

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT, HUMBOLDT COUNTY OFFICE OF EDUCATION AND
REDWOOD COAST REGIONAL CENTER
FOR FISCAL YEARS 2022-2023 THROUGH 2025-2026**

This Memorandum of Understanding (“MOU”), entered into this _____ day of _____, 2022, by and between the County of Humboldt, by and through the Humboldt County Department of Health and Human Services, hereinafter referred to as “DHHS,” and the Humboldt County Probation Department, hereinafter referred to as “HCPD,” collectively referred to herein as “COUNTY,” the Humboldt County Office of Education, hereinafter referred to as “HCOE,” and the Redwood Coast Regional Center, hereinafter referred to as “RCRC,” collectively referred to herein as “PARTNERS,” is made upon the following considerations:

WHEREAS, PARTNERS desire to create a coordinated process for ensuring that all public programs for children, youth, and families provide services in a comprehensive, culturally responsive, and evidence-based manner that is designed to enable all Humboldt County residents to be self-sufficient in keeping themselves, their children, and their families safe, healthy, and economically stable; and

WHEREAS, PARTNERS intend to enter into an agreement which sets forth each PARTNER’s rights and responsibilities regarding the provision of interagency services to children, youth, and families residing in Humboldt County as required by California Welfare and Institutions Code Section 16521.6.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, PARTNERS mutually agree as follows:

1. MUTUAL UNDERSTANDINGS AND ACKNOWLEDGEMENTS:

- A. Purpose and Intent. PARTNERS understand and acknowledge that this MOU seeks to ensure that each PARTNER’s programs and polices reflect a coordinated, integrated, and effective delivery of services for children, youth and families residing in Humboldt County. PARTNERS further acknowledge that consistent interdepartmental and interagency leadership and information sharing is essential to successful collaboration on behalf of children, youth, and families. PARTNERS hereby agree to provide oversight and accountability for certain state and federally funded programs and services, and to otherwise act as a coordinating council and planning body related to such programs and services. It is understood that this MOU shall be interpreted in light of the purpose and intent set forth herein.
- B. Shared Goals, Objectives, and Principles. PARTNERS hereby understand and acknowledge that the goal of this MOU is to address the systemic barriers to the provision of interagency services to children, youth, and families residing in Humboldt County. PARTNERS hereby agree to work collaboratively to incorporate the following goals, objectives, principles, values, and practice behaviors into their interactions with each other, children, youth, families, contractors, and other organizations and agencies:
 - 1. Promote and provide integrated, comprehensive, outcome-focused, family-centered, strength-based, and culturally proficient services through a single service plan which encourages families to use their own resources to resolve problems.
 - 2. Identify, develop, and maintain service systems consistent with public, private, community- based, school-linked, and family partnership, which can intervene early or prevent problems with at-risk children, youth, and families.

3. Provide services to children, youth, and families in the least restrictive, least stigmatizing, and community-based settings appropriate to meet their identified needs.
 4. Identify, develop, and monitor coordinated policies, procedures, resources, and implementation practices for the benefit of at-risk children, youth, and families residing in Humboldt County.
 5. Promote and maintain the provision of high-quality, cost-effective, and appropriate evidence-based services through utilization of a unified service record, shared service authorizations and re-authorizations, and outcome evaluations, as allowed by any and all applicable local, state, and federal laws, regulations, and standards.
 6. Provide on-going support and direction to each PARTNER and its staff regarding the provision of services and resources for at-risk children, youth, and families consistent with the purpose and intent of this MOU.
 7. Promote reinvestment of any fiscal savings into identified gaps in services or early intervention, prevention, and intensive case management programs in order to avoid, if possible, placement of children and youth into institutionalized settings.
 8. Assure that the voices, experiences, and wisdom of foster youth and their families and caregivers are incorporated into the collaborations and partnerships that manage or oversee the delivery of services affecting youth in foster care.
 9. Ensure the appropriate utilization of treatment, education, and rehabilitation services for children, youth, and families in conjunction with appropriate court sanctions while ensuring the safety of the community and school environment.
 10. Promote coordinated data collection, exchange, tracking, and filing, including, without limitation, electronic filing, which permits each PARTNER to measure their performance.
 11. Ensure that Tribes are incorporated into the collaborations and partnerships that oversee the delivery of services that impact system involved indigenous youth.
- C. Effect of Agreement. This MOU shall not have the effect of delegating legal authority with respect to any PARTNER's core functions or responsibilities. This MOU shall not be construed or interpreted to establish any policies or procedures that are intended to be averse to any relevant agency-wide policies, procedures, rules, or agreements. However, PARTNERS intend to fully support the structure and processes set forth in this MOU and to provide the framework that will guide their operations and the activities, decisions, and direction of each of their employees regarding children, youth, and family programming.

2. MUTUAL RIGHTS AND RESPONSIBILITIES:

- A. Interagency Leadership Team. PARTNERS shall establish and maintain an Interagency Leadership Team that is comprised of the DHHS – Child Welfare Services Director, the DHHS – Behavioral Health Director, the Chief Probation Officer, the HCOE Superintendent, the RCRC Director of Client Services or duly authorized designees thereof as set forth in Exhibit A – Interagency Processes, which is attached hereto and incorporated herein by reference as if set forth in full.

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- B. Interagency Leadership Team Executive Advisory Committee. PARTNERS shall establish and maintain an Interagency Leadership Team Executive Advisory Committee that is comprised of the DHHS – Child Welfare Services Deputy Director, the DHHS – Children’s Behavioral Health Deputy Director, the HCPD Juvenile Division Director, the HCOE Director of Special Education, The Presiding Judge of the Juvenile Division of the Humboldt County Superior Court (“HCSC”), the Program Director of the Humboldt – Del Norte Special Education Local Plan Area and representatives from RCRC, DHHS – Public Health, the Humboldt County Transition-Age Youth Collaboration and other partnering agencies, including, without limitation, Tribes and Tribal organizations, as determined by the Interagency Leadership Team, or duly authorized designees thereof, as set forth in Exhibit A – Interagency Processes. The role of HCSC on the Interagency Leadership Team Executive Advisory Committee shall be advisory in nature. HCSC shall participate in the Interagency Leadership Team Executive Advisory Committee for the purpose of determining the needs of, and services for, at-risk children and families. To help determine these needs and services, HCSC’s role on the Interagency Leadership Team Executive Advisory Committee shall encompass the development and maintenance of permanent policies and programs of interagency cooperation. HCSC shall participate to the extent that doing so does not conflict or interfere with the adjudication of pending juvenile or any other cases.
- C. Interagency Placement Committee. PARTNERS shall establish and maintain an Interagency Placement Committee that is comprised of PARTNER managers, or other qualified staff, as set forth in Exhibit A – Interagency Processes.
- D. Child and Family Teams. PARTNERS shall establish and maintain Child and Family Teams which utilize various teaming processes, including, without limitation, wraparound services, intensive care coordination, Multi-Disciplinary Teams, and meeting Student Study Teams, as set forth in Exhibit A – Interagency Processes.
- E. Screening, Assessment, and Entry to Care. In order to enhance unified service planning, reduce impacts on youth and caregivers, and facilitate care coordination through the Child and Family Team process, PARTNERS shall complete assessments and screenings within an appropriate time frame, collaborate to ensure all needs of the youth and family are met, contribute specialized expertise and experience in identifying needs and developing plans of care, and share assessment outcomes and processes, with any and all appropriate permission and releases, whenever possible. PARTNERS shall incorporate any and all appropriate assessment tools currently utilized thereby, including, without limitation, the Child and Adolescent Needs and Strengths Tool, the Positive Achievement Change Tool, and various other educational assessment tools, into Child and Family Team meetings and other program processes.
- F. School Stability and School-of-Origin Transportation Plan. In order to ensure compliance with federal law, including, without limitation, the applicable provisions of the United States Every Student Succeeds Act, PARTNERS agree to comply with the terms and conditions of the current Humboldt County Foster Youth Education Transportation Coordination Memorandum of Understanding, which is attached hereto as Exhibit B – Foster Youth Education Transportation Plan and incorporated herein by reference as if set forth in full.
- G. Implementation of Integrated Core Practice Model. PARTNERS shall incorporate the principles, values, and practice behaviors of the California Integrated Core Practice Model for children, youth, and families into their interactions with each other, youth, families, contractors, local Tribes, tribal organizations and other organizations and agencies. PARTNERS shall support proper use of the principles, values, and practice behaviors of the California Integrated Core Practice Model for children, youth, and families through the provision of ongoing training and utilization of the Humboldt Practice Model.

- H. Recruitment and Retention of Resource Families and Specialty Mental Health Service Delivery. PARTNERS shall, to the fullest extent allowed by any and all applicable local, state, and federal laws, regulations, policies, procedures, and standards, share any and all information and processes necessary to make collaborative, uniform, and consistent efforts to recruit, train, and support professional resource family caregivers in order to foster safe, permanent, and healthy out-of-home placement when needed. DHHS – Children’s Behavioral Health shall assure adequate capacity for the provision, and oversight, of specialty mental health services, including, without limitation, therapeutic foster care, is present to support youth and their caregivers.
- I. Information and Data Sharing. PARTNERS shall, to the fullest extent allowed by any and all applicable local, state, and federal laws, regulations, policies, procedures, and standards, share any and all necessary and relevant client-specific information needed to conduct treatment, coordinate the provision of necessary services, and assure the highest quality care is available to children, youth, families, and caregivers, including, without limitation, utilizing a single, uniform release of information form. PARTNERS hereby acknowledge that DHHS – Child Welfare Services is authorized, pursuant to Section 671(a)(8)(A) of Title 42 of the United States Code (“U.S.C.”), to disclose information to the Medicaid and/or Medi-Cal agency for purposes directly related to the administration of either program. Medi-Cal funded providers are also authorized to disclose information to DHHS – Child Welfare Services for purposes directly related to the administration of the Medi-Cal program. Pursuant to 42 U.S.C. Section 1396(a)(7) and Section 421.302 of Title 42 of the Code of Federal Regulations (“C.F.R.”), the term “directly related” includes determining the amount of medical assistance and providing services for recipients.
- J. Quality Management and Provider Oversight. PARTNERS shall identify the continuous quality improvement processes, including, without limitation, child and family services review, case review, local control accountability plans, triennial Mental Health Plan review, and other quality improvement processes utilized by the Juvenile Justice Commission, Humboldt County Transition Age Youth Collaboration, and Multi-Agency Juvenile Justice Coordinating Council, that will be coordinated, and the resources that will be shared, in order to enhance the advancement of shared goals and objectives and increase cost savings.
- K. Staff Recruitment, Training, and Coaching. In order to assure that social workers, probation officers, therapists, doctors, clinicians, and administrative personnel are fully prepared to deliver integrated services, PARTNERS shall coordinate the training and coaching of staff, and provide opportunities for input from youth and community stakeholders, regarding recruitment priorities, strategies, and workforce development. PARTNERS shall utilize available financial resources in the most flexible and adaptable manner possible to facilitate the cross-training and preparation of team members. PARTNERS shall ensure that any staff or personnel that works directly with children receive fingerprint clearance from the California Department of Justice prior to working with children. Any PARTNER or staff member of a PARTNER may bring any working deficiencies to the immediate attention of any PARTNER with hiring and firing authority, or to the Interagency Leadership Team.
- L. Financial Resources and Management. PARTNERS will inform the Interagency Leadership Team about available funding from public and private agencies and organizations, as appropriate. Funding sources may include, without limitation, state and federal revenues, one-time funding opportunities, revenue enhancements and grant opportunities for programs and services for children, youth, and families. Funding shall be applied for, planned, monitored, and distributed according to the shared goals of the Interagency Leadership Team. The Interagency Leadership Team may make recommendations regarding funding decisions, as appropriate, which shall be subject to approval by the governing body of each PARTNER.

- M. Dispute Resolution. PARTNERS shall attempt in good faith to resolve any dispute or disagreement relating to the duties and obligations set forth in this MOU by focusing on PARTNERS' shared vision, values, and practices and with acknowledgement that youth and families are generally unaware of, and have no particular interest in, which agency is more or less responsible for their care. Disputes should be resolved by consensus whenever possible. However, if a consensus is not reached, decisions may be made by a simple majority vote of the Interagency Leadership Team members. Performance of the duties and obligations set forth herein shall continue during any necessary dispute resolution proceeding.
- N. Strengthen Relationships with Tribes and Tribal Organizations. In recognizing that tribal children youth and young adults are overrepresented in the foster youth system, PARTNERS shall explore the development of working agreements with Tribes and continuously work to strengthen existing partnerships.
- O. Commitment to Equity and Inclusion. PARTNERS shall work to implement policy, practices and training to address, inform, and improve equity and inclusive practices across organizations. PARTNERS will work to gather and include input from communities who will be impacted.

3. TERM:

This MOU shall begin upon execution and shall remain in full force and effect until June 30, 2026, unless extended by a valid amendment hereto. This MOU may be terminated at any time without cause upon thirty (30) days written notice by the mutual agreement of all PARTNERS, or with cause pursuant to the dispute resolution process.

4. NOTICES:

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

DHHS: Humboldt County DHHS – Child Welfare Services
Attention: Amanda Winstead, Child Welfare Services Director
2440 Sixth Street
Eureka, California 95501

Humboldt County DHHS – Behavioral Health
Attention: Emi Botzler-Rodgers, Behavioral Health Director
720 Wood Street
Eureka, California 95501

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

HCOE: Humboldt County Office of Education
Attention: Michael Davies-Hughes, Superintendent
901 Myrtle Avenue
Eureka, California 95501

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RCRC: Redwood Coast Regional Center
Attention: Mary Block, Director of Client Services
525 Second Street, Suite 300
Eureka, California 95501

5. REPORTING REQUIREMENTS:

Each PARTNER hereby agrees to prepare and submit any and all reports that may be required by local, state, and/or federal agencies for compliance with this MOU. Any and all reports required hereunder shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state, and federal accessibility laws, regulations, and standards, and submitted in accordance with any and all applicable timeframes.

6. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. Each PARTNER hereby agrees to timely prepare accurate and complete records, documents, and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state, and federal laws, regulations, and standards, except that if any litigation, claim, negotiation, audit, or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom.

B. Inspection of Records. Each PARTNER hereby agrees to make any and all records, documents, and other evidence relating to its performance hereunder available during normal business hours to inspection, audit, and reproduction by any duly authorized local, state, and/or federal agencies for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all local, state, and federal laws, regulations, or standards. Each PARTNER agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state, and/or federal agencies. Any and all examinations and audits conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters related to the performance of the duties and obligations set forth herein, including, without limitation, the costs associated with the administration of this MOU.

C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the PARTNERS responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

7. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this MOU, each PARTNER may receive information that is confidential under local, state, or federal law. Each PARTNER hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions MOU in accordance with any and all applicable local, state, and federal laws, regulations, policies, procedures, and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; Chapter 7 – Juvenile Court Rules of the Humboldt County Superior Court Local Rules; California Welfare and Institutions Code Sections 827, 5328, 10850, 14100.2 and 18986.46; 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 Individuals with Disabilities Education Act (“IDEA”); the United

States Family Educational Rights and Privacy Act of 1974 (“FERPA”); 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, policies, procedures or standards promulgated thereunder, including, but not limited to, the Federal Educational Rights and Privacy Standards contained in 34 C.F.R. Part 99; the Federal Privacy Regulations contained in 45 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 Requirements. PARTNERS hereby acknowledge that local, state, and federal laws, regulations, policies, procedures, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this MOU may be required to ensure compliance with such developments. Each PARTNER agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of IDEA, FERPA, HIPAA, the HITECH Act, the CMIA and any other applicable local, state, and federal laws, regulations, policies, procedures, or standards.

8. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this MOU, PARTNERS shall not unlawfully discriminate in the administration of public assistance and social services programs. Each PARTNER hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to, discrimination under any program or activity receiving local, state, or federal financial assistance because of: race; religion, or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality, and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state, or federal laws, regulations, or standards, all as may be amended from time to time.
- B. Professional Services and Employment. In connection with the execution of this MOU, PARTNERS shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality, and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state, or federal laws, regulations, or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. Each PARTNER hereby assures that it 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 Education Code Sections 220, et seq.; 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, or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2 of the California Code of Regulations are incorporated into this MOU by reference as if set forth in full.

9. INDEMNIFICATION:

- A. Mutual Indemnity. Each PARTNER shall hold harmless, defend, and indemnify the other PARTNERS and their 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 PARTNERS or their agents, officers, officials, employees, or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that any PARTNER is held to be negligently or willfully responsible, each PARTNER shall bear its proportionate share of liability as determined in any such proceeding. In such cases, each PARTNER shall bear its own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve any PARTNER from liability under this provision. This provision shall apply to all claims for damages related to any PARTNER's performance hereunder, regardless of whether any insurance is applicable or not.

10. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting PARTNER's indemnification obligations hereunder, each PARTNER shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation insurance and professional liability insurance policies.
- B. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

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

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RCRC: Redwood Coast Regional Center
Attention: Mary Block, Director of Client Services
525 Second Street, Suite 300
Eureka, California 95501

11. RELATIONSHIP OF PARTIES:

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

12. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each PARTNER hereby agrees to comply with any and all local, state, and federal laws, regulations, policies, procedures, and standards applicable to its performance hereunder.
- B. Licensure Requirements. Each PARTNER hereby agrees to comply with any and all local, state, and federal licensure, certification, and accreditation requirements applicable to its performance hereunder.
- C. Accessibility Requirements. Each PARTNER hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. Each PARTNER hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures, and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Humboldt County Local System of Care. Each PARTNER hereby agrees to comply with any and all applicable provisions of the Humboldt County Local System of Care, which is attached hereto as Exhibit C – Local System of Care and incorporated herein by reference as if set forth in full.

13. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state, and federal restrictions, limitations or conditions that may affect the terms, conditions, 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 incorrectly stated, PARTNERS agree to amend the pertinent section to make such insertion or correction.

14. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, PARTNERS hereby agree to comply with the amended provision as of the effective date thereof.

15. PROTOCOLS:

PARTNERS hereby agree 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 each PARTNER in accordance with the terms and conditions of this MOU.

16. 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.

17. ASSIGNMENT:

PARTNERS shall not delegate their duties, or assign their rights hereunder, either in whole or in part, without the other PARTNERS' prior written consent. Any assignment in violation of this provision shall be void.

18. AGREEMENT SHALL BIND SUCCESSORS:

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

19. NO WAIVER OF DEFAULT:

The waiver by any PARTNER of any breach 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.

20. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No officials or employees of PARTNERS shall be personally liable for any default or liability under this MOU.

21. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the consent of each PARTNER. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by an authorized representative of each PARTNER.

22. STANDARD OF PRACTICE:

Each PARTNER hereby 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. Each PARTNER's duty is to exercise such care, skill, and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

23. GOVERNING LAW:

The terms and conditions of this MOU shall be construed in accordance with the laws of the State of California.

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24. ADVERTISING AND MEDIA RELEASE:

Each PARTNER shall obtain the written approval of the other PARTNERS before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers, and internet. Each PARTNER shall inform the other PARTNERS of any requests for interviews related to this MOU before such interviews take place; and the other PARTNERS shall be entitled to have a representative present at such interviews. All notices required by this provision shall be provided in accordance with the notice requirements set forth herein.

25. SURVIVAL OF PROVISIONS:

The duties and obligations set forth in Section 6 – Record Retention and Inspection, Section 7 – Confidential Information, and Section 9 – Indemnification shall survive the expiration of this MOU.

26. CONFLICTING TERMS OR CONDITIONS:

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

27. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally each PARTNER, and shall not be construed or interpreted more favorably for any PARTNERS on the basis that the other PARTNERS prepared it.

28. INDEPENDENT CONSTRUCTION:

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

29. FORCE MAJEURE:

No PARTNER shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such PARTNER. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, 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.

30. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by PARTNERS and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings, and negotiations of PARTNERS, 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.

31. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be

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

32. 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 PARTNER represents and warrants to the other PARTNERS that the execution and delivery of this MOU and the performance of such PARTNER's obligations hereunder have been duly authorized.

[Signatures on Following Page]

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

COUNTY OF HUMBOLDT:

Amanda Winstead
Child Welfare Services Director
*(Pursuant to the authority granted by the
Humboldt County Board of Supervisors on
[_____] , 2022 [Item __-__])*

DATE

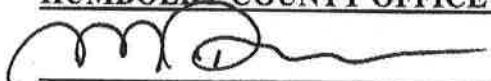
Emi Botzler-Rodgers
Behavioral Health Director
*(Pursuant to the authority granted by the
Humboldt County Board of Supervisors on
[_____] , 2022 [Item __-__])*

DATE

Shaun Brenneman
Chief Probation Officer
*(Pursuant to the authority granted by the
Humboldt County Board of Supervisors on
[_____] , 2022 [Item __-__])*

DATE

HUMBOLDT COUNTY OFFICE OF EDUCATION:

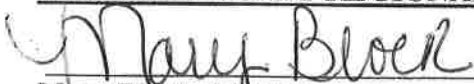


Michael Davies-Hughes,
Superintendent

8-23-22.

DATE

REDWOOD COAST REGIONAL CENTER:



Mary Block, Director of Client Services

8/25/2022

DATE

LIST OF EXHIBITS:

- Exhibit A – Interagency Processes
- Exhibit B – Foster Youth Education Transportation Plan
- Exhibit C – Local System of Care

EXHIBIT A
INTERAGENCY PROCESSES
Interagency Partnership Memorandum of Understanding
For Fiscal Years 2022-2023 through 2025-2026

1. INTERAGENCY LEADERSHIP TEAM:

- A. General Duties and Obligations. The Interagency Leadership Team (“ILT”) shall serve as the governing board of the collaborative formed pursuant to the terms and conditions of this MOU. The ILT shall consist of the DHHS – Child Welfare Services Director, the DHHS – Behavioral Health Director, the Chief Probation Officer, the HCOE Superintendent, the RCRC Director of Client Services or duly authorized designees thereof. The ILT shall develop and utilize a consensus-based decision-making process for all programs and services identified within the Humboldt County System of Care. In the event consensus cannot be reached, decisions may be made by a simple majority vote of the ILT members with voting rights. Each ILT member or designee is entitled to one (1) vote. Three (3) voting members must be in attendance to establish a quorum. Program changes or decisions that fall outside of the purview of the ILT will be shared and discussed as informational. The ILT shall appoint an Interagency Leadership Team Executive Advisory Committee (“ILTEAC”) for the purpose of assisting with the management and administration of the Humboldt County System of Care. The ILT shall meet, in conjunction with the ILTEAC, on a quarterly basis in order to assess program efficacy.
- B. Management, Administration and Service Delivery. The ILT shall direct the management and operation of the Humboldt County System of Care by doing all of the following:
1. Review and approve recommendations regarding the implementation of policies, procedures, programs, and services identified within the Humboldt County System of Care.
 2. Review and approve recommendations regarding the submission, preparation, and coordination of relevant grant applications and deliverables.
 3. Review and approve recommendations regarding the assignment of managers, supervisors, and other staff to the IPC, in order to ensure that the IPC members have the experience, depth, and wisdom to make decisions and recommendations in keeping with the shared purpose, intent, goals, objectives, and principles of this MOU.
 4. Ensure, in conjunction with the ILTEAC and PARTNERS, that all staff assigned to shared programming identified within the Humboldt County System of Care are provided with the technical assistance, training, support, and resources needed to assure compliance with categorical mandates.
 5. Ensure, in conjunction with the ILTEAC, that all programs and services identified within the Humboldt County System of Care conform to the shared purpose, intent, goals, objectives, and principles of this MOU.
 6. Determine, in conjunction with the ILTEAC, whether any updates or amendments to this MOU are required on an annual basis.

2. INTERAGENCY LEADERSHIP TEAM EXECUTIVE ADVISORY COMMITTEE:

- A. General Duties and Obligations. The ILTEAC shall act as the primary advisory body regarding the management and administration of the Humboldt County System of Care. The ILTEAC shall

develop and utilize a consensus-based decision-making process regarding the performance of the duties, obligations, and responsibilities set forth herein. In the event consensus cannot be reached, decisions may be made by a simple majority vote of the ILTEAC members. The ILTEAC shall appoint support staff to serve as liaisons to various shared projects to ensure full continuum of care and linkages back to services identified within the Humboldt County System of Care. The ILTEAC shall appoint a Committee Chair to oversee the administrative functions thereof. The ILTEAC Committee Chair position shall be rotated amongst the ILT member agencies, on an annual basis, in order to assure consistent interagency leadership practices. The ILTEAC shall meet on a monthly basis in order to assess program efficacy, analyze opportunities, and develop policies, procedures, and programs that are designed to advance the shared purpose, intent, goals, objectives, and principles of this MOU. Each ILTEAC member is entitled to one (1) vote. Five (5) voting members must be in attendance to establish a quorum. The ILTEAC may appoint Ad Hoc Advisory Committees, comprised of staff from PARTNERS and/or other involved agencies, to manage and implement tasks and programs as prescribed by the ILT.

B. Program Development, Coordination and Monitoring. The ILTEAC shall assist the ILT in directing the management and operation of the Humboldt County System of Care by doing all of the following:

1. Make recommendations regarding the implementation of policies, procedures, programs, and services identified within the Humboldt County System of Care.
2. Make recommendations regarding submission, preparation, and coordination of relevant grant applications and deliverables.
3. Make recommendations regarding the assignment of managers, supervisors, and other staff to the IPC.
4. Collaborate with tribal and community agencies, organizations, and providers to promote and ensure the utilization of coordinated, integrated, strength-based, and family-focused practices and strategies on a system-wide basis, including, without limitation, reviewing applicable program policies and procedures, making recommendations regarding program direction, and inviting such agencies, organizations, and providers to present annual reports on program issues, progress, and outcomes.
5. Collaborate with other related coordinating councils, advisory committees, and multidisciplinary teams regarding the processes utilized, and/or services provided, by PARTNERS.
6. Review existing PARTNER agreements, policies, and procedures, and develop additional agreements, policies, and procedures for ILT review and approval, as necessary.
7. Identify technical assistance, training, support, and other resources needed to adequately support PARTNER staff in complying with categorical mandates.
8. Monitor programs for general compliance with any and all applicable local, state, and federal laws, regulations, and requirements.
9. Provide PARTNER staff with guidance and technical assistance needed to ensure conformance with the shared purpose, intent, goals, objectives, and principles of this MOU.

3. INTERAGENCY PLACEMENT COMMITTEE:

- A. General Duties and Obligations. The IPC shall act as the primary advisory body regarding the provision of services to children and youth with interagency involvement requiring service coordination and/or out-of-county placement. The IPC shall be comprised of the Family Intervention Team, which will be responsible for attending Level 1 IPC meetings, and the Resource Allocation Team, which will be responsible for attending Level 2 IPC meetings, in order to provide recommendations regarding service coordination, transition planning, and problem solving, as appropriate. Designated members of the IPC shall attend ILT meetings and provide quarterly reports which include information regarding the need for new or redesigned service delivery, areas for improvement, and the status of implementation of the California Integrated Core Practice Model for children, youth, and families.
- B. Level 1 IPC Meetings. The Family Intervention Team shall attend Level 1 IPC meetings as required to accomplish all of the following:
1. Ensure case plan and treatment plan progress for children and youth who are currently in, or at risk of, out-of-home placement.
 2. Support provision of placement-related supports for children and youth who are currently in, or at risk of, out-of-home placement.
 3. Avert out-of-home placements by coordinating service delivery to stabilize children and youth in home, school, and community settings.
 4. Reach agreement, and provide recommendations, regarding placement type and level, treatment plans, including, without limitation, goals, outcomes, and/or changes in behavior, and estimated length of stay.
 5. Monitor client care, progress, and transition to appropriate level of care.
 6. Ensure provision of integrated case management and other services for children placed out of county.
 7. Support treatment and placement planning.
 8. Review cases for consideration of wraparound services to be provided by HCPD.
- C. Level 2 IPC Meetings. The Resource Allocation Committee shall attend Level 2 IPC meetings as required to accomplish all of the following:
1. Assist and support monitoring of client, program, and fiscal outcome measures.
 2. Identify systemic issues and potential solutions and make recommendations to PARTNER administration.
 3. Review emerging cases that require system coordination.
 4. Review specific high-risk/high-cost cases referred from the Family Intervention Team.
 5. Review the monthly Out-of-County Placement/Youth of Concern roster to identify when state mandated Short Term Residential Treatment Program Second Level Reviews are due.

6. Ensure staff are available to serve on, and/or meet with, the Family Intervention Team.
7. Review and approve DHHS and HCPD out-of-county placements in higher levels of care.

D. Case Specific Appeals. Any and all decisions and recommendations provided by the IPC will become the recommendations of the responsible department, division, or unit of the PARTNER, which referred the youth. Any involved staff member associated with the youth's care who disagrees with the action recommended by the IPC may raise an objection to the recommended action, or advocate for a different action, through the use of the appeal process set forth herein. Appeals of case specific IPC recommendations shall be made immediately following the IPC meeting or, if not possible, within two (2) business days thereof, in accordance with the following process:

1. The staff member wishing to appeal the IPC recommendations will notify their respective IPC representative. Staff will complete a brief memo which describes what the desired action was and the reasons for such action and will attach the IPC minutes thereto. The IPC representative will add additional remarks reflecting the factors that the IPC considered when making its recommendations.
2. The IPC representative will forward the appeal to the Chief Probation Officer, the DHHS – Child Welfare Services Director and the DHHS – Behavioral Health Director, or duly authorized designees thereof, within twenty-four (24) hours. This group will review and discuss the appeal and attempt to reach a resolution. If designated staff are unavailable, the appeal will be resolved at the Department Head level.
3. When a staff member wishes to appeal an IPC recommendation related to California Welfare and Institutions Code Section 241.1, the appeal shall be considered prior to the memo being filed with the court. Once the memo is filed with the court, no appeal may be made.
4. If an appeal is made and cannot be resolved between the senior staff as set forth herein, the ILT will review the appeal and invite stakeholders to present information, as necessary. The ILT, except for the judicial officers, will hear the appeal. The decision of the appeal panel will be made by majority vote. The decision of the appeal panel will be final. It is expected that all staff will accept and follow the decision of the appeal panel as their recommendation to the court.

4. CHILD AND FAMILY TEAMS:

A. General Duties and Obligations. The Child and Family Teams (“CFT”) established pursuant to the terms and conditions of this MOU shall be responsible for ensuring coordination of mental health and educational services for all children and youth receiving care. CFT meetings will typically be convened and documented by the agency with legal jurisdiction over a particular child or youth. Membership in the CFT will be in alignment with the regulations provided by the organizing agency.

B. Unified Service Planning. In order to maximize service planning and family engagement, CFTs shall adhere to established processes and systems that are designed to support, without limitation, all of the following:

1. Invite participation of an individual from the Local Educational Agency (“LEA”), such as a teacher, counselor, or coach, who is knowledgeable about the child and able to provide

feedback on significant relationships that the child may have formed and how changing schools would impact his or her academic, social, or emotional well-being.

2. Facilitate the prompt transfer of educational records for children and youth in foster care who enter or exit a school within or between LEAs.
3. Facilitate immediate enrollment for children and youth in foster care who enter a school within a LEA. Facilitate immediate requests for education records from the school of origin for children and youth in foster care who enter a school within a LEA.
4. Facilitate data sharing in accordance with the United States Family Educational Rights and Privacy Act of 1974, the United States Individuals with Disabilities Education Act and any other local, state, and federal confidentiality, privacy and data security laws, regulations, policies, procedures, and standards.
5. Coordinate necessary transportation for children and youth through the processes set forth in this MOU, including, without limitation, the development of any LEA policies or practices necessary to implement such processes.
6. Ensure that children and youth in foster care are promptly enrolled in a LEA's free lunch program.
7. Ensure that the school and LEA waive all school fees, including, without limitation, any and all general fees, fees for books, fees for lab work, fees for participation in school-related or extracurricular activities and fees for before-school or after-school programs, for children and youth in out-of-home placement.

**Humboldt County Foster Youth Education Transportation
Coordination Program Memorandum of Understanding**

This Memorandum of Understanding (MOU) is made and entered into by and between the **Humboldt County Office of Education (HCOE); Humboldt County School Districts (DISTRICT(S)) as individually listed starting on page 9; County of Humboldt, through its Probation Department (PROBATION) and Department of Health and Human Services Child Welfare Services (DHHS-CWS)**, relating to the requirement under the Every Student Succeeds Act (ESSA) and the provision of transportation for foster students to their SCHOOL OF ORIGIN. The MOU will be in effect for the period from July 1, 2019 through, June 30, 2020 and may be renewed and/or amended as detailed below.

1. Recitals.

- 1.1 Whereas, despite great strides having been made toward keeping foster youth in their home communities, it is still frequently necessary to meet the needs of foster children who have been placed far from their home, school, or tribe; and

- 1.2 Whereas, pupils in foster care represent one of the most vulnerable and academically at-risk pupil groups enrolled in California schools. The academic status of pupils in foster care is often profoundly impacted by the foster care system in which many pupils in foster care experience multiple placements with an average frequency of one placement change every six months. Due to this movement, pupils in foster care lose an average of four to six months of educational attainment with each move. Therefore, it is essential to recognize, identify, and plan for the critical and unique educational needs of pupils in foster care; and

- 1.4 Whereas, foster youth are an especially vulnerable pupil population, as they are often also members of other underserved pupil groups; and

- 1.5 Whereas, the HCOE, DISTRICTS, PROBATION, and DHHS-CWS, agree that educational continuity is critical to the long term well-being of foster youth in Humboldt County; and

- 1.6 Whereas, it is recognized that when it is determined by the Educational Rights Holder (ERH), Foster Youth, Minor's Attorney and the District Foster Youth Liaison, to be in the best interest of the foster youth student to be near his or her community and/or tribe, and SCHOOL OF ORIGIN, doing so is considered as "best practice"; and

- 1.7 Whereas, ESSA requires that HCOE, DISTRICTS, PROBATION, and DHHS-CWS collaborate to provide transportation to the SCHOOL OF ORIGIN for foster youth, when it is determined to be in the best interest of the student; and

- 1.8 Whereas, the Humboldt County Office of Education Foster Youth Services Coordinating Program (HCOEFYSCP) is authorized under A.B. 854 (2015)

“Educational services: pupils in foster care,” to utilize funding for transportation to the SCHOOL OF ORIGIN; and

1.9 Whereas, parties to this MOU have a vested interest in seeking and encouraging the establishment of foster homes near the schools to which Foster Youth can conveniently attend; and

1.10 Now, therefore, the parties hereto do mutually agree as follows:

2. The Parties to This Agreement.

2.1 Humboldt County Office of Education (“HCOE”) refers to HCOE as a legal entity, its governing board, officers, agents, employees, and volunteers.

2.2 Humboldt County School Districts (“DISTRICT(S)”), as individually listed starting on page 9, refers to school districts who are signatory to this MOU, and each school district individually as a legal entity, its governing board, officers, agents, employees, and volunteers.

2.3 County of Humboldt:

Humboldt County Probation Department (“PROBATION”) refers to the Humboldt County Probation Department and its officers, agents, employees, and volunteers.

Humboldt County Department of Health and Human Services Child Welfare Department (“DHHS-CWS”) refers to the Humboldt County Department of Health and Human Services Child Welfare Services and its officers, agents, employees, and volunteers.

3. Purpose of MOU.

3.1 The purpose of this MOU is to set forth the party’s responsibilities to collaborate to allow foster students to remain in their SCHOOL OF ORIGIN, if that is deemed in their best interest, by providing transportation to these foster students.

4. Definitions.

4.1 “Foster Youth” means any of the following:

(1) A child who is the subject of a petition filed pursuant to Section 300 of the Welfare and Institutions Code, whether or not the child has been removed from his or her home by the juvenile court pursuant to Section 319 or 361 of the Welfare and Institutions Code.

(2) A child who is the subject of a petition filed pursuant to Section 602 of the Welfare and Institutions Code, has been removed from his or her home by the juvenile court pursuant to Section 727 of the Welfare and Institutions Code, and is in foster

care as defined by subdivision (d) of Section 727.4 of the Welfare and Institutions Code.

(3) A non-minor under the transition jurisdiction of the juvenile court, as described in Section 450 of the Welfare and Institutions Code, who satisfies all of the following criteria:

- (A) He or she has attained 18 years of age while under an order of foster care placement by the juvenile court, and is not more than 19 years of age on or after January 1, 2012, not more than 20 years of age on or after January 1, 2013, and not more than 21 years of age, on or after January 1, 2014, and as described in Section 10103.5 of the Welfare and Institutions Code.
- (B) He or she is in foster care under the placement and care responsibility of the County welfare department, County probation department, Indian tribe, consortium of tribes, or tribal organization that entered into an agreement pursuant to Section 10553.1 of the Welfare and Institutions Code.
- (C) He or she is participating in a transitional independent living case plan pursuant to Section 475(8) of the federal Social Security Act (42 U.S.C. Sec. 675), as contained in the federal Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351), as described in Section 11403 of the Welfare and Institutions Code.

4.2 "SCHOOL OF ORIGIN" is (1) the school in which a child is enrolled at the time of placement in foster care or when permanently housed; (2) the school the youth most recently attended; or (3) any school the youth attended in the preceding 15 months with which they have a connection. Cal. Educ. Code § 48853.5(g).

4. Delegation of Responsibilities.

5.1. All transportation plans will be developed on a case-by-case basis.

5.2 HCOE's Responsibilities:

- a. HCOE shall serve as the liaison between the DISTRICTS, PROBATION, and DHHS-CWS, to mediate disputes, conflicts, or disagreements and to ensure the MOU is maintained year-after-year.
- b. HCOE shall track the following data as it is relevant to this MOU: Students' names, residences, contact phone numbers, mode of transportation, the incurring of additional costs.
- c. HCOE shall report to partners of this MOU on a regular basis.
- d. Designate a point of contact for other parties to this MOU.

- e. Facilitate dispute resolution as set forth herein.
- f. Responsible for duties under Section 5.3 for Foster Youth enrolled in HCOE programs.

5.3 DISTRICTS' responsibilities:

- a. DISTRICTS shall share 50% of any additional transportation costs, to be determined on a case-by-case basis, related to transporting foster youth to remain at their SCHOOL OF ORIGIN under ESSA guidelines.
- b. DISTRICTS shall inform HCOE when one of its students requires said transportation services and provide HCOE all relevant information allowing HCOE to uphold its responsibilities.
- c. DISTRICTS shall collaborate with HCOE, PROBATION, and DHHS-CWS, as needed to resolve any challenges as they arise to ensure maximum educational continuity to impacted students.
- d. Designate a point of contact for other parties to this MOU.

5.4 PROBATION's responsibilities as the placing agency:

- a. PROBATION shall make every effort to place the foster youth close to his or her SCHOOL OF ORIGIN.
- b. PROBATION shall share 50% of any additional transportation costs with District of Attendance within the County, to be determined on a case-by-case basis, related to transporting foster youth to remain at their SCHOOL OF ORIGIN under ESSA guidelines and as appropriate to this MOU. See section 7.2
- c. PROBATION shall inform HCOE when it becomes aware that a foster youth requires said transportation services and provide HCOE all relevant information allowing HCOE to uphold its responsibilities.
- d. PROBATION shall collaborate with HCOE, DISTRICTS, and DHHS-CWS, as needed to resolve any challenges as they arise to ensure maximum educational continuity to impacted students.
- e. Designate a point of contact for other parties to this MOU.

5.5 DHHS-CWS responsibilities as the placing agency:

- a. DHHS-CWS shall make every effort to place the foster youth close to his or her SCHOOL OF ORIGIN.
- b. DHHS-CWS shall share 50 % of any additional transportation costs with District of Attendance within the County on a case-by-case basis, related to transporting foster youth to remain at their SCHOOL OF ORIGIN under ESSA guidelines. See Sections 7.2
- c. DHHS-CWS shall inform HCOE when it becomes aware that a foster youth requires said transportation services and provide HCOE all relevant information allowing HCOE to uphold its responsibilities.
- d. DHHS-CWS shall collaborate with HCOE, DISTRICTS, and PROBATION as needed to resolve any challenges as they arise to ensure maximum educational continuity to impacted students.
- g. Designate a point of contact for other parties to this MOU.

6. Process.

- 6.1 All transportation plans will be developed on a case-by-case basis
- 6.2 When a Foster Youth's domicile changes (either a child enters a foster placement for the first time or changes placements once in care), PROBATION or DHHS-CWS will contact HCOE with information to include, the child's name, DOB, school of attendance, new addresses, and contact information of the care provider and education rights holder.
- 6.3 The social worker/probation officer, will facilitate contact with the Education Rights Holder, Foster Youth, Minor's Attorney, and District Foster Youth Liaison in order to determine if they believe it is in the child's best interest to remain in the SCHOOL OF ORIGIN. Unless there is a clear indication that the team does not believe it is in the child's best interest to remain in the SCHOOL OF ORIGIN, every effort will be made to keep the child in that school.
- 6.4 If there is not consensus among the four key parties to the student remaining in the SCHOOL OF ORIGIN, the educational liaison will inform the HCOE of the disagreement. They shall then submit to HCOE in writing the reason(s) for their disagreement. During this period, it is understood the student will remain in the SCHOOL OF ORIGIN, as provided by law, and receive transportation.
- 6.5 HCOE will assist in following the dispute resolution process as is necessary. During the effort to resolve the dispute, the student will remain in the SCHOOL OF ORIGIN pending a resolution. It will be the responsibility of the MOU parties to develop a transportation plan while the dispute is being processed. However, a parent or legal guardian retaining educational rights, a responsible adult appointed by the court to

represent the child pursuant to Section 361 or 726 of the Welfare and Institutions Code, a surrogate parent, or a foster parent exercising the authority granted under Section 56055 of the Education Code to retain ultimate decision making authority. The role of the educational liaison is advisory with respect to placement decisions and determination of the SCHOOL OF ORIGIN. Cal. Educ. Code § 48853.5.

- 6.6 Anyone employed by any agency listed in the first paragraph of this MOU, and tasked with being in the presence of a student shall first complete Mandated Reporter training, whether or not they are specifically required to under the laws of the State of California, before engaging with said student. All employees shall complete training within six weeks of the start of the school year.

7. Transportation Options.

- 7.1 All transportation options will be developed on a case-by-case basis
- 7.2 HCOE, DISTRICTS, Probation and DHHS-CWS will prioritize, no or low cost options, by exploring existing transportation options available for the student, including incorporating the student into existing means of transportation such as existing bus routes. If there are any additional costs to support a transportation plan then the District of Attendance (DOA) and the placing agency (Probation or DHHS-CWS) will share the cost 50% each.
- 7.3 A District is not required to provide transportation to a *former* foster child who has an individualized education program that does not require transportation as a related service and who changes residence but remains in his or her SCHOOL OF ORIGIN pursuant to this paragraph, unless the individualized education program team determines that transportation is a necessary related service. Cal. Educ. Code § 48853.5.

8. Billing Process.

If the HCOE, DISTRICTS, PROBATION and/or DHHS-CWS are unable to transport the student within its attendance boundaries without incurring additional costs, they will arrange and fund the student's transportation to and from his/her SCHOOL OF ORIGIN according to the terms of this MOU. For each case where additional costs are needed one of the MOU parties (HCOE, DISTRICT, PROBATION and/or DHHS/CWS) will be designated as the lead, and be responsible for tracking and invoicing the other MOU parties participating in the transportation plan.

9. HCOE will maintain records of all transportation service contracts provided to Foster Youth and will provide data on an annual basis to PROBATION, DHHS-CWS, Humboldt County DISTRICTS, and the Humboldt County Foster Youth Education Executive Advisory Council. The records shall include how many foster youths utilized the transportation service and the cost.

10. 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.

11. Insurance Requirements.

Each entity shall be responsible for maintaining the following coverage throughout the duration of the contract period. Any changes to this coverage, or cancellation thereof, shall require the entity to provide 30 day written notice to all parties to this MOU.

- 11.1 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 \$5,000,000 will be maintained for general and auto liability. Workers' compensation coverage will be maintained as required by the laws of the State of California. Any sublimit of coverage shall be approved by all parties before being approved as meeting this requirement.
- 11.2 Each party shall provide a certificate of insurance providing proof of coverage to the other parties prior to the first day of the contract period.
- 11.3 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

12. Termination.

This MOU may only be terminated through written notice of intent to withdraw from the MOU being provided to all other parties. Such notice may be given by any party with four (4) months advance notice prior to termination.

13. Changes.


The parties agree that amendments may only be made through mutual consent in writing of the parties hereto, and normally only prior to the renewal of said agreement which shall happen no later than April 30th of each year in the absence of amendments or withdrawals.

14. Nuclear Free Humboldt County Ordinance Compliance.


HCOE and DISTRICTS certify by their signatures below that they are not a Nuclear Weapons Contractor, in that HCOE and DISTRICTS are 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 and DISTRICTS agree to notify County of Humboldt immediately if they become a Nuclear Weapons Contractor as defined above. County of Humboldt may immediately terminate this MOU if they determine that the foregoing certification is false or if HCOE and DISTRICTS subsequently become a Nuclear Weapons Contractor.

15. Counterpart Execution.


This MOU, and any amendments thereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one (1) and the same MOU. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU, and any amendments hereto, for all purposes.



For Humboldt County Office of Education
Chris Hartley Ed. D, Superintendent of Schools

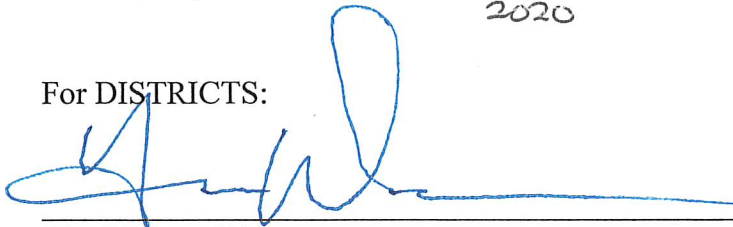


For Humboldt County Probation
Chief Probation Officer, Shaun Brenneman
*[Pursuant to the authority granted by the Humboldt County
Board of Supervisors on 3, 3 2019 (Item [C-15])]
2020*



For Humboldt County Department of Health and Human Services -
Child Welfare Services Ivy Breen, Deputy Branch Director
*[Pursuant to the authority granted by the Humboldt County
Board of Supervisors on 3, 3 2019 (Item [C-15])]
2020*

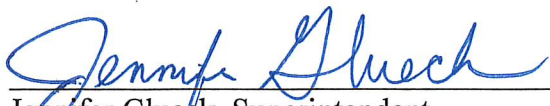
For DISTRICTS:



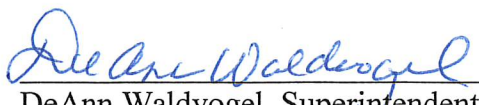
Tim Warner, Director
Alder Grove Charter School




Luke Biesecker, Superintendent
Arcata School District



Jennifer Glueck, Superintendent
Big Lagoon School District



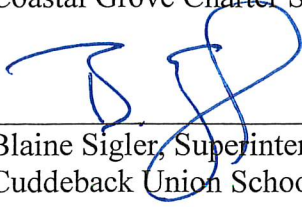
DeAnn Waldvogel, Superintendent/Principal
Blue Lake Union School District



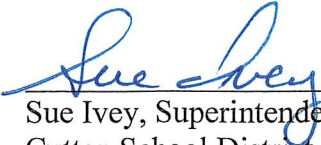
John Blakely, Superintendent/Principal
Bridgeville School District



Bettina Eipper, Director
Coastal Grove Charter School



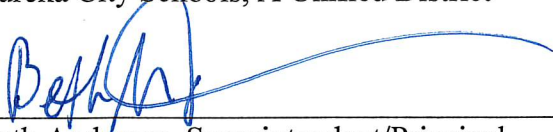
Blaine Sigler, Superintendent/Principal
Cuddeback Union School District



Sue Ivey, Superintendent
Cutten School District



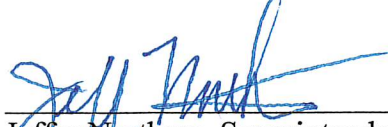
Fred Van Vleck Ed. D, Superintendent
Eureka City Schools, A Unified District



Beth Anderson, Superintendent/Principal
Ferndale Unified School District



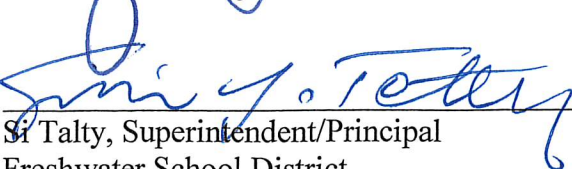
Justin Wallace, Superintendent/Principal
Fieldbrook School District



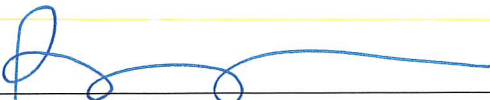
Jeffery Northern, Superintendent
Fortuna Elementary School District



Glen Senestraro, Superintendent
Fortuna Union High School District



Si Talty, Superintendent/Principal
Freshwater School District



Beth Wylie, Director
Fuente Nueva Charter School



Michael Quinlan, Superintendent/Principal
Garfield School District



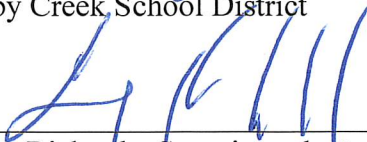
Scotty Appleford, Superintendent
Green Point School District



Kevin Trone, Superintendent
Hydesville School District



Melanie Nannizzi, Superintendent
Jacoby Creek School District




Kenny Richards, Superintendent
Klamath-Trinity Joint Unified School District



Greta Turney, Administrator
Kneeland School District



Brenda Sutter, Director
Laurel Tree Charter School



Autumn Chapman, Superintendent/Principal
Loleta Union School District



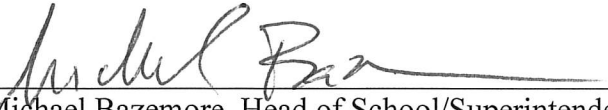
Wendy Orlandi, Superintendent/Principal
Maple Creek School District



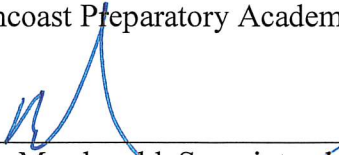
Karen Ashmore, Superintendent
Mattole Unified School District



Heidi Moore-Guyup, Superintendent
McKinleyville Union School District



Michael Bazemore, Head of School/Superintendent
Northcoast Preparatory Academy



Roger Macdonald, Superintendent
Northern Humboldt Union High School District



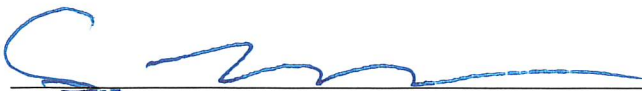
Shari Lovett, Director
Northern United – Humboldt Charter



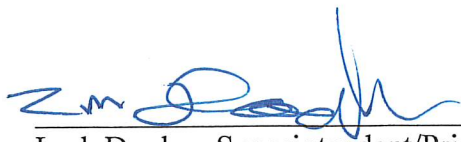
Amanda Platt, Superintendent
Orick School District



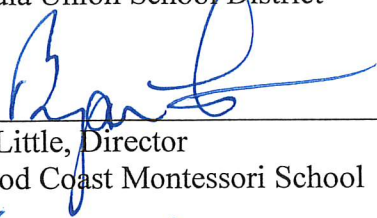
Rene McBride, Superintendent/Principal
Pacific Union School District



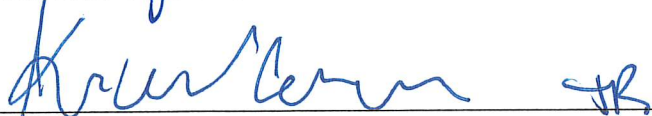
James Malloy, Director
Pacific View Charter 2.0



Lark Doolan, Superintendent/Principal
Peninsula Union School District



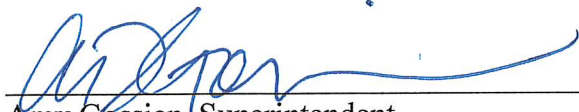
Bryan Little, Director
Redwood Coast Montessori School



Krista Croteau, Director
Redwood Preparatory Charter School



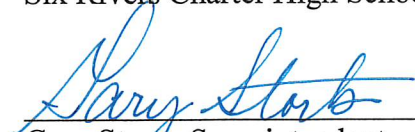
Angela Johnson, Superintendent
Rio Dell School District



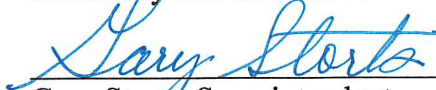
Amy Gossien, Superintendent
Scotia Union School District



Ron Perry, Director/Principal
Six Rivers Charter High School



Gary Storts, Superintendent
South Bay Charter School



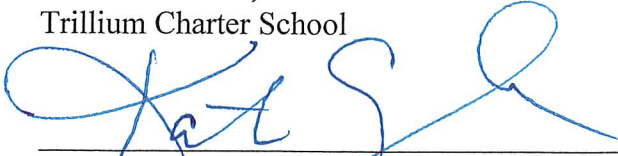
Gary Storts, Superintendent
South Bay Union School District



Don Boyd, Superintendent
Southern Humboldt Unified School District



Marianne Keller, Director
Trillium Charter School



Katie Cavanagh, Superintendent/Principal
Trinidad Union School District



Rea Erickson, Director
Union Street Charter

**FIRST AMENDMENT
HUMBOLDT COUNTY FOSTER YOUTH EDUCATION TRANSPORTATION
COORDINATION PROGRAM MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
HUMBOLDT COUNTY OFFICE OF EDUCATION
AND
HUMBOLDT COUNTY SCHOOL DISTRICTS
FOR FISCAL YEARS 2019-2020 THROUGH 2020-2023**

This First Amendment to the Humboldt County Foster Youth Education Transportation Coordination Program Memorandum of Understanding dated March 3, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," the Humboldt County Office of Education, a California governmental entity, hereinafter referred to as "HCOE," and Humboldt County School Districts, as individually listed starting on page 2 of this First Amendment, hereinafter referred to as "DISTRICTS," is entered into this 29th day of June, 2020.

WHEREAS, on March 3, 2020, COUNTY, HCOE and DISTRICTS entered into a Memorandum of Understanding regarding the provision of transportation for foster students to their school of origin; and

WHEREAS, the parties now desire to amend certain provisions of the Memorandum of Understanding in order to extend the term thereof through June 30, 2023 and allow for electronic execution of any and amendments thereto.

NOW THEREFORE, the parties mutually agree as follows:

1. The first paragraph of the Memorandum of Understanding is hereby amended to read as follows:

This Memorandum of Understanding (MOU) is made and entered into by and between the Humboldt County Office of Education, hereinafter referred to as "HCOE," Humboldt County School Districts, as individually listed starting on page 9 of this MOU, hereinafter referred to as "DISTRICTS," and the County of Humboldt, by and through its Probation Department (PROBATION) and Department of Health and Human Services – Child Welfare Services (DHHS-CWS), relating to the requirement under the Every Student Succeeds Act (ESSA) and the provision of transportation for foster students to their SCHOOL OF ORIGIN. This MOU will be in effect for the period from July 1, 2019 through June 30, 2023 and may be renewed and/or amended as detailed below.

2. Section 15 – Counterpart Execution of the Memorandum of Understanding is hereby amended to read as follows:

15. Counterpart Execution.

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

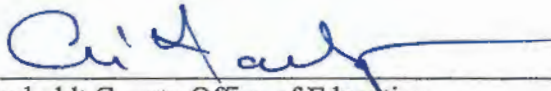
3. The Memorandum of Understanding is hereby amended to add the following provision regarding the term thereof:

16. Term.

This MOU shall begin on July 1, 2019 and shall remain in full force and effect until June 30, 2023, unless sooner terminated or extended as provided herein. The parties have the option of extending this MOU upon the same terms and conditions for two (2), one (1) year terms. Said option may be exercised by HCOE giving DISTRICTS, PROBATION and DHHS-CWS written notice of its intent to extend the Agreement at least thirty (30) days prior to the expiration of this MOU.


4. Except as modified herein, the Memorandum of Understanding dated March 3, 2020 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Memorandum of Understanding, the provisions of this First Amendment shall govern.

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



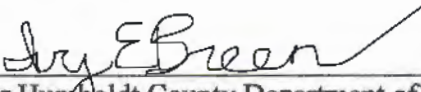
For Humboldt County Office of Education
Chris Hartley Ed. D, Superintendent of Schools

Date: 5/22/20



For Humboldt County Probation
Chief Probation Officer, Shaun Brenneman
(Pursuant to the authority granted by the Humboldt County
Board of Supervisors on June 28 2020 [Item C-28])

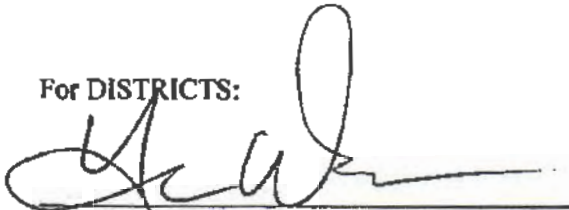
Date: 06292020



For Humboldt County Department of Health and Human Services -
Child Welfare Services Ivy Breen, Deputy Branch Director
(Pursuant to the authority granted by the Humboldt County
Board of Supervisors on June 28 2020 [Item C-28])

Date: 06/29/2020

For DISTRICTS:



Tim Warner, Director
Alder Grove Charter School

Date: 5/13/2020

Luke Biesecker

Date: 5/7/2020

Luke Biesecker, Superintendent
Arcata School District

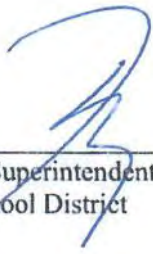
Jennifer Glueck

Date: 5/31/2020

Jennifer Glueck, Superintendent
Big Lagoon School District

DeAnn Waldvogel
DeAnn Waldvogel, Superintendent/Principal
Blue Lake Union School District

Date: 5/12/2020

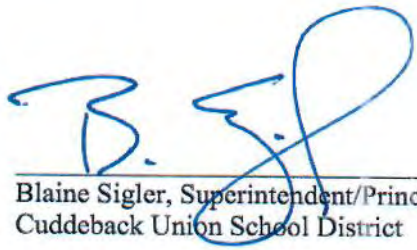


John Blakely, Superintendent/Principal
Bridgeville School District

Date: 5-14-20

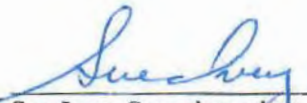
Bettina Eipper
Bettina Eipper, Director
Coastal Grove Charter School

Date: 5-7-2020



Blaine Sigler, Superintendent/Principal
Cuddeback Union School District

Date: 5/19/20


Sue Ivey, Superintendent
Cuttan School District

Date: 5/14/2020



Fred Van Vleck Ed. D, Superintendent
Eureka City Schools, A Unified District

Date: 05/20/20



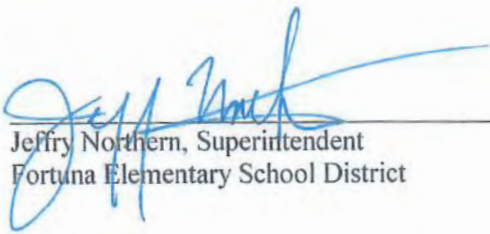
Beth Anderson, Superintendent/Principal
Ferndale Unified School District

Date

5/11/2020

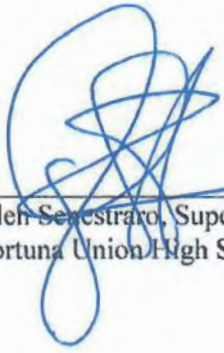

Justin Wallace, Superintendent/Principal
Fieldbrook School District

Date: 5/11/2020



Jeffrey Northern, Superintendent
Fortuna Elementary School District

Date: 5/7/20



Glen Seestraro, Superintendent
Fortuna Union High School District

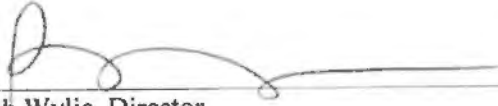
Date:

5/14/2020

Si Talty

Si Talty, Superintendent/Principal
Freshwater School District

Date: 5/7/20



Beth Wylie, Director
Fuente Nueva Charter School

Date: 5/20/20



DATE JUNE 2020

MICHAEL QUINCAN, SUPERINTENDENT/PRINCIPAL
LANFIERA SCHOOL DISTRICT



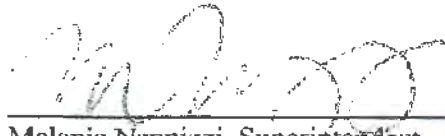
Scotty Appleford, Superintendent
Green Point School District

Date: 5/8/2020

Kevin Trone

Kevin Trone, Superintendent
Hydesville School District

Date: 5/27/2020



Melanie Nannizzi, Superintendent
Jacoby Creek School District

Date: 5/11/20



Kenny Richards, Superintendent
Klamath-Trinity Joint Unified School District

Date: May 27, 2020



Greta Turney, Administrator
Kneeland School District

Date: 05-15-2020



Brenda Sutter, Director
Laurel Tree Charter School

Date: 5/27/2020

A. Chapman

Autumn Chapman, Superintendent/Principal
Loleta Union School District

Date: 5/25/2020

W. Orlandi

Wendy Orlandi, Superintendent/Principal
Maple Creek School District

Date: 06/12/2020

Karen Ashmore

Karen Ashmore, Superintendent
Mattole Unified School District

Date: 5/19/2020



Heidi Moore-Guyup, Superintendent
McKinleyville Union School District

Date: JUN 01 2020

Michael Bazemore

Date: 6/26/20

Michael Bazemore, Head of School/Superintendent
Northcoast Preparatory Academy



Roger Macdonald, Superintendent
Northern Humboldt Union High School District

Date:

5-8-2020



Shari Lovett, Director
Northern United – Humboldt Charter

Date: 5/15/2020

A. de Platt

Amanda Platt, Superintendent
Orick School District

Date: 5/14/20

Rene McBride

Rene McBride, Superintendent/Principal
Pacific Union School District

Date: 5/26/20

Silas Radcliffe

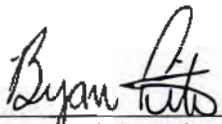
Silas Radcliffe M.Ed, Principal
Pacific View Charter 2.0

Date: 05/14/2020



Date: 5/28/2020

Lark Doolan, Superintendent/Principal
Peninsula Union School District



Bryan Little, Director
Redwood Coast Montessori School

Date: 5/7/2020

Krista Croteau

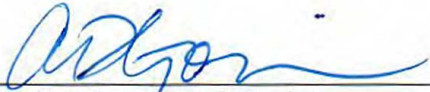
Krista Croteau, Director
Redwood Preparatory Charter School

Date: 5-27-20

Angela Johnson

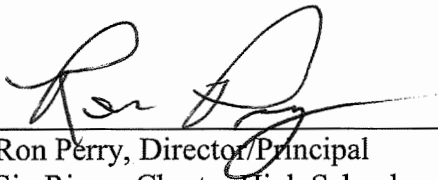
Angela Johnson, Superintendent
Rio Dell School District

Date: 5.27.2020



Amy Gossien, Superintendent
Scotia Union School District

Date: 5/11/2020



Ron Perry, Director/Principal
Six Rivers Charter High School

Date: 6/26/20

G. Storts

Gary Storts, Superintendent
South Bay Charter School

Date: 5-8-2020

G. Storts

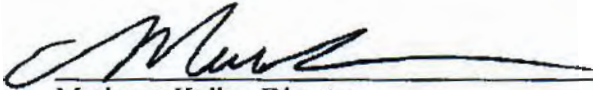
Gary Storts, Superintendent
South Bay Union School District

Date: 6.25.2020



Don Boyd, Superintendent
Southern Humboldt Unified School District

Date: 5/14/20



Marianne Keller, Director
Trillium Charter School

Date: 5/27/20



Katie Cavanagh, Superintendent/Principal
Trinidad Union School District

Date: 5/27/2020

Rea Erickson

Rea Erickson, Director
Union Street Charter

Date: 6/25/20

EXHIBIT C
LOCAL SYSTEM OF CARE
Interagency Partnership Memorandum of Understanding
For Fiscal Years 2022-2023 through 2025-2026

Child services are part of the local System of Care (“SOC”); therefore, PARTNERS 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, without limitation, 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 practices and/or interventions supported by practice-based evidence, in order 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 standardized outcome measurement tools.
4. Deliver services and supports within the least restrictive and 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. PARTNERS are 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 and/or family may be involved to assure integrated care management, including, without limitation, Tribes and Tribal organizations.
7. Practice 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 and emotional outcomes for young children and their families in their homes and community when PARTNERS are serving children zero (0) to five (5) years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth eighteen (18) to twenty-one (21) years of age 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, practice, and child and family levels.

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