

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CENTER FOR THE STUDY OF SOCIAL POLICY  
FOR FISCAL YEAR 2019-2020  
(July 1, 2019 – June 30, 2020)**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Center for the Study of Social Policy ("CSSP"), a Washington D.C. nonprofit, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Child Welfare Services ("DHHS – CWS"), desires to retain the services of CONTRACTOR to serve as the compliance monitor for the Final Judgment filed by the Attorney General on February 14, 2018, attached hereto as Exhibit C and incorporated herein; 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 – Child Welfare Services Director or designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin on July 1, 2019, and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein. The parties shall negotiate and enter into additional Agreements for monitoring functions beyond June 30, 2020 as required by the terms of the Final Judgment entered in *People of the State of California v. DHHS* (case number CV180143).

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 thirty (30) 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 seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Seventeen Thousand Three Hundred Seventy-Two Dollars (\$317,372.00). 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.
- 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 – Child Welfare Services  
Attention: Child Welfare Services Director  
2440 6<sup>th</sup> Street  
Eureka, California 95501

6. NOTICES:

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

COUNTY: Humboldt County DHHS – Child Welfare Services  
Attention: Child Welfare Services Director  
2440 6<sup>th</sup> Street  
Eureka, California 95501

CONTRACTOR: Center for the Study of Social Policy  
Attention: Judith Meltzer, Executive Vice President  
Center for the Study of Social Policy  
1575 Eye Street NW  
Suite 500  
Washington, DC 20005

7. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

8. 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.

9. 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.

10. 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.

11. 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.

12. DRUG-FREE WORKPLACE:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. 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 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.

- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and

conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

14. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and 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:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) 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.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to

COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to 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: Center for the Study of Social Policy  
Attention: Judith Meltzer, Executive Vice President  
Center for the Study of Social Policy  
1575 Eye Street NW  
Suite 500  
Washington, DC 20005

15. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

17. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

19. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by Director and CONTRACTOR.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent



jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

26. STANDARD OF PRACTICE:

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

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR

shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

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

29. ADVERTISING AND MEDIA RELEASE:

CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place. All notices required by this provision shall be given to Director.

30. SUBCONTRACTS:

CONTRACTOR shall notify 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.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3 – 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.

33. CONFLICTING TERMS OR CONDITIONS:

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

34. INTERPRETATION:

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

35. INDEPENDENT CONSTRUCTION:

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

36. FORCE MAJEURE:

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

37. ENTIRE AGREEMENT:

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

38. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each 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. 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, for all purposes.

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.

**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.

**CENTER FOR THE STUDY OF SOCIAL POLICY:**

By: Judith W. Meltzer

Date: 6/6/19

Name: Judith W. Meltzer

Title: Executive Vice President & Treasurer

By: Christine R. Katz

Date: 6/6/19

Name: Christine R. Katz

Title: Senior Vice President & CFO

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Rex Bohn  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Kaufman

Date: 06/11/2019

Risk Management

**LIST OF EXHIBITS:**

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates

Exhibit C - Final Judgment filed by the Attorney General on February 14, 2018

**EXHIBIT A**  
**SCOPE OF SERVICES**  
Center for the Study of Social Policy  
For Fiscal Year 2019 – 2020  
(July 1, 2019 – June 30, 2019)

**I. BACKGROUND**

This scope of work describes the responsibilities and activities of the Center for the Study of Social Policy (“CSSP”) as the third-party Compliance Monitor (“Monitor”) under the agreement entered into between the Office of the Attorney General of the State of California and the Humboldt County Department of Health and Human Services (“DHHS”) and the Humboldt County Sheriff’s Office (“Final Judgment”). The Final Judgment was ratified by the Superior Court of the State of California, Humboldt County on February 14, 2018. The role and functions of the third-party Monitor are described in the Final Judgment and form the basis for the proposed Scope of Work.

Under the Final Judgment, the Monitor, at the sole direction of the Attorney General's Office, shall conduct a review and prepare a written report bi-annually for a period of at least three years to examine Humboldt County's progress in implementing the terms of the Final Judgment and make findings and recommendations for corrective action, if any is required. In carrying out this function, CSSP will work actively with the parties and their designated consultants to assure the effective, timely and quality and implementation of the requirements of the Final Judgment.

The Monitor's independent assessment of Humboldt County's progress is directed to the following audiences:

- The Office the Attorney General of the State of California, so that it can have objective and reliable information on which to evaluate the progress of Humboldt County
- The parties to the Final Judgment- including the Humboldt County Department of Health and Human Services, the Humboldt County Sherriff's Office and the Humboldt County Board of Supervisors-so that they can have accurate and reliable information on which to evaluate their progress and take corrective action as needed to fully implement the Final Judgment.

**II. APPROACH TO THE WORK**

Staff of the Center for the Study of Social Policy, led by Judith Meltzer and Gayle Samuels, will work collaboratively with the parties to this Agreement in carrying out the functions of the Monitor. In conducting all of the work, the Monitor will seek to comprehensively review and understand the policies and actions taken by DHHS and the Sheriff’s Office and the results of those actions. The Monitor will review and independently validate materials and data supplied by DHHS and the Sheriff’s Office, supplemented by information available from working with the National Council on Crime & Delinquency (NCCD) and the County's other designated consultants, community partners, the Community Task Force established under the Final Judgment, the Humboldt County CAST Advisory Board, Tribal leaders and children and families involved with the child welfare system.

CSSP will structure its work though planned and frequent interaction with the Humboldt County leadership team and representatives of the Office of the Attorney General. We expect to schedule at least monthly calls with the County's implementation leadership team during this second year and will interact more frequently as required to carry out the work. CSSP will conduct its work both on-site in Humboldt County and to the extent possible; through remote access to written products, case level data and other sources of data that can be accessed off-site to minimize costs associated with travel. CSSP

will observe all confidentiality protocols regarding individual case level data and information and the confidentiality provisions of the Final Judgment.

Upon execution of the prior contract between the parties, dated June 26, 2018, for the term April 14, 2018 through June 30, 2019 (hereinafter referred to as the “Year 1 contract”), CSSP worked with the Humboldt County leadership team to establish protocols for collaboration, information sharing and data transfer and to identify the specific methodology that will be used to track and report on progress for each area and requirement of the Final Judgment. Based on timelines in the Final Judgment, CSSP will work with the Humboldt County leadership team and staff within the County DHHS and the Sheriff’s Office to identify data and information needs related to additional and specific requirements due in each six-month monitoring period and the specific monitoring and validation activities that will need to occur to assess compliance during that period. A project timeline will be developed by CONTRACTOR with estimated milestones and completion dates for deliverables during the contract period of July 1, 2019 through June 30, 2020 (hereinafter referred to as the “Year 2 contract”).

In conducting all of the compliance monitoring activities, CSSP will work with County staff and NCCD, as needed, to build their internal data tracking and quality improvement capacities including capacity to use quantitative and qualitative data for decision-making, track progress and results of corrective actions taken and adjust strategies as needed. Further, CSSP’s monitoring work will include seeking input from not only County leadership and staff but community partners, the tribal consultant and other consultants engaged in supporting the work, tribal representatives, community representatives, service providers and parents.

### III. ANTICIPATED TASKS AND PRODUCTS

#### 1. Review of progress toward performing Corrective Actions required by the Final Judgment:

CSSP staff will review and validate information necessary to report on the County DHHS and County Sheriff’s Office completion of specific corrective actions identified in the Final Judgment. These include but are not limited to, these bulleted tasks. The prior Year 1 contract also included a relevant table of activities and responsibilities in the Scope of Work, which is still operational.

- Adherence to the provisions of the MOU signed by DHHS and the Sheriff’s Office regarding compliance with CANRA; designation of point person within each Department, revisions of policies and procedures, staff training and improved Inter-Agency Coordination
- Procedures to insure joint action by DHHS and the Sheriff’s Office on responses to reports requiring cross-reporting and joint action
- Creation and maintenance of an internal tracking tool for reports and cross-reports including an electronic record of reports and actions taken
- Participation in the Humboldt County CAST Advisory Board and Protocol Subcommittee and completion and implementation of the revised CAST protocol. We expect to participate in person or via phone in meetings of the Humboldt County Child Abuse Services Team/CAST Advisory Board and the CAST Advisory Board Protocol subcommittee.
- Development and implementation of an interagency collaboration protocol to ensure staff from the CWS and Mental Health Divisions of DHHS coordinate the provision of mental health and child welfare services

- Implementation of a new Emergency Response System and revisions of policies and procedures regarding intake, screening, assessment and evaluation of risk and cross-reporting of law enforcement and the DA's office
- Creation and implementation of a policy to respond back to mandated reporters of alleged child abuse and neglect
- In consultation with NCCD, selection of and implementation of a Family Team meeting model
- Revision and implementation of policies and procedures to ensure collaboration with and input relating to decision-making from tribes
- Engagement with a qualified, independent tribal consultant to work with staff and NCCD to assist with implementation of policies and procedures related to collaboration between tribes and CWS social workers
- Development of protocols with eight federally recognized tribes in Humboldt County to insure time, shared decision-making and a process for dispute resolution
- Ongoing work with NCCD for a third year of assistance and for specific support to DHHS and the Sheriff's office as outlined in the Final Judgment
- Creation and operation of complaint procedures within CWS and the Sheriff's office as well as the ability to track complaints and their resolution

2. Steps to reduce the current backlog of outstanding investigations and improve the investigation completion rate each quarter:

This will require first determining the baseline completion of investigations through a review of tracking data and most likely a case record review of intake and investigations cases.

3. Assessment of the development and implementation of a Staffing Recruitment and Retention Plan to bring staff to levels determined by the Workload Study to be commenced in 2019:

CSSP will assess the adequacy of the plan and review progress in achieving staff goals quarterly and thereafter in maintaining adequate staffing. This will involve routine tracking and validation of case flow, system operations (e.g., staffing, caseload, etc.) and other data on the operation of the system and the outcomes for children and families.

4. Review and Assessment of Training requirements and training delivery:

CSSP will review the training plans of DHHS and the Sheriff's Office to assure it includes sufficient and quality training on all requirements in the Final Judgment. To assess training delivery, we will review tracking data to insure that new and current staff are provided training in accordance with the plan and interview new and existing staff about training.

5. Collaboration with and assessment of the Community Task Force (with membership including representatives included but not limited to those identified in the Final Judgment):

CSSP will assess the composition of the Task Force and its functioning through attendance as an observer at selected Task Force meetings and review of such information as the schedule of meetings, minutes of meetings and any documents created for or after meetings. As the Task Force is also charged with tracking progress of the Final Judgment, CSSP will seek input from

the Task Force members and sees the Task Force as a critical source of information and access to people with firsthand experience of the system's operations and effectiveness.

The Task Force is also an important source of community-based accountability for both tracking and sustaining progress and thus we will take steps to insure constructive collaboration with the Task Force. We expect to participate in quarterly Task Force meetings throughout the term of this contract.

6. Prepare a written report twice a year on the County's progress for the Attorney General's Office:

CSSP will prepare two written reports each year during the term of this Agreement. As specified in Section 4 of the Final Judgment, the report, which shall include findings and recommendations for corrective action, if any is required. It will address all requirements and deliverables of the Final Judgment to have been completed during the period and will address both system strengths and opportunities for improvement. Reports will include information from and be in coordination with the NCCD whenever possible. A draft of the report will be provided to the Attorney General's office, DHHS, and the Sheriff's office prior to finalization with opportunity and time for comment. Upon finalization, the report will be made available to stakeholders and the public.

7. Pursuant to Section 5.D. of the MOU between parties, CSSP will formally provide recommendations to parties twice annually in order to facilitate progress in meeting terms of the Final Judgment.



**EXHIBIT B**  
**SCHEDULE OF RATES**  
Center for the Study of Social Policy  
For Fiscal Year 2019 – 2020

CONTRACTOR agrees that the total maximum compensation for services and costs under this Agreement shall be a maximum of Three Hundred Seventeen Thousand Three Hundred Seventy-Two Dollars (\$317,372.00). The CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such dollar amount. All costs incurred above the maximum amount will be the responsibility of the CONTRACTOR.

	Total
Personnel (see narrative)	\$245,872.00
Staff Travel (see narrative)	\$60,000.00
Consultants' Fees and Travel	\$5,000.00
Indirect (10% of Staff Travel and Consultants)	\$6,500.00
<b>Total</b>	<b>\$317,372.00</b>

**Personnel:**

Personnel		Judith Meltzer	Gayle Samuels	Program/ Research	Other CSSP Staff	Total
July 1, 2019 – December 31, 2019	Hours	88	396	572	132	
	Rate	\$260	\$120	\$63	\$110	
	<b>Total</b>	<b>\$22,880</b>	<b>\$47,520</b>	<b>\$36,036</b>	<b>\$14,520</b>	<b>\$120,956.00</b>
January 1, 2020 – June 30, 2020	Hours	88	396	572	132	
	Rate	\$268	\$124	\$65	\$114	
	<b>Total</b>	<b>\$23,584</b>	<b>\$49,104</b>	<b>\$37,180</b>	<b>\$15,048</b>	<b>\$124,916.00</b>
<b>Total</b>						<b>\$245,872.00</b>

BUDGET NARRATIVE

**Personnel:**

**Judith Meltzer, Executive Vice President (10% time)**

Ms. Meltzer will provide overall direction and leadership for the tasks and products outlined in the Scope of Work with responsibility for final production of twice yearly monitoring reporting reports and recommendations to parties. She will supervise Senior Associate Gayle Samuels who will serve as Project Manager. Ms. Meltzer helped pioneer efforts to strengthen child welfare systems through more productive, less adversarial approaches to resolving class action litigation. She serves as the federal court-appointed monitor of the District of Columbia, South Carolina and New Jersey's child welfare systems which are subject to oversight as the result of class action litigation. In addition, she helped oversee technical assistance to child welfare agencies in Tennessee and Connecticut operating under court-ordered settlement agreements to improve child welfare systems. In 2005, Meltzer was honored by the American Public Human Services Association with the Peter Forsythe Award for Leadership in Public Child Welfare.

### **Gayle Samuels, Senior Associate (45% time)**

Ms. Samuels will work in tandem with Judith Meltzer and be responsible for managing day to day tasks for the full range of monitoring activities as defined in the Scope of Work, including helping to structure the data collection and monitoring methodologies, maintaining close communication with the Humboldt County Leadership team, NCCD and other partners conducting quantitative and qualitative analyses required to assess progress. With Ms. Meltzer, she will draft the twice yearly monitoring reports and preparation of recommendations. Gayle helps advance CSSP's child welfare system reform work, focusing on evaluating frontline practices in children's mental health and child protection. Gayle is currently leading work to develop and pilot test a training curriculum for child protective services workers on Understanding Implicit Racial Bias and its effects on decision-making. Prior to joining CSSP, she directed the qualitative case practice review program within the Office of Quality Improvement of the New York City child protection agency. Samuels' additional professional experience includes assisting the legal representation of children and youth in family court in dependency, status offense and juvenile delinquency cases and coordinating a Head Start-based research and intervention project aimed at reducing violence.

### **Arthur Argomaniz, Program/Research Assistant (65% time)**

Arthur works in CSSP's California (LA) office and will support the monitoring team as a Program Research Assistant, helping to schedule and coordinate activities and tasks, assisting with data collection and analysis and participating in telephone and on-site meetings.

### **CSSP Policy & Practice Experts (15% time)**

Other CSSP staff who work with child welfare systems around the country will be available to assist in qualitative monitoring, case record reviews, the review of training plans and curricula, the development of CQI practices. They will be available to the team for limited and specific projects that arise.

### **Fringe Benefits**

Fringe benefit costs are calculated on an annual basis. These costs include unemployment insurance, health insurance, life insurance, short-term and long-term disability insurance, FICA, worker's compensation, pension and long-term care insurance. In 2019, it is anticipated that CSSP's fringe rate will be 33 percent of personnel costs.

### **Office and Occupancy**

Office and occupancy costs are calculated on an annual basis. These costs include office expenses and occupancy costs including rent and rent escalations, building operating expenses, security system costs, parking, equipment leasing, maintenance contracts and repairs, supplies, telephone expenses, mailing costs, outside clerical, outside professional expenses such as accounting and legal, financial institution fees and other liability costs (not associated with fringe benefits), other contingency pass-through costs and depreciation costs. In 2019, the office expenses and occupancy costs are estimated to be 25 percent of personnel costs.

### **Staff Travel**

Includes estimated costs for the following:

- 4 trips for Judy Meltzer at an average cost of \$2,750 per trip (assumes minimum 5 nights per trip) or \$11,000 total

- 8 trips for Gayle Samuels at an average cost of \$2,750 per trip (assumes minimum 5 nights per trip) or \$22,000 total
- 8 trips for Arthur Argomaniz at an average cost of \$2,000 per trip (assumes minimum 5 nights per trip) or \$16,000 total
- 4 trips for Other CSSP Staff at an average cost of \$2,750 per trip (assumes minimum 5 nights per trip) or \$11,000 total

### **Consultant Fees**

We have included a small consultant pool budget to cover costs that may arise in reviewing and setting up data collection protocols and methodologies, supporting DHHS in developing internal monitoring and quality assurance capacity and other specialized monitoring and technical support tasks. All use of consultants will be discussed in advance with the County leadership team.

### **Indirect Costs**

Indirect costs are budgeted by CSSP at 10 percent of direct project costs. CSSP defines “indirect” as those costs associated with maintaining the organization and supporting personnel in areas that are not provided for under office and occupancy costs. The indirect rate includes costs associated with financial management and oversight of the organization, organizational development such as staff training and professional development, evaluation and quality review and control time, strategic planning and annual retreats, time associated with research that does not pertain to a specific grant, participation in other conferences and meetings that contribute to the field, time associated with fundraising, core communications efforts and development, and time donated to pro-bono projects. Indirect expenses also include website maintenance fees, memberships in professional organizations, subscriptions to professional journals and newspapers, miscellaneous office expenses such as specific depreciable items, and building reserves for long-term sustainability, and other costs that contribute to the organization’s growth and development.