

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CENTER FOR THE STUDY OF SOCIAL POLICY  
FOR FISCAL YEARS 2020-2021  
(July 1, 2020 – June 30, 2021)**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, 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 a qualified professional to serve as the compliance monitor for the Final Judgment entered in *People of the State of California v. DHHS*, Humboldt County Superior Court case number CV180143, on February 14, 2018, a copy of which is 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 represents that it is adequately trained, skilled, experienced and qualified to perform the compliance monitoring 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–CWS Director, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin on July 1, 2020 and shall remain in full force and effect until June 30, 2021, 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 services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Forty-Three Thousand Three Hundred Sixty-Three Dollars (\$343,363.00). In no event shall the maximum amount paid under this Agreement exceed Three Hundred Forty-Three Thousand Three Hundred Sixty-Three Dollars (\$343,363.00) for fiscal year 2020-2021 (July 1, 2020 – June 31, 2021). 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 monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the twentieth (20<sup>th</sup>) day of each month. CONTRACTOR shall submit a final invoice for payment within thirty (30) 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. 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: Amanda Winstead, 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: Amanda Winstead, 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  
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 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.

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, 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.

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, 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. 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.

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, 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.

11. 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.

12. 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

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'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.

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

15. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. SEVERABILITY:

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

22. ASSIGNMENT:

Neither party shall delegate its duties 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.

23. AGREEMENT SHALL BIND SUCCESSORS:

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

24. 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, 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.

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:

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.

30. SUBCONTRACTS:

CONTRACTOR shall notify 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.

31. 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.

32. 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.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 7 – Record Retention and Inspection, Section 9 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

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

35. INTERPRETATION:

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

36. 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.

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 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.

38. COUNTERPART EXECUTION:

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

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 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.

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

By: Judith W. Meltzer

Date: June 3, 2020

Name: Judith Meltzer

Title: President

By: Christine R. Katz

Date: June 3, 2020

Name: Christine R. Katz

Title: Executive Vice President & CFO

**COUNTY OF HUMBOLDT:**

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

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

Estelle Fennell  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: [Signature]  
Risk Management

Date: 6/4/2020

**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 2020 – 2021  
(July 1, 2020 – June 30, 2021)

**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 stipulated judgment entered into between the Office of the Attorney General of the State of California and the Humboldt County Department of Health and Human Services, Child Welfare Services (“DHHS-CWS”) and the Humboldt County Sheriff’s Office (“HCSO”). The stipulated judgment was ratified by the Humboldt County Superior Court of the State of California on February 14, 2018 (hereinafter the “Final Judgment”). The role and functions of the 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 DHHS-CWS, HCSO, 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 CSSP, 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 the work, the Monitor will seek to comprehensively review and understand the policies and actions taken by DHHS-CWS and HCSO and the results of those actions. The Monitor will review and independently validate materials and data supplied by DHHS-CWS and HCSO, supplemented by information available from working with the National Council on Crime and 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 the 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 Year 1 contract for the period of April 14, 2018 through June 30, 2019, and as continued in Year 2 of the contract for the period of July 1, 2019 through June 30, 2020, 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 DHHS-CWS and HCSO 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, 2020 through June 30, 2021 (“Year 3” of the 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 DHHS-CWS’ and HCSO’s completion of specific corrective actions identified in the Final Judgment. These include but are not limited to, these bulleted tasks. Years 1 and 2 of the contract also included a relevant table of activities and responsibilities which is still operational.

- Adherence to the provisions of the MOU signed by DHHS-CWS and HCSO 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 ensure joint action by DHHS-CWS and HCSO 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 until the CAST protocol is finalized.

- 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.
  - Implementation of a policy to respond back to mandated reporters of alleged child abuse and neglect.
  - Implementation of a Family Team meeting model.
  - 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 seven federally recognized tribes in Humboldt County to ensure timely, shared decision-making and a process for dispute resolution.
  - Ongoing work with NCCD for assistance and specific support to defendants as outlined in the Final Judgment.
  - Operation of complaint procedures within DHHS-CWS and HCSO as well as the ability to track complaints and their resolution.
2. Steps to sustain the reduction of the prior and any new backlogs of outstanding investigations and improve the investigation completion rate each quarter.
  3. Assessment of the development and implementation of a Staffing Recruitment and Retention Plan to bring staff to levels determined by the Workload Study.

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-CWS and HCSO to assure they include sufficient and quality training on all requirements in the Final Judgment. To assess training delivery, we will review tracking data to ensure 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 ensure constructive collaboration with the Task Force. We expect to participate in quarterly Task Force meetings throughout the year.

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 NCCD whenever possible. A draft of the report will be provided to the Attorney General's Office, DHHS-CWS, and HCSO 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.
8. Response to additional requests by the Attorney General's Office, including but not limited to review of child fatalities, assessment of corrective actions, and responses to monitoring report findings and recommendations.

**EXHIBIT B**  
**SCHEDULE OF RATES**  
Center for the Study of Social Policy  
For Fiscal Year 2020 – 2021  
(July 1, 2020 – June 30, 2021)

CONTRACTOR agrees that the total maximum compensation for services and costs under this Agreement shall be a maximum of Three Hundred Forty-Three Thousand Three Hundred Sixty-Three Dollars (\$343,363.00). 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)                      | \$272,413.00        |
| Staff Travel (see narrative)                   | \$54,500.00         |
| Consultants' Fees and Travel                   | \$10,000.00         |
| Indirect (10% of Staff Travel and Consultants) | \$6,450.00          |
| <b>Total</b>                                   | <b>\$343,363.00</b> |

**Personnel:**

| Personnel                        |              | Judith Meltzer  | Gayle Samuels   | Program/ Research | Other CSSP Staff | Total               |
|----------------------------------|--------------|-----------------|-----------------|-------------------|------------------|---------------------|
| July 1, 2020 – December 31, 2020 | Hours        | 106             | 440             | 572               | 132              |                     |
|                                  | Rate         | \$268           | \$124           | \$65              | \$114            |                     |
|                                  | <b>Total</b> | <b>\$28,301</b> | <b>\$54,560</b> | <b>\$37,180</b>   | <b>\$15,048</b>  | <b>\$135,089.00</b> |
| January 1, 2021 – June 30, 2021  | Hours        | 106             | 440             | 572               | 132              |                     |
|                                  | Rate         | \$270           | \$127           | \$66              | \$115            |                     |
|                                  | <b>Total</b> | <b>\$28,512</b> | <b>\$55,880</b> | <b>\$37,752</b>   | <b>\$15,180</b>  | <b>\$137,324.00</b> |
| <b>Total</b>                     |              |                 |                 |                   |                  | <b>\$272,413.00</b> |

BUDGET NARRATIVE

**Personnel:**

**Judith Meltzer, Executive Vice President (12% 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 (50% 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 2020, it is anticipated that CSSP's fringe rate will be 34 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 2020, the office expenses and occupancy costs are estimated to be 27 percent of personnel costs.

**Staff Travel**

Includes estimated costs for the following:

- 3 trips for Judy Meltzer at an average cost of \$2,750 per trip (assumes minimum 5 nights per trip) or \$8,250 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

- 3 trips for Other CSSP Staff at an average cost of \$2,750 per trip (assumes minimum 5 nights per trip) or \$8,250 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-CWS and HCSO in developing internal monitoring and quality assurance capacity and other specialized monitoring and technical support tasks. All use of consultants shall 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.