

**MEMPRANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
HUMBOLDT COUNTY OFFICE OF EDUCATION  
FOR FISCAL YEARS 2019-2020 THROUGH 2020-2021**

This Memorandum of Understanding (“MOU”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Humboldt County Office of Education, a California government agency, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

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

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

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

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the educational support as described in Education Code section 42921 to pupils in foster care for services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – CWS Director, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This MOU shall begin on July 1, 2019 and shall remain in full force and effect until June 30, 2021, unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this MOU, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. Termination Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination.

- C. Termination due to Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event this MOU is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU shall be the actual federal share of allowable costs. In no event shall the maximum amount paid under this MOU exceed the actual federal share of allowable costs for fiscal years 2019-2020 and 2020-2021. CONTRACTOR agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this MOU as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this MOU are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU by the tenth (10<sup>th</sup>) day of each month. CONTRACTOR shall submit a final invoice for payment within thirty days following the expiration or termination date of this MOU. Invoices shall be in a format approved by Director and the Humboldt County Auditor-Controller, and shall include the date that each service was provided, the total number of service hours provided per day, the total cost per day and the total cost for the month. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Child Welfare Services  
 Attention: Placement Program Manager  
 2440 6<sup>th</sup> Street  
 Eureka, California 95501

6. NOTICES:

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

COUNTY: Humboldt County DHHS – Child Welfare Services  
Attention: Child Welfare Services Director  
2440 6<sup>th</sup> Street  
Eureka, California 95501

AND

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

CONTRACTOR: Humboldt County Office of Education  
Attention: Superintendent of Schools  
901 Myrtle Ave  
Eureka, California 95501

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this MOU, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this MOU, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours

to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, without limitation, the costs of administering this MOU.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this MOU, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, 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 local, state or federal laws or regulations. COUNTY reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.
  
- B. Professional Services and Employment. In connection with the execution of this MOU, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, 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 local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
  
- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2, of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may

immediately terminate this MOU if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

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

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

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors, shall take out and maintain, throughout the term of this MOU, and any extension thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.

- b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this MOU, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this MOU shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this MOU.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. 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

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



16. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits.

17. 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 is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

18. 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, the parties agree to comply with the amended provision as of the effective date thereof.

19. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this MOU.
- B. Licensure Requirements. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this MOU.
- C. Accessibility Requirements. CONTRACTOR 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. CONTRACTOR 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.

20. PROTOCOLS:

Both parties 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 both parties hereto.

21. WAIVER OF DEFAULT:

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

22. 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.

23. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

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

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

26. AMENDMENT:

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

27. STANDARD OF PRACTICE:

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

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this MOU prepared and/or submitted by CONTRACTOR shall become the property of COUNTY.

However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this MOU is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

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

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this MOU before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

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

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. FORCE MAJEURE:

Neither party hereto 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 party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

34. SURVIVAL OF PROVISIONS:

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

35. CONFLICTING TERMS OR CONDITIONS:

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

36. INTERPRETATION:

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

37. 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.

38. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms of this MOU are hereby ratified.

39. 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. 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.

40. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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

**HUMBOLDT COUNTY OFFICE OF EDUCATION:**

By: Chris Hartley  
Name: CHRIS HARTLEY  
Title: SUPERINTENDENT

Date: 7/16/19

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Rex Bohn  
Chair, Humboldt County Board of Supervisors

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

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Kaufman  
Risk Management

Date: 08/08/2019

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Attachment A – Itemized Invoice Worksheet
- Attachment B – Invoice Summary
- Attachment C – Guidelines for Invoice Summary

**EXHIBIT A**  
**SCOPE OF SERVICES**  
Humboldt County Office of Education  
For Fiscal Years 2019-2020 through 2020-2021

CONTRACTOR agrees to the following:

1. SERVICES:

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

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

2. SCHEDULE:

N/A

3. DELIVERABLES:

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

4. ACCEPTANCE CRITERIA:

N/A

5. REPORTING REQUIREMENTS:

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

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as

appropriate.

6. PLACE OF PERFORMANCE:

Humboldt County, California

7. COUNTY RESPONSIBILITIES:

CWS agrees to the following:

- A. Work in partnership with CONTRACTOR to achieve identified goals and outcomes;
- B. Facilitate the timely referral or notification of placement moves for eligible foster youth;
- C. Work in collaboration with CONTRACTOR to implement a jointly-developed process of the sharing/mutual exchange of information and data for all foster youth served pursuant to this MOU;
- D. Facilitate and participate in joint problem solving with CONTRACTOR to address foster youth needs while partnering to establish target youth populations and prioritizing needs based on funding;
- E. Work collaboratively with CONTRACTOR to enhance educational involvement in the Independent Living Plan process;
- F. Track Title IV-E eligible children and youth and provide a list to CONTRACTOR to ensure accurate Title IV-E claiming;
- G. Include CONTRACTOR in any training opportunities to meet requirements of COUNTY contractors to complete with applicable federal and state laws, local regulations or County policies; and
- H. Provide a venue to leverage California Department of Education Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs;
  - a. Provide access to the DHHS – Child Welfare Services office building at 2440 6<sup>th</sup> Street, Eureka.
    - i. Access to these buildings will be via electronic access card; cards will be assigned by Health and Human Services. Access shall be provided during business hours: Monday through Friday 8:00 a.m. – 5:00 p.m.;
    - ii. Access to these buildings may occur before/after business hours and on weekends, but CONTRACTOR staff must be accompanied by authorized COUNTY staff member to whom an alarm arming/de-arming code is assigned;
    - iii. COUNTY will not provide arming/de-arming codes to CONTRACTOR;
      - 1. Access to COUNTY office buildings includes access to client files and court case files for completion of CONTRACTOR duties;



- b. COUNTY will provide one workstation at DHHS-Child Welfare Services office to accommodate CONTRACTOR staff;
  - i. Workstation to include one computer, one monitor, one keyboard and one mouse
    - 1. The Statewide Automated Child Welfare Information Systems (“SACWIS”) computer shall provide access to the Child Welfare Services/Case Management System (“CWS/CMS”) application for data input. The SACWIS computer maintains high levels of protections, as required by the California Office of Systems Integration.
    - 2. The county-assigned computer shall provide access to certain programs and websites which may not be accessible from the SACWIS computer, but which are necessary for completion of CONTRACTOR duties;
  - ii. Workstation will include dedicated telephone, chair, drawers and general office supplies as needed by CONTRACTOR;
- c. CONTRACTOR may ride in county-owned fleet vehicles, but may not drive County vehicles;
- d. COUNTY staff may ride in CONTRACTOR owned fleet vehicles, but may not drive CONTRACTOR vehicles

PROBATION agrees to:

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

**EXHIBIT B**  
**SCHEDULE OF RATES**  
Humboldt County Office of Education  
For Fiscal Years 2019-2020 through 2020-2021

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

1. RATE OF COMPENSATION:

- A. CONTRACTOR is responsible for the required match amount of the total program cost for the target population, representing the non-federal share of the cost calculated at the federal discount rate. CONTRACTOR shall certify the expenditure of this share of cost, and that these funds were not used as a match to any other federal program. The match shall be documented on a quarterly invoice, and must be expended in order to claim Title IV-E reimbursement (attachment A & B).
- B. CONTRACTOR shall submit all invoices to COUNTY no later than 14 days after the end of the quarter or after termination of this MOU.
- C. CONTRACTOR shall be financially responsible for audit exceptions on disallowances by the State and Federal Government.
- D. It is understood that the funds claimed are Federal Title IV-E funds and it is further understood that CONTRACTOR agrees to accept full responsibility for receiving, appealing, replying to and complying with any audit exceptions by appropriate agencies occurring during or for the period in which the conditions specified in the MOU are in effect. CONTRACTOR agrees to initiate payment in the full amount of said audit exceptions.
- E. CONTRACTOR shall provide audit records in compliance with 2 CFR Part 200 Subparts E and F (previously OMB Circular A-122) and provide a copy of the organizational wide audit annually. Failure to do so may end in the denial of payment under this or subsequent MOU.

2. EXPENSES:

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

**ATTACHMENT A**  
**ITEMIZED INVOICE WORKSHEET**  
Humboldt County Office of Education  
Fiscal Years 2019-20 & 2020-21

**Children and Family Services Invoice Summary**

<b>Humboldt County Office of Education</b> <b>Roger Golec</b> <b>901 Myrtle Avenue</b> <b>Eureka, CA 95501</b> <b>(707) 445-7187</b>
--

**Invoice Date:** \_\_\_\_\_ **Contract Term:** \_\_\_\_\_  
**Invoice Type:** Quarterly **Invoice Period:** \_\_\_\_\_

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

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.

Signature and date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Send invoice to:

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



Program \_\_\_\_\_ Date \_\_\_\_\_

Fiscal \_\_\_\_\_ Date \_\_\_\_\_

Budget Unit/line: \_\_\_\_\_

**ATTACHMENT B  
INVOICE SUMMARY**  
Humboldt County Office of Education  
Fiscal Years 2019-20 through 2020-21

**Invoice Date:** \_\_\_\_\_  
**Invoice Type:** Quarterly

**Contract Term:** \_\_\_\_\_  
**Invoice Period:** \_\_\_\_\_

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

**ATTACHMENT C**  
**GUIDELINES FOR INVOICE SUMMARY**  
Humboldt County Office of Education  
Fiscal Years 2019-20 through 2020-21

**Guidelines for using the Invoice Summary and Itemized Costs Worksheet templates**

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

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

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