



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
C-33

For the meeting of: June 23, 2015

Date: May 18, 2015  
To: Board of Supervisors  
From: Phillip R. Crandall *SW for*  
Director, Department of Health and Human Services- Children and Family Services  
Subject: Agreement with JAZ Kidz, Inc. for Emergency Shelter Placements for Foster Children

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Agreement between County of Humboldt and JAZ Kidz, Inc. to provide temporary emergency shelter placements for foster children for the period of July 1, 2015 to June 30, 2016.
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 – Children and Family Services.

SOURCE OF FUNDING:

Social Services Fund 1110

DISCUSSION:

This Agreement between Humboldt County Department of Health and Human Services – Children and Family Services (DHHS-CFS) and JAZ Kidz, Inc. will provide temporary emergency placement services for children who are seven to nineteen years of age. The purpose of this Agreement is to ensure the safety

Prepared by Julie Perata, Administrative Analyst I

CAO Approval *Emily Olson*

REVIEW:

Auditor *MBM*

County Counsel *JPA*

Personnel

Risk Manager *WJ*

Other

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other

PREVIOUS ACTION/REFERRAL:

Board Order No. D-11

Meeting of: 6/10/2014

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bass* Seconded by Supervisor *Sundberg*

Ayes *Sundberg, Fennell, Bohn, Bass*

Nays

Abstain

Absent *Lorelace*

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

Dated: *June 23, 2015*

By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board

and stability of children and youth in the community and in foster care.

Placement at JAZ Kidz, Inc. is on an emergency basis only, to be used when all other placement options have been exhausted. JAZ Kidz, Inc. is an eight bed, Level 10 Group Home that is licensed for shelter care services. As such this shelter can provide much needed services including intensive assessment and stabilization, crisis counseling, behavior intervention, transportation services and supervised family visitation in addition to providing emergency shelter. JAZ Kidz, Inc. can provide low staff to child ratio care and services for youth that need extra support in their placements for up to thirty days. This shelter will also collaborate in county and service provider meetings regarding the placed children and participate in goal creation to ensure success of the children in the shelter. The services provided by this Agreement will support the need for emergency shelter care for at-risk children in the community.

Therefore DHHS-CFS recommends that the Board approve the Agreement between County of Humboldt and JAZ Kidz, Inc. to provide temporary emergency shelter placements for foster children for the period of July 1, 2015 to June 30, 2016, and authorize the Chair to execute three (3) originals of the Agreement.

FINANCIAL IMPACT:

The JAZ Kidz, Inc. Agreement for the period of July 1, 2015 through June 30, 2016 is funded through Federal and Local dollars. The maximum cost of the Agreement is Six Hundred Ninety-One Thousand, Four Hundred Twenty-Six Dollars and Eighty Cents (\$691,426.80) has been included in the proposed budget for Fiscal Year 2015-16 in Fund 1110; Budget Unit 518. There is no impact on the County General Fund.

Approving this Agreement supports the Board's Strategic Framework by helping ensure safety and health by providing vulnerable members of the community with needed services and continuity of care.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve this Agreement. This action is not recommended due to the need for emergency placement services due to the lack of open foster homes.

ATTACHMENTS:

Attachment 1: Agreement with JAZ Kidz, Inc. (3 originals)

## AGREEMENT FOR SERVICES

This Agreement is made and entered into this 23<sup>rd</sup> day of June, 2015, by and between the County of Humboldt (hereinafter, COUNTY), a political subdivision of the State of California, and JAZ Kidz, Inc. (hereinafter, CONTRACTOR), a California Corporation.

### RECITALS

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS) - Children and Family Services desires to retain CONTRACTOR to provide the following services: shelter home placements up to thirty (30) days in duration for youth who are seven (7) to nineteen (19) years of age; 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 two (2) pages and Exhibit A1 describing behaviors, consisting of four (4) 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.

4. TERM

This Agreement shall commence upon July 1, 2015 and terminate on June 30, 2016.

5. COMPENSATION

CONTRACTOR agrees that the total maximum compensation for services and costs shall be up to Six Hundred Ninety-One Thousand, Four Hundred Twenty-Six Dollars and Eighty Cents (\$691,426.80) as set forth in the Budget attached hereto as Exhibit B, consisting of one (1) page, 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 quarterly 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  
Humboldt County Department of Health & Human Services  
929 Koster Street  
Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

JAZ Kidz, Inc.  
Leah Hanrahan-Gee, Director  
P.O. Box 173  
Cutten, CA 95534

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.

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."*

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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 5<sup>th</sup> 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.

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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.

34. LICENSING

CONTRACTOR shall maintain the appropriate licenses throughout the life of this Agreement.

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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: *An Humboldt, Deputy*

APPROVED AS TO INSURANCE:

*Daniel Perkins*  
Risk Manager

COUNTY OF HUMBOLDT:

*Estelle R. Demell*  
Chair, of the Board of Supervisors

CONTRACTOR:

*[Signature]*  
Name

*Executive Director*  
Title

*[Signature]*  
Name

*CFO*  
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 FOR AGREEMENT BETWEEN HUMBOLDT COUNTY AND JAZ KIDZ, INC.

Under the terms of the Agreement, CONTRACTOR agrees to the following:

1. To provide shelter services to children/youth in need of immediate support to remain safe and cared for including care and supervision as defined in the Welfare and Institutions Code Section 11460:  
    “Care and supervision’ includes food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child, reasonable travel to the child's home for visitation, and reasonable travel for the child to remain in the school in which he or she is enrolled at the time of placement.”
2. To provide services for up to eight (8) children/youth for up to thirty (30) days per emergency episode. The first thirty (30) days of a child's/youth's stay will occur at the Tier 1 rate as defined in **Exhibit A1** “Tiered Shelter Criteria” as an initial assessment period unless otherwise designated and agreed upon by the Director of Social Services.
3. To determine in cooperation with the assigned social worker at the monthly Treatment Team Meeting the appropriate shelter tier as defined in **Exhibit A1** “Tiered Shelter Criteria” that best suits the child/youth's needs for stays of more than thirty (30) days.
4. To provide services to children/youth ages 7-18 or until age 19 if high school completion will occur after age 18 but prior to the 19<sup>th</sup> birthday.
5. To accept children/youth with mild to severe behavioral, mental health needs and/or developmental delays.
6. To provide staffing levels of one (1) staff per every two (2) children/youth in the facility.
7. Assess children/youth in safety planning and medical clearance as requested by Children and Family Services.
8. To provide transportation for children/youth's appointments, when not available from another source, such as:
  - a. Family Visitation
  - b. Medical/Dental
  - c. Meetings



- d. Court
- 9. To provide transportation to the child/youth's school, if reasonable, and this will be determined by a plan decided by the CONTRACTOR, the school, and the COUNTY in accordance with **Exhibit A1**.
- 10. To provide the following services in collaboration with Children and Family Services staff, the child's family and others as deemed appropriate:
  - a. Supervised family visitation for court ordered visitation or as appropriate.
  - b. Crisis counseling for children/youth placed at the facility.
  - c. Private office space for county workers to use during placement, family team meetings or visitation.
  - d. Participate in family team meetings to discuss safety, treatment planning, current needs, services plan, and discharge planning.
  - e. Work collaboratively to find appropriate placement or return home plan for the child/youth placed at the facility.
- 11. To provide a child friendly environment with appropriate activities for the age level of the child/youth.
- 12. To track goals outlined in the monthly Progress Report for each child and report on a monthly basis the type and number of goals met and the number not met for each child in the shelter at exit in the Discharge Summary Report. This goal tracking will allow the county to determine if the shelter has improving outcomes for individual children in CONTRACTOR'S care.
- 13. CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.
- 14. Monthly Progress Reports and Discharge Summary Reports shall be submitted to COUNTY at the following address:

Attn: Deputy Director  
Humboldt County Department of Health & Human Services  
Children and Family Services Division  
929 Koster Street  
Eureka, CA 95501

## EXHIBIT A1

### TIERED SHELTER CRITERIA

#### Shelter Tier 1 - Basic Assessment and Stabilization/Basic Shelter Care (\$5,870.70 month / \$195.69 day)

##### **Check all that apply:**

- Follows basic rules at least 75% of the time for a structured environment such as:
  - Gets up and ready for school on time
  - Goes to school
  - Gets in the vehicle when it is time to go to school
  - Does homework during homework time
  - Does chores /responsibilities
  - Follows through with age appropriate hygiene (shower, brush teeth, brush hair, deodorant, etc.)
  - Takes medications
  - Gets ready and go to bed at designated time
  - Home by curfew or follows guidelines set for unsupervised time (time, place, manner and duration determined and documented by the social worker prior to occurrence) i.e. checks in, comes back on time, etc.

##### **STOP If all of the above items are not marked please go to Shelter Tier 2**

- =====
- Does not have any violent behaviors, property destructive behaviors or Self-Injurious Behaviors (SIB)
  - Enrolled in an all-day school program (at least 8ish to 1ish)
  - Transportation by JAZ Kidz staff to and from school in the Eureka City Schools area
  - Able to participate in school without the need for JAZ Kidz staff interventions (JAZ Kidz staff requested to come and speak to or pick up the child/youth because of behaviors, suspensions, etc.) no more than 1 time per week
    - This does not include scheduled meetings, calls home to let JAZ Kidz know about concerns, academics and typical communication with schools, or leaving early due to illness
  - Able to participate in community activities without JAZ Kidz staff interventions
  - Able to be staffed at home or in the community at a 1:4 ratio without verbal or physical harm to self or others and 1:8 during sleep hours (10pm-7am)
  - Able to have unsupervised time in the community without JAZ Kidz staff interventions – time, place, manner and duration determined and documented by the social worker prior to occurrence
  - Does not have chronic runaway behaviors
  - Willing to participate in counseling/mental health services as described in their treatment/case plan without intervention by JAZ Kidz staff
  - Therapeutic Behavioral Services (TBS) can address behavioral issues/concerns; provided outside of JAZ Kidz

If you are not able to check **all** of these items off please go to Shelter Tier 2

**OR**

- Child/youth is new to the county CWS system and staff has no prior knowledge of elevating behaviors.

**Shelter Tier 2 - Assessment and Intervention for Mild Behaviors/Minimal Supports**

(\$6457.80 month / \$215.26 day)

Child **currently** needs support with:

- Following basic rules at least 75% of the time for a structured environment such as:
  - Getting up and ready for school on time
  - Going to school
  - Getting in the vehicle when it is time to go to school
  - Doing homework during homework time
  - Doing chores / responsibilities
  - Following through with age appropriate hygiene (shower, brush teeth, brush hair, deodorant, etc.)
  - Taking medications
  - Getting ready and go to bed at designated time
  - Getting home by curfew or follows guidelines set for unsupervised time (time, place, manner and duration determined and documented by the social worker prior to occurrence) i.e. checks in, comes back on time, etc.

**STOP IF you have checked more than 5 items above please go to Shelter Tier 3**

=====

- Frequent (more than 3 times per week) tantrum like behavior where no one is harmed but requires JAZ Kidz staff intervention
- Property destruction requiring behavior interventions by JAZ Kidz staff and occurs no more than once a week
- Non-compliance of rules/guidelines by raising voice, tantrum, etc., which requires JAZ Kidz staff intervention
- Transportation by JAZ Kidz staff to and from school in the Ferndale, Fortuna, Arcata, McKinleyville areas
- School interventions 2-3 times a week (JAZ Kidz staff requested to come and speak to or pick up the child/youth because of behaviors, suspensions, etc.)
  - This does not include scheduled meetings, calls home to let JAZ Kidz know about concerns, academics and typical communication with schools, or leaving early due to illness

If child/youth is enrolled in independent study/reduced day:

- Must be willing to attend the weekly meeting with the independent study teacher
- Must do a "school day" at JAZ Kidz without needing constant 1:1 staff support – must be able to work independently with some JAZ Kidz staff support
- Must stay current on assigned work

- Court ordered supervised visits provided by JAZ Kidz up to 4 hours a month (not including transport time) with approved family members within the same driving range as school transport listed above
- Able to have unsupervised time in the community without JAZ Kidz staff interventions— time, place, manner and duration determined and documented by the social worker prior to occurrence
- Willing to participate in counseling/mental health services as described in their treatment/case plan without intervention by JAZ Kidz staff
- TBS has been unsuccessful in addressing behavioral issues/concerns
- SIB - if it is not a current concern for suicide or current cutting behaviors**

Go to Shelter Tier 3 if:

- All 3 items under independent study/reduced day are not checked
- Transportation to school is provided by JAZ Kidz and is out of the indicated areas
- SIB is current and possibly indicate current concerns for suicide

**Shelter Tier 3 - Assessment and Intervention for Moderate Behaviors/Moderate Supports**

(\$7,103.70 month / \$236.79 day)

Child **currently** needs support with:

- Follow basic rules at least 75% of the time for a structured environment such as:
  - Getting up and ready for school on time
  - Going to school
  - Getting in the vehicle when it is time to go to school
  - Doing homework during homework time
  - Doing chores / responsibilities
  - Following through with age appropriate hygiene (shower, brush teeth, brush hair, deodorant, etc.)
  - Take medications
  - Get ready and go to bed at designated time
  - Getting home by curfew or follows guidelines set for unsupervised time (time, place, manner and duration determined and documented by the social worker prior to occurrence) i.e. checks in, comes back on time, etc.

**STOP IF you have checked more than 7 items above please go to Group Home 10**

- =====
- Frequent (more than 3 times per week) tantrum like behavior where physical aggression may happen if people are in close proximity
  - Property destruction requiring behavior interventions by JAZ Kidz staff and occurs no more than twice a week
  - Non-compliance of rules/guidelines by physical tantrum which requires JAZ Kidz staff intervention

- Transportation by JAZ Kidz to and from school to the South beyond Scotia, to the East beyond Blue Lake, or to the North beyond McKinleyville
- School interventions 3-4 times a week (JAZ Kidz staff requested to come and speak to or pick up the child/youth because of behaviors, suspensions, etc.)
  - This does not include scheduled meetings, calls home to let JAZ Kidz know about concerns, academics and typical communication with schools, or leaving early due to illness

If child/youth is enrolled in independent study/reduced day:

- Struggles with attending the weekly assigned meeting with the independent study teacher
- Struggles with a "school day" at JAZ Kidz but can handle it with 1:1 staff support
- Struggles with keeping current on assigned work though are able to complete 75% of assigned work
- Court ordered supervised visits provided by JAZ Kidz more than 4 and up to 10 hours a month (not including transport time)with approved family members within the same driving range as school transport listed above
- Willing to participate in counseling/mental health services as described in their treatment/case plan with interventions by JAZ Kidz staff
- SIB if it is a concern of current cutting behaviors and possibility of suicidal ideation/suicide threats**

Go to Group Home 10 if:

- Current suicide risk

**EXHIBIT B**

**BUDGET  
FOR AGREEMENT  
BETWEEN  
HUMBOLDT COUNTY  
AND  
JAZ KIDZ, INC.**

CONTRACTOR agrees that the total maximum compensation for services and costs shall be up to Six Hundred Ninety-One Thousand, Four Hundred Twenty-Six Dollars and Eighty Cents (\$691,426.80).

CONTRACTOR shall be reimbursed at a minimum of the Tier 1 Rate of Five Thousand Eight Hundred Seventy Dollars and Seventy cents (\$5,870.70) per bed for three available beds regardless of placement not to exceed Seventeen Thousand Six Hundred Twelve Dollars and Ten Cents (\$17,612.10) up to a maximum of Two Hundred Thirty-Six Dollars and Seventy-Nine Cents (\$236.79) per day, per bed up to eight (8) beds in which children/youth are placed in shelter services described in the Agreement's Scope of Services (Exhibit A).

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

CONTRACTOR shall submit an itemized invoice monthly to the COUNTY, with details documenting the days of services rendered (County does not pay day out) per client and fees owing under this Agreement. Invoices will be mailed to:

Attn: DHHS, Financial Service Division  
507 F Street, CB Unit  
Eureka, CA, 95501

COUNTY will pay within thirty (30) days after receipt of invoice and make payment to:

Attn: Accounts Receivable  
JAZ Kidz, Inc.  
P.O. Box 173  
Cuttan, CA 95534