



AGENDA ITEM NO.
C-6

COUNTY OF HUMBOLDT

For the meeting of: July 21, 2015

Date: June 22, 2015

To: Board of Supervisors

From: Phillip R. Crandall, Director *[Signature]*
Department of Health and Human Services- Children and Family Services

Subject: Agreement with National Indian Child Welfare Association (NICWA) for a System Review of Child Welfare Services for Fiscal Year 2015-16

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves and authorizes the Chair to sign three (3) originals of the Agreement with NICWA for a performance review of Child Welfare Services (CWS) (Attachment 1) for fiscal year 2015-16; and
2. Directs the Clerk of the Board to return two (2) executed originals of the Agreement to the Department of Health and Human Services (DHHS) - Contract Unit for forwarding to DHHS- Children and Family Services Division.

SOURCE OF FUNDING:

Social Services Fund 1160

DISCUSSION:

On January 14, 2014 (item C-12), the Board approved the issuance of the Request for Proposal (RFP) for an outside contractor to design, conduct, and create a review of Child Welfare systems, and authorized DHHS to negotiate a contract with the selected contractor. On April 3, 2015, NICWA was selected as the consultant for the Humboldt County CWS systems review which is a component of the California Partners

Prepared by Sharon Wolff, Staff Services Analyst II

CAO Approval *[Signature]*

REVIEW:	<i>he</i>	County Counsel <i>[Signature]</i>	Personnel	Risk Manager <i>[Signature]</i>	Other
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Bass* Seconded by Supervisor *Lorelace*

Ayes *Sundberg, Lorelace, Fennell, Bohn, Bass*
 Nays
 Abstain
 Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. C-12

Meeting of: 01/14/14

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

Dated: *July 21, 2015*
By: *[Signature]*
Kathy Hayes, Clerk of the Board

for Permanency (CAPP) project. CAPP is one of six projects nationwide funded through a \$100 million dollar Presidential Initiative the Permanency Innovation Initiative (PII), a multi-site federal demonstration project designed to improve permanency outcomes among children in foster care who have the most serious barriers to permanency. CAPP's focus is on implementing a practice model that effectively addresses disparities in outcome and supports positive permanency outcomes for all children and families with a targeted effort to help those children and youth who are in care the longest and experience the worst outcomes. Humboldt County DHHS CWS is one of only four counties statewide to participate in the CAPP project. CAPP focuses on improving outcomes for Native American and Alaskan Native children and families. In Humboldt County, Native American children are represented disproportionately throughout the child welfare system. Approximately 40 percent of the county's CWS children in foster care are Native American children who consist of only seven percent of the county's population. Humboldt County will apply the lessons learned from CAPP's implementation of effective practices to all of the CWS children and families receiving services. Humboldt County CWS intends to implement changes in the existing child welfare system to identify and address the issues surrounding the impact of child welfare involvement with the Native American population. NICWA possesses the expertise and experience to provide the professional assistance required for the success of this project.

NICWA will conduct a comprehensive review that will examine the systems that respond to and serve children and families involved with CWS in Humboldt County. The services provided by NICWA will include a thorough review and analysis of the existing data, policies, procedures and services structure. Services structure information will include, but not be limited to, types of services, scope and availability of services, location of services, cultural components, approximate Native American or Alaskan Native (NA/AN) caseloads and level of contact and coordination with other critical service providers. NICWA will be looking at how decision making is informed regarding NA/AN children and families by policy, services data and services configuration and implementation. NICWA project team members will conduct interviews and focus groups with key stakeholders related to the provision of services to NA/AN children and families in Humboldt County. Quantitative and Qualitative data will be collected and analyzed in order to determine key factors which contribute to the overrepresentation of NA/AN children in the Humboldt County foster care system. NICWA will provide a professional report summarizing the data, findings and recommendations. The report will be strengths based and focus on areas of success, challenges and opportunities for improvement in the areas of practice and policy.

The systems review process will allow CWS to identify areas of needed improvement as well as build on existing strengths in order to better serve the local population. The use of an outside agency with the specific skillset and subject knowledge will provide an objective review which will involve a variety of local stakeholders and invite their participation. System reviews such as this are a critical part of program integrity in order to serve the most vulnerable populations within Humboldt County.

FINANCIAL IMPACT:

The NICWA Agreement for the period of August 1, 2015 through June 30, 2016 is funded through federal dollars. The maximum cost of the Agreement is One Hundred Six Thousand, Eight Hundred Sixty-One Dollars (\$106,861) has been included in the proposed budget for fiscal year 2015-16 in Fund 1160; Budget Unit 508. There is no impact on the County General Fund.

The services provided under this Agreement supports the Board's Strategic Framework by protecting vulnerable populations, creating opportunities for improved safety and health and facilitating public/private partnerships to solve problems.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve and execute this Agreement to provide these critical services. DHHS-Children and Family Services does not have qualified staff to perform these services and does not recommend this alternative.

ATTACHMENTS:

Attachment 1: Agreement with National Indian Child Welfare Association for FY 2015-16 (3 originals)

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 21st day of July, 2015, by and between the County of Humboldt (hereinafter, COUNTY), a political subdivision of the State of California, and National Indian Child Welfare Association (NICWA) (hereinafter, CONTRACTOR), a *non-profit*.

RECITALS

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS)- Children and Family Services desires to retain CONTRACTOR agency to administer and manage a performance review of the systems and organizations serving American Indian families involved with Child Welfare Services in Humboldt County; 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 is an agency with employees qualified to perform such services.

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

1. SCOPE OF SERVICES/DESCRIPTION OF SERVICES

CONTRACTOR agrees to provide all of the services described in Exhibit A, consisting of three (3) pages, attached hereto and incorporated by reference. Said exhibit describes the work to be performed by CONTRACTOR under this Agreement.

2. NO TERMS NOT INCLUDED:

This agreement contains all 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 all prior agreements of the parties.

3. ENTIRETY OF CONTRACT

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

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4. TERM

This Agreement shall commence upon August 1, 2015 and terminate on July 31, 2016.

5. COMPENSATION

CONTRACTOR agrees that the total maximum compensation for services and costs under this Agreement shall be as set forth in the Budget and Payment Agreement attached hereto as Exhibit B, consisting of two (2) pages, and incorporated by reference. The CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.

6. PAYMENT

CONTRACTOR shall submit an itemized invoice monthly to the COUNTY itemizing all work completed and costs incurred as of the invoice date. Payment for work performed will be made within thirty (30) days after receipt of the invoice.

7. TERMINATION FOR REDUCTION OR LACK OF FUNDING

COUNTY'S obligations under this Agreement are contingent upon the availability of county, State and/or Federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated or COUNTY'S maximum obligation reduced. COUNTY shall provide CONTRACTOR seven (7) days written notice of its intent to terminate this Agreement or its intent to reduce its maximum obligation under this Agreement.

8. TERMINATION FOR CAUSE

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 an equitable portion of the total remuneration as compensation for the portion of the work deemed acceptable by COUNTY, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement. COUNTY shall be entitled to take possession of all studies, drawings, computations, specifications and reports insofar as they are complete and acceptable to COUNTY.

9. TERMINATION FOR CONVENIENCE

At any time and 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 may be given by delivering a copy of said notice to CONTRACTOR personally, or by mailing a copy of said notice to CONTRACTOR. If mailed, notice shall be deemed received two (2) days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 11, Notices.

10. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

11. NOTICES

Notices shall be given to COUNTY at the following address:

Social Services Director
929 Koster Street
Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

NICWA
5100 S.W. Macadam Avenue, Suite 300
Portland, OR 97239

Notice shall be in writing and may be given by delivering a copy of said notice to CONTRACTOR or COUNTY personally, or by mailing a copy of said notice to CONTRACTOR or COUNTY. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

12. 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 reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing 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.

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13. NO 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 the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

14. BOOK OF RECORD AND AUDIT PROVISIONS

- A. CONTRACTOR agrees to coordinate with COUNTY in the performance of this Agreement, timely preparation and maintenance of accurate and complete financial and performance records for a minimum of five (5) years from the date of final payment under this Agreement or until all pending County, State, and Federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition CONTRACTOR shall maintain detailed payroll records. CONTRACTOR agrees to maintain such records locally and make them available for inspection by County, State and Federal representatives, during normal business hours, upon five (5) working days notice.
- B. CONTRACTOR will permit COUNTY, State and/or Federal Government to audit all books, accounts or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. CONTRACTOR shall provide the COUNTY, State or Federal Governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days notice.
- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If CONTRACTOR is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by CONTRACTOR within thirty (30) days of notice.
- D. CONTRACTOR'S rights and obligations under this provision shall continue after termination of the Agreement.

15. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.

16. MONITORING:

CONTRACTOR agrees to extend to DHHS Director or designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this Agreement.

17. ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

18. SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.

19. RELATIONSHIP OF PARTIES

CONTRACTOR shall perform all work and services as described herein as an independent CONTRACTOR. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers' Compensation Benefits, available or granted to employees of COUNTY. CONTRACTOR shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CONTRACTOR.

20. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that CONTRACTOR 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 becomes a nuclear weapons contractor.

21. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall comply with any and all applicable Federal, State and local laws affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

22. JURISDICTION AND VENUE

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 Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

23. NONDISCRIMINATORY DELIVERY OF SOCIAL SERVICES

CONTRACTOR agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 4450 et seq as amended and other applicable Federal and State laws and their implementing regulations, all as outlined in California DSS Manual Division 21. The CONTRACTOR agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religion or religious creed, color, age (over 40), 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), military service, or any other classifications protected by federal, state, or local laws or ordinances be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal or State financial assistance.

The COUNTY reserves the right to monitor the CONTRACTOR for compliance with the requirements of this paragraph and Division 21.

24. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), 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), military service, or any

other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons.

CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable Federal and State laws to ensure that employment practices are non-discriminatory.

CONTRACTOR shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

25. CONFIDENTIAL INFORMATION In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

26. INSURANCE

A. This contract/agreement shall not be executed by COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

B. Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, employees or subcontractors:

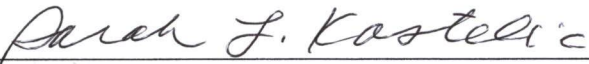
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000) per occurrence for any one incident, including, personal injury, death and

property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

2. Automobile/Motor liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non owned" vehicles or coverage for "any auto".
3. Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars per accident for bodily injury and disease.

If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."



Signature

4. Professional liability insurance/errors and omission coverage including coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence (Three Million Dollars (\$3,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.
5. Insurance Notices:

County of Humboldt

Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

- C. **Special Insurance Requirements.** Said policies shall unless otherwise specified herein be endorsed with, the following provisions:
- (1) The Comprehensive General Liability Policy shall provide that the COUNTY, its 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 the COUNTY, its 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 "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - 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 policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 11. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
 - (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 project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its 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 by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) 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 of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.
- (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 aggregate limits set forth above.

27. HOLD HARMLESS/INDEMNIFICATION CLAUSE

- A. CONTRACTOR shall hold harmless, defend and indemnify the COUNTY and its officers, officials, employees, volunteers and elective and appointive boards from and against any and all liability loss, all claims, losses, damages, including damage expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

28. MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his designee.

29. STANDARD OF PRACTICE

CONTRACTOR warrants that CONTRACTOR 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.

30. BINDING EFFECT

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 assigns.

31. 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.

32. INTERPRETATIONS

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.

33. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State governments that may affect the provisions, terms or funding of this Agreement.

37. TITLE

It is understood that any and all documents, information, and reports concerning this project prepared by and/or submitted by CONTRACTOR shall be the property of COUNTY. CONTRACTOR may retain reproducible copies of drawings and copies of other documents. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writing and documents to COUNTY without exception or reservation.

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

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: *Ann Marshall, Deputy*

APPROVED AS TO INSURANCE:

Daniel J. Pulos
Risk Manager

COUNTY OF HUMBOLDT:

Estelle Pennell
Chair, of the Board of Supervisors

CONTRACTOR:

Sarah J. Kastelic
Name

executive director
Title

Judith Bojary
Name

Financial Services Manager
Title

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.

EXHIBIT A

SCOPE OF SERVICES BY AND BETWEEN HUMBOLDT COUNTY AND NATIONAL INDIAN CHILD WELFARE ASSOCIATION (NICWA)

Task I: Project startup, coordination, management, and communication

During this task the project team will establish both internal and external procedures, communication, and progress reporting. This includes the finalization of the study design that is based upon a organizational ethnographic study design (see proposal narrative). The internal work will solidify the project team's approach including a project launch to clarify roles and responsibilities, identify any anticipated challenges, create a work plan, and establish communication and accountability standards for the project team. The external work will be done with Humboldt County to ensure a regular communication and progress reporting schedule, as well as review and approval of a final study design. While the project director will lead activities under Task I, all of the project team members will be involved.

Task II: Secure, review, and analyze existing data, policies, procedures, and services structures

Under this task NICWA will work closely with Humboldt County to ensure that all relevant services, data and policy information is collected and reviewed. Project team members will collect all relevant policies that comprise the policy infrastructure that supports and guides service provision to American Indian and Alaska Native (AI/AN) children and families in Humboldt County. This will include local, county, state, and federal policy. Data gathered and reviewed will primarily be local and county data relevant to the status of AI/AN children and families. State- and national-level data may be utilized for comparative purposes where necessary. NICWA project team members will also gather information relevant to the current services structure within Humboldt County that serves AI/AN children and families. Services structure information will include, but is not limited to, types of services, scope and availability of services, location of services, cultural components, approximate AI/AN caseloads or clients, and level of contact and coordination with other critical service providers. NICWA will be looking at how decision making is informed regarding AI/AN children and families by policy, services data, and services configuration and implementation. NICWA will also work closely with Humboldt County to secure a sample of AI/AN child welfare case records to review for services, policy, and practice review. NICWA team members that will be leading these activities include the project director, consultant, government affairs associate, senior program director, and project support.

Task III: Conduct stakeholder interviews and focus groups

NICWA project team members will conduct interviews and focus groups with key stakeholders related to the provision of services to AI/AN children and families in

Humboldt County (see project narrative). This will include former and current AI/AN foster care youth, AI/AN parents, care providers, tribal and county social workers, social work supervisors, agency administrators, and service providers. NICWA uses a community-based participatory design that works well with AI/AN populations. The data gathering will provide key stakeholders with an opportunity to provide information regarding their experience within the service system in Humboldt County and highlight how decisions are made, areas of success, and key challenges in ensuring desired outcomes for AI/AN children and families (e.g., elimination of disproportionality). The data gathering will also help identify key issues that need further study. All focus groups and key informant interviews will be recorded to ensure accuracy of the data collected. NICWA project team members with key roles under this task include the project director, senior program director, consultant, and project support.

Task IV: Data analysis

During this phase of the study, all data will have been collected and analysis of the data will be performed. The data, which will include both quantitative and qualitative data, will be analyzed to determine the key factors which contribute to the overrepresentation of AI/AN children in the Humboldt County foster care system. This will include the findings from the focus groups, key informant surveys, and case reviews. The data will be analyzed separately within each category and collectively to identify key trends and issues that impact disproportionality. NICWA will also employ a data check back component to ensure that all key data is correctly represented and any errors or deficiencies are corrected. Key NICWA project team members that will perform the analysis are the project director, government affairs associate, consultant, and project support.

Task V: Reporting

During this phase of the study, NICWA will concentrate on developing a well organized, informative, and professional report summarizing the data, our findings, and recommendations. The report will be strengths based and focus on areas of success, challenges, and opportunities for improvement in the areas of practice and policy. A draft report will be circulated for review to Humboldt County, after which any comments or questions that emanate from the review will be addressed. NICWA will also provide assistance to Humboldt County in developing strategies for broader dissemination and messaging regarding the report findings. A final report will be presented to Humboldt County with a presentation outlining the key findings and recommendations with opportunities for dialogue. Project team members involved include the project director, senior program director, government affairs associate, consultant and project support.

Task I: Project startup, coordination, management, and communication				
Activities	Position Responsible	Begin	End	Product/Deliverable
Negotiate final work plan, schedule	Project Director	8/3/15	8/14/15	Finalized work plan/schedule
Discuss progress reporting	Project Director	8/3/15	8/14/15	Reporting schedule
Set project procedures	Project Director	8/3/15	8/14/15	Communication protocol
Project Team meeting	Project Director	8/19/15	8/19/15	Project launch
Finalize study design	Project Director	8/20/15	8/28/15	Final design
Task II: Secure, review, and analyze existing data, policies, procedures, and services structures				
Activities	Position Responsible	Begin	End	Product/Deliverable
Secure data, process, and policy documents	Project Director	8/24/15	9/18/15	Process findings
Conduct policy analysis	Government Affairs Associate	9/8/15	11/13/15	Policy analysis findings
Conduct case record reviews	Senior Program Director	10/26/15	12/18/16	Quantitative data
Task III: Conduct stakeholder interviews and focus groups				
Activities	Position Responsible	Begin	End	Product/Deliverable
Conduct Focus Groups	Senior Program Director	11/16/15	1/15/16	Qualitative Data
Conduct key informant interviews	Project Director	11/16/15	1/15/16	Qualitative Data
Task IV: Data analysis				
Activities	Position Responsible	Begin	End	Product/Deliverable
Focus group analysis	Project Director	1/19/16	2/22/16	Focus group findings
Key informant analysis	Project Director	1/19/16	2/22/16	Interview findings
Data check back	Government Affairs Associate	2/22/16	3/4/16	Corrected findings
Task V: Reporting				
Activities	Position Responsible	Begin	End	Product/Deliverable
Produce a draft final report for review	Team	3/7/16	4/15/16	Draft Final Report
Circulate draft for comment	Project Director	4/18/16	5/13/16	Feedback
Deliver final report	Project Director	5/16/16	5/27/16	Final Report

EXHIBIT B
BUDGET AND PAYMENT AGREEMENT
BY AND BETWEEN
HUMBOLDT COUNTY
AND
NATIONAL INDIAN CHILD WELFARE ASSOCIATION (NICWA)

ACTIVITY		FTE	BUDGET AMOUNT
PERSONNEL			
David Simmons	Project Director	.20	\$12,561
Addie Smith	Government Affairs Associate	.07	\$2,959
Steve Hudson	Senior Program Director	.10	\$6,539
April Ybarra	Project Support	.06	\$1963
FRINGE – 29%			\$6,967
TRAVEL			\$20,262
OTHER DIRECT COSTS			
Supplies			\$400
Meetings			\$1,400
Professional Services	Consultant- John George		\$24,000
Occupancy			\$6,401
Communications			\$2,399
Management Fees			\$21,010
	Total		\$106,861

PAYMENT AGREEMENT

CONTRACTOR agrees that the total maximum compensation for services and costs under this Agreement shall be a maximum of One Hundred Six Thousand Eight Hundred Sixty-One Dollars (\$106,861.00). CONTRACTOR will travel to Humboldt County for on-site meetings.

The CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.

All costs incurred above the maximum amount will be the responsibility of the CONTRACTOR.

CONTRACTOR shall submit an itemized invoice monthly 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 monthly basis, reasonable travel expenses that are congruent with government approved rates for food, and transportation expenses that the CONTRACTOR incurred and seeks reimbursement for.