

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[Maximus US Services Inc]
May 2025**

This Agreement, entered into this ____ day of May 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Maximus US Services, Inc., an Indiana Corporation, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its North Coast Regional Department of Child Support Services (“NCRDCSS”), desires to retain a qualified professional to provide assessment of child support business processes and recommendations for improvements; 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 represents that it is adequately trained, skilled, experienced and qualified to perform the consultant services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR hereby agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Director of Child Support, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30th, 2026, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

Upon material breach of the terms of this agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.

- B. Termination without Cause. Either party may terminate this agreement without cause upon 30 days' prior written notice to the other which states the effective date of the termination. In the event the County terminates this agreement, the County shall reimburse the Vendor for all reasonable costs incurred by Vendor due to such early termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Ninety-Nine Thousand Forty-Two Exact Dollars (\$99,042.00). In no event shall the maximum amount paid under this Agreement exceed Ninety-Nine Thousand Forty-Two Exact Dollars (\$99,042.00) ending June 30th, 2026. CONTRACTOR hereby agrees to perform any and 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 hereunder or terminate this Agreement as provided herein.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: County of Humboldt, Purchasing
Attention: Purchasing Invoicing
825 5th Street, Rm 112
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions 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: County of Humboldt
NCRDCSS
Attention: Bennett Hoffman, Director of Child Support
2420 6th Street
Eureka, CA 95501

CONTRACTOR: Maximus US Services Inc
Attention: Kyle A. Gregory, Counsel - Contracts
1600 Tysons Blvd. Ste 1400
McLean, VA 22102
Email copy requested: kyleagregory@maximus.com
contracts@maximus.com

7. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, 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. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- 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 pursuant to the terms and conditions of this Agreement, 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 the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other 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

other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein 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. Data Rights

The County shall own all technical data and other work product first produced as a deliverable pursuant to this agreement ("Work Product") upon payment in full of all applicable fees to Contractor. In no event shall Work Product be considered a "work for hire" as that term is defined in the Uniform Commercial Code. Notwithstanding anything to the contrary contained herein or in any Statement of Work or other attachment hereto, any and all intellectual property, proprietary software, or other proprietary data owned by Contractor prior to the effective date of this agreement or developed by Contractor outside of the scope of this agreement or in the course of performance of this agreement but not as a deliverable ("Contractor Information") shall remain the exclusive property of Contractor even if such Contractor Information is embedded or otherwise incorporated into the Work Product or used to develop the Work Product. The County's rights under this section shall not apply to any Contractor Information or any component thereof regardless of form or media. Contractor hereby grants the County a royalty-free, nontransferable license to use the Contractor Information solely to the extent necessary to operate the Work Product.

10. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONTRACTOR hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: 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, but not limited to, 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 Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. 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, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. 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 Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, 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 Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), 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:
 - 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 pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. To the extent allowed by law, the CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

The County agrees that Contractor's total liability to the County for any and all damages whatsoever arising out of, or in any way related to, this agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$ 99,042.00.

In no event shall Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods,

loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by the County against Contractor relating to this agreement must be made in writing and presented to the Vendor within one (1) year after the date on which Vendor completes performance of the services specified in this agreement.

- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether 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 hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance as proof of the following insurance policies and limits are received by the Humboldt County Manager or a designee thereof.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best rating of not less than A- (A, minus sign): VII or higher against bodily injury, death and property damage committed by the CONTRACTOR which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, and invitees.

Any subcontractors used shall also procure and maintain insurance as is customary for the work the subcontractor is performing or as stated herein.

1. Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability insurance policy form (occurrence form CG 00 01) covering bodily injury including death and/or property damage in an amount of Two Million Dollars (\$2,000,000.00) per occurrence/Four Million Dollars (\$4,000,000.00) annual aggregate including for premises operations, products/completed operations, personal and advertising injury, independent contractors, and contractual liability. If a general aggregate limit is used, such limit shall be twice the required occurrence limit.
2. Automobile Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) each accident combined single limit. Such insurance shall include bodily injury and/or property damage coverage for all owned, hired and non-owned vehicles used by the CONTRACTOR, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with the following limits: \$1,000,000 for bodily injury by accident each accident, \$1,000,000 for bodily injury by disease each employee, and \$1,000,000 for bodily injury by disease policy limit. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Insurance in an amount no less than Four Million Dollars (\$ 4,000,000.00) per claim and Four Million Dollars (\$4,000,000.00) general aggregate. Said insurance shall be maintained for the entire contract term and any extensions and for three years after the end of the contract term and any extensions. Any subcontractors used shall also procure and maintain insurance as is customary for the work the subcontractor is performing or as stated herein.

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

1. The Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are included as additional insured for bodily injury and/or property damage liability arising out of the operations performed by, or on behalf of, CONTRACTOR.

Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Is primary insurance with regards to COUNTY.
 - c. Contains a cross liability, severability of interest or separation of insureds clause.
2. Contractor's insurers shall, according to each insurance policy's provisions, provide at least 30 days' prior written notice of cancellation or non-renewal and 10 days' prior written notice for non-payment of premium to the certificate holder on file with insurers. Replacement certificates of insurance shall be provided as soon as practicable.
 3. For covered claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 4. CONTRACTOR shall furnish COUNTY with certificates of insurance and required endorsements evidencing the required policies and limits prior to execution of this Agreement.

Any deductible or self-insured retention shall be shown on the Certificates of Insurance.

If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

5. If during the term of this Agreement the aggregate limit of insurance becomes exhausted due to the payment of covered claims, the CONTRACTOR shall endeavor to purchase replacement limits if available and of reasonable cost in the insurance marketplace.

C. Insurance Notices. Notice of cancellation, non-renewal, or non-payment of premium required to be given pursuant to the terms and conditions of this Agreement shall be sent to the to the certificate holder on file with insurers.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, 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, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions 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 incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

21. PROTOCOLS:

Each party hereby agrees 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 both parties hereto.

22. 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.

23. ASSIGNMENT:

Neither party shall delegate its duties or 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 either party to obtain supplies, technical support or professional services.

24. 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.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 which may then exist on the part of CONTRACTOR. Nor 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 repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

26. 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.

27. AMENDMENT:

This Agreement may be amended at any time during the term hereof 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.

28. 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.

29. 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, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR

shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

30. JURISDICTION AND VENUE:

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

31. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to the Director of Child Support in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

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

33. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, 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, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3 – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

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

set forth herein shall have priority.

36. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

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

38. FORCE MAJEURE:

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

39. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

41. 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.

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

(1) **[MAXIMUS US SERVICES INC]:**

By: Kyle A. Gregory

Date: 5/7/2025

Name: Kyle A. Gregory

Title: Counsel - Contracts

COUNTY OF HUMBOLDT:

By: _____
Bennett Hoffmann, Director of Child Support Services

Date: _____

RISK MANAGEMENT:

By: Oakley, Jennifer Digitally signed by Oakley, Jennifer
Date: 2025.05.12 16:48:16 -07'00'
Risk Manager, County of Humboldt

Date: 5/12/2025

LIST OF EXHIBITS:

Exhibit A – Scope of Services

Scope of Services

As our Team worked with the Humboldt County Department of Child Support Services (HDCSS) on the initial Business Assessment and Business Process Reengineering (BPR) effort, we received feedback about the need to document the County's vision for the future and help document additional improvements that can be made in the Program's operations and processes. To assist in these efforts, Maximus will develop a Strategic Plan to help the Humboldt County Department of Child Support Services (HDCSS) modernize their business model. The Strategic Plan will incorporate a standardized data-driven approach for managing change, performance, and the cost-effectiveness of the program.

1.0 Introduction

HDCSS seeks services to develop a strategic plan for the future of the program. HDCSS has experienced significant change over the last few years and has developed many tactics and activities to improve the programs' efficiency and effectiveness in response to these numerous changes. The Strategic Plan will align these activities to a new vision for HDCSS and ensure that all future program improvement efforts are in-sync with the direction of the program, and cost-effective.

Maximus follows a proven methodology to develop the Strategic Plan, where performance, contracting, and staffing data is gathered and analyzed as evidence to support the development of the program's vision, strategies, tactics, and an implementable operational plan. Maximus is well positioned to assist HDCSS in this effort as Maximus has performed Child Support consulting work in Humboldt County, where we have worked to analyze business processes and implement key process changes to improve the capacity of HDCSS staff to complete more of the right work faster.

During this engagement, we will complete an evaluation (Assessment phase) of various elements of the Child Support administrative and functional processes (expanding on the previous operational efficiency and effectiveness assessment that Maximus completed), that will include recommendations for business model improvement and organizational development. Maximus will then facilitate the development of a new HDCSS vision statement, followed by identifying the key strategies, tactics, and operations to see the vision realized in a new Strategic Plan.

1.1 Our Conceptual Approach

The Maximus approach positions us to intimately understand the end-to-end child support ecosystem within HDCSS. Consequently, it is important to:

- Learn and understand your vision, goals, budget, change control process, performance management process, contract management process, and quality control process (which are in addition to the functional process knowledge Maximus has already gained).
- Focus on DCSS' ability to see your vision become a reality, through developing an attainable, and affordable, strategic plan with recommendations that are feasible and fit within the organization's culture.
- Focus on tactics and operations that ensure that the customers of Humboldt County are receiving the services they need as close to first contact as possible.

Maximus uses the following phased methodology to develop your Strategic Plan. We phase the work to ensure that your priorities and budgetary limitations are captured and that your staff's time is properly allocated between project work and their everyday work to support your customers. Maximus' methodology includes:

1. **Assessment:** Maximus will gather and analyze key data, review policy and training material, review key contracts and administrative processes, to determine your efficiency and

effectiveness for how business model is functioning. We will then develop recommendations for how to improve your cost effectiveness.

2. **Strategic Plan Development:** Maximus will facilitate vision sessions to develop a new vision statement, which will be the core message to build the Strategic Plan around. The team will then identify the key strategies to realize the new vision. An example of a strategy could be to improve customer engagement. The team will then identify the tactics, for example developing an outreach campaign, and the operational steps necessary to implement the tactics and strategies. This activity will include the identification of metrics that will be used throughout the implementation of the plan, to ensure that your goals and objectives identified in your strategies and tactics are being attained.

We believe this methodology can be applied to help the HCDCCS to deliver a customer-centric business model that improves outcomes for families and improves performance on established performance measures.

2.0 Scope of Services

This document describes the scope, approach, staffing, and schedule of a project to complete this objective. The following services are outlined in more detail below:

1. Assessment
2. Strategic Plan Development

2.1 Assessment

Our efforts begin with an evaluation. We will be reviewing and completing cost-benefit analysis in several areas including:

- Staffing Model (incl. Onboarding and Retention)
- Workflow Management
- Paper Processes
- Staff Development
- Call Center
- Service of Process
- Legal Enforcement
- Income withholdings and employer relations
- Outlying Community Support and Engagement

In addition, we will review policy and training material against known best practices to ensure that there is a plan to align policy and training materials to the vision of the program. Maximus will also review the quality assurance process and corresponding data to ensure that there are sufficient and appropriate quality control measures in place to account for and mitigate the impact from strategic plan changes to service provision

Tasks

1. **Leadership Interview** – This strategic meeting allows us to discuss the current situation, available data, challenges, prior actions, ideal candidates for the strategic planning team, and objectives for the strategic planning effort.
2. **Staff Interviews** – We will meet as needed with groups of staff (inclusive of supervisors/managers) prior to the developing the strategic plan to ensure a complete understanding of the current state, and to identify and confirm, any key issues or challenges that that may exist.
3. **Data Evaluation** – Maximus will request specific data and complete an analysis that evaluates the current cost effectiveness and return on investment for key activities that DCSS contracts services for.
4. **Policy Review** – We will review department policies to ensure that they align with known best practices.
5. **Quality Assurance** – Maximus will review the program's quality assurance process to ensure that it can ensure continued quality of work following the implementation of the strategic plan.
6. **Training Material** – Maximus will review staff training material to ensure that it supports, not opposes, the implementation of known best practices.
7. **Project Workplan** – Following the assessment phase, we will create a realistic project workplan for the re-engineering team and the related implementation planning tasks expected to follow. This will be reviewed and updated periodically as other project decisions are finalized.

Deliverable

1. **Cost Benefit Analysis Report** – This report will identify the return on investment in the key areas of the program and include any cost saving and performance improvement recommendations that could improve the cost-effectiveness of the program.
2. **Policy, Quality Assurance, and Training Report** – This report will identify the maturity of Humboldt County's administrative processes and policy in supporting the implementation of the strategic plan and known best practices.
3. **Project Workplan** – This plan will include a schedule for the project activities and include the number of staff and roles that are needed to ensure that the strategic plan is accurate and effective.

2.2 Strategic Plan Development

Developing the Strategic Plan is a key activity to ensure that all program improvement and cost savings activities are aligned to the responsibilities that Humboldt County has for service provision for the citizens of Humboldt and Trinity Counties. To be effective, the Strategic Plan will be informed and measured by data using the methodology Maximus proposes, to move the program forward. The strategic planning project will develop a new vision statement, identify strategies to see the vision realized, employ tactics to create a realistic operational plan that ensures the metrics and processes that are to be changed are both implemented effectively, but also monitored regularly so that leadership can hold stakeholders accountable for performance.

Tasks

1. **Team Chartering** – We will develop a charter for the Strategic Planning Project that describes the current conditions, the desired outcomes, and any constraints due to the current conditions. A single sponsor will provide leadership for the re-engineering effort, establish improvement

goals, and help choose team members. The sponsor is encouraged to engage with their management team to review and reflect on the strategic planning changes and will help to ensure that the Team Charter document is complete and affirmed. u

2. **Strategic Planning Team Report** – The planning team will consist of 4-8 individuals that best understand the current operations and are inclined to find improvements. Having staff at various levels of the organization and that work in each functional area of the system is helpful. The team produces the Strategic Plan that includes a Vision Statement, Goals/Objectives, Strategies to realize the vision, goals, and objectives, the tactics to be implemented, and an operational Implementation plan that will be the roadmap that is implemented.
3. **Sponsor Approval** – The team sponsor works with our team to approve the re-engineering report.

Deliverable

1. **Strategic Plan** - The following work products are combined for the three teams as the BPR deliverable:
 - Team Charter – Completion of the charter documentation for the area chosen for business process re-engineering. [OBJ]
 - Vision Statement
 - Goals and Objectives to be Achieved
 - Strategic Plan – including Tactics, and an Operational Implementation plan.

3.0 Cost

Maximus will provide the services defined in this scope of work for \$99,042.00. This scope results in a detailed Strategic Plan, and optional implementation services.

Work will be conducted remotely with on-site meetings as required. Maximus will conduct re-engineering and support implementation of your new business processes for one team.