



COUNTY OF HUMBOLDT

For the meeting of: December 5, 2017

Date: November 29, 2017

To: Board of Supervisors

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

Subject: Application Process for Collaborative Partnership Agreements Regarding the Provision of Professional Services Intended to Reduce the Number of Adverse Childhood Experiences Occurring within Humboldt County

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached collaborative partnership agreement application package;
2. Approve the attached collaborative partnership agreement templates regarding the provision of professional services intended to reduce the number of Adverse Childhood Experiences occurring within Humboldt County;
3. Authorize the Department of Health and Human Services – Mental Health Director to execute collaborative partnership agreements that are substantially similar to the attached collaborative partnership agreement templates, after review and approval by County Counsel and Risk Management;
4. Authorize the Department of Health and Human Services – Mental Health Director to execute any and all future amendments to the collaborative partnership agreements executed thereby, after review and approval by County Counsel and Risk Management; and
5. Direct the Clerk of the Board to return one (1) original executed copy of this item to the Department of Health and Human Services – Contracts Unit.

Prepared by Laurel Johnson SSAIIICAO Approval *Edmar Hef* *TLFR*

REVIEW:

Auditor *WJH* County Counsel *Sm* Personnel _____ Risk Manager *WJH* Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-11Meeting of: June 27, 2017

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Wilson* Seconded by Supervisor *Sundberg*Ayes *Sundberg, Fennell, Bass, Wilson*

Nays

Abstain

Absent *Bohn*

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

Dated: *12/5/17*

By: _____

Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

Adverse Childhood Experiences (“ACEs”) are defined as traumatic or stressful events experienced by children. These events include, without limitation, abuse, neglect, violence and dissolution of familial stability. These traumatic experiences can affect an individual throughout their life. Such events are strong predictors of long lasting mental health problems that have the potential to impact social development, family life, education, occupation productivity and physical health. Prevention, early identification and the development of a support system for children who are subjected to ACEs could have a significant impact on the range of potential health problems.

The Humboldt County Department of Health and Human Services – Mental Health (“DHHS – Mental Health”) has partnered with First 5 Humboldt to form the ACEs Collaborative for the purpose of addressing ACEs through the provision of education, mitigation and prevention services. On June 27, 2017 your Board approved an additional general fund allocation to DHHS – Mental Health to support collaboration with local community-based organizations in order to reduce the number of ACEs occurring within Humboldt County.

DHHS – Mental Health and First 5 Humboldt subsequently designed a process by which community-based organizations could apply for an additional general fund allocation to work on projects that are intended to increase awareness of ACEs, prevent ACEs from occurring in Humboldt County and mitigate the impact of ACEs that do occur in Humboldt County. Such funding would be made available to community-based organizations that serve pregnant women and children, zero (0) to eight (8) years of age, and their families.

The attached collaborative partnership agreement templates and application package will enable DHHS – Mental Health and First 5 Humboldt to help community-based organizations support ACEs prevention, education and mitigation through all of the following:

- Projects that will help build resilience, independence, diversity, growth, education and success of Humboldt County children, zero (0) to eight (8) years of age, and their families;
- Services and supports that address trauma and help break the intergenerational impacts of ACEs;
- Services and supports that promote education, information and resources on ACEs; and
- Services and Supports that assist children, zero (0) to eight (8) years of age, and their families in all areas of their health and well-being, including, without limitation, mentally, emotionally, physically, spiritually, culturally and socially.

The review and approval process regarding requests for collaborative partnership agreements will be led by DHHS – Mental Health and First 5 Humboldt staff who have ACE expertise and are not affiliated with any such community-based organizations.

Several community organizations working with children, zero (0) eight (8) years of age, and their families understand the value of prevention of ACEs scores and welcome the opportunity to develop solutions to increase the well-being of children in Humboldt County. As a result, DHHS recommends that the Board approve the attached collaborative partnership agreement templates and application package.

FINANCIAL IMPACT:

The maximum amount payable for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of a Collaborative Partnership Agreement shall not exceed twenty-four thousand nine hundred dollars (\$24,900.00). Administrative, overhead and indirect expenses included in project budgets may not exceed two percent (2%) of direct costs. An additional general fund allocation of two hundred thousand dollars (\$200,000.00) has been included in the fiscal year 2017-2018 budget, Mental Health Budget Unit 1170-424 for the purpose of entering into collaborative partnership agreements regarding the provision of professional services intended to reduce the number of ACEs in Humboldt County. Accordingly, the recommended actions will not impact the Humboldt County General Fund.

The recommended actions support the Board's Strategic Framework by creating opportunities for improved safety and health, and facilitating public/private partnerships to help solve problems.

OTHER AGENCY INVOLVEMENT:

Humboldt County Children and Families Commission and First 5 Humboldt

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to approve the collaborative partnership agreement templates and application package regarding the provision of professional services intended to reduce the number of ACEs occurring in Humboldt County. However, this alternative is not recommended since it would significantly limit DHHS – Mental Health's ability to address ACEs through the provision of education, mitigation and prevention services.

ATTACHMENTS:

1. Collaborative Partnership Agreement Application Package:
 - (a) ACEs Collaborative Partnership Agreement Request Guidelines
 - (b) ACEs Collaborative Partnership Agreement Request Cover Page
 - (c) ACEs Collaborative Partnership Agreement Request Goals Form
 - (d) ACEs Collaborative Partnership Agreement Request Budget Form
2. Collaborative Partnership Agreement Template (non-tribal organizations)
3. Collaborative Partnership Agreement Template (tribal organizations)

ACEs Collaborative Partnership Agreement Request Guidelines

Funding from the County of Humboldt through Measure S has created an opportunity for community-based organizations, First 5 Humboldt (“First 5”) and the Humboldt County Department of Health and Human Services – Mental Health (“DHHS”) to partner in improving the physical, mental and emotional health of children and reduce the number of Adverse Childhood Experiences (“ACEs”) that have been shown to have long lasting effects into adulthood. Funding is available to community-based organizations that serve pregnant women and youth, zero (0) to eight (8) years of age, and their families to help prevent the occurrence of ACEs in Humboldt County, as well as increase awareness of ACEs and mitigate the impact of ACEs that do occur within Humboldt County.

Strategies to address ACEs include:

- Supporting children, zero (0) to eight (8) years of age, and their families in all areas of their health and wellbeing, including, without limitation, mentally, emotionally, physically, spiritually, culturally and socially.
- Providing services and supports that are tailored, collaborative, easy to access, respectful and based on strengths.
- Creating opportunities for children, zero (0) to eight (8) years of age, and their families to thrive at home, in school and in their community.
- Sharing information, resources and responsibility to ensure that services are effective and can be maintained over time.

Our values as part of the System of Care for our communities include being trauma informed, resilience promoting, family driven, culturally responsive and community based.

DHHS and First 5 would like to support ACEs prevention, education and mitigation through all of the following:

- ❖ **Projects that will help build resilience, independence, diversity, growth, education and success of Humboldt County children, zero to (0) to eight (8) years of age, and their families.**
- ❖ **Services and supports that address trauma and help break the intergenerational impacts of ACEs.**
- ❖ **Services and supports that promote education, information and resources regarding ACEs.**

DHHS and First 5 are currently accepting partnership agreement request proposals for the period from February 2018 through June 2018.

A complete partnership agreement request proposal includes a completed Partnership Agreement Request Cover Page, Project Description, Partnership Agreement Request Goals Form and Partnership Agreement Request Budget Form as outlined on the Cover Letter.

The steps to complete an ACEs Collaborative Partnership Agreement Request Application are as follows:

	Process	Timing
Step 1	Organization submits a Partnership Agreement Request Form, Project Description, Partnership Agreement Request Goals Form, and Partnership Agreement Request Budget Form to DHHS.	By 5:00 p.m. on December 22, 2017
Step 2	DHHS and First 5 review all requests and notify the organizations that will be awarded a Collaborative Partnership Agreement.	January 12, 2018
Step 3	Organization provides required proof of insurance, W-9 Federal Tax ID no/SSN and board approval, if applicable.	January 19, 2018
Step 4	Final Collaborative Partnership Agreements are developed and emailed to the selected organizations.	January 26, 2018
Step 5	The organization signs and returns two (2) original copies of the final Collaborative Partnership Agreement to DHHS.	February 7, 2018
Step 6	DHHS executes the final Collaborative Partnership Agreement and returns one (1) original copy thereof to the organization.	February 14, 2018

In order to be awarded a Collaborative Partnership Agreement, the organization applying must agree to collaborate with the DHHS and First 5 in the following ways:

- Provide a contact liaison to coordinate with DHHS and First 5.
- Report all activities conducted with ACEs funding, including, without limitation, the number of individuals reached and/or served, and complete all required evaluation activities.
- Submit financial invoices and reports to DHHS and retain financial records for three (3) years.
- Contract with DHHS and commit to implementing the funded activities outlined in the organization's Partnership Request proposal.
- Acknowledge in any printed materials that their projects are funded with Measure S cannabis tax funds through DHHS.

The following information must be provided within five (5) days after receiving notification of award:

- Proof of insurance coverage listing the County as an additional insured. The selected organization must be listed as the holder of the insurance. Proposals may include insurance costs directly related to the proposed partnership project.
 - General Liability: \$1,000,000 per occurrence.
 - Automobile/Motor: \$1,000,000 combined single limit, any auto, if applicable.
 - Workers Compensation and Employers Liability: \$1,000,000 per accident.

- Proof of board approval, if applicable.
- Federal Tax ID number.

Partnership requests are small, one-time allocations of county funds to be used to build on the strengths in our community as well as reduce gaps in services. Activities that are currently being funded, and ongoing operational costs, will not be funded as part of the Collaborative Partnership Agreements.

The maximum amount payable for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of a Collaborative Partnership Agreement shall not exceed \$24,900. Administrative, overhead and indirect expenses included in project budgets may not exceed 2% of direct costs. Collaborative Partnership Agreements will be paid on a reimbursement basis only.

Any questions about these guidelines can be sent to Laurel Johnson, Staff Services Analyst III, by email at LJohnson@co.humboldt.ca.us or by phone at 707-441-5432.

ACEs Collaborative Partnership Agreement Request Cover Page

Organization Name:

Contact Name:

Address:

Phone:

Email:

Project Title:

Start Date: February 1, 2018; End Date: June 30, 2018

Please email your application, in Microsoft Word format, to Laurel Johnson at LJohnson@co.humboldt.ca.us. Alternatively, paper versions may be sent to the following address:

Humboldt County Department of Health & Human Services
Attention: Laurel Johnson, Staff Services Analyst III
507 F Street, Room 511
Eureka, California 95501

A complete application includes:

- Completed Partnership Agreement Request Cover Page (this form)
- Project Description (four pages or less)
- Completed Partnership Agreement Request Goals Form
- Completed Partnership Agreement Request Budget Form

Project Description Narrative:

Project descriptions must be typed in 12 point Times New Roman font with 1 inch margins on standard 8 ½ X 11 inch white paper. Each page must be single sided and clearly and consecutively numbered.

1. Please describe the activities and/or events that will be completed with ACEs Partnership Agreement funding. Please include the total number of people you will serve or reach, and whether the proposed project will focus on a particular group or geographic area. (Maximum of one page)
2. Please describe the differences that the proposed activities and/or events will make for the population or community you are serving, including, without limitation all expected outcomes and how such outcomes will be realized. (Maximum of one page)
3. Please describe how the proposed activities and/or events will fit into or relate to other programs in your organization and community. (Maximum of one page)
4. Please describe your organization's capacity to succeed with the proposed project and your plans, if any, for continuing the work after the proposed project is complete. (Maximum of one page)

ACEs Collaborative Partnership Agreement Request Goals Form

Collaborative Partnership Agreement funding will be awarded to community-based organizations that are working to address ACEs and increase their capacity to build resilience in Humboldt County. Assuring safe, stable and nurturing relationships and environments for all children and focusing on prevention and early intervention will help stem the tide of ACEs and break the intergenerational impacts of violence, drug abuse and neglect. In the space provided below, include a short description of how your project will work towards the following goals, and estimate the number of people who will participate in the proposed activities.

❖ Projects that will help build resilience, independence, diversity, growth, education and success of Humboldt County children, zero (0) to eight (8) years of age, and their families:	Number of People who will Participate

❖ Services and supports that address trauma and help break the intergenerational impacts of ACEs:	Number of People who will Participate

❖ Promote information and resources on ACEs:	Number of People who will Participate

❖ Support children, zero (0) to eight (8) years of age, and their families in all areas of their health and well-being, including, without limitation, mentally, emotionally, physically, spiritually, culturally and socially.	Number of People who will Participate



ACEs Collaborative Partnership Agreement Request Budget Form



Please use this form to submit a proposed project budget. For major expenses, please be specific. For personnel costs, please include a description of your salary calculation and a brief description of the duties and/or tasks covered by this budget. Definitions of each budget category are provided below.

Descriptions here

Amounts Here

A. Personnel Costs	
Title:	
Salary Calculation:	
Duties Description:	
Title:	
Salary Calculation:	
Duties Description:	
Total Personnel Costs:	
B. Equipment	
Title:	
Description:	
Title:	
Description:	
Total Equipment Costs:	
C. Supplies	
Title:	
Description:	
Title:	
Description:	
Title:	
Description:	
Title:	
Description:	
Total Supplies:	
D. Transportation/Travel	
Title:	
Description:	
Title:	
Description:	
Total Transportation/Travel:	
E. Other Expenses	
Title:	
Description:	
Title:	
Description:	
Title:	
Description:	
Title:	
Description:	
Total Other Expenses:	
(Overhead and administrative costs may not exceed 2% of direct costs)	Total :



ACEs Collaborative Partnership Agreement Request Budget Form



DEFINITIONS:

Personnel: includes all employee costs, but not independent contractors or consultants. List each employee type separately. Examples of calculations are:

- 15% of \$2,000/mo. X 6 months
- 20 hrs X \$15/hr X 20 weeks + benefits.

Equipment: includes all equipment necessary for the project. Equipment includes any item purchased for more than \$5,000 with a useful life of more than one (1) year.

Supplies: includes items that will be used by participants or staff - meeting supplies, postage, paper, any item purchased for less than \$5,000.

Transportation/Travel: includes employee per-mile reimbursements and other travel-related expenses.

Other Expenses: includes anything not already covered in the budget categories above. Include independent contractors and/or consultants here. List each expense separately.

**COLLABORATIVE PARTNERSHIP AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONTRACTOR]
FOR FISCAL YEARS [20__-20__] THROUGH [20__-20__]**

This Agreement, entered into this ____ day of _____, 20[____], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and [Name of Contractor], a [Name of State] [type of organization], hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY has partnered with First 5 Humboldt ("First 5") to form the ACEs Collaborative for the purpose of addressing Adverse Childhood Experiences ("ACEs") through the provision of education, mitigation and prevention services; and

WHEREAS, COUNTY, by and through its Department of Health and Human Resources – Mental Health ("DHHS – Mental Health"), secured Measure S funding to support and collaborate with local community organizations and agencies for the purpose of reducing Humboldt County ACEs scores which are currently among the highest in the state; and

WHEREAS, the ACEs Collaborative has developed goals and objectives which include, without limitation, supporting children and their families in all areas of their health and well-being, providing services and supports, creating opportunities for children and families to thrive and sharing information, resources and responsibility to ensure effective services; and

WHEREAS, CONTRACTOR has requested from COUNTY a one-time allocation of [_____] Dollars (\$_____) for the purpose of funding a ACEs program that is consistent with the ACEs Collaborative's goals and objectives of increasing awareness of ACEs, reducing the occurrence of ACEs within Humboldt County and mitigating the impact of ACEs that do occur within Humboldt County; and

WHEREAS, COUNTY finds that the proposed ACEs program is in the public interest and the requested allocation is required to ensure the establishment and administration thereof; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the establishment and administration of CONTRACTOR's ACEs program.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, it is hereby understood and agreed by the parties as follows:

1. COUNTY RESPONSIBILITIES:

COUNTY will provide CONTRACTOR with an amount not to exceed [_____] Dollars (\$_____) for the purpose of funding the establishment and administration of a ACEs program, including, without limitation, compensating CONTRACTOR for the provision of professional services intended to reduce the number of ACEs occurrences within Humboldt County.

2. CONTRACTOR RESPONSIBILITIES:

A. Provision of Professional Services. CONTRACTOR agrees to develop, coordinate and provide the professional services described in Exhibit A – Scope of Services, which is attached hereto

and incorporated herein by reference. In providing such services and assistance, CONTRACTOR agrees to fully cooperate with the DHHS – Mental Health Director or a designee thereof, hereinafter referred to as “Director.”

- B. Prohibited Faith-Based Activities. CONTRACTOR shall not engage in inherently religious activities, including, without limitation, worship, religious instruction or proselytization, or otherwise exert any religious influence whatsoever, as part of the programs or services funded under this Agreement. If CONTRACTOR conducts such activities, the activities must be offered separately, in time and location, from the programs or services funded under this Agreement, and participation must be voluntary with respect to any individuals who have been referred to CONTRACTOR under the terms of this Agreement.

3. TERM:

This Agreement shall begin on [], 20 [] and shall remain in full force and effect until [], 20 [], unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY’s obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

5. 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 [] Dollars (\$ [], [] []). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.

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- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Budget, which is attached hereto and incorporated herein by reference. Any shift of funds to or from the personnel category of the budget must be approved by COUNTY in writing. CONTRACTOR may shift up to twenty-five percent (25%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein will 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 payable amount will be reached.

6. PAYMENT:

CONTRACTOR shall submit to COUNTY, no later than April 15, 2018 and July 15, 2018, semi-annual invoices itemizing all services rendered, and costs and expenses incurred pursuant to the terms and conditions of this Agreement during the invoice period. Invoices shall be in the format set forth in Exhibit C – ACEs Program Invoice Form, which is attached hereto and incorporated herein by reference. CONTRACTOR shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after receipt of approved invoices. All invoices submitted by CONTRACTOR pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Mental Health
Attention: Financial Services
507 F Street
Eureka, California 95501

7. 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 – Mental Health
Attention: Mental Health Director
720 Wood Street
Eureka, California 95501

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person]
[Street Address]
[City, State Zip Code]

8. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no

later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

9. RECORD AND INSPECTION:

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

10. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: 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 standards and requirements of HIPPA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the services provided pursuant to the terms and conditions of this Agreement 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990;

the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States 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 Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. 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 weapon systems or nuclear weapon 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.

14. DRUG-FREE WORKPLACE CERTIFICATION:

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

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

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- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

- A. Hold Harmless, Dense 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, liabilities, expenses and costs 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 the 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.

16. 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 provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the 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, its agents, officers, officials, employees and volunteers. **REMOVE IF NOT APPLICABLE**

OR

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, its agents, officers, officials, employees and volunteers.

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

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

CONTRACTOR:

[Name of Signatory]
[Title of Signatory]

Date

REMOVE IF NOT APPLICABLE

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Three Million Dollars (\$3,000,000.00) 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, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (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, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

CONTRACTOR: [Name of Contractor]
 Attention: [Name of Contact Person]
 [Street Address]
 [City, State Zip Code]

17. 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 agent, servant, employee,

partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE 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. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

19. PROVISIONS REQUIRED BY LAW:

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

20. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy, procedure or standard 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.

21. SEVERABILITY:

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

22. ASSIGNMENT:

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

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such

payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

26. AMENDMENT:

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

27. STANDARD OF PRACTICE:

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

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared by and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all such information, writings and documents to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

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

30. ATTORNEYS' FEES:

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

31. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet). CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

32. SUBCONTRACTS:

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

33. SURVIVAL:

The duties and obligations of the parties set forth in Section [] – Compensation Upon Termination, Section [] – Record Retention and Inspection, Section [] – Confidential Information and Section [] – 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 equally prepared by both 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, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

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

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38. ENTIRE AGREEMENT:

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

39. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER. **REMOVE IF NOT APPLICABLE**

[CONTRACTOR'S NAME]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

REMOVE IF NOT APPLICABLE

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Emi Botzler-Rodgers, Mental Health Director
(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors on
December 5, 2017 [Item -])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Budget

Exhibit C – ACEs Program Invoice Form

EXHIBIT A SCOPE OF SERVICES

[Contractor's Name]

[Agreement Term]

CONTRACTOR will assist COUNTY in addressing the high Adverse Childhood Experiences (“ACEs”) scores in Humboldt County through the provision of the following prevention, mitigation and education services:


CONTRACTOR WILL:

1. Provide a contact liaison to coordinate with COUNTY.
2. Report on all activities conducted pursuant to the terms and conditions of this Agreement, including, without limitation, the number of individuals reached and/or served, and complete required evaluation activities. CONTRACTOR will submit reports to COUNTY no later than April 15, 2018 and July 15, 2018.
3. Support System of Care values, which include:
 - ☐ Supporting children, zero (0) to eight (8) years of age, and their families in all areas of their health and wellbeing, including, without limitation, mentally, emotionally, physically, spiritually and socially.
 - ☐ Providing services and supports that are tailored, collaborative, easy to access, respectful and based on strengths.
 - ☐ Creating opportunities for children, zero (0) to eight (8) years of age, and their families to thrive at home, in school and in their community.
 - ☐ Sharing information, resources and responsibility to ensure that services are effective and can be maintained over time.
4. Offer CONTRACTOR activities related to the strategies outlined in the proposal submitted to COUNTY and checked below:
 - ☐ Projects that help build resilience, independence, diversity, growth, education and success of Humboldt County children, zero (0) to eight (8) years of age, and their families.
 - ☐ Services and supports that address trauma and help break the intergenerational impacts of ACEs.
 - ☐ Services and supports that promote education, information and resources regarding ACEs.
 - ☐ Services and supports that assist children, zero (0) to eight (8) years of age, and their families in all areas of their health and well-being including, without limitation, mentally, emotionally, physically, spiritually, culturally and socially.

EXHIBIT B
BUDGET
[Contractor's Name]
[Agreement Term]

<i>Descriptions</i>	<i>Amounts</i>
A. Personnel Costs	
Title:	
Salary Calculation:	
Duties Description:	
Title:	
Salary Calculation:	
Duties Description:	
Total Personnel Costs:	0.00
B. Equipment	
Title:	
Description:	
Title:	
Description:	
Total Equipment:	0.00
C. Supplies	
Title:	
Description:	0.00
Title:	
Description:	0.00
Title:	
Description:	0.00
Title:	
Description:	0.00
Total Supplies:	0.00
D. Transportation/Travel	
Title:	
Description:	0.00
Title:	
Description:	0.00
Total Transportation/Travel:	0.00
E. Other Expenses	
Title:	
Description:	0.00
Title:	
Description:	0.00
Title:	
Description:	0.00
Title:	
Description:	0.00
Total Other Expenses:	0.00
Total :	0.00

EXHIBIT C **ACES PROGRAM INVOICE FORM**

ACEs Collaborative Partnership Project - Invoice			
<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;"> <p>Contractor's Name Coordinator/Contact Address Phone</p> </div>			
Invoice Date: _____		Invoice No: _____	
Quarter: _____			
Description	Quantity	Cost	Amount
Personnel Costs (Itemize):			
Equipment (Itemize):			
Supplies (Itemize):			
Transportation/Travel (Itemize):			
Other Expenses (Itemize):			
I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.		Quarter Expenditures _____ Year to Date _____ Balance Remaining _____	
Signature and date: _____ Print Name and Title: _____			
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p>COUNTY OF HUMBOLDT DHHS-MH FINANCIAL SERVICES 507 F Street Eureka CA 95501</p> </div> <div style="width: 15%; text-align: center;">  </div> <div style="width: 40%;"> <p>Program approval _____ Date _____</p> <p>Fiscal approval _____ Date _____</p> <p>Budget Unit/Line: _____</p> </div> </div>			

COLLABORATIVE PARTNERSHIP AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONTRACTOR]
FOR FISCAL YEARS [20__-20__] THROUGH [20__-20__]

This Agreement, entered into this ____ day of _____, 20[____], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and [Name of Contractor], a [Type of Tribal Organization], hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY has partnered with First 5 Humboldt ("First 5") to form the ACEs Collaborative for the purpose of addressing Adverse Childhood Experiences ("ACEs") through the provision of education, mitigation and prevention services; and

WHEREAS, COUNTY, by and through its Department of Health and Human Resources – Mental Health ("DHHS – Mental Health"), secured Measure S funding to support and collaborate with local community organizations and agencies for the purpose of reducing Humboldt County ACEs scores which are currently among the highest in the state; and

WHEREAS, the ACEs Collaborative has developed goals and objectives which include, without limitation, supporting children and their families in all areas of their health and well-being, providing services and supports, creating opportunities for children and families to thrive and sharing information, resources and responsibility to ensure effective services; and

WHEREAS, CONTRACTOR has requested from COUNTY a one-time allocation of [_____] Dollars (\$_____) for the purpose of funding a ACEs program that is consistent with the ACEs Collaborative's goals and objectives of increasing awareness of ACEs, reducing the occurrence of ACEs within Humboldt County and mitigating the impact of ACEs that do occur within Humboldt County; and

WHEREAS, COUNTY finds that the proposed ACEs program is in the public interest and the requested allocation is required to ensure the establishment and administration thereof; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the establishment and administration of CONTRACTOR's ACEs program.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, it is hereby understood and agreed by the parties as follows:

1. COUNTY RESPONSIBILITIES:

COUNTY will provide CONTRACTOR with an amount not to exceed [_____] Dollars (\$_____) for the purpose of funding the establishment and administration of a ACEs program, including, without limitation, compensating CONTRACTOR for the provision of professional services intended to reduce the number of ACEs occurrences within Humboldt County.

2. CONTRACTOR RESPONSIBILITIES:

A. Provision of Professional Services. CONTRACTOR agrees to develop, coordinate and provide the professional services described in Exhibit A – Scope of Services, which is attached hereto

and incorporated herein by reference. In providing such services and assistance, CONTRACTOR agrees to fully cooperate with the DHHS – Mental Health Director or a designee thereof, hereinafter referred to as “Director.”

- B. Prohibited Faith-Based Activities. CONTRACTOR shall not engage in inherently religious activities, including, without limitation, worship, religious instruction or proselytization, or otherwise exert any religious influence whatsoever, as part of the programs or services funded under this Agreement. If CONTRACTOR conducts such activities, the activities must be offered separately, in time and location, from the programs or services funded under this Agreement, and participation must be voluntary with respect to any individuals who have been referred to CONTRACTOR under the terms of this Agreement.

3. TERM:

This Agreement shall begin on [], 20 [] and shall remain in full force and effect until [], 20 [], unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY’s obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

5. 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 [] Dollars (\$ [], []). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.

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- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Budget, which is attached hereto and incorporated herein by reference. Any shift of funds to or from the personnel category of the budget must be approved by COUNTY in writing. CONTRACTOR may shift up to twenty-five percent (25%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein will 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 payable amount will be reached.

6. PAYMENT:

CONTRACTOR shall submit to COUNTY, no later than April 15, 2018 and July 15, 2018, semi-annual invoices itemizing all services rendered, and costs and expenses incurred pursuant to the terms and conditions of this Agreement during the invoice period. Invoices shall be in the format set forth in Exhibit C – ACEs Program Invoice Form, which is attached hereto and incorporated herein by reference. CONTRACTOR shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after receipt of approved invoices. All invoices submitted by CONTRACTOR pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Mental Health
Attention: Financial Services
507 F Street
Eureka, California 95501

7. 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 – Mental Health
Attention: Mental Health Director
720 Wood Street
Eureka, California 95501

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person]
[Street Address]
[City, State Zip Code]

8. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no

later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

9. RECORD AND INSPECTION:

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

10. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: 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 standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the services provided pursuant to the terms and conditions of this Agreement 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990;

the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States 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 Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. 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 weapon systems or nuclear weapon 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.

14. DRUG-FREE WORKPLACE CERTIFICATION:

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

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

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- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

- A. Hold Harmless, Dense 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, liabilities, expenses and costs 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 the 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.

16. 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 provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the 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, its agents, officers, officials, employees and volunteers. **REMOVE IF NOT APPLICABLE**

OR

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, its agents, officers, officials, employees and volunteers.

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

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

CONTRACTOR:

[Name of Signatory]
[Title of Signatory]

Date

REMOVE IF NOT APPLICABLE

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Three Million Dollars (\$3,000,000.00) 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, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (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, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person]
[Street Address]
[City, State Zip Code]

17. 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 agent, servant, employee,

partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE 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. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

19. PROVISIONS REQUIRED BY LAW:

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

20. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy, procedure or standard 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.

21. SEVERABILITY:

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

22. ASSIGNMENT:

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

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such

payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

26. AMENDMENT:

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

27. STANDARD OF PRACTICE:

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

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared by and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all such information, writings and documents to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

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

30. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY:

CONTRACTOR does not waive its sovereign immunity or consent to suit in any court except as expressly stated in this section and subject to the limitations and considerations stated in this provision.

- A. Limited Waiver and Consent to Suit. CONTRACTOR waives its sovereign immunity and consents to suit as to "Covered Claims" as defined herein. CONTRACTOR's governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity which is attached hereto as Exhibit D – Resolution of Limited Waiver of Sovereign Immunity and incorporated herein by reference.

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B. Conditions and Limitations. This limited waiver and consent is subject to the following conditions and limitations:

1. This limited waiver and consent only applies to claims by COUNTY that CONTRACTOR has violated any provision of this Agreement or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of this Agreement ("Covered Claims"). It does not include tort claims, claims for indirect, special, exemplary or punitive damages, lost profits, emotional damages or any other claims not sounding in contract.
2. This limited waiver and consent only applies to COUNTY, and not to any other person, entity, including any commercial or governmental entity, or group.
3. This consent to suit only applies to the California State Courts in Humboldt County, and appropriate state appellate courts. CONTRACTOR does not consent to suit in any other court.
4. This limited waiver and consent is specifically limited to an award of monetary damages constituting a reimbursement of funds for obligations not performed by CONTRACTOR under the terms of this Agreement and/or specific performance to compel enforcement of this Agreement. This waiver of immunity specifically does not allow for recovery of attorneys fees or other costs associated with litigation of Covered Claims.
5. Notwithstanding any applicable statute of limitations or other law, this limited waiver shall be enforceable only for such period as this Agreement remains in effect, and only as to claims arising during the effective period of this Agreement, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals therefrom until the underlying legal claim or claims have been finally determined.

31. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet). CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

32. SUBCONTRACTS:

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

33. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision

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

34. SURVIVAL:

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

35. CONFLICTING TERMS OR CONDITIONS:

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

36. INTERPRETATION:

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

37. INDEPENDENT CONSTRUCTION:

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

38. FORCE MAJEURE:

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

39. 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 previous 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 and conditions of this Agreement are hereby ratified.

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40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

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, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER. **[REMOVE IF NOT APPLICABLE]**

[CONTRACTOR'S NAME]:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____ **[REMOVE IF NOT APPLICABLE]**

COUNTY OF HUMBOLDT:

By: _____ Date: _____

Emi Botzler-Rodgers, Mental Health Director
(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors on
December 5, 2017 [Item **[]** - **[]**])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Budget
- Exhibit C – ACEs Program Invoice Form
- Exhibit D – Resolution of Limited Waiver of Sovereign Immunity

EXHIBIT A
SCOPE OF SERVICES

[Contractor's Name]

[Agreement Term]

CONTRACTOR will assist COUNTY in addressing the high Adverse Childhood Experiences ("ACEs") scores in Humboldt County through the provision of the following prevention, mitigation and education services:

CONTRACTOR WILL:

1. Provide a contact liaison to coordinate with COUNTY.
2. Report on all activities conducted pursuant to the terms and conditions of this Agreement, including, without limitation, the number of individuals reached and/or served, and complete required evaluation activities. CONTRACTOR will submit reports to COUNTY no later than April 15, 2018 and July 15, 2018.
3. Support System of Care values, which include:
 - ☐ Supporting children, zero (0) to eight (8) years of age, and their families in all areas of their health and wellbeing, including, without limitation, mentally, emotionally, physically, spiritually and socially.
 - ☐ Providing services and supports that are tailored, collaborative, easy to access, respectful and based on strengths.
 - ☐ Creating opportunities for children, zero (0) to eight (8) years of age, and their families to thrive at home, in school and in their community.
 - ☐ Sharing information, resources and responsibility to ensure that services are effective and can be maintained over time.
4. Offer CONTRACTOR activities related to the strategies outlined in the proposal submitted to COUNTY and checked below:
 - ☐ Projects that help build resilience, independence, diversity, growth, education and success of Humboldt County children, zero (0) to eight (8) years of age, and their families.
 - ☐ Services and supports that address trauma and help break the intergenerational impacts of ACEs.
 - ☐ Services and supports that promote education, information and resources regarding ACEs.
 - ☐ Services and supports that assist children, zero (0) to eight (8) years of age, and their families in all areas of their health and well-being including, without limitation, mentally, emotionally, physically, spiritually, culturally and socially.

EXHIBIT B**BUDGET**


[Contractor's Name]

[Agreement Term]

*Descriptions**Amounts*

A. Personnel Costs	
Title:	
Salary Calculation:	
Duties Description:	
Title:	
Salary Calculation:	
Duties Description:	
Total Personnel Costs:	0.00
B. Equipment	
Title:	
Description:	
Title:	
Description:	
Total Equipment:	0.00
C. Supplies	
Title:	
Description:	0.00
Title:	
Description:	0.00
Title:	
Description:	0.00
Title:	
Description:	0.00
Total Supplies:	0.00
D. Transportation/Travel	
Title:	
Description:	0.00
Title:	
Description:	0.00
Total Transportation/Travel:	0.00
E. Other Expenses	
Title:	
Description:	0.00
Title:	
Description:	0.00
Title:	
Description:	0.00
Title:	
Description:	0.00
Total Other Expenses:	0.00
Total :	0.00

EXHIBIT C **ACES PROGRAM INVOICE FORM**

ACEs Collaborative Partnership Project - Invoice			
<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;"> <p>Contractor's Name Coordinator/Contact Address Phone</p> </div>			
Invoice Date: _____		Invoice No: _____	
Quarter: _____			
Description	Quantity	Cost	Amount
Personnel Costs (Itemize):			
Equipment (Itemize):			
Supplies (Itemize):			
Transportation/Travel (Itemize):			
Other Expenses (Itemize):			
I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.		Quarter Expenditures Year to Date Balance Remaining	
Signature and date: _____ Print Name and Title: _____			
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> COUNTY OF HUMBOLDT DHHS-MH FINANCIAL SERVICES 507 F Street Eureka CA 95501 </div> <div style="width: 20%; text-align: center;">  </div> <div style="width: 40%;"> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"> Program approval Date </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"> Fiscal approval Date </div> <div style="border-bottom: 1px solid black;"> Budget Unit/Line: </div> </div> </div>			