



AGENDA ITEM NO.
C-12

COUNTY OF HUMBOLDT

For the meeting of: January 14, 2014

Date: December 16, 2013

To: Board of Supervisors

From: Phillip R. Crandall, Director *Bobae Letlan Phillip R Crandall*
Department of Health and Human Services, Children and Family Services

Subject: Request for Proposal (RFP) for a Child Welfare Services System Review Agreement

RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorizes the issuance of the Request for Proposal (RFP) for an outside contractor to design, conduct and create a review of Child Welfare Services systems; and
2. Authorizes the Department of Health and Human Services to negotiate a contract with the selected contractor.

SOURCE OF FUNDING:

Social Services Fund 1160

DISCUSSION:

The Department of Health and Human Services (DHHS), in collaboration with the California Partnership

Prepared by Lisa Rix, Administrative Analyst II CAO Approval *[Signature]*

REVIEW: Auditor *[Signature]* County Counsel *[Signature]* Human Resources *[Signature]* Other _____

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Bass Seconded by Supervisor Fennell

Ayes Sundberg, Lovelace, Bohn, Fennell, Bass

Nays _____

Abstain _____

Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

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

Dated: Jan. 14, 2014

By: *[Signature]*

Kathy Hayes, Clerk of the Board

for Permanency (CAPP) would like to solicit proposals from agencies and/or individuals to provide a review of the systems that respond to and serve children and families involved with child welfare in Humboldt County, particularly in regard to the disproportionate number of American Indian children removed from their homes and placed in foster care.

California Partners for Permanency (CAPP) is a federally funded project to reduce the number of children in long-term foster care. It is one of six projects in the country funded through a \$100 million Presidential Initiative. Humboldt County is one of four counties in California participating in CAPP. The Humboldt County effort focuses on American Indian children who are over-represented in the county's child welfare system and for whom it has been most challenging to find loving, permanent homes with Tribal and cultural connections. Project goals are to both reduce long-term foster care and improve child well-being, including maintaining Tribal connections. This will be accomplished through a comprehensive approach to child welfare systems change. At the project's completion, the goal is to have implemented changes in child welfare systems so that there are not only fewer children and youth in long-term foster care, but also fewer entries into foster care in the first place of American Indian children.

The Systems Review (SR) will be an approach that combines quantitative and qualitative methodologies to explore questions specific to the unique attributes of the communities within Humboldt County. It will employ methods of data collection and analyses, and organizational assessments combined with the concepts and assumptions of institutional ethnography. It will use multiple data collection strategies and sources; the SR explores how the systems respond to and serves children and families involved with Child Welfare Services (CWS) involved systems in Humboldt County, how the systems are institutionally organized, and how they may contribute to outcomes for American Indian children. The focus of the SR will be to identify and examine system assumptions, logic, policies and protocols that organize practitioner action.

Therefore DHHS recommends that the Board authorizes the issuance of the RFP for an outside contractor to design, conduct and create a review of Child Welfare Services' systems, and authorizes the Department of Health and Human Services to negotiate a contract with the selected contractor.

FINANCIAL IMPACT:

The RFP's agreement amount will be budgeted in the approved Fiscal Year 2013-2014 in Social Services Fund 1160.

Authorizing the issuance of this RFP for an outside contractor to design, conduct and create a review of Child Welfare Services' system supports the Board's Strategic Framework by providing new opportunities to protect vulnerable populations in our community.

OTHER AGENCY INVOLVEMENT:

A group of tribal representatives will be involved with scoring and decision making process of the contract award.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve issuance of the RFP for publication; however DHHS does not recommend this due to system needs within Child Welfare Services.

ATTACHMENTS:

Attachment #1 – Request for Proposal for System review
Attachment #2 – Sample Agreement template for proposer



**COUNTY OF HUMBOLDT
REQUEST FOR PROPOSALS
FOR
CHILD WELFARE SYSTEM REVIEW**

The County of Humboldt, Department of Health and Human Services – Children and Family Services Division (hereinafter COUNTY), in collaboration with the California Partnership for Permanency (CAPP), seeks the services of a qualified agency to administer and manage a performance review of the systems and organizations serving American Indian families involved with Child Welfare Services in Humboldt County. The purpose of this Request for Proposals (RFP) is to solicit and award contracts. This RFP is the means for prospective contractors to submit their qualifications and request selection as a contractor.

Proposals will be considered from all service providers including, but not limited to:

Organization
Agency
Partnership
Other

Release Date: Month/day, 2013
Closing Date: Month/day, 2013
RFP Number: CAPPRFP2013

Questions regarding this RFP should be directed to Irix@co.humboldt.ca.us, or to the RFP Contact Person at the address listed below, no later than [TIME] [DATE] (Pacific Time).

Proposals must be received by [DATE] no later than 5 p.m. (Pacific Time). Proposals received after this date will not be considered. Faxes will not be accepted. No additional information or documentation will be accepted from proposers after the proposal due date.

Hard copy proposals must be delivered to:

CONTACT PERSON: Lisa Rix, Administrative Analyst II
Department of Health and Human Services
Children and Family Services
929 Koster Street, Eureka, CA 95501
Email to: Irix@co.humboldt.ca.us
(707) 476-4763 Fax (707) 441-2096



1.0 INTRODUCTION:

- 1.1 COUNTY (through its Department of Health and Human Services – Children and Family Services' Division) is the primary agency responsible for the administration of programs designed respond and serve families and children involved in the Humboldt County child welfare system.
- 1.2 California Partners for Permanency (CAPP) is a federally funded project intended to reduce the number of children in long-term foster care. It is one of six projects in the country funded through a \$100 million Presidential Initiative. Humboldt County is one of four counties in California participating in CAPP. The Humboldt County effort focuses on American Indian children who are over-represented in the county's child welfare system, and for whom it has been most challenging to find loving, permanent homes willing and able to preserve Tribal and cultural connections. CAPP's project goals in Humboldt County are to (1) reduce long-term foster care and (2) improve child well-being, with a focus on maintaining Tribal connections for children involved in the child welfare system.
- 1.3 COUNTY (in collaboration with the Humboldt County CAPP project) intends to implement changes in the existing child welfare systems so that there are fewer American Indian children and youth in long-term foster care, and also fewer American Indian children entering foster care.

2.0 SCOPE OF SERVICES:

- 2.1 The Systems Review (SR) should combine quantitative and qualitative methodologies to explore questions specific to the unique attributes of the communities within Humboldt County. The SR must employ accepted methods of data collection and analysis, and must utilize organizational assessments that combine the concepts and assumptions of institutional ethnography.
- 2.2 The SR should (1) examine the systems that respond to and serve children and families involved with Child Welfare Services (CWS) in Humboldt County; (2) describe the institutional organization of participating agencies; and (3) draw conclusions regarding how participating agencies contribute (positively or negatively) to outcomes for American Indian children.
- 2.3 The SR should identify and examine system assumptions, logic, policies and protocols that organize practitioner action.
- 2.4 Participating agencies will include (but are not limited to): Child Welfare Services, the Juvenile Division of the Humboldt County Superior Court, Tribes, and the Humboldt County Office of Education.



- 2.5 The selected proposer(s) will research and respond to the following questions:
- 2.5.1 What factors contribute to American Indian children being removed from their homes at a higher rate than the general population?
 - 2.5.2 How are the needs for stability, nurturance and maintenance of cultural and Tribal relations addressed for American Indian youth who are not reunified?
 - 2.5.3 What systems are currently in place to ensure that all services required by American Indian families involved with CWS are culturally appropriate?
 - 2.5.4 What changes can be made to improve culturally appropriate services for American Indian children and their families?
 - 2.5.5 Proposers may draw on their experience to expand on the questions listed above and/or may submit additional questions for consideration.
 - 2.5.6 The selected proposer may be asked to research and respond to additional questions submitted by the CAPP Advisory Group.
- 2.6 The selected proposer(s) will gather information from stakeholders that describes their experiences of involvement with Humboldt County CWS involved services and systems; these stakeholders may include:
- American Indian parents;
 - American Indian stakeholders;
 - Children and youth in care, or formerly in care;
 - Foster parents and kinship caregivers;
 - Social workers, social worker supervisors, and social work administrators.
- 2.7 The selected proposer(s) may analyze the following information:
- CWS rules and regulations, laws, and policies;
 - Resource allocations;
 - Job functions, education, training and skill development;
 - Systems of accountability;
 - Case review completed by the CAPP Advisory Group subcommittee;
 - Local data concerning outcomes for American Indian children in Humboldt County;
 - Court processes;
 - Tribal involvement.



- 2.8 The selected proposer(s) will submit a Systems Review report to the Tribal Leadership Group that shall include, but not be limited to:
 - 2.8.1 A summary of input provided.
 - 2.8.2 The types of data analyzed.
 - 2.8.3 Trends and conclusions drawn from the interviews and data analysis.
 - 2.8.4 The final written report will contain a summary of all the information gathered during the SR, as well as in depth answers (including examples) to the questions in Section 2.5.
- 2.9 In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined at the sole discretion of COUNTY. The COUNTY may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between COUNTY and the successful proposer, shall be incorporated into the contract prior to execution of the contract and by written amendments thereto after execution.

3.0 PROPOSAL FORMAT:

- 3.1 Proposal narratives must be word-processed or typewritten and no more than 15 pages in length. This does not apply to the Sample of Previous Review attachment (see below: section 3.7.3).
- 3.2 Proposals must be submitted on standard 8 ½ X 11 inch white paper.
- 3.3 Each page must be clearly and consecutively numbered, including all attachments.
- 3.4 Each page is to have 1.25" margins and 12 point font.
- 3.5 An original and six (6) copies of the proposal must be submitted, with the name and address of the proposer clearly visible with CAPPRFP2013 plainly marked.
- 3.6 The proposal must include all information, documentation, statements, letters, etc. requested by this announcement in the original and each copy.
- 3.7 Each proposal must contain:
 - 3.7.1 **Cover letter:** Describe your agency/group/individual and summarize your qualifications and experience conducting a system review, as described in Sections 1 and 2 above.



3.7.2 **Proposal Narrative:** The narrative portion of the proposal should address the following:

- Vision Statement (5 points)
- Proposer Experience and Capability (30 points)
- Program Description and Requirements (50 points)
- Budget (10 points)
- Timeline (5 points)

3.7.3 **Sample of Previous Review:** This review sample has no page length requirement and is not counted as part of the 15 page limit to the proposal.

4.0 OFFER PERIOD

- 4.1 A Proposer's proposal is an irrevocable offer for one hundred twenty (120) days following the proposal submission deadline. In the event a final contract has not been awarded within this one hundred twenty (120) day period, COUNTY reserves the right to negotiate extensions to this period. COUNTY may release all offers upon issuance of a Notice to Award.
- 4.2 A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.
- 4.3 If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP. Addenda issued by the COUNTY interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal. Any oral communication by the COUNTY'S designated Contact Person or any other COUNTY staff member concerning this RFP is not binding on COUNTY and shall in no way modify this RFP or the obligations of COUNTY or any proposers.



5.0 PROPOSAL SUBMISSION

- 5.1 All proposals must be submitted in a sealed envelope clearly marked with the title of the RFP # "CAPPRFP2013", closing date and time.
- 5.2 Late proposals will not be accepted.
- 5.3 All materials submitted in response to this RFP become the property of COUNTY. Any and all proposals received by COUNTY shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the proposer selected by the Evaluation Committee for recommendation, or the matter has been set for consideration, whichever comes first.
- 5.4 Cost of preparation of the proposal shall be borne by the proposer.
- 5.5 Proposals shall be signed by an authorized employee in order to receive consideration.

6.0 SELECTION PROCESS

- 6.1 At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. Proposals that do not contain the required contents will be summarily rejected. An Evaluation Committee inclusive of Tribal representatives and COUNTY staff will score complete proposals according to the selection criteria identified in section 7.0, and a recommendation will be made to the Tribal Leadership Group with final approval of the Director Department of Health and Human Services.
- 6.2 COUNTY will notify each proposer of the acceptance or rejection of their proposal. Final contract is subject to approval by County Counsel, Risk Manager and the Board of Supervisors.
- 6.3 COUNTY reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful organization.



7.0 AWARD CRITERIA AND SELECTION PROCESS

- 7.1 All proposals will be screened for completeness. The county will use a competitive evaluation process, wherein the experience of each proposer is evaluated as it relates to the Scope of Services and program purpose. The review team will evaluate each proposal using a 100 point system. The point value for each weighted category appears in **(bold)**. Submitted proposals must contain comprehensive responses to each of the following components:

Criteria	Maximum Points Available
Vision Statement	5 points
Proposer Experience and Capability	30 points
Program Description and Requirements	50 points
Budget	10 points
Timeline	5 points

- 7.2 **Vision Statement (5 points):** Give an example of a vision statement for the proposed program.
- 7.3 **Proposer Experience and Capability (30 points):** Describe your organization. Include the following information in your response:
- 7.3.1 Years established, location, and size (staff, budget, and facility);
- 7.3.1.1 Provide an organizational chart (as applicable)
- 7.3.1.2 Brief description of titles, responsibilities and qualifications (resume) of staff who will administer, and conduct the proposed SR.
- 7.3.1.3 Provide a resume for each staff person identified in Section 7.3.1.2. These pages are not included in the 15 page maximum.
- 7.3.2 Number and description of past system reviews completed. Attach a sample of previous review experience (see above: Proposal Format, Section 3.7.3). [This is a priority consideration.]
- 7.3.3 Description of experience working with American Indian Tribes and communities. [This is a priority consideration.]
- 7.3.4 Experience with program evaluation and outcome measures.
- 7.3.5 Qualifications, experience, and capability necessary to develop, implement, and operate a successful system review.

7.3.6 Documentation of non-profit status required, if proposer is a non-profit organization.

7.4 **Program Description and Requirements (50 points):** Describe in detail how the Scope of Services, Section 2.1-8, will be met including the following elements:

7.4.1 A description of how input will be gathered from the various stakeholders (i.e.: interviews, surveys, etc) (See Scope of Services, Section 2.6).

7.4.2 A description of the methods that will be used to analyze the data described in Scope of Services Section 2.2-4.

7.5 **Budget (10 points):** Provide a line item budget for the total program requirements. Include administration and payroll costs, rent, training, equipment, supplies, insurance and other miscellaneous costs.

7.6 **Timeline (5 points):** Provide a proposed timeline for the development, implementation, and operation of the SR.

7.7 Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to COUNTY employees, will be disqualified from the selection process.

8.0 CONTRACT

8.1 The successful Proposer/Contractor must sign a contract. A sample contract, including the non-negotiable COUNTY standard terms and conditions pertaining to conflict of interest, insurance, indemnification, termination, venue, and choice of law is attached to this RFP as Exhibit A.

8.2 The successful Proposer/Contractor must agree that the contract shall be construed in accordance with the laws of the State of California. Any dispute arising or relating to the contract shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

9.0 RESERVATION OF RIGHTS

9.1 COUNTY reserves the right to:

- Amend this RFP;
- Extend the deadline for submitting proposals;
- Waive minor irregularities, informalities, or failures to conform to the RFP;
- Reject any and all proposals without liability therefore; and
- Cancel this RFP at any time.



AGREEMENT FOR SERVICES

This Agreement is made and entered into this _____ day of _____, 2013, by and between the County of Humboldt (hereinafter, COUNTY), a political subdivision of the State of California, and XXXXXX (hereinafter, CONTRACTOR), a (a California Corporations, a California Partnership, a California Limited Liability Company, a sole proprietor, a non-profit or public entity).

RECITALS

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS) Social Services desires to retain CONTRACTOR to provide the following services:

Administration of XXXXXXXXXX; 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 is an agency with employees qualified to perform such services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF SERVICES/DESCRIPTION OF SERVICES (choose appropriate exhibits)

CONTRACTOR agrees to provide all of the services described in Exhibit A, consisting of XX (X) pages, Exhibit B, consisting of XX (X) page, and Exhibit C, consisting of XX (X) pages, which exhibits are attached hereto and incorporated by reference. Said exhibits describe the work to be performed by CONTRACTOR under this Agreement.

2. NO TERMS NOT INCLUDED:

This agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any all prior agreements of the parties.

3. ENTIRETY OF CONTRACT

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

4. TERM

This Agreement shall commence upon XXXXXXXX approval and terminate on XXXXXXXX.

5. COMPENSATION

CONTRACTOR agrees that the total maximum compensation for services costs shall be as set forth in the Budget attached hereto as Exhibit B, consisting of XX (X) pages, and incorporated by reference. The CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.

6. PAYMENT

CONTRACTOR shall submit an itemized invoice quarterly to the COUNTY itemizing all work completed and costs incurred as of the invoice date. Payment for work performed will be made within thirty (30) days after receipt of the invoice.

7. COUNTY RESPONSIBILITIES: (As Applicable otherwise delete)

COUNTY shall provide the services described herein. The COUNTY shall refer uninvestigated referrals and reports to the families' nearest Family Resource Center during the Differential Response process and community agencies will refer families to the CONTRACTOR.

8. TERMINATION FOR REDUCTION OR LACK OF FUNDING

COUNTY'S obligations under this Agreement are contingent upon the availability of county, State and/or Federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated or COUNTY'S maximum obligation reduced. COUNTY shall provide CONTRACTOR seven (7) days written notice of its intent to terminate this Agreement or its intent to reduce its maximum obligation under this Agreement.

9. TERMINATION FOR CAUSE

If, in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any

ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR an equitable portion of the total remuneration as compensation for the portion of the work deemed acceptable by COUNTY, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement. COUNTY shall be entitled to take possession of all studies, drawings, computations, specifications and reports insofar as they are complete and acceptable to COUNTY.

10. TERMINATION FOR CONVENIENCE

At any time and for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those services rendered as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to CONTRACTOR personally, or by mailing a copy of said notice to CONTRACTOR. If mailed, notice shall be deemed received two (2) days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 22, Notices.

11. AMENDMENT

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

12. NOTICES

Notices shall be given to COUNTY at the following address:

Director
Humboldt County Department of Health & Human Services
Social Services
929 Koster Street Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

NAME, POSITION TITLE
BUSINESS NAME
ADDRESS (Street)
ADDRESS (City, State, Zip Code)

Notice shall be in writing and may be given by delivering a copy of said notice to CONTRACTOR or COUNTY personally, or by mailing a copy of said notice to CONTRACTOR or COUNTY. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

13. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on

appeal, if any. As used herein, the party prevailing means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

14. NO WAIVER OF DEFAULT

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither 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 of the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

15. BOOK OF RECORD AND AUDIT PROVISIONS

A. CONTRACTOR agrees to coordinate with COUNTY in the performance of this Agreement, timely preparation and maintenance of accurate and complete financial and performance records for a minimum of five (5) years from the date of final payment under this

Agreement or until all pending County, State, and Federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition CONTRACTOR shall maintain detailed payroll records. CONTRACTOR agrees to maintain such records locally and make them available for inspection by County, State and Federal representatives, during normal business hours, upon five (5) working days notice.

- B. CONTRACTOR will permit COUNTY, State and/or Federal Government to audit all books, accounts or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. CONTRACTOR shall provide the COUNTY, State or Federal Governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days notice.
- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If CONTRACTOR is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by CONTRACTOR within thirty (30) days of notice.
- D. CONTRACTOR'S rights and obligations under this provision shall

continue after termination of the Agreement.

16. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.

17. MONITORING:

CONTRACTOR agrees to extend to DHHS Director or designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this Agreement.

18. ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

19. SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.

20. RELATIONSHIP OF PARTIES

CONTRACTOR shall perform all work and services as described herein as an independent CONTRACTOR. No person performing any of the work or services described herein shall be considered an officer, agent, servant or

employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers' Compensation Benefits, available or granted to employees of COUNTY. CONTRACTOR shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CONTRACTOR.

21. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that CONTRACTOR 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 becomes a nuclear weapons contractor.

22. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall comply with any and all applicable Federal, State and local laws affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

23. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State

of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

24. REFERENCE TO LAWS AND RULES:

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

25. NONDISCRIMINATORY DELIVERY OF SOCIAL SERVICES

CONTRACTOR agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 4450 et seq as amended and other applicable Federal and State laws and their implementing regulations, all as outlined in California DSS Manual Division 21. The CONTRACTOR agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality,

homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal or State financial assistance.

The COUNTY reserves the right to monitor the CONTRACTOR for compliance with the requirements of this paragraph and paragraph 22.

26. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons.

CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation

Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable Federal and State laws to ensure that employment practices are non-discriminatory.

CONTRACTOR shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

27. CONFIDENTIAL INFORMATION

In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

28. INSURANCE

A. This contract/agreement shall not be executed by COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have

been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

B. Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, employees 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 One Million Dollars (\$1,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
2. Automobile/Motor liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all

“owned”, “hired”, and “non owned” vehicles or coverage for “any auto”.

3. Workers Compensation and Employers Liability Insurance providing workers’ compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars per accident for bodily injury and disease.
4. Professional liability insurance/errors and omission coverage including coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence (Three Million Dollars (\$3,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.
5. Insurance Notices:

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

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

(1) The Comprehensive General Liability Policy shall provide that the COUNTY, its 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 the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Is primary insurance as regards to County of Humboldt.
- 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 policies shall not be canceled, non-renewed or materially

reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 13. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.

- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its 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 by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.

(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 aggregate limits set forth above.

29. HOLD HARMLESS/INDEMNIFICATION CLAUSE

A. CONTRACTOR shall hold harmless, defend and indemnify the COUNTY and its officers, officials, employees, volunteers and

elective and appointive boards from and against any and all liability loss, all claims, losses, damages, including damage expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.

- B. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

30. MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right

to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his designee.

(If Applicable add sections below)

31. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

CONTRACTOR shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501). Contractor agrees that it will execute a HIPAA Business Associate Agreement ("BAA") with County and the BAA will be in the form set forth in Exhibit E, HIPAA Business Associate Agreement, attached and incorporated for all purposes.

32. LICENSING

CONTRACTOR shall maintain the appropriate licenses throughout the life of this Agreement.

33. TITLE

It is understood that any and all documents, information, and reports concerning this project prepared by and/or submitted by CONTRACTOR shall be the property of COUNTY. CONTRACTOR may retain reproducible

copies of drawings and copies of other documents. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writing and documents to COUNTY without exception or reservation.

34. STANDARD OF PRACTICE

CONTRACTOR warrants that CONTRACTOR 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.

35. BINDING EFFECT

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

36. 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.

37. INTERPRETATIONS

As both parties jointly prepared this Agreement, the language in all parts of

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: _____

APPROVED AS TO LEGAL FORM:

County Counsel

APPROVED AS TO INSURANCE:

Risk Manager

COUNTY OF HUMBOLDT:

Chair, of the Board of Supervisors

CONTRACTOR:

Name Name

Title Title

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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