



COUNTY OF HUMBOLDT

AGENDA ITEM NO. **C17**

For the meeting of: February 6, 2018

Date: December 21, 2017

To: Board of Supervisors *SWO*

From: Connie Beck, Director *SWO*
 Department of Health and Human Services – Social Services

Subject: Memorandum of Understanding with the Humboldt County Office of Education Regarding the Coordination of Educational Support Services for Humboldt County Foster Youth

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve, and authorize the Chair of the Board to execute, the attached Memorandum of Understanding with the Humboldt County Office of Education regarding the coordination of educational support services for Humboldt County foster youth;
2. Authorize the Department of Health and Human Services – Child Welfare Services Director to execute any and all future amendments to the attached Memorandum of Understanding, after review and approval by County Counsel and Risk Management; and
3. Direct the Clerk of the Board to return three (3) fully executed original copies of the attached Memorandum of Understanding to the Department of Health and Human Services – Contract Unit for further processing;

SOURCE OF FUNDING:

Social Services Fund: 1110 Budget Unit: 518

Prepared by Katie Collender Staff Services Analyst - SSB

CAO Approval *E. Eshner*

REVIEW: Auditor *MSA* County Counsel *JBB* Personnel _____ Risk Manager *KS* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Wilson* Seconded by Supervisor *Bass*
 Ayes *Bass, Fennell, Sandberg, Bohn, Wilson*
 Nays _____
 Abstain _____
 Absent _____

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

Dated: *2/6/18*
 By: *[Signature]*
 Kathy Hayes, Clerk of the Board

DISCUSSION:

The attached Memorandum of Understanding (“MOU”) with the Humboldt County Office of Education (“HCOE”) will provide educational support to pupils in foster care, as described in California Education Code Section 42921. HCOE will work together with the Department of Health and Human Services – Child Welfare Services and the Probation Department to ensure there is no duplication of activities, minimize changes in school placement, facilitate prompt enrollment and transfer of educational records, ensure transfers are done at an educationally appropriate time and ensure appropriate partial credits are awarded. The attached MOU will begin upon execution by both parties and shall remain in full force and effect until June 30, 2019, unless sooner terminated.

The services provided pursuant to the terms and conditions of the attached MOU include, without limitation, sharing educational status and progress information required for inclusion in court reports by California Welfare and Institutions Code Section 16010, responding to information requests from the juvenile court, working with the juvenile court to ensure the delivery and coordination of necessary educational services and obtain, identify and refer children to mentoring, tutoring, vocational training and other services designed to enhance the educational prospects of foster children in Humboldt County.

FINANCIAL IMPACT:

Compensation for the services provided pursuant to the terms and conditions of the attached MOU shall not exceed the actual federal share of allowable costs. The county will submit a quarterly claim to the California Department of Social Services for Title IV-E reimbursement. HCOE is responsible for the required match amount of the total program cost for the target population, representing the non-federal share of cost calculated at the federal discount rate. Accordingly, approval of the attached MOU will not impact the Humboldt County General Fund.

The recommended actions support the Board’s Strategic Framework by helping ensure collaborative, high quality educational opportunities for youth involved in the Child Welfare and/or Probation systems.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the attached MOU with HCOE regarding the coordination of educational support services for Humboldt County foster youth. However, this alternative is not recommended due to the need for such educational support services.

ATTACHMENTS:

1. Memorandum of Understanding with Humboldt County Office of Education Regarding the Coordination of Educational Support Services for Humboldt County Foster Youth (3 originals)

ADMINISTRATOR: Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607
510-986-6750
www.keenan.com

LICENSE # 0451271

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERED PARTY:
Humboldt County Office Of Education
North Coast SIG
901 Myrtle Avenue
Eureka CA 95501

ENTITIES AFFORDING COVERAGE:
ENTITY A: Northern California ReLIEF
ENTITY B: Protected Insurance Program for Schools
ENTITY C:
ENTITY D:
ENTITY E:

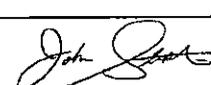
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY [<input checked="" type="checkbox"/>] GENERAL LIABILITY [<input type="checkbox"/>] CLAIMS MADE [<input checked="" type="checkbox"/>] OCCURRENCE [<input checked="" type="checkbox"/>] GOVERNMENT CODES [<input checked="" type="checkbox"/>] ERRORS & OMISSIONS	NCR 00104-31	7/1/2017 7/1/2018	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY [<input checked="" type="checkbox"/>] ANY AUTO [<input checked="" type="checkbox"/>] HIRED AUTO [<input checked="" type="checkbox"/>] NON-OWNED AUTO [<input checked="" type="checkbox"/>] GARAGE LIABILITY [<input checked="" type="checkbox"/>] AUTO PHYSICAL DAMAGE	NCR 00104-31	7/1/2017 7/1/2018	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY [<input checked="" type="checkbox"/>] ALL RISK [<input checked="" type="checkbox"/>] EXCLUDES EARTHQUAKE & FLOOD [<input type="checkbox"/>] BUILDER'S RISK	NCR 00104-31	7/1/2017 7/1/2018	\$ 25,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 00104-31	7/1/2017 7/1/2018	\$ 25,000	\$ Included EACH OCCURRENCE
B	WORKERS COMPENSATION [<input checked="" type="checkbox"/>] EMPLOYERS' LIABILITY	PIPS 00143-14	7/1/2017 7/1/2018	\$	[<input type="checkbox"/>] IWC STATUTORY LIMITS [<input checked="" type="checkbox"/>] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [<input type="checkbox"/>] EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
Re: Multi-agency Foster Youth agreement.

CERTIFICATE HOLDER:
County of Humboldt
Attn: Risk Management
825 Fifth Street, Room 131
Eureka CA 95501

CANCELLATION..... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.


John Stephens
AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT COUNTY OFFICE OF EDUCATION
FOR FISCAL YEARS 2017-2018 THROUGH 2018-2019**

This Memorandum of Understanding ("MOU"), entered into this 6th day of February, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Humboldt County Office of Education, a California governmental agency, hereinafter referred to as "HCOE," is made upon the following considerations:

WHEREAS, COUNTY, by and through the Humboldt County Department of Health and Human Services – Child Welfare Services ("DHHS – Child Welfare Services") and the Humboldt County Probation Department ("Probation"), desires to retain a qualified professional organization to coordinate Educational Support for County Foster Youth (IV-E Foster Care Administrative Activities); and

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

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

WHEREAS, HCOE represents that it is adequately trained, skilled, experienced and qualified to perform such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

HCOE agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. The parties agree to fully cooperate with each other as applicable.

2. TERM:

This MOU shall begin upon execution by all parties and shall remain in full force and effect until June 30, 2019, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of either party, the other party fails to adequately perform as required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation or other law applicable to its performance herein, either party may terminate this MOU immediately, upon notice.

B. Without Cause. Either party may terminate this MOU without cause upon thirty (30) days advance written notice to the other. Such notice shall state the effective date of the termination.

C. Insufficient Funding. COUNTY's obligations under this MOU 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 MOU shall be

terminated. COUNTY shall provide HCOE seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

- D. Compensation Upon Termination. In the event of any termination of this MOU, HCOE 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 owing to any party resulting from a breach of this MOU.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU shall be the actual federal share of allowable costs. HCOE agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this MOU are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by HCOE, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of HCOE. HCOE shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which HCOE estimates that the maximum dollar amount will be reached.

5. PAYMENT:

HCOE shall submit to COUNTY quarterly 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 of Department of Health and Human Services and the Humboldt County Auditor-Controller. Copies of the appropriate invoice summary, itemized invoice worksheet, and Guidelines are attached as Exhibits D-F, respectively. HCOE shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this MOU. 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 HCOE shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Social Services Finance
507 F Street
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU 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 – Social Services
Attention: Child Welfare Services Director
2440 6th Street
Eureka, California 95501

AND

Humboldt County Probation Department
Attention: Chief Probation Officer
2002 Harrison Avenue
Eureka, California 95501

HCOE: Humboldt County Office of Education
Attention: Superintendent of Schools
901 Myrtle Avenue
Eureka, CA 95501

7. REPORTS:

HCOE agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this MOU. 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.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. HCOE 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 MOU, 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.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of HCOE, 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 MOU. HCOE 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. HCOE 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 MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because HCOE's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

HCOE agrees that COUNTY has the right to monitor all financial activities and records related to programs funded by MOU, in order to ensure compliance with the terms and conditions of this MOU. HCOE will cooperate with a corrective action plan, if deficiencies are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by HCOE pursuant to the terms of this MOU.

10. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this MOU, HCOE may receive information that is confidential under local, state or federal law. HCOE hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

11. NON-DISCRIMINATION COMPLIANCE:

A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this MOU, HCOE, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. HCOE 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 HCOE's provision of services in order to ensure compliance with the requirements of this section.

B. Professional Services and Employment. In connection with the execution of this MOU, HCOE, 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. HCOE 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 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 MOU by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

HCOE certifies by its signature below that it is not a Nuclear Weapons Contractor, in that HCOE 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. HCOE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if HCOE subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE:

By executing this MOU, HCOE 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. HCOE'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 hereunder will:
 1. Receive a copy of HCOE's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of HCOE's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this MOU and/or termination thereof, and HCOE may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if HCOE violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party 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, the 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 other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to Educational Support for County Foster Youth (IV-E Foster Care Administrative Activities) pursuant to the terms and conditions of this MOU regardless of whether any insurance is applicable or not. The insurance policy limits applicable this MOU shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.

15. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and HCOE is not entitled to any rights hereunder, unless certificates of insurance or other sufficient 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 the parties' indemnification obligations provided for herein, each party will maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance and workers' compensation policies. Minimum limits of \$1,000,000 will be maintained for general and auto liability. Workers' compensation coverage will be maintained as required by the laws of the State of California.
- 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, 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 HCOE. 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 HCOE 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 insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this MOU, HCOE's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to HCOE's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this MOU shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. HCOE shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. 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 HCOE does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and HCOE 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 HCOE under this MOU.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and HCOE 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 MOU 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

HCOE: Humboldt County Office of Education
Attention: Superintendent of Schools
901 Myrtle Avenue
Eureka, California 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this MOU 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 HCOE 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. HCOE shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

HCOE agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this MOU, including, but not limited to, the applicable local System of Care provisions set forth in Exhibit C – Local System of Care, which is attached hereto and incorporated herein by reference. HCOE further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. 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.

19. 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.

20. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by Director and HCOE.

21. SEVERABILITY:

If any provision of this MOU, 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 MOU.

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 HCOE 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 HCOE to obtain supplies, technical support or professional services.

23. 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.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU 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 MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of HCOE. Nor shall such payment impair or prejudice any remedy available to any party with respect to any breach or default. COUNTY shall have the right to demand repayment of, and HCOE shall promptly refund, any funds disbursed to HCOE which, in the judgment of COUNTY, were not expended in accordance with the terms of this MOU.

25. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of the parties shall be personally liable for any default or liability under this MOU.

26. 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.

27. STANDARD OF PRACTICE:

HCOE 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. HCOE'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 MOU prepared and/or submitted by HCOE pursuant to the terms of this MOU shall become the property of COUNTY. However, HCOE may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, HCOE shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This MOU 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.

30. ADVERTISING AND MEDIA RELEASE:

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

31. SUBCONTRACTS:

HCOE shall obtain prior written approval from COUNTY 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. HCOE 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 COUNTY or not.

32. SURVIVAL:

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

33. INTERPRETATION:

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

34. INDEPENDENT CONSTRUCTION:

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

35. 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.

36. 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.

37. 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.

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

HUMBOLDT COUNTY OFFICE OF EDUCATION:

By: Chris Hartley
Name: Chris Hartley Ed. D.

Date: 1/2/18

Title: Superintendent

COUNTY OF HUMBOLDT:

By: Ryan Sundberg
Ryan Sundberg
Chair, Humboldt County Board of Supervisors

Date: 2/6/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: K. Burns
Risk Management

Date: 1/11/18

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Local System of Care
- Exhibit D – Children and Family Services Invoice Summary
- Exhibit E – Children and Family Services Itemized Invoice Worksheet
- Exhibit F – Guidelines for Using the Invoice Summary and Itemized Costs Worksheet Templates

EXHIBIT A
SCOPE OF SERVICES
Humboldt County Office of Education
For Fiscal Years 2017-2018 Through 2018-2019

Under the terms of the MOU, HCOE agrees to the following:

1. SERVICES:

- A. Provide the following types of educational support, as described in Education Code section 42921 to pupils in foster care. For the purposes of FYSCP, pupils in foster care are defined as stated in paragraph (b) of Education Code section 42238.01
- B. Working with DHHS – Child Welfare Services and Probation to ensure no duplication of activities to serve foster youth;
- C. Working with DHHS – Child Welfare Services and Probation to minimize changes in school placement;
- D. Supporting local education agencies (LEAs) in facilitating the prompt transfer of educational records between educational institutions when placement changes are necessary, ensure transfers are done at an educationally appropriate time, ensure appropriate partial credits are awarded and the pupil in foster care is quickly enrolled in classes;
- E. Providing education-related information to DHHS – Child Welfare Services and Probation to assist in delivering services to foster children, including, but not limited to, educational status and progress information required for inclusion in court reports by Welfare and Institutions Code (WIC) section 16010;
- F. Responding to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services;
- G. Working to obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
- H. Facilitating communication between the educational rights holder, foster care provider, the teacher, and any other school staff or education service providers for the child;
- I. Sharing information with the foster care provider regarding available training programs that address education issues for children in foster care;
- J. Referring caregivers and educational rights holders of foster youth who have special education needs to special education programs and services;
- K. Referring foster youth to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to, all of the following:
 - a. Mentoring
 - b. Counseling
 - c. Transitioning services
 - d. Emancipation services
 - e. Tutoring

- L. Facilitation of timely Individualized Education Programs, in accordance with the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.), and of all special education services;
- M. Establishing collaborative relationships and local advisory groups;
- N. Establishing a mechanism for the efficient and expeditious transfer of health and education records and the Health and Education Passport;
- O. Providing regular updates on the status, grades, and performance of Humboldt County foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations; and
- P. Tracking data and reporting on outcomes within the time schedule established in joint agreement with DHHS – Child Welfare Services and Probation.
- Q. Completing any training required of DHHS – Child Welfare Services and Probation contractors to comply with applicable federal and laws, local regulations, or County policies.

2. SCHEDULE:

N/A

3. DELIVERABLES:

- A. COUNTY and HCOE will meet Federal guidelines.
- B. COUNTY and HCOE will track the number of Health and Education Passports completed.
- C. COUNTY and HCOE will track the number of notifications sent to schools and LEA's.

4. ACCEPTANCE CRITERIA:

N/A

5. REPORTING REQUIREMENTS:

- A. HCOE agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this MOU.

6. PLACE OF PERFORMANCE:

Humboldt County, California

7. COUNTY RESPONSIBILITIES:

DHHS – Child Welfare Services agrees to:

- A. DHHS – Child Welfare Services will work in partnership with HCOE to achieve identified goals and outcomes;

- B. DHHS – Child Welfare Services will facilitate the timely referral or notification of placement moves for eligible foster youth;
- C. DHHS – Child Welfare Services will work with HCOE to implement a jointly-developed process for the sharing/mutual exchange of information and data for all foster youth served pursuant to this MOU;
- D. DHHS – Child Welfare Services will facilitate and participate in joint problem solving with HCOE to address foster youth needs while partnering to establish target youth populations and prioritizing needs based on funding;

DHHS – Child Welfare Services will work with HCOE to enhance educational involvement in the Independent Living Plan process.

- E. DHHS – Child Welfare Services will track Title IV-E eligible children and youth and provide a list to FYSCP staff to ensure accurate Title IV-E claiming;
- F. DHHS – Child Welfare Services will include FYSCP staff in any training opportunities to meet requirements of DHHS – Child Welfare Services contractors to comply with applicable state and federal laws, local regulations, or County policies; and
- G. DHHS – Child Welfare Services will provide a venue to leverage California Department of Education Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs;
 - a. DHHS – Child Welfare Services will provide access to the DHHS – Child Welfare Services office building at 2440 6th Street, Eureka.
 - i. Access to these buildings will be via electronic access card; cards will be assigned by Health and Human Services. Access shall be provided during business hours: Monday through Friday, 8am-5pm.
 - ii. Access to these buildings may occur before/after business hours and on weekends, but FYSCP staff must be accompanied by an authorized DHHS – Child Welfare Services staff member to whom an alarm arming/de-arming code is assigned.
 - iii. DHHS – Child Welfare Services will not provide alarm arming/de-arming codes to FYSCP staff.
 - iv. Access to the DHHS – Child Welfare Services office building includes access to physical client personal and court case files for completion of FYSCP staff duties.
 - b. DHHS – Child Welfare Services will provide one workstation at the DHHS – Child Welfare Services office to accommodate FYSCP staff.
 - i. Workstation to include one computer, one monitor, one keyboard, and one mouse.
 - 1. The Statewide Automated Child Welfare Information Systems (“SACWIS”) computer shall provide access to the Child Welfare Services/Case Management System (“CWS/CMS”) application for data input. The SACWIS computer maintains high levels of protections, as required by the California Office of Systems Integration.

2. The county-assigned computer shall provide access to certain programs and websites which may not be accessible from the SACWIS computer, but which are necessary for completion of FYSCP duties.
 - ii. Workstation will include dedicated telephone, chairs, drawers, and general office supplies as needed by FYSCP staff.
- c. FYSCP staff may ride in County-owned fleet vehicles, but may not drive County vehicles.
- d. COUNTY staff may ride in HCOE-owned fleet vehicles, but may not drive HCOE vehicles.

Probation agrees to:

- A. Probation will work in partnership with HCOE to achieve identified goals and outcomes;
- B. Probation will facilitate the timely referral or notification of placement moves for eligible foster youth;
- C. Probation will work with the HCOE to implement a jointly-developed process for the sharing/mutual exchange of information and data for all foster youth served pursuant to this MOU;
- D. Probation will facilitate and participate in joint problem solving with HCOE to address foster youth needs while partnering to establish target youth populations and prioritizing needs based on funding;
- E. Probation will work with HCOE to enhance educational involvement in the Independent Living Plan process.
- F. FYSCP staff may ride in County-owned fleet vehicles, but may not drive County vehicles.
- G. COUNTY staff may ride in HCOE-owned fleet vehicles, but may not drive HCOE vehicles

EXHIBIT B
SCHEDULE OF RATES
Humboldt County Office of Education
For Fiscal Years 2017-2018 Through 2018-2019

The maximum obligation of COUNTY under this MOU shall be the actual federal share of allowable costs. COUNTY shall submit a quarterly claim to California Department of Social Services (“CDSS”) for reimbursement from Title IV-E for allowable activities. Upon the conclusion of each quarter, COUNTY will calculate the federal discount rate based on the number of foster care children not eligible for Title IV-E reimbursement. COUNTY will provide the federal discount rate to HCOE. Probation has no fiscal obligation to HCOE pursuant to this MOU.

1. RATE OF COMPENSATION:

HCOE is responsible for the required match amount of the total program cost for the target population, representing the non-federal share of cost calculated at the federal discount rate. HCOE shall certify the expenditure of this share of cost, and that these funds were not used as a match to any other federal program. The match shall be documented on a quarterly invoice, and must be expended in order to claim Title IV-E reimbursement (attachment A & B).

HCOE shall submit all invoices to COUNTY no later than 14 days after the end of the quarter or after termination of this MOU.

HCOE shall be financially responsible for audit exceptions on disallowances by the State and Federal Government.

It is understood that the funds claimed are Federal Title IV-E funds and it is further understood that HCOE agrees to accept full responsibility for receiving, appealing, replying to, and complying with any audit exceptions by appropriate agencies occurring during or for the period in which the conditions specified in the MOU are in effect. HCOE also agrees to initiate payment in the full amount of said audit exceptions.

HCOE shall provide audit records in compliance with 2 CFR Part 200 Subparts E and F (previously OMB Circular A-122) and provide a copy of the organizational wide audit annually. Failure to do so may end in the denial of payment under this or subsequent MOU's.

2. EXPENSES:

The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is the actual federal share of allowable costs. COUNTY shall submit a quarterly claim to California Department of Social Services (“CDSS”) for reimbursement from Title IV-E for allowable activities. Upon the conclusion of each quarter, COUNTY will calculate the federal discount rate based on the number of foster care children not eligible for Title IV-E reimbursement. COUNTY will provide the federal discount rate to HCOE

EXHIBIT C
LOCAL SYSTEM OF CARE
Humboldt County Office of Education
For Fiscal Years 2017-2018 Through 2018-2019

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

1. Providing effective, community-based services and supports for children and their families which coordinate with other systems to address their emotional, social, educational, and physical needs, including traditional and nontraditional services as well as natural and informal supports.
2. Provide individualized services in accordance with the unique potentials and needs of each child and family, guided by a strengths-based planning process and an individualized service plan developed in true partnership with the child and family.
3. Ensure that services and supports include evidence-informed, promising practices, and/or interventions supported by practice-based evidence, as agreed upon with COUNTY, to ensure the effectiveness of services and to improve outcomes for children and their families. This includes selecting, training, and implementing practices with fidelity and tracking of outcomes associated with intervention using a standardized outcome measurement tool(s).
4. Deliver services and supports within the least restrictive, most normative environments that are clinically appropriate.
5. Ensure that families, other caregivers, and youth are full partners in all aspects of the planning and delivery of their own services. HCOE is also encouraged to include family and youth voice in development and implementation of policies and procedures that govern care for children and youth in their organization.
6. Ensure that services are well coordinated with other child-serving agencies with which the child/family may be involved to assure integrated care management.
7. Practice and/or engage with care management at the service level to ensure that multiple services are delivered in a coordinated and therapeutic manner and that children and their families can move through the system of services in accordance with their changing needs.
8. Provide developmentally appropriate mental health services and supports that promote optimal social-emotional outcomes for young children and their families in their homes and community settings when the HCOE serves children 0-5 years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth age 18 to 21 years to adulthood and to the transition age youth and adult service systems as needed.
10. Encourage participation in local mental health promotion, prevention, and early identification and intervention opportunities.
11. Incorporate continuous accountability and quality improvement mechanisms to track, monitor, and manage the quality, effectiveness, and outcomes at the program level, practice level, and child and family level.

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

Attachment A
Humboldt County Office of Education
For Fiscal Years 2017-2018 Through 2018-2019

Children and Family Services Invoice Summary

Humboldt County Office of Education Roger Golec 901 Myrtle Avenue Eureka, CA 95501 (707) 445-7187
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Invoice Date:	<u>1/0/1900</u>	Contract Term:	Upon execution - June 30, 2019
Invoice Type:	Quarterly	Invoice Period:	1/0/1900

Description	Cost	Total Amount Due
Personnel Costs (Wages and Benefits)	\$0.00	
Operational Costs (Rent, Utilities, Phones, etc.)	\$0.00	
Consumables/Supplies (Supplies and Consumables should be separate)	\$0.00	
Transportation/Travel (Local and out of county should be separate)	\$0.00	
Other (Indirect Costs, Contracts, etc.)	\$0.00	
		\$0.00

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.

Signature and date: _____
Print Name and Title: _____

Send invoice to:

COUNTY OF HUMBOLDT
DHHS, Financial Service Division
507 F Street, CB Unit
Eureka Ca 95501
Attn:



Program	Date
Fiscal	Date
Budget Unit/line:	

Attachment B
Humboldt County Office of Education
For Fiscal Years 2017-2018 Through 2018-2019
Children and Family Services
Itemized Invoice Worksheet
Humboldt County Office of Education

Invoice Date: _____

Invoice Type: **Quarterly** _____

Upon execution

Contract Term: June 30, 2019
Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
A. Personnel Costs			
Title: _____			
Salary and Benefits Calculation: _____			0.00
Duties Description: _____			
Title: _____			0
Salary and Benefits Calculation: _____			
Duties Description: _____			
Title: _____			0
Salary and Benefits Calculation: _____			
Duties Description: _____			
Title: _____			0
Salary and Benefits Calculation: _____			
Duties Description: _____			
Title: _____			0
Salary and Benefits Calculation: _____			
Duties Description: _____			
Title: _____			0
Salary and Benefits Calculation: _____			
Duties Description: _____			
Total Personnel:	0.00	0.00	0.00
B. Operational Costs (Rent, Utilities, Phones, etc.)			
Total Operating Costs:	0	0	0
C. Consumables/Supplies (Supplies and Consumables should be separate)			
Total Consumable/Supplies:	0	0	0
D. Transportation/Travel (Local and Out-of-County should be separate)			
Total Transportation/Travel Costs:	0	0	0
E. Other Costs (Indirect Costs, Contracts, etc.)			
Total Other Costs:	0	0	0
Invoice Total:	0.00		

Attachment C
Humboldt County Office of Education
For Fiscal Years 2017-2018 Through 2018-2019

Guidelines for using the Invoice Summary and Itemized Costs Worksheet templates

In an effort to help the invoicing process be as simplified as possible DHHS Financial Services has provided the attached invoice summary and itemized invoice worksheet. These documents are also available electronically and will self-populate from the worksheet to the invoice. In addition below we have provided a few reminders.

- 1.) Be sure to sign the invoice. Electronic submissions still need signatures.
- 2.) Back up documentation such as; Staff time documentation, receipts, bills or invoices, are required upon submission of the Invoice Summary and Itemized Worksheet, as well as accessible upon request. Please be sure to keep them.
- 3.) Should you have any questions regarding the invoice summary and/or itemize invoice worksheet please feel free to contact Leslie Abbott at 707-441-5421 or e-mail at labbott@co.humboldt.ca.us

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