



AGENDA ITEM NO.  
**C-12**

# COUNTY OF HUMBOLDT

For the meeting of: May 31, 2016

Date: May 17, 2016

To: Board of Supervisors *8/10 for*

From: Connie Beck, Director  
Department of Health and Human Services- Social Services

Subject: Memorandum of Understanding (MOU) with Del Norte County for Legal Services Related to a Child Welfare Services (CWS) Case Due to Conflict of Interest

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the Memorandum of Understanding (MOU) with Del Norte County for legal services related to a Child Welfare Services (CWS) case due to conflict of interest;
2. Authorizes the Chairperson to execute four (4) originals of the MOU; and
3. Directs the Clerk of the Board to route three (3) fully executed originals of the MOU to the Department of Health and Human Services (DHHS)-Contract Unit for forwarding to DHHS- Social Services Administration.

SOURCE OF FUNDING:

Social Services Fund 1160

DISCUSSION:

On April 5, 2016 the counties of Humboldt and Del Norte entered into an agreement to transfer CWS cases between counties if there is a real or potential conflict of interest (C-13). A juvenile dependent of

Prepared by Sharon Wolff, Staff Services Analyst II CAO Approval *Cheryl Williamson*

REVIEW: Auditor *Ad* County Counsel *ity* Personnel \_\_\_\_\_ Risk Manager *[Signature]* Other \_\_\_\_\_

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. C-13

Meeting of: 4/5/16

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bass*

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Absent \_\_\_\_\_

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

Dated: *May 31, 2016*

By: *[Signature]*  
Kathy Hayes, Clerk of the Board

Humboldt County has been placed in the home of an employee of the Office of the County Counsel. Welfare and Institutions Code section 16513.5 requires social workers to recuse themselves from cases when they have a personal relationship that may affect their ability to remain objective about the case. DHHS is unable to designate a social worker to the case who would not be required to recuse him/herself from the case. Del Norte is willing to assume responsibility for supervising the social services delivered to the family in Humboldt County to avoid any possibility of bias in the case. In addition, Del Norte is willing to provide counsel to represent their social workers in the Humboldt County juvenile court.

This MOU is specific to the legal services required in this case.

DHHS recommends that the Board approve the MOU with Del Norte County. The term of this MOU will begin upon execution by both counties and shall remain in full force until June 30, 2018.

FINANCIAL IMPACT:

Humboldt will pay Del Norte for their services performed under this MOU at a rate of \$129.00 per hour. This \$129.00 per hour rate will cover all services performed under this MOU. In addition to the hourly rate, Humboldt will reimburse Del Norte for travel costs at the standard rate of .54 dollars (\$0.54) per mile; and for the actual cost of making all necessary court call appearances. There is sufficient appropriations in fund 1160, budget unit 508 – Child Welfare Services to cover these costs in fiscal year 2015-16 and fiscal year 2016-17. There is no financial impact to the county General Fund.

This MOU supports the Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved health and safety.

OTHER AGENCY INVOLVEMENT:

Del Norte County

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board can choose not to approve the MOU with Del Norte County but this is not recommended; this MOU will avoid any possibility of a conflict of interest with the provision of legal services in this specific CWS case.

ATTACHMENTS:

Attachment 1: MOU with Del Norte County (4 originals)



## AGREEMENT FOR LEGAL SERVICES

This Memorandum of Understanding (hereinafter "MOU" is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "HUMBOLDT," and the County of Del Norte political subdivision of the State of California, hereinafter referred to as "DEL NORTE." HUMBOLDT and DEL NORTE are hereinafter referred to collectively as the PARTIES.

### RECITALS

WHEREAS, HUMBOLDT has placed a juvenile dependent in the home of an employee of the Office of the County Counsel; and

WHEREAS, the Juvenile Court of Humboldt County and Parties to the dependency are in agreement that placement with said employee is in the best interest of the child; and

WHEREAS, Welfare and Institutions Code section 16513.5 requires social workers to recuse themselves from cases when they have a personal relationship that may affect their ability to remain objective about the case; and

WHEREAS, HUMBOLDT is unable to designate a social worker to the case who would not be required to recused him/herself from the case; and

WHEREAS, DEL NORTE is willing to assume responsibility for supervising the social services delivered to the family in Humboldt County; and

WHEREAS, to avoid any appearance of bias in the case, DEL NORTE is willing to provide counsel to represent their social workers in the Humboldt County juvenile court;

NOW THEREFORE, the PARTIES hereto mutually agree as follows:

1. SCOPE OF WORK.

DEL NORTE agrees to provide all legal service services to Del Norte Human Services necessary to represent the Del Norte Human Services department in Humboldt County Juvenile Court in mutually agreed upon cases.

2. RATES AND BILLING.

HUMBOLDT will pay DEL NORTE for their services performed hereunder at a rate of \$129.00 per hour. This \$129.00 per hour rate will cover all services performed under this MOU. DEL NORTE agrees to bill HUMBOLDT monthly, and HUMBOLDT agrees to pay DEL NORTE within 30 days of receipt of the billing.

In addition to the hourly rate, HUMBOLDT will reimburse DEL NORTE for travel costs at the standard rate of .54 dollars (\$.54) per mile; and for the actual cost of making all necessary court call appearances.

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3. TERM:

This MOU shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2018, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Without cause. The PARTIES may terminate this MOU without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- B. Compensation Upon Termination. In the event of any termination of this MOU, DEL NORTE shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. The right to compensation will continue until the earlier of such time as (1) the attorney is relieved by the Court of his duties of representation or (2) new counsel substitutes in as attorney of record.

5. PAYMENT:

DEL NORTE shall submit to HUMBOLDT monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. DEL NORTE shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by DEL NORTE shall be sent to HUMBOLDT at the following address:

HUMBOLDT: Humboldt County DHHS  
Attention: Leslie Abbott  
507 F Street  
Eureka, CA 95501

6. NOTICES:

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

HUMBOLDT: Humboldt County DHHS-SSB  
Attention: Stephanie Weldon  
507 F Street  
Eureka, CA 95501

DEL NORTE: Joel Campbell-Blair  
Deputy County Counsel  
Del Norte County  
Flynn Administrative Center  
981 H Street, Suite 220  
Crescent City, CA 95531



7. NUCLEAR FREE HUMBOLDT HUMBOLDT ORDINANCE COMPLIANCE:

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

8. DEL NORTE ENVIRONMENTALLY PREFERABLE PRODUCTS POLICY

It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors shall specify and utilize these products whenever practical.

9. RELATIONSHIP OF PARTIES:

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

10. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

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

11. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this MOU. This MOU 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.

12. REFERENCE TO LAWS AND RULES:

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

13. 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 DEL NORTE in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision



shall not be applicable to service agreements or other arrangements usually or customarily entered into by DEL NORTE to obtain supplies, technical support or professional services.

14. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU 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.

15. AMENDMENT:

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

16. SUBCONTRACTS:

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

17. ENTIRE AGREEMENT:

This MOU 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 MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

18. AUTHORITY TO EXECUTE:

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

This agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this agreement.

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

**COUNTY OF DEL NORTE:**

ATTEST:

\_\_\_\_\_  
(Print Name)  
Clerk of the Board of Supervisors of the County of Del Norte, State of California

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

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

Chair, Del Norte County Board of Supervisors

**COUNTY OF HUMBOLDT:**

ATTEST:

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

By: *Ann Hubbard, Deputy*

By: *Mark Lovelace* Date: *5-31-16*

Mark Lovelace  
Chair, Humboldt County Board of Supervisors