

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CHANGING TIDES FAMILY SERVICES
FOR FISCAL YEAR 2019-2020**

This Agreement, entered into this 25 day of June, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Changing Tides Family Services, a California not for profit corporation, 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 a qualified professional to provide supervised visitation services and transportation for supervised visitation services to families who have been referred by the court for supervised family visits; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the supervised visitation and related transportation services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

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

3. TERMINATION:

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

B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is

reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for CONTRACTOR program services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Four Hundred Ninety-Nine Thousand Four Hundred Forty One Dollars (\$499,441.00). CONTRACTOR shall bill Client transportation costs separately, based on the federal mileage rate at the time of transport, not to exceed Thirty Thousand Dollars (\$30,000.00). Total program maximum amount shall not exceed Five Hundred Twenty-Nine Thousand Four Hundred Forty One Dollars (\$529,441.00). 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 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. Any and 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 quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. CONTRACTOR shall submit a final invoice for payment within thirty days following the expiration or termination date of this Agreement. Invoices shall be in a format approved by Director and the Humboldt County Auditor-Controller, and shall include the date that each service was provided, the total number of service hours provided per day, the total cost per day and the total cost for the month. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Child Welfare Services
Attention: Sheryl Lyons, Program Manager
2440 6th 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 6th Street
Eureka, California 95501

CONTRACTOR: Changing Tides Family Services
Attention: Kerry Venegas, Executive Director
2259 Myrtle Avenue
Eureka, California 95501

7. REPORTS:

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

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. 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, procedures and overall business operations, at any time, 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 CONTRACTOR's performance hereunder.

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, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, 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. HIPAA Business Associate Requirements. CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in Exhibit C – County of Humboldt HIPAA Business Associate Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

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, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.

- 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, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by 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 Executive 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 Sections 8101, et seq. 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:

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

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. 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's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

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 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 set forth herein, CONTRACTOR, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extension 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 or its agents, officers, directors, employees, 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 (1) incident, including, without limitation, 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, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with 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 and 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, and 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 or 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 property damage caused by explosion or collapse of structures or underground damage, 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. 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 (1) insured shall not operate to impair the rights of one (1) 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 (1) 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 shall not affect the coverage provided to COUNTY or 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. 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 any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 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 hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

CONTRACTOR: Changing Tides Family Services
 Attention: Kerry Venegas, Executive Director
 2259 Myrtle Avenue
 Eureka, California 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be

entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits.

17. PROVISIONS REQUIRED BY LAW:

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

18. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

19. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

B. Licensure Requirements. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

E. Humboldt County Local System of Care. CONTRACTOR agrees to comply with all applicable provisions of the Humboldt County Local System of Care, which is attached hereto as Exhibit C – Local System of Care and incorporated herein by reference as if set forth in full.

20. PROTOCOLS:

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

21. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event

shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms of this Agreement.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

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

25. 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, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

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.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of 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 in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

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

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, 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.

34. SURVIVAL OF PROVISIONS:

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

35. CONFLICTING TERMS OR CONDITIONS:

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

36. INTERPRETATION:

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

37. INDEPENDENT CONSTRUCTION:

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

38. ENTIRE AGREEMENT:

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

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. 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.

40. 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 first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CHANGING TIDES FAMILY SERVICES:

By: [Signature] Date: 6/5/2019

Name: Kerry Venegas

Title: Executive Director

By: [Signature] Date: 6/5/2019

Name: Connie Sundberg

Title: Deputy Director, Behavioral & Family Empowerment

COUNTY OF HUMBOLDT:

By: [Signature] Date: 6/25/19

Rex Bohn
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature] Date: 06/11/2019

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – County of Humboldt HIPAA Business Associate Agreement
- Exhibit D – Local System of Care

EXHIBIT A
SCOPE OF SERVICES
Changing Tides Family Services
For Fiscal Year 2019-2020

Changing Tides will provide supervised visitation services and transportation for supervised visitation to families who have been referred by the court for supervised visits.

1. SERVICES:

CONTRACTOR will provide supervised visitation services and transportation for supervised visitation services to families who have been referred by the court for supervised family visits. In addition to the requirement of this Scope of Services, CONTRACTOR shall meet all requirements of California Family Code § 3200.5.

CONTRACTOR agrees to conduct regular check-ins with COUNTY by phone, email, or face-to-face meetings for the purpose of updates to COUNTY pertaining to staff turnover and/or anticipation of Visitations Specialist vacancies.

A. Qualifications of Contractor's Visitation Specialists

1) CONTRACTOR agrees to provide Visitation Specialists who:

- a) Are 21 years of age or older;
- b) Have no record of conviction for driving under the influence (DUI) within the last 5 years;
- c) Have not been on probation or parole for the last 10 years;
- d) Have no record of a conviction for child molestation, child abuse, or other crimes against a person;
- e) Have proof of automobile insurance if transporting the child;
- f) Have no civil, criminal, or juvenile restraining orders within the last 10 years;
- g) Have not been and are not currently a party requiring supervised visitation pursuant to a court order;
- h) Are able to speak the language of the adults and child being supervised and, if unable to speak the relevant language, will provide a neutral interpreter over the age of 18 who is able to do so;
- i) Agree to adhere to and enforce the court order regarding supervised visitation;
- j) Meet the training requirements stated in Section 1(B) – Required Training for Contractor's Visitation Specialists below;

B. Required Training for Contractor's Visitation Specialists

- 1) Prior to providing visitation services, CONTRACTOR'S Visitation Specialists shall receive at least 24-hours of training that includes the following subjects:
 - a) The role of a Visitation Specialist when supervising court ordered visitations;
 - b) CONTRACTOR'S (and CONTRACTOR'S Visitation Specialist's) legal responsibilities and obligations;

- c) Child abuse reporting laws;
- d) Issues relating to substance abuse, child abuse, sexual abuse, and domestic violence;
- e) Basic knowledge of family and juvenile law;
- f) Conflicts of interest;
- g) Confidentiality;
- h) Record-keeping procedures, including how to document visits;
- i) De-escalation of clients;
- j) Safety in the field and with clients;
- k) Screening, monitoring, and termination of visitation;
- l) Developmental needs of children;
- m) Coaching to parent skills;
- n) Humboldt Practice Model;
- o) Cultural sensitivity;
- p) Car seat training;
- q) Other training that is mutually agreed upon by COUNTY and CONTRACTOR

C. Safety and Security Procedures

CONTRACTOR agrees to do the following:

- 1) Make every reasonable effort to assure the safety and welfare of the child and adults during visitations;
- 2) Establish a written protocol that describes the emergency assistance and responses that can be expected from the local law enforcement agency;
- 3) Establish and state in writing minimum security procedures and inform the parties of these procedures before the commencement of supervised visitation;
- 4) Review intake/screening documentation provided by COUNTY before first visit including an account of the child's health needs if the child has a chronic health condition;
- 5) Address any questions or concerns with the COUNTY for clarification prior to the first visit;
- 6) Establish written procedures that must be followed in the event a child is abducted during supervised visitation.

D. Temporary suspension or termination of supervised visitation

- 1) CONTRACTOR agrees to make every reasonable effort to facilitate a safe visit for the child and the parent(s).
- 2) If CONTRACTOR'S Visitation Specialist determines that the rules of the visit have been violated, the child has become acutely distressed, or the safety of the child or CONTRACTOR'S Visitation Specialist(s) is at risk, the visit may be temporarily interrupted, rescheduled at a later date, or terminated.
 - a) A safety issue may include and is not limited to situations in which a parent may be under the influence, becomes hostile or aggressive, or does not heed directions of the visitation specialist.
 - b) Before interrupting or terminating a visit for these reasons, the Visitation Specialist will attempt to de-escalate and/or attempt to redirect parent(s), if

safely possible.

- 3) CONTRACTOR'S Visitation Specialists must record all interruptions or terminations of visits in the case file.
- 4) CONTRACTOR's Visitation Specialists must advise both parties of the reasons for interruption of a visit or termination.
- 5) CONTRACTOR'S Visitation Specialists must contact COUNTY (assigned CWS Social Worker) to advise them of the interruption/termination immediately or as soon as practical.
- 6) CONTRACTOR'S Visitation Specialists must state the reasons for temporary suspension or termination of supervised visitation in writing and provide the written statement to COUNTY (assigned CWS Social Worker).

E. Conflict of interest

- 1) CONTRACTOR (and CONTRACTOR'S Visitation Specialists) will maintain neutrality by refusing to discuss the merits of the case or agree with or support one party over another. Any discussion between CONTRACTOR (or CONTRACTOR'S Visitation Specialists) and the parties will be for the purposes of arranging visitation and providing for the safety of the children.
- 2) In order to avoid a conflict of interest (real or perceived), CONTRACTOR'S Visitation Specialists will not:
 - a) Be financially dependent on the person being supervised;
 - b) Be an employee of the person being supervised;
 - c) Be an employee of or affiliated with the superior court in the county in which the supervision is ordered unless specified in the employment contract;
 - d) Be in an intimate relationship with the person being supervised;
 - e) Be related to or a close friend with the person being supervised. (Defined as a relationship in which a reasonable person would be concerned with a conflict of interest.)

F. Confidentiality

CONTRACTOR must, whenever possible, maintain confidentiality regarding the case except when:

- 1) Ordered by the court;
- 2) Subpoenaed to produce records or testify in court;
- 3) Requested to provide information about the case by a mediator or evaluator in conjunction with a court-ordered mediation, investigation, or evaluation;
- 4) Required to provide information about the case by Child Welfare Services; or
- 5) Requested to provide information about the case by law enforcement.

This provision shall not be construed to mean that communications between the parties and the Visitation Specialist are protected by any evidentiary privilege.

2. SCHEDULE:

CONTRACTOR will provide qualified and trained Visitation Specialist services according to the following schedule:

A. Planned or unplanned Visitation Specialist absences notwithstanding, each Visitation Specialist will be available to schedule 4.5 'visit requests' per week, or approximately 18 hours of cumulative actual visitation a week per Visitation Specialist. This does not include transport time.

3. DELIVERABLES:

A. Supervised Visitation Services

- 1) CONTRACTOR agrees to make every attempt to schedule visitation for all referrals received from COUNTY.
- 2) CONTRACTOR will provide scheduled supervised visitation services Monday through Saturday, from 8:00 a.m. to 6:30 p.m.
- 3) CONTRACTOR will provide flexible supervised visitation services on an as-needed basis to meet clients' visitation needs where these cannot be met during CONTRACTOR'S regularly scheduled visiting hours.
- 4) CONTRACTOR will communicate with families to arrange supervised visitation services within three (3) days of receipt of the Family Connection Center's referral for services.
- 5) CONTRACTOR will provide referred families with a set schedule for visits within one (1) week of the Family Connection Center's referral for services.
- 6) CONTRACTOR will provide a copy of the visitation schedule to COUNTY (assigned CWS Social Worker), including any subsequent changes.
- 7) CONTRACTOR will bear sole responsibility for enforcement of all the terms and conditions of any supervised visitation. Unless otherwise ordered by the court, CONTRACTOR should implement the following terms and conditions:
 - a) Monitor conditions to assure the safety and welfare of the child;
 - b) Enforce the frequency and duration of the visits as ordered by the court;
 - c) Avoid any attempt to take sides with either party;
 - d) Ensure that all contact between the child and the noncustodial party is within the CONTRACTOR'S (or CONTRACTOR'S Visitation Specialist's) hearing and sight at all times, and that discussions are audible to CONTRACTOR (or CONTRACTOR'S Visitation Specialist);
 - e) Speak in a language spoken by the child and the noncustodial party;
 - f) Allow no derogatory comments about the other parent, his or her family, caretaker, child, or child's siblings;
 - g) Allow no discussion of the court case or possible future outcomes;
 - h) Allow neither the CONTRACTOR (and/or CONTRACTOR'S Visitation Specialist's) nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions;
 - i) Allow no spanking, hitting, or threatening the child;
 - j) Allow no visits to occur while the visiting party appears to be under the influence of alcohol or any substance or medication, prescribed or not, that affects judgment and/or mental capacity;
 - k) Allow no emotional, verbal, physical, or sexual abuse;
 - l) Allow no contact between the custodial and noncustodial parents unless ordered by the court; and

- m) Ensure that the parties follow any additional rules stated by the CONTRACTOR (or CONTRACTOR'S Visitation Specialists) or the court.

B. Contractor's Responsibilities

- 1) CONTRACTOR (or CONTRACTOR'S Visitation Specialists) must advise the parties before commencement of supervised visitation that their communications are not protected by any evidentiary privilege.
- 2) CONTRACTOR (or CONTRACTOR'S Visitation Specialists) must report suspected child abuse to the appropriate agency, as provided by law, and inform the parties of CONTRACTOR'S obligation to make such reports.
- 3) CONTRACTOR (or CONTRACTOR'S Visitation Specialists) must suspend or terminate visitation per conditions set in Section 1(D) above.
- 4) CONTRACTOR (or CONTRACTOR'S Visitation Specialists) must be familiar with any existing custody and visitation orders relevant to the supervised visitation.
- 5) CONTRACTOR will provide CONTRACTOR'S Visitation Specialists with access to a variety of car seats for safely transporting infants and children to and from visits.
- 6) CONTRACTOR'S Visitation Specialists will take notes for each supervised visitation and will provide COUNTY designee with a summary. These summaries will be sent on or before the end of each calendar month for inclusion in mandated reports to the court and involved parties.
 - a. Visitation summaries will be sent to COUNTY via encrypted email, as an attachment to said email.
 - b. CONTRACTOR agrees to employ an email system that requires users to have valid login credentials, in order to protect confidential client information shared between COUNTY and CONTRACTOR via email.
- 7) CONTRACTOR'S Visitation Specialists will testify in court, pursuant to court order, regarding visitations.
- 8) CONTRACTOR will stop scheduling visits and inform COUNTY (assigned CWS Social Worker) if a parent misses three (3) visits in a row, or has missed more than fifty percent (50%) of parent's scheduled visits.
- 9) CONTRACTOR (and/or CONTRACTOR'S Visitation Specialists) will communicate with COUNTY (assigned CWS Social Worker(s)).
- 10) CONTRACTOR will provide nutritious snacks for children whose parents cannot provide snacks.

4. ACCEPTANCE CRITERIA:

- A. Provide quarterly report to COUNTY that includes the following statistical data:
 - 1) Total number of visitation requests received from CWS
 - 2) Total number of visitation requests fulfilled
 - 3) Total number of hours of visits provided
 - 4) Total number of Visitation Specialists employed full-time during the quarter
 - 5) Geographic locations of all visits provided, broken down by city/community, and percentage of visits provided in each geographic location
 - 6) Total number of visitation requests terminated, and percentage of total number of visitation requests this represents

- 7) Proportion of visitation provided on Saturday, as a percentage of all visitation requests fulfilled

5. REPORTING REQUIREMENTS:

- A. CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.
- B. CONTRACTOR'S Visitation Specialists will keep a record for each case, including the following:
 - 1) A written record of each contact and visit, including information on who attended the visit and a narrative description of the visit which includes brief descriptions of interactions, strengths, weaknesses, and areas of concern.
- C. Case records should be limited to facts, observations, and direct statements made by the parties, not personal conclusions, suggestions, or opinions of the CONTRACTOR'S Visitation Specialist. All contacts by the CONTRACTOR'S Visitation Specialist in person, in writing, or by telephone with either party, the children, the court, attorneys, mental health professionals, and referring agencies should be documented in the case file. All entries should be dated by the person recording the entry.
- D. All case documentation shall be provided to COUNTY (assigned CWS Social Worker) on or before the end of each calendar month for inclusion in mandated reports to the court and involved parties.

6. PLACE OF PERFORMANCE:

- A. CONTRACTOR will provide supervised visitation services in the least restrictive setting possible, such as in the community or in the parent's home, unless there is a restriction noted by the assigned CWS Social Worker.
- B. CONTRACTOR will provide transportation for and/or conduct supervised visits in outlying areas of the county as necessary.

7. COUNTY RESPONSIBILITIES:

- A. COUNTY (assigned CWS Social Worker, Social Service Aide, or other CWS staff) will communicate with CONTRACTOR regarding what specific parent behaviors Visitation Specialist(s) must take note of during supervised visits.
- B. COUNTY (assigned CWS Social Worker) will inform CONTRACTOR when visits for specific clients no longer require supervision.
- C. COUNTY (CWS staff) will enter written summaries provided by CONTRACTOR'S Visitation Specialists into the county database for discovery in dependency court proceedings.

- D. COUNTY (assigned CWS Social Worker and County Counsel) will coach CONTRACTOR'S Visitation Specialists regarding court process and what to expect when testifying in court.
- E. COUNTY (assigned CWS Social Worker(s)) will communicate with CONTRACTOR (or CONTRACTOR'S Visitation Specialists).
- F. COUNTY will provide a DHHS-Children and Family Services phone list and organizational chart each month to CONTRACTOR.
- G. COUNTY will provide CONTRACTOR with a Visitation Guideline template that visiting parents must sign as notification of, and agreement to visitation guidelines.

EXHIBIT B
SCHEDULE OF RATES
 Changing Tides Family Services
 For Fiscal Year 2019-2020

The maximum amount payable by COUNTY for program services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Four Hundred Ninety-Nine Thousand Four Hundred Forty One Dollars (\$499,441.00). CONTRACTOR shall bill Client transportation costs separately, based on the federal mileage rate at the time of transport, not to exceed Thirty Thousand Dollars (\$30,000.00). Total program maximum amount shall not exceed Five Hundred Twenty-Nine Thousand Four Hundred Forty Dollars and Forty-Eight Cents (\$529,441.00).

CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.

CONTRACTOR will submit an itemized invoice summary quarterly in the form of the itemized invoice summary and an itemized invoice, attached hereto as Attachment 1 to Exhibit B and incorporated as part of this Agreement.

The itemized invoice summary due to the COUNTY, shall itemize costs for activities that are consistent with the services provided by CONTRACTOR as of the invoice date, described in Exhibit A, attached hereto and incorporated by reference.

Payment for services performed will be made within thirty (30) days after receipt of the approved invoice.

All work completed and costs for activities in Exhibit A - Scope of Services shall be entered and identified for the corresponding activities in Exhibit A that were performed by CONTRACTOR during the invoice period.

All identification and supporting documents shall be kept by the CONTRACTOR for a period of five (5) years and made available to Humboldt County Department of Health and Human Services (DHHS) staff for the purposes of audit upon request.

Invoice Schedule:

Quarterly invoices are due one month after the end of each quarter. During contract term, all quarterly invoices will be based on DHHS fiscal year quarters. Fiscal year is from July 1st through June 30th. The table below shows each fiscal year quarter and due dates. Contractors must submit quarterly invoices for each quarter in which the contract is active. Final itemized invoices are due one month after completion of the contract term

Quarter	Dates Included	Date Invoices Due to DHHS
1	July 1 through September 30	October 30
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final invoice	Based on contract term	One month after term end

**EXHIBIT B
SCHEDULE OF RATES
CHANGING TIDES FAMILY SERVICES**

<u>Personnel</u>			<u>Subtotal</u>	<u>Total</u>
Program Supervisor II Step 6B on Wage Scale				
Wages	\$27.58/hr X 12 months	53,781.00		
Payroll Taxes and Employer Sponsored Benefits		<u>16,498.90</u>	FTE	
		<u>70,279.90</u>	1.00	<u>70,279.90</u>
Deputy Director				
Wages	\$42.42/hr X 12 months	82,719.00		
Payroll Taxes and Employer Sponsored Benefits		<u>19,332.36</u>	FTE	
		<u>102,051.36</u>	0.25	<u>25,512.84</u>
Visitation Specialist at Step 1B on Wage Scale				
Wages	\$15.71/hr X 12 months	30,634.50		
Payroll Taxes and Employer Sponsored Benefits		<u>13,570.86</u>	FTE	
		<u>44,205.36</u>	3.00	<u>132,616.08</u>
Visitation Specialist at Step 1A on Wage Scale				
Wages	\$15.33/hr X 12 months	29,893.50		
Payroll Taxes and Employer Sponsored Benefits		<u>12,580.32</u>	FTE	
		<u>42,473.82</u>	3.00	<u>127,421.46</u>
 Total Personnel Costs			 Total 12 Month FTE	 7.25
				<u>355,830.28</u>
 <u>Operating Expenses</u>				
Office Supplies		4,948.13		
Postage		634.38		
Audit Expense		1,268.75		
In County Travel *				
Client Transportation		* See Note		
Staff Mileage		2,373.81		
Insurance		4,195.94		
Staff Development		4,945.43		
Advertising		3,987.50		
Information Technology Services		17,400.00		
Dues and Subscriptions		543.75		
Equipment Lease Expense		1,885.00		
Maintenance and Repairs		2,700.63		
Program Supplies		2,175.00		
Printing and Duplicating		815.63		
Rent		40,906.36		
Telephone and Internet		12,759.30		
Utilities		5,075.00		
 Total Operating Expenses				 <u>106,614.61</u>
<u>Administrative Indirect Expense</u>		8%	of	462,444.89
				<u>38,995.59</u>
 Total Program Budget				 <u>499,441.00</u>

* Client Transportation will be billed separately as incurred, not to exceed \$30,000

EXHIBIT B – ATTACHMENT 1

INVOICE			
Date: _____ Invoice # _____			
Changing Tides Family Services Attention: Kerry Venegas, Executive Director 2259 Myrtle Avenue Eureka, CA 95501		TO:	Department of Health and Human Services Child Welfare Services Director 2440 6 th St. Eureka, CA 95501 707-445-6180
SERVICES PROVIDED			
Family Visitation			
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Make all checks payable to Changing Tides Family Services		TOTAL	

EXHIBIT C
COUNTY OF HUMBOLDT HIPAA BUSINESS ASSOCIATE AGREEMENT
CHANGING TIDES FAMILY SERVICES
For Fiscal Year 2019-2020

RECITALS:

WHEREAS, COUNTY, as a “Covered Entity” (defined below) wishes to disclose certain information to CONTRACTOR, hereafter known as the “BUSINESS ASSOCIATE” pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”).

WHEREAS, COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

WHEREAS, pursuant to HIPAA Regulations, the Privacy Rule and Security Rule (defined below) COUNTY is required to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS:

- A. Breach.** As used herein, the term “Breach” shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- B. Breach Notification Rule.** As used herein, the term “Breach of Notification Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- C. Business Associate.** As used herein, the term “Business Associate” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- D. Covered Entity.** As used herein, the term “Covered Entity” shall have the meaning given to such term under the Privacy and Security Rules, including, without limitation, 45 C.F.R. Section 160.103.
- E. Designated Record Set.** As used herein, the term “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- F. Electronic Protected Health Information.** As used herein, the term “Electronic Protected Health Information” means Protected Health Information that is maintained in or transmitted by electronic media.
- G. Electronic Health Record.** As used herein, the term “Electronic Health Record” shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- H. **Health Care Operations.** As used herein, the term “Health Care Operations” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- I. **Privacy Rule.** As used herein, the term “Privacy Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- J. **Protected Health Information.** As used herein, the term “Protected Health Information” (“PHI”) means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- K. **Protected Information.** As used herein, the term “Protected Information” shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY’s behalf.
- L. **Security Incident.** As used herein, the term “Security Incident” shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- M. **Security Rule.** As used herein, the term “Security Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- N. **Unsecured PHI.** As used herein, the term “Unsecured PHI” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **OBLIGATIONS OF BUSINESS ASSOCIATE:**

- A. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE’s obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
- B. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE’s obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses

Protected Information to a third-party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third-party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third-party, and (ii) a written agreement from such third-party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.1. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- C. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- D. **Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- E. **Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2(D) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- F. **Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under California Health and Safety Code Section 123110 and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

- G. Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- H. Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.
- I. Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall concurrently provide COUNTY with copies of any Protected Information and other records that BUSINESS ASSOCIATE provides to the Secretary.
- J. Minimum Necessary.** BUSINESS ASSOCIATES and its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- K. Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.

- L. **Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.1408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]. Any and all notices required pursuant to the terms and conditions of this provision shall be submitted to COUNTY at the following address:

COUNTY: Humboldt County DHHS Compliance and Quality Assurance Office
Attention: Compliance and Quality Assurance Administrator & Privacy Officer
507 F Street
Eureka, California 95501
(707) 441-5410

- M. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one (1) of the reasonable steps to cure the breach or end the violation.
- N. **Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

3. **TERMINATION:**

- A. **Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- B. **Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

4. **INTERPRETATION:**

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

EXHIBIT D
LOCAL SYSTEM OF CARE
CHANGING TIDES FAMILY SERVICES
For Fiscal Year 2019-2020

Child services are part of the local System of Care (“SOC”), therefore CONTRACTOR will operate within all applicable principles of the local SOC:

1. Providing effective, community-based services and supports for children and their families which coordinate with other systems to address their emotional, social, educational and physical needs, including, without limitation, traditional and nontraditional services as well as natural and informal supports.
2. Provide individualized services in accordance with the unique potentials and needs of each child and family, guided by a strengths-based planning process and an individualized service plan developed in true partnership with the child and family.
3. Ensure that services and supports include evidence-informed practices and/or interventions supported by practice-based evidence, as agreed upon with COUNTY, to ensure the effectiveness of services and to improve outcomes for children and their families. This includes selecting, training and implementing practices with fidelity and tracking of outcomes associated with intervention using standardized outcome measurement tools.
4. Deliver services and supports within the least restrictive and most normative environments that are clinically appropriate.
5. Ensure that families, other caregivers and youth are full partners in all aspects of the planning and delivery of their own services. CONTRACTOR is also encouraged to include family and youth voice in development and implementation of policies and procedures that govern care for children and youth in their organization.
6. Ensure that services are well coordinated with other child-serving agencies with which the child and/or family may be involved to assure integrated care management.
7. Practice care management at the service level to ensure that multiple services are delivered in a coordinated and therapeutic manner and that children and their families can move through the system of services in accordance with their changing needs.
8. Provide developmentally appropriate mental health services and supports that promote optimal social and emotional outcomes for young children and their families in their homes and community when the CONTRACTOR serves children zero (0) to five (5) years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth eighteen (18) to twenty-one (21) years of age to adulthood and to the transition age youth and adult service systems as needed.
10. Encourage participation in local mental health promotion, prevention and early identification and intervention opportunities.
11. Incorporate continuous accountability and quality improvement mechanisms to track, monitor and manage the quality, effectiveness and outcomes at the program level, practice level and child and family level.

12. Protect the rights of children and families and promote effective advocacy efforts.
13. Provide services and supports without regard to race, religion, national origin, gender, gender expression, sexual orientation, physical disability, socio-economic status, geography, language, immigration status or other characteristics, and ensure that services are sensitive and responsive to these differences.