurations are to be determined; i.e., one-day meeting with implementation team stakeholders and half day with the CWS leadership team; one day meeting with HPM

team chairs, half day consultation for training team; two half days with county and tribal leadership.

2. Phone consultation/technical assistance for in between sessions for questions, clarification and guidance (up to 15 hours).

Cost \$6,130, per onsite (includes phone consultation/TA)

3. DELIVERABLES:

NCCD will provide each deliverable as described in detail above.

If either party to this Agreement must cancel and/or reschedule either a Deliverable onsite meeting or a web meeting, the requesting party must provide the other party five (5) business days advance written notice of the intent to cancel and/or request to reschedule.

If CONTRACTOR fails to attend a scheduled or rescheduled Deliverable meeting, CONTRACTOR will not invoice COUNTY for the missed meeting.

Onsite Ad Hoc Trips: The scope and topics of ad hoc trips can be required as needed during the contract period. In general, they would be to provide implementation team meeting facilitation and/or training/coaching to enhance current practice implementation and proactive systems improvement efforts. This flat rate amount will only be invoiced if mutually agreed to add an additional one-day trip onsite.

4. PLACE OF PERFORMANCE:

Humboldt County

EXHIBIT B
SCHEDULE OF RATES
National Council on Crime and Delinquency
Date of Execution to June 30, 2019

CONTRACTOR agrees that the total maximum compensation for services and costs under this Agreement shall be a maximum of Three Hundred Eight Thousand Two Hundred Five Dollars (\$308,205.00). CONTRACTOR will travel to Humboldt County as required as described in Exhibit A- Scope of Services and costs of travel are included in the cost of services.

1. RATE OF COMPENSATION:

COUNTY agrees to pay CONTRACTOR at the rate below for individual services rendered:

Project Kick-off Meeting	\$29,570
SDM Refresher Training	\$41,400
Office-based Hotline Coaching	\$6,270
SDM Coaching for Supervisors and Managers	\$17,885
CWS Policy Review and Redrafting Support	\$12,040
Group Supervision Facilitation Training for Leaders	\$10,110
Group Supervision Training for All Staff	\$8,460
Weekly SDM TA Support Calls	\$17,445
Comparative Case Reading	\$15,540
CQI Program Development and Coaching	\$94,045
Executive Coaching/Multicultural Coaching	\$27,440
Subtotal	\$280,205
HPM Implementation Consultation (TWO ONSITE)	\$12,260
Two Onsite Ad Hoc Trips	\$15,740
Total	\$308,205

2. EXPENSES:

The CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. All costs uncured above the maximum amount will be the responsibility of the CONTRACTOR.

Any rescheduled Deliverable meeting must be invoiced for the month in which the rescheduled meeting occurred.

If CONTRACTOR fails to attend a scheduled or rescheduled Deliverable meeting, CONTRACTOR will not invoice COUNTY for the missed meeting.

CONTRACTOR shall submit an itemized invoice quarterly to the COUNTY itemizing all work completed and costs incurred as of the invoice date. CONTRACTOR'S invoices shall document the days and hours for which services were rendered on a quarterly basis. Payment for work performed will be made within thirty (30) days after receipt of the invoice.

Invoices shall be submitted to:

Humboldt County DHHS – Social Services

Attention: Social Services Director
2440 6th Street
Eureka, CA 95501