



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-12

For the meeting of: June ²⁰~~18~~, 2017

Date: May 22, 2017

To: Board of Supervisors

From: Connie Beck *[Signature]*
Director, Department of Health and Human Services - Social Services

Subject: Approve agreement between U.C. Davis Extension, Northern California Training Academy and Humboldt County for support and assistance with Peer Review

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement with U.C. Davis Extension, Northern California Training Academy for support and assistance with the Peer Review; and
2. Grant a waiver of the Nuclear Free Ordinance; and
3. Authorize the Chair to execute three (3) originals of the agreement; and
4. Authorize the DHHS-Director of Social Services to generally approve a waiver of the Nuclear Free Ordinance for all Child Welfare Services training agreements after review and approval by County Counsel and Risk Management; and
5. Direct the Clerk of the Board to return two (2) fully executed originals of the agreement to the Department of Health and Human Services – Contract Unit for transmittal to DHHS-Social Services Administration.

Prepared by: Cris Plocher

CAO Approval *[Signature]*

REVIEW:

Auditor *[Signature]* County Counsel *[Signature]* Personnel _____ Risk Manager *[Signature]* 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 *Fennell* Seconded by Supervisor *Wilson*

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 20, 2017*

By: *[Signature]*
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Social Services Fund 1160

DISCUSSION:

The Child Welfare Services outcome and accountability system for the state and counties began operation in California in January 2004 pursuant to State Law (Assembly Bill 636, Steinberg, Ch. 678, Statutes of 2001). This is referred to as the California Child and Family Services Review (C-CFSR). The C-CFSR requires counties to conduct outcome-based reviews that inform and guide its systems and operations to improve outcomes for children/families served by the child welfare and probation systems in the areas of safety, well-being and permanency. The C-CFSR process is comprised of three parts: County Self-Assessment (CSA), Peer Review (PR), and county System Improvement Plans (SIP). Each county was then designated specific timelines for completion of the CSA, PR, five-year SIP, and annual SIP updates.

The CSA and PR are integral to a thorough review of county systems and practices which inform and guide the county's SIP. In order to stay on track with the designated time frames for the CSA and PR, Humboldt County CWS and Probation Department sponsored a County Self Assessment convening of stakeholders on January 9, 2017 and held the PR March 15-17, 2017, along with several focus groups during March.

The purpose of the PR is to conduct an in-depth review of CWS and Probation service delivery systems and case worker practices by bringing in outside peer county staff expertise to participate in the review. The PR involves participation of 9 peer counties selected for their positive performance in the outcome measure selected, which is "Permanency within 12 Months of Entering Foster Care." The peer counties send experienced representatives to review 9 CWS cases and 3 Probation cases and interview 9 social workers and 3 probation officers assigned to the case. As a result, peer county participants provide case review findings and recommendations for improvement, as well as identify their county's best practices that can contribute to positive performance in the outcome measure selected for the PR.

The University of California, Davis will provide Humboldt County with the coordination support, facilitation, summary report, and other needed technical assistance to achieve successful completion of the PR. U.C. Davis will provide the following:

- Technical and logistics assistance in preparing and coordinating for the three-day PR, including meeting facility, food services, and travel reimbursement of peer county participants
- Facilitating the three-day PR process, including orientation, interviews, and debrief
- Assisting with several focus groups held during PR
- Coordination of meeting facility and food service for 3 days
- Provide data analysis and written documentation of PR findings to be included in the County Self Assessment report

The term of this agreement is from January 2, 2017 to September 30, 2017. This agreement comes late to the Board due to the length of time required for the development of the Scope of Work for this new PR process. Additionally, differences between the legal provisions of the contract template offered by UC Davis compared with the standard contract language contained in the Humboldt County template delayed the finalization of this agreement. A letter of intent, executed January 26, 2017, outlined the technical assistance services needed. U.C. Davis subsequently conducted the stakeholders convening and focus groups in March.

The Humboldt County Department of Health and Human Services, Social Services Branch recommends that the Board of Supervisors approve this Agreement in order to complete the mandated PR.

FINANCIAL IMPACT:

Costs associated with the U.C. Davis agreement in the amount not to exceed \$26,750 was included in the county approved budget for fiscal year 2016-17 in Fund 1160, Budget Unit 508. Funding for this agreement is a combination of federal, state and local dollars. The remainder costs of this agreement will be included in the proposed budget for fiscal year 2017-18. There is no negative impact to the County General Fund.

Approval of this agreement supports the Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved health and safety.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors may choose not to approve the contract with UC Davis for technical support and assistance with the PR. However, this is not recommended as UC Davis plays a vital role in the timely production of an informative and comprehensive PR report, which is included in the mandated County Self-Assessment.

ATTACHMENTS:

1. Agreement with U.C. Davis Extension, Northern California Training Academy (3 originals)

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
UNIVERSITY OF CALIFORNIA, DAVIS CAMPUS, UC DAVIS EXTENSION,
NORTHERN CALIFORNIA TRAINING ACADEMY**

This Agreement, entered into this 20th 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 the Regents of the University of California ("University") acting for and on behalf of the Davis campus UC Davis Extension, Northern California Training Academy, 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 provide technical assistance, coordination of logistics, meeting facilitation, and data compilation for the Peer Review process as part of the federal Children and Family Services Review County Self-Assessment/Peer Review and five-year System Improvement Planning; 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:

The term of this Agreement shall be from January 1, 2017 through September 30, 2017, 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. This Agreement shall be subject to termination without cause by either part at any time, upon thirty (30) days advance written notice to the other party. 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 terminated or reduced, 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 Twenty Six Thousand Seven Hundred Fifty Dollars (\$26,750), as set forth in Exhibit B – Budget and Payment Agreement. 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. Charges for services rendered under this Agreement shall be in accordance with Exhibit A - Scope of Services and Exhibit B – Budget and Payment Agreement, which are 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.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY 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:

Attention: Social Services Fiscal Unit
Humboldt County Department of Health & Human Services
507 F St (5th floor)
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: Attention: Director
Humboldt County Department of Health & Human Services
Social Services, Children & Family Services
929 Koster Street
Eureka, CA 95501

CONTRACTOR: UC Davis, Sponsored Programs
1850 Research Park Drive, Suite 300
Davis, CA 95618
(530) 754-7700
awards@ucdavis.edu

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. Peer Review reports shall be submitted to COUNTY no later than end of September 2017, 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. 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.

13. INDEMNIFICATION:

- A. Mutual Indemnity. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
- B. Comparative Liability. Notwithstanding paragraph A above, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to the services performed 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.

14. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY and the CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurances, 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 herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the 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. Best's 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:

Notwithstanding the foregoing, CONTRACTOR is also allowed to self-insure in the amounts required as specified below, and such insurers may not be rated by A.M. Best and may be captive in nature:

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) 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 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. Said coverage shall be at least as broad as Insurance Service Officers 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) 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.

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.
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. 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 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 thereof. COUNTY is also hereby authorized with the discretion to deduct the of said insurance from the monies owed to CONTRACTOR under this Agreement.

5. 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
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Attention: Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this Agreement.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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]

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.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: _____

Date: 5/17/17

 Name: Ahmad Hakim-Elahi, Ph.D., J.D.

Title: Executive Director, Sponsored Programs

COUNTY OF HUMBOLDT:

By: _____

Date: 6/20/17

Virginia Bass

Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: 6/15/17

Risk Analyst

LIST OF EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Budget and Payment Agreement

EXHIBIT A

AGREEMENT BY AND BETWEEN HUMBOLDT COUNTY AND

UC DAVIS EXTENSION, NORTHERN CALIFORNIA TRAINING ACADEMY

January 1, 2017 – September 30, 2017

SCOPE OF SERVICES

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

The Peer Quality Case Review system was developed in response to the Child and Family Services Reviews by the US Department of Health and Human services, Children's Bureau and AB 636. AB 636 requires each county to write a system improvement plan (SIP) using data generated from a comprehensive County Self-Assessment process. The Peer Quality Case Review is designed to elicit information on the success and challenges of county practices in one topic or outcome measure. Nine peers from both child welfare and probation will travel to Humboldt County March 14-16, 2017 to conduct on-site interviews of 9 social workers and 3 probation officers in an attempt to elicit strengths and challenges facing the county.

The Peer Review planning team consists of consultants from the State Department of Social Services, Outcomes and Accountability unit as well as the Office of Child Abuse and Prevention, Humboldt County Child Welfare and Probation and UC Davis, Northern Training Academy. The Northern California Training Academy

1. CONTRACTOR will provide the following:

- a. Provide technical assistance in preparation of the three-day Humboldt County Peer Review. This includes:
 1. Participate in planning conference call to occur bi-weekly until four-weeks prior to the Peer Review at which point calls will occur weekly.
 2. Provide feedback and suggestions for Peer Review schedule of events; Peer Review content and topical focus areas including development and review of questions, and Peer Review logistics.
 3. Provide all logistical support for the Peer Review which includes: identification and payment of all vendors including the Peer Review site location, catering for the Peer Review (breakfast and lunch for all Peer Review participants which varies each day) and lodging, accommodations and travel expenses for all peer child welfare social workers and probation officers.
 4. Provide on-site logistical support and technical assistance during the Peer-Review which includes ensuring catering and on-site technology are working and consistent. This also includes ensuring Peer Review is running smoothly (overseeing interview schedules, making adjustments as necessary, ensuring the needs of the peer reviewers and interviewees so as to ensure successful interviews.
- b. Coordinate all logistical needs related to the three-day (3-day) Peer Review; which includes reserving and coordinating payment for the venue; providing supplies and materials to the interview teams (computer access, pens, paper); providing A/V needs (LCD projectors, and

computers (one per interview team); reserving and coordinating catering, as well as, coordinating travel expenses for nine peer county staff participating as interviewers.

- c. Facilitate three (3) day Peer Review process, compile and provide data to County.
 - 1. Provide facilitation of the Peer Review, which includes facilitation of the Peer Review Orientation on the first morning of the first day, facilitating daily debrief sessions and affiliating the closing Peer Review Overall Debrief on the last day.
 - i. Day One: Orientation for Humboldt County and Peers; interviews in the afternoon
 - ii. Day Two: Interviews throughout the day
 - iii. Day Three: Debrief sessions with Peers and final report out to Humboldt County.
- d. Facilitate focus groups with county stakeholders as needed during the three day Peer Review. This may include focus groups with social workers, probation officers, youth, biological parents.
- e. Review and compile data from the peer interviews and focus groups, and provide written documentation of Peer Review findings to the COUNTY.

COUNTY will do the following:

- a. Participate in Peer Review Planning Team conference calls, of which both the CDSS consultants and the Northern Training Academy will also attend. These call will be held bi-monthly and then weekly the month prior to the Peer Review.
- b. Identify and make designated staff available to participate in the Peer Review process prior to the event and during the event.
- c. Coordinate all Peer Review related logistical requirements through University.
- d. Be responsible for all data collected during the Peer Quality Case Review.

Exhibit B
AGREEMENT
BY AND BETWEEN
HUMBOLDT COUNTY
AND
UC DAVIS EXTENSION, NORTHERN CALIFORNIA TRAINING ACADEMY
January 1, 2017 – September 30, 2017

BUDGET AND PAYMENT AGREEMENT

CONTRACTOR agrees to perform all services required by this Agreement and that the total maximum compensation for services and costs under this Agreement shall be a maximum of Twenty Six Thousand Seven Hundred Fifty Dollars (\$26,750.00)

Three-Day Peer Review	Quantity	Unit Amount	# of days	Total Amount	Budget Narrative
FACILITY					
Meeting facility		\$400.00	3	\$1,200	Meeting rooms for peer review
Catering -			3	\$2,000	Breakfast and lunch for Peer Review
PEER COUNTY TRAVEL					
Meals/Dinner per diem	9	\$36.00	4	\$1,296	Dinner for peer county participants, (Expense reimbursement due to participants after the peer review)
Lodging	9	\$130.00	3	\$3,510	Room and tax
Travel -(miles, flight, rental car)				\$5,420	Peer participant transportation; (mileage, rental car, airfare, parking, rental car, gas etc)
TECHNICAL ASSISTANCE					
Materials				\$200	
Coordination of PR			2 days	\$1,040	Consultant peer review coordination calls and meeting participation
Facilitation			3 days	\$3,160	Consultant peer review facilitation; time/travel expenses
Data Analysis			2 days	\$1,040	Review and analyze data from peer interviews and focus groups
PERSONNEL EXPENSES					
Principal Investigator (1%)				\$379	
SUB TOTAL				\$19,245	
UCD Administrative Fee 39%				\$7,505	The negotiated Cost Rate Agreement
BUDGET TOTAL				\$26,750	

**CONTRACT
TOTAL**

\$26,750

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. It shall be the responsibility of CONTRACTOR to notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum amount will be reached.

CONTRACTOR shall provide COUNTY with detailed invoices documenting the days and hours of service rendered on a monthly basis.

CONTRACTOR'S invoices shall be mailed to:

Attention: Social Services Fiscal Unit
Humboldt County Department of Health & Human Services
507 F St (5th floor)
Eureka, CA 95501

COUNTY will make payment to CONTRACTOR for work performed within thirty (30) days after receipt of the approved invoice.

Attention: Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

No.: 072-2017-B

Risk Management Services
University of California, Davis
One Shields Avenue
Davis, California 95616

This Certificate is issued to:

County of Humboldt
825 Fifth Street, Room 131
Eureka, California 95501


UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-Insured Limits
I. GENERAL LIABILITY: Each Occurrence Products and Completed Operations Aggregate Personal and Advertising Injury Employers Liability General Aggregate (Bodily Injury & Property Damage)	 \$ 2,000,000 \$ \$ \$ \$ 2,000,000
II. AUTOMOBILE LIABILITY: Vehicles owned, Non-owned, Hired (Each Occurrence)	 \$ 1,000,000
III. SPECIAL TERMS & CONDITIONS: 1. County of Humboldt, its officers, agents and employees are hereby named as additional insureds, but only in connection with The Regents of the University of California, Project #201702673, on behalf of the UC Davis Office of Research Sponsored Programs, for the project entitled "Northern California Training Program", for the period beginning January 1, 2017 and ending September 30, 2017. This provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees. 2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Management, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate. THIS CERTIFICATE SHALL BECOME EFFECTIVE UPON EXECUTION OF THE AGREEMENT BY BOTH PARTIES.	

Should any of the above described programs of self-insurance be materially modified or cancelled before the expiration date shown below, The Regents of the University of California will give 30 days written notice to the named certificate holder.

Date Prepared: May 30, 2017

Authorized Signature: 

Certificate Expires: September 30, 2017 Name: Eric Kvigne Date: 5-30-17

NUMBER 7559

THIS IS TO CERTIFY, That

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

EFFECTIVE March 1, 1993

R. G. W. Conley
DIRECTOR

Charles B. Ashcraft
MANAGER, SELF-INSURANCE PLANS

FORM A-4-10A (REV. 1/93)