



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-11

For the meeting of: April 25, 2017

Date: April 18, 2017
To: Board of Supervisors
From: William Damiano, Chief Probation Officer
Subject: Approval of Agreement with Paula Smith Ph.D. and Associates

RECOMMENDATIONS:

That the Board of Supervisors:

- 1. Approve the attached Agreement with Paula Smith Ph.D. and Associates to provide Evidence-Based Practices Case Management and Planning training for \$78,500 from May 1, 2017 through June 30, 2017,
2. Authorize the Chair to sign two (2) originals of the Agreement, and
3. Direct the Clerk of the Board to return the signed originals to the Probation Department, Attention: William Damiano, Chief Probation Officer.

SOURCE OF FUNDING:

Juvenile Accountability Block Grant (JABG) Evidence-Based Practices (EBP) Training Project

DISCUSSION:

On October 4, 2016, the Board of Supervisors approved the Probation Department's supplemental budget associated with the acceptance of the Evidence-Based Practices (EBP) Training Project application administrated by the California Board of State and Community Corrections (BSCC).

Prepared by Mark Magladry, Legal Office Business Manager CAO Approval

REVIEW: Auditor County Counsel NAD Personnel Risk Manager Df Other

TYPE OF ITEM: X Consent Departmental Public Hearing Other

PREVIOUS ACTION/REFERRAL: Board Order No. D-19 Meeting of: October 4, 2016

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: Apr. 25, 2017 By: Kathy Hayes, Clerk of the Board

Funding for the EBP Training Project supports northern California probation departments training efforts on the use of evidence-based practices in corrections. Specifically, this project is intended to help fund training of probation staff to increase skills, competency, and proficiency in implementing effective correctional practices that promote rehabilitation and to reduce recidivism.

The Probation Department will utilize EBP Training Project funding to continue work and implement a number of evidence-based practices. The intent behind the use of evidence-based practices is to maximize the department's effectiveness in case decision making, service delivery, and resource allocation.

In the grant proposal, the Probation Department applied to use grant funding to contract with Paula Smith Ph.D. and Associates to train probation staff from 14 northern California counties in the use of case management techniques based on effective interventions. The proposed agreement with Paula Smith Ph.D. and Associates is to provide training in Eureka, Redding, and Red Bluff. Two different trainings are scheduled including:

1. One-day EBP in Corrections (Basic EBP)
2. Two-day EBP Training of Case Management/Case Planning and Contingency Training

With the approval of the proposed agreement, probation departments in northern California will work with Dr. Paula Smith and her associates. Dr. Smith is an Associate Professor in the School of Criminal Justice at the University of Cincinnati. Her research interests include offender assessment and correctional rehabilitation. She has been involved in evaluations of more than 280 correctional programs throughout the United States; and, in her research experience, Dr. Smith has considerable frontline knowledge that has been gained while working with a variety of offender populations.

FINANCIAL IMPACT:

The compensation set for this agreement with Paula Smith Ph.D. and Associates is \$78,500. This training cost has been included as a part of the appropriation in 1100-235-325, Contract Services, as approved with the original Board Order for the Evidence-Based Practices (EBP) Training Project grant. There is no additional impact to the County General Fund. This training will create the opportunity for Probation staff to be trained on proven effective practices which will improve expected outcomes with the population served by the Probation Department and increase public safety for the community.

This project supports the Board Strategic Framework by creating opportunities for improved safety and health by partnering to promote quality services that build inter-jurisdictional and regional cooperation. This will also address the Board's goal to target investments that generate long-term savings through reducing offender recidivism, which will reduce criminal justice costs.

OTHER AGENCY INVOLVEMENT:

County Counsel and Risk Management reviewed and approved the agreement. The Auditor confirmed sufficient funding exists for the training. In addition, probation departments from 13 other northern California counties, including, Butte, Colusa, Del Norte, Glenn, Lassen, Mendocino, Modoc, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity, were included in the Evidence-Based Practices Training Project grant and staff from these counties will participate in the trainings offered by Paula Smith Ph.D and Associates.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve this agreement, however, this is not recommended. The Probation Department seeks approval of the agreement with Paula Smith Ph.D. and Associates as they are qualified to offer this training. Failure to approve the agreement would result in numerous northern California probation departments not being able to meet identified training needs of our staff. This could negatively impact public safety throughout the affected counties, potentially damage regional relationships and future cooperation, and harm the county's standing with the Board of State and Community Corrections with regard to future grants.

ATTACHMENT:

1. Two copies of the proposed agreement with Paula Smith Ph.D. and Associates

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
PAULA SMITH, PH.D. AND ASSOCIATES, LLC**

This Agreement, entered into this 25th day of April, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Paula Smith, Ph.D. and Associates, a Limited Liability Company (LLC), and hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Probation Department, desires to retain the services of CONSULTANT to provide Case Management and Planning training to Humboldt County Probation staff and Probation staff from other Northern California counties under the Evidence-Based Practices Grant; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character, and 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, CONSULTANT has represented that it is qualified to perform such services.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

CONSULTANT agrees to furnish the services described in Exhibit A – Scope of Work, consisting of one (1) page, which is attached hereto and incorporated herein by reference. In providing such services and assistance, CONSULTANT agrees to fully cooperate with the Chief Probation Officer or designee thereof, hereinafter referred to as PROBATION.

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for the period beginning May 1, 2017 and ending June 30, 2017.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT 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 may be terminated by COUNTY without cause upon thirty (30) days advance written notice. 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, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated.

COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation. In the event of any termination of this Agreement, CONSULTANT 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 CONSULTANT.

4. COMPENSATION:

The maximum amount payable by COUNTY under this Agreement is Seventy-Eight Thousand and Five Hundred Dollars (\$78,500.00). CONSULTANT agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. The rates and costs shall be as set forth in Exhibit B – Schedule of Rates, consisting of one (1) page, which is attached hereto and incorporated herein by reference.

5. PAYMENT:

- A. CONSULTANT shall submit to COUNTY an invoice itemizing all work completed. Invoices shall be in a format approved by, and shall include backup documentation as specified by PROBATION and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.
- B. Failure of COUNTY to pay any amount required hereunder within thirty (30) days after receipt of an invoice from CONSULTANT shall be just cause to terminate this Agreement. CONSULTANT shall notify COUNTY of its intention to do so, and termination shall become effective sixty (60) days thereafter if COUNTY has not made such payment in full.
- C. Termination under this Article 5 does not relieve COUNTY of the obligation to reimburse all costs and non-cancelable commitments incurred in the performance of this Agreement prior to termination, such reimbursement not to exceed the total project cost as specified in Exhibit B. Upon termination for any reason, each party shall immediately return all confidential information to the other party.

6. NOTICES:

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

COUNTY: Humboldt County Probation Department
Attn: William Damiano, Chief Probation Officer
2002 Harrison Ave.
Eureka, CA 95501

CONSULTANT: Paula Smith, Ph.D. and Associates
Attn: Dr. Paula Smith

7. REPORTS:

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

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records 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 work performed.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or COUNTY. All examinations and audits conducted under this section 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 CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal 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. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT shall not 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 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 and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

12. CONFLICTS OF INTEREST:

CONSULTANT and CONSULTANT's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that

could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this Agreement.

13. DRUG-FREE WORKPLACE:

By signing this Agreement, CONSULTANT hereby certifies that CONSULTANT 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. 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 all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONSULTANT'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 CONSULTANT's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Noncompliance. Failure to comply with these requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

CONSULTANT 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, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

CONSULTANT through its Office of Risk Management and Insurance now has and will maintain during the term of the contract a comprehensive program of self-insurance and commercially purchased insurance, covering property, casualty and liability exposures to CONSULTANT and its employees, agents and volunteers, while acting on CONSULTANT's behalf. Students are covered under this program for Professional (patient care) liability only, while engaged in clinical rotations at the request or direction of CONSULTANT through a health care education program.

The primary level of insurance for general and professional (patient care) liability is provided through a self-insurance program, consisting of trust funds maintained by an independent trustee and actuarially supported to liability limits of \$100,000 per occurrence for general liability \$4,000,000 per occurrence for professional liability. The funds' financial soundness is reviewed and certified annually through an outside actuarial firm. CONSULTANT also participated in a self-insurance program among several state universities in Ohio for automobile liability and general liability insurance coverages. In addition, commercially purchased excess insurance is provided above the primary liability insurance coverages with limits of \$15,000,000 and higher depending on the type of claim. However, because the primary level of coverage is through self-insurance, there is no "Certificate of Insurance" for this coverage, and additional insured parties cannot be named.

Workers Compensation Insurance for CONSULTANT employees is provided through the state fund. CONSULTANT has been assigned a "Workers Compensation Risk Number"; however there is not a certificate for that coverage.

Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, California 95501

CONSULTANT: Paula Smith Ph.D. and Associates
Attn: Dr. Paula Smith
6302 Birchdale Court
Cincinnati, OH 45230

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two 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 CONSULTANT 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.

17. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONSULTANT certifies by its signature below that CONSULTANT is not a Nuclear Weapons Contractor, in that CONSULTANT 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. CONSULTANT 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 CONSULTANT becomes a Nuclear Weapons Contractor.

18. COMPLIANCE WITH LAWS:

CONSULTANT agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply with all applicable local, state and federal licensure and certification requirements.

19. 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.

20. ASSIGNMENT:

This agreement shall not be assignable by either Party without the prior written consent of the other Party. CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT 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 CONSULTANT to obtain supplies, technical support or professional services.

21. 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 assigns.

22. 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 CONSULTANT. 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 CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

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23. 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.

24. AMENDMENT:

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

25. STANDARD OF PRACTICE:

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

26. TITLE TO INFORMATION AND DOCUMENTS:

CONSULTANT retains all sole ownership rights to any and all patent, trademark, copyright and other intellectual property rights in any and all inventions and/or materials developed by CONSULTANT during the performance of CONSULTANT's duties under this Agreement.

27. 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.

28. 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 (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to PROBATION. Neither party will use the name of the other in any advertising or other form of publicity without the written permission of the other.

29. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONSULTANT 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.

30. 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.

31. 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.

32. 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, but not be limited to, 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.

33. 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 of the parties. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

34. 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.

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IN WITNESS WHEREOF, the County of Humboldt, by and through its Board of Supervisors, and Paula Smith Ph.D and Associates by its authorized officers, have made and executed this Agreement as of the day and year 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.

(SEAL)

ATTEST

By: *Lu Mitchell*
Clerk of the Board

COUNTY OF HUMBOLDT

By: *Virginia Baro*
Chair, Board of Supervisors

PAULA SMITH PH.D AND ASSOCIATES

By: *Paula Smith*

Name: Paula Smith

Title: PhD

Date: March 17, 2017

By: _____

Name: _____

Title: _____

Date: _____

County Counsel

By: *Namur*
Deputy County Counsel

INSURANCE REQUIREMENTS
Reviewed and Approved

By: *Kaylyn*
Risk Analyst

Exhibit A

Scope of Work

Paula Smith Ph.D. and Associates will provide three (3) 1-day EBP in Corrections (Basic EBP) trainings and six (6) 2-day EBP Training of Case Management/Case Planning and Contingency Management. Trainings will be scheduled to be held at three different county sites in California. Those sites are 1) Eureka, Humboldt County, 2) Redding, Shasta County, and 3) Red Bluff, Tehama County. The total cost of for all sessions is \$78,500. This price is inclusive of all salaries, benefits, travel, training material, and administrative costs.

The total cost of this contract is \$78,500.

Exhibit B

Schedule of Rates

Training Sessions scheduled in Eureka, Humboldt County, California			
Training Session	Training Subject	Cost Per Training	Cost Includes:
1	1-Day EBP in Corrections (Basic EBP)	\$6,038.46	Salaries, Benefits, Travel, Materials & Administrative costs.
2	2-Day EBP Training of Case Management/Case Planning and Contingency Management	\$12,076.93	Salaries, Benefits, Travel, Materials & Administrative costs
3	2-Day EBP Training of Case Management/Case Planning and Contingency Management	\$12,076.93	Salaries, Benefits, Travel, Materials & Administrative costs
Training Sessions scheduled in Redding, Shasta County, California			
4	1-Day EBP in Corrections (Basic EBP)	\$6,038.46	Salaries, Benefits, Travel, Materials & Administrative costs
5	2-Day EBP Training of Case Management/Case Planning and Contingency Management	\$12,076.92	Salaries, Benefits, Travel, Materials & Administrative costs
6	2-Day EBP Training of Case Management/Case Planning and Contingency Management	\$12,076.92	Salaries, Benefits, Travel, Materials & Administrative costs
Training Sessions scheduled in Red Bluff, Tehama County, California			
7	1-Day EBP in Corrections (Basic EBP)	\$6,038.46	Salaries, Benefits, Travel, Materials & Administrative costs
8	2-Day EBP Training of Case Management/Case Planning and Contingency Management	\$12,076.92	Salaries, Benefits, Travel, Materials & Administrative costs
		\$78,500	