



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-12

For the meeting of: June 28, 2016

Date: May 11, 2016

To: Board of Supervisors

From: Connie Beck, Director
Department of Health and Human Services

Subject: Agreement with Aspire Change – KLJ Training & Consulting to Provide Technical Assistance and Coaching to Fully Implement the Humboldt Practice Model for Fiscal Year 2016-17

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the agreement with Aspire Change – KLJ Training & Consulting to assist the Department of Health and Human Services (DHHS) to provide technical assistance and coaching to fully implement the Humboldt Practice Model for fiscal year 2016-17;
2. Authorizes the Chair to execute three (3) originals of the agreement (Attachment 1); and
3. Directs the Clerk of the Board to route two (2) fully executed originals of the agreement to the DHHS-Contract Unit for forwarding to DHHS Administration.

SOURCE OF FUNDING:

Social Services Fund

DISCUSSION:

Karen Lofts Jarboe, President of Aspire Change – KLJ Training & Consulting, has over 30 years of experience as a practitioner, supervisor, manager, trainer, coach and consultant in child welfare and related

Prepared by Alisha Davey, SSA CAO Approval Cheryl D. Higgins

REVIEW: Auditor MSM County Counsel ib Personnel _____ Risk Manager KH 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 Bass Seconded by Supervisor Fennell
Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
Nays _____
Abstain _____
Absent _____

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

Dated: June 28, 2016
By: Kathy Hayes
Kathy Hayes, Clerk of the Board

fields. Karen has extensive experience in program and practice implementation, inter-agency collaboration and working with child welfare organizations, community and tribal partners and the Courts on improvements. She has specialty with the Humboldt Practice Model in which DHHS is molding into its leadership to fit the Wendy Brown Creative Partners report. It is the mission of Aspire Change – KLJ Training & Consulting to provide and support culturally sensitive facilitation, training, coaching, consultation, and implementation supports that strengthen outcomes for children and families through youth, family, community and tribal partnerships in the child welfare system.

With the execution of this agreement, Aspire Change – KLJ Training & Consulting will provide technical assistance and coaching to strengthen the capacities of DHHS to organize, align and sustain key implementation infrastructure and processes within systems contexts to fully implement the Humboldt Practice Model (HPM) and the related integrated interventions. The Humboldt Practice Model is a set of values, practices and core elements that guide DHHS’s work and interactions with community members, colleagues, customers, clients, patients, and co-workers. Aspire Change – KLJ Training & Consulting will increase agency implementation capacity and infrastructure to support and sustain the HPM and alignment with agency strategic plans and other innovations. This will involve continuing to embed implementation functions within agency staff positions, leadership and teaming structures. It will also increase the agency’s ability to self-regulate the implementation, scale-up, and optimization of the HPM and other agency innovations that shifts the leadership and agency culture in a supportive way.

Therefore, DHHS recommends that the Board approves and authorizes the Chair to execute this agreement for fiscal year 2016-17.

FINANCIAL IMPACT:

The costs associated with the Aspire Change – KLJ Training & Consulting agreement for the period of July 1, 2016 through June 30, 2017 have been included in the proposed fiscal year 2016-17 budget in Fund 1160, Budget Unit 508 in the amount of \$106,250. There will be no impact to the county’s General Fund.

Approving this agreement supports the Board’s Strategic Framework by creating opportunities for improved health and safety, and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve the agreement for the technical assistance and coaching to fully implement the Humboldt Practice Model. This alternative is not recommended.

ATTACHMENTS:

Attachment 1: Aspire Change – KLJ Training & Consulting (3 originals)

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
ASPIRE CHANGE – KLJ TRAINING & CONSULTING**

This Agreement, entered into this 28th day of June, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Aspire Change – KLJ Training & Consulting a California sole proprietorship, 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 support active, ongoing, and intensive technical assistance and coaching to strengthen the capacities of Humboldt County Department of Health and Human Services (DHHS) to organize, align, and sustain key implementation infrastructure and processes within systems contexts to fully implement the Humboldt Practice Model (HPM) and the related, integrated interventions; 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:

This Agreement shall begin on July 1, 2016 and shall remain in full force and effect until June 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. COUNTY may terminate this Agreement without cause upon ninety (90) days advance written notice to CONTRACTOR. 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 reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR ninety (90) 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 One Hundred Six Thousand, Two Hundred Fifty Dollars (\$106,250.00). 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 written amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is 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. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly 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:

COUNTY: Humboldt County DHHS – Social Services
Attention: Leslie Abbott, Staff Services Manager
507 F Street, 5th Floor
Eureka, CA 95501

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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, signed 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 DHHS
Attention: DHHS-Assistant Director of Administration
507 F Street
Eureka, CA 95501

CONTRACTOR: Aspire Change – KLJ Training & Consulting
Attention: Karen Lofts Jarboe
PO Box 6298
Eureka, CA 95502

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. 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. 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.
- 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.
- C. Notwithstanding the applicability of the above laws, Contract will comply with laws related to mandated Child Abuse Reporting (CA Penal Code 11164-11174.3 and the “Tarasoff” Duty to Warn. (Welfare and Institutions Code Section 5328(r).)

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. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below 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.

13. 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.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY employees from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney 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. CONTRACTOR shall not be responsible or liable for COUNTY's negligent interpretation of CONTRACTOR'S work or conduct.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR 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.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire 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. Bests 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; County will provide written approval of all insurance policy certifications provided by contractor:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) 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 Offices 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 (\$1,000,000.00) 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.

If CONTRACTOR has no employees, CONTRACTOR may sign the following certification in lieu of Workers' Compensation Insurance:

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

CONTRACTOR: Karen Leffts Jauboe 6/7/16
 Aspire Change – KLJ Training & Consulting Date
 Sole Proprietor

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 is covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.

- e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The 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. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) 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 cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the 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
Attn: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Aspire Change – KLJ Training & Consulting
Attention: Karen Lofts Jarboe
PO Box 6298
Eureka, CA 95502

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16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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30. 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.

31. 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.

32. 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, each party shall bear its own costs.

33. SURVIVAL:

The duties and obligations of the parties set forth in Section 3D – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. 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.

35. 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.

36. 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.

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37. 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.

38. 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.

39. 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.

ASPIRE CHANGE – KLJ TRAINING & CONSULTING:

By: Karen Loftis Jarboe
Name: Karen Loftis Jarboe
Title: Owner-Operator - LCSW26270

Date: June 7, 2014

COUNTY OF HUMBOLDT:

By: [Signature]
Mark Lovelace
Chair, Humboldt County Board of Supervisors

Date: 6/28/16

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature]
Risk Analyst

Date: 6/9/16

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
 Aspire Change – KLJ Training & Consulting
 July 1, 2016 – June 30, 2017

Support active, ongoing, and intensive technical assistance and coaching to strengthen the capacities of Humboldt County Department of Health and Human Services (DHHS) to organize, align, and sustain key implementation infrastructure and processes within systems contexts to fully implement the Humboldt Practice Model (HPM) and the related, integrated interventions.

Contractor is not responsible or held liable for COUNTY’S negligent interpretation of contractors’ work and conduct.

The following scope of services, schedule and deliverables are simply a suggested schedule of work to be preformed. The contractor expects to modify and refine this scope of work and schedule in collaboration with COUNTY. . CONTRACTOR shall not be responsible for any failure on the part of COUNTY to be available and participate in the services outlined below.

1. SERVICES:

1. Increase agency implementation capacity and infrastructure to support and sustain the HPM and alignment with agency strategic plans and other innovations. This will involve continuing to embed implementation functions within agency staff positions, leadership and teaming structures.
2. Increase the agency’s ability to self-regulate the implementation, scale-up, and optimization of the HPM and other agency innovations that shifts the leadership and agency culture in a supportive way.

2. SCHEDULE:

Functions	Activities	Timeline 1 Day = 6 Hours
I. Linked Leadership & Implementation Teams a. Continue to support the integration of active implementation and scaling functions for leadership and management into the agency’s implementation team structures.	a. Meeting together with key leadership teams to develop Terms of Reference (Charters) that attend to the group’s purpose, shared agreements, membership, resources, authority, etc. b. Stage out other key teams within Children & Family Services (C&FS) to engage in Charter Work c. Develop Leaders & Managers to facilitate Charter Work within their sphere of influence	July-Sept. 2016 (4 days) Sept.-Dec. 2016 (8 days) Jan.-March 2017 (6 days)
b. Support the development of leadership team abilities, confidence & other implementation support staff to facilitate meetings, take ownership of implementation progress, and leverage momentum to advance systems of support for	Individual Monthly Coaching	Sept. 2016- June 2017 (2 days/month)

implementation with agency staff and diverse community partners.		
<p>c. Support the development of a process for agency leadership and staff to explore.</p> <ol style="list-style-type: none"> 1) Organizational readiness for implementing new initiatives 2) Fit of new innovations with existing practices and strategic plans 3) Strategies for aligning new initiatives/practices with the agency's implementation infrastructure 	<ol style="list-style-type: none"> a. Group Coaching processes across branches – monthly b. Group Coaching processes within branches – monthly c. Group Coaching processes with units of support, such as the training unit or Research & Evaluation units with branches – monthly 	<p>Sept. 2016- June 2017 (2 days/month)</p>
<p>d. Develop Communication Feedback Loops to support implementation & linked teaming structures</p>	<ol style="list-style-type: none"> a. Leaders within each branch develop fluid feed-forward and feed-back loops up to Executive Leaders b. Leaders in each branch develop fluid feed-forward & feed-back loops within their own sphere of influence with managers, supervisors and line-staff. 	<p>Sept. 2016- June 2017 (1 day/month)</p>
<p>II. Continue to support the development of staff professional development infrastructure for the HPM.</p> <ol style="list-style-type: none"> a. Supporting executives and leaders to become fluent in both the HPM and Leadership Behaviors and apply in practice to sustain all aligned implementation efforts over time 	<p>Leadership teaming training, coaching & team building –</p> <ul style="list-style-type: none"> • 3 Day Leadership Team Building Coaching Institute – Plan and deliver a 3 day HPM Leadership Coaching Institute for DHHS Executive and Branch Leaders (DHHS Director, Assistant Directors, Branch Directors and Deputies, Branch Managers); • Establish initial and on-going coaching of Leaders and Leadership teams across branches • Coaching with DHHS Director, Assistant Directors, Branch Directors, Deputies – once a month • Coaching with Integrated Services Team once monthly • Coaching in pairs during supervision between DHHS Director and each of his/her reports to build coaching and implementation capacity 	<p>Jan. 2017 (5 days includes planning & delivery)</p> <p>July 2016-June 2017 (2 days/month)</p>

	<ul style="list-style-type: none"> Coaching in pairs during supervision between each of the Assistant Directors and Branch Directors and their direct reports during supervision to build coaching and implementation capacity – once a month 	
b. Continue to support the organization and alignment of training and coaching infrastructure for the HPM	<p>Coaching of Practice Model Group around training & coaching; build capacity to train & coach other branch staff; community providers; community partners</p> <ul style="list-style-type: none"> Work with C&FS Child Welfare Services (CWS) to implement coaching plan that has been proposed to C&FS Executive Leadership for approval Coach/TA support for short-term working group within C&FS-Mental Health (MH) side comprised of line-staff, supervisors & managers to develop a proposed plan for coaching to the HPM for clinicians, case managers, other children’s mental health staff, supervisors & managers for C&FS Executive Leadership to approve Work with C&FS Children’s MH to implement coaching plan & provide coaching Integrate Co-Located Nursing Staff into the C&FS CWS Coaching Plan & provide group/individual coaching Work with small group from Practice Group to develop HPM Orientation trainers for other branches, deliver trainings Deliver series of HPM Coaching Institute trainings for Supervisors in Public Health, Social Services & Mental Health (3-4 three day trainings) 	<p>Sept. 2016-June 2017 (2 days spread out over 10 months) July 2016-June 2017 (2 days spread out) Sept. 2016-Jan. 2017 (2 days spread out over 3 months)</p> <p>Feb. 2017-June 2017 (2 days spread out) Sept. 2016-June 2017 (2 days spread out) Sept 2016-June 2017 (2 days)</p> <p>Sept. 2016-June 2017 (12 days)</p>
c. Support the development of recruitment and selection infrastructure that promotes staff with a history of professional development well aligned with the HPM.	Coaching of Executive Leaders & Employee Services (any others who are part of the team) to improve recruitment & selection processes & staff retention	Sept. 2016-June 2017 (4 days spread out over 10 months)

3. DELIVERABLES:

Implementation technical assistance will focus on knowledge, skills-building and behavioral coaching in three domains:

- I. Continue to support the development of linked leadership and implementation teaming processes and structures. For example:
 - a. Continue to support the integration of active implementation and scaling functions for leadership and management into the agency's implementation team structures.
 - b. Develop communication feedback loops that support implementation and linked teaming structures within the Department of Health and Human Services (DHHS) and across branches.
 - c. Support the development of leadership team abilities and confidence and other implementation support staff to facilitate meetings, take ownership of implementation progress, and leverage momentum to advance systems of support for implementation with agency staff and diverse community partners.
 - d. Support the development of a process for agency leadership and staff to explore:
 - i. Organizational readiness for implementing new initiatives,
 - ii. Fit of new innovations with existing practices and strategic plans, and
 - iii. Strategies for aligning new initiatives/practices with the agency's implementation infrastructure.
- II. Continue to support the development of staff professional development infrastructure for the Humboldt Practice Model (HPM). For example:
 - a. Supporting executives and leaders to become fluent in both the HPM and Leadership Behaviors and apply in practice to sustain all aligned implementation efforts over time;
 - b. Continue to support the organization and alignment of training and coaching infrastructure for the HPM;
 - c. Support the development of recruitment and selection infrastructure that promotes staff with a history of professional development well aligned with the HPM.
- III. Begin to support the development of infrastructure and practice to use data for ongoing quality improvement. For example:
 - a. Continue to support the development of decision-support data process infrastructure to fully implement and optimize the HPM.
 - b. Support the organization and alignment of fidelity assessment infrastructure to measure and use data about the full and intended delivery of the HPM, linking with Continuous Quality Improvement (CQI) processes, SIP activities, and other linked data processes that support improvements for children and families.
 - c. Start by encouraging processes to link CQI processes, SIP activities, fidelity data, proximal outcomes, and longer term outcomes to better understand the impact of the HPM on children and families;
 - i. Meet with leaders of Child Welfare Services (CWS) and Research & Evaluation (R&E) to determine who best to be in work group and communication needed to set the stage for linking all of this together.
 - ii. Leaders convene work group to explore what they want to know and establish purpose, activities and timeline.
 - iii. Work group begins work to set up linking all of these to better understand how the practice model is impacting children and families.
 - d. Once the system gets started with linked processes in bullet 'b' above, then begin to link other data processes that can integrate across children's systems, adult systems and public health.
 - e. Support the development of practice-policy communication cycles across DHHS; how to communicate quality improvement processes and data to various stakeholders (staff, community, Board of Supervisors, etc.).

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4. ACCEPTANCE CRITERIA:

1. CONTRACTOR increases DHHS's implementation capacity and infrastructure to support and sustain the HPM and alignment with DHHS's strategic plans and other innovations.
2. CONTRACTOR increases DHHS's ability to self-regulate the implementation, scale-up, and optimization of the HPM.
3. CONTRACTOR supports the development of infrastructure and practice to use data for ongoing quality improvement.

5. REPORTING REQUIREMENTS:

CONTRACTOR will provide quarterly reports regarding the mutually agreed upon outcomes of coaching and technical assistance completed. CONTRACTOR will provide originals of reports to the DHHS Director at 507 F Street Eureka, CA 95501 and will email scanned copies of the quarterly reports to the DHHS-Contract Unit at: DHHS-ContractUnit@all.co.humboldt.ca.us.

CONTRACTOR's quarterly reports will track the following items:

- Summary of all coaching and technical assistance completed for the quarter.
- A list of DHHS employees that attended each event, including the date they attended.

6. PLACE OF PERFORMANCE:

Humboldt County, California, or additional locations negotiated by DHHS.

7. COUNTY RESPONSIBILITIES:

The COUNTY's Training Education and Supervision (TES) Unit, and other DHHS staff and leaders as necessary, will work with CONTRACTOR to schedule dates for technical assistance and coaching.

COUNTY will provide a place for the technical assistance and coaching to occur.

EXHIBIT B
SCHEDULE OF RATES
 Aspire Change – KLJ Training & Consulting
 July 1, 2016 – June 30, 2017

1. RATE OF COMPENSATION AND PAYMENT:

The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Six Thousand, Two Hundred Fifty Dollars (\$106,250.00). 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. CONTRACTOR agrees that all costs incurred above the maximum compensation cap will be the responsibility of the CONTRACTOR. Under no circumstances shall the maximum compensation cap exceed the amount of One Hundred Six Thousand, Two Hundred Fifty Dollars (\$106,250.00).

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions 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:

COUNTY: Humboldt County DHHS – Social Services
 Attention: Leslie Abbott, SSM
 507 F Street
 Eureka, CA 95501

2. EXPENSES:

A. Personnel Costs	
Title: Karen Lofts Jarboe, Owner Aspire Change – KLJ Training & Consulting	
Hourly Rate of Pay or Salary Calculation: \$800/day	
Duties Description: Technical assistance, consultation, training and coaching	
Total Personnel Costs:	\$800/day
B. Operational Costs	
Item: Office Space	
Description: Home office exclusive to business operations.	\$8/day
Item: General Liability & Car Insurance	
Description: General Liability & Car Insurance for personal car and business.	\$4/day
Total Operational Costs:	\$12/day
C. Supplies	
Item: Office materials	
Description: Paper and other supplies	\$3.50/day
Item: Office Equipment	
Description: Computer & Hot spot	\$5.50/day
Total Supplies:	\$9/day
D. Other Costs	
Item: Business Operations	
Description: Accounting, subscriptions & dues, internet, license fees, postage, security, phone	\$29/day
Total Other Costs:	\$29/day
Total for One Day :	\$850/day
Grand Total: 125 Days x \$850	\$106,250/year