



COUNTY OF HUMBOLDT

AGENDA ITEM NO. **C21**

For the meeting of: June 5, 2018

Date: February 27, 2018

To: Board of Supervisors

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

Subject: Memorandum of Understanding with the Humboldt County Office of Education Regarding the Reimbursement of a Percentage of the Costs and Expenses Associated with the Provision of Educational Related Intensive Counseling Services

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve, and authorize the Chair of the Board to execute, the attached memorandum of understanding with the Humboldt County Office of Education regarding the reimbursement of a percentage of the costs and expenses associated with the provision of educational related intensive counseling services;
3. Direct the Clerk of the Board to return three (3) fully executed original copies of the attached memorandum of understanding to the Department of Health and Human Services – Contract Unit for further processing.

SOURCE OF FUNDING:

Social Services Assistance

DISCUSSION:

The Humboldt County Office of Education (“HCOE”) is required to provide educational related intensive counseling services to certain minors residing in Humboldt County. The provision of such services

Prepared by Katie Collender Staff Services Analyst - SSB CAO Approval *[Signature]*

REVIEW: Auditor *[Signature]* County Counsel *Sm* Personnel _____ Risk Manager *KKer* Other _____

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

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

Ayes *Bass, Fennell, Sundberg, Bohn, Wilson*

Nays _____

Abstain _____

Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

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

Dated: *6/5/18*

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

reinforces HCOE's mission of establishing and maintaining programs that contribute to the educational enrichment, health, safety and wellbeing of children living within Humboldt County.

HCOE, being the Administrative Unit for the Humboldt – Del Norte Special Education Local Plan Area, requested that the county reimburse a portion of the costs and expenses associated with the provision of educational related intensive counseling services to one (1) particular child.

The attached memorandum of understanding (“MOU”) with HCOE will allow the county to reimburse fifty percent (50%) of the costs and expenses associated with the provision of the educational related intensive counseling services in question. The attached MOU will begin July 1, 2016 and shall remain in full force and effect until June 30, 2018, unless sooner terminated. This MOU comes to the Board after the start date thereof due to delays that occurred during the negotiation process.

FINANCIAL IMPACT:

The expenditures associated with the memorandum of understanding with the Humboldt County Office of Education for a maximum of Sixty Five Thousand Nine Hundred Forty-Six Dollars and Eighty Cents (\$65,946.80) for the period of July 1, 2016 to June 30, 2018 will reside in fund 1110, budget unit 518 – Foster Care/Adoptions. There is sufficient appropriation in the fund and budget to accommodate this MOU therefore, a supplemental budget is not required. There will be no negative impact to the County General Fund.

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

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the attached MOU with HCOE regarding the reimbursement of a percentage of the costs and expenses associated with the provision of educational related intensive counseling services. This alternative is not recommended due to the need for such educational support services.

ATTACHMENTS:

1. Memorandum of Understanding with the Humboldt County Office of Education the reimbursement of a percentage of the costs and expenses associated with the provision of educational related intensive counseling services (3 originals)

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT COUNTY OFFICE OF EDUCATION
FOR FISCAL YEARS 2016-2017 THROUGH 2017-2018**

This Memorandum of Understanding ("MOU"), entered into this 5th day of June, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Humboldt County Office of Education, a governmental entity, hereinafter referred to as "HCOE," is made upon the following considerations:

WHEREAS, HCOE is required to provide Educational Related Intensive Counseling Services to certain minors residing in Humboldt County; and

WHEREAS, the provision of such services reinforces HCOE's mission of establishing and maintaining programs that contribute to the educational enrichment, health, safety and wellbeing of children living within Humboldt County; and

WHEREAS, HCOE, being the Administrative Unit for the Humboldt – Del Norte Special Education Local Plan Area ("HDN – SELPA"), has requested that COUNTY reimburse a portion of the costs and expenses associated with the provision of Educational Related Intensive Counseling Services to one (1) particular child; and

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Child Welfare Services ("DHHS – Child Welfare Services"), finds that the requested reimbursement is in the public interest; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the one-time reimbursement of a portion of the costs and expenses associated with the provision of certain Educational Related Intensive Counseling Services.

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

1. COUNTY OBLIGATIONS:

COUNTY will provide HCOE with an amount not to exceed Sixty-Five Thousand Nine Hundred Forty-Six Dollars and Eighty Cents (\$65,946.80) for the purpose of reimbursing fifty percent (50%) of the costs and expenses associated with providing Educational Related Intensive Counseling Services to a particular child living within Humboldt County.

2. HCOE OBLIGATIONS:

HCOE shall ensure that any and all appropriate Educational Related Intensive Counseling Services are provided to the child in question. HCOE further agrees to pay fifty percent (50%) of the costs and expenses associated with the provision of such services.

3. TERM:

This MOU shall begin on July 1, 2016 and shall remain in full force and effect until June 30, 2018, unless sooner terminated or extended as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, HCOE fails to adequately fulfil its obligations hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide HCOE seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event this MOU is terminated, HCOE shall be entitled to compensation for uncompensated costs and expenses incurred pursuant to the terms and conditions of this MOU 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 HCOE.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the costs and expenses incurred, pursuant to the terms and conditions of this MOU is Sixty-Five Thousand Nine Hundred and Forty-Six Dollars and Eighty Cents (\$65,946.80). HCOE hereby agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if local, state and/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 anticipated rates and costs applicable to this MOU are set forth in Exhibit A – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Costs and Expenses. Any additional costs and expenses not otherwise provided for herein, shall not be incurred by HCOE, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of HCOE. HCOE shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which HCOE estimates that the maximum payable amount will be reached.

6. PAYMENT:

HCOE shall submit to COUNTY monthly invoices, which itemize all costs and expenses incurred pursuant to the terms and conditions of this MOU. Invoices shall be in a format approved by, and shall include backup documentation as specified by, DHHS – Child Welfare Services and the Humboldt County Auditor-Controller. HCOE shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for the costs and expenses incurred pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by HCOE shall be sent to COUNTY at the following address:

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

7. 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 Sixth Street
Eureka, California 95501

HCOE: Humboldt – Del Norte Special Education Local Plan Area
Attention: Special Education Local Plan Area Director
2822 Harris Street
Eureka, California 95503

8. REPORTS:

HCOE agrees to provide COUNTY with any and all reports, which may be required by local, state and/or federal agencies for compliance with this MOU. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. HCOE agrees to timely prepare accurate and complete financial and performance records, documents and other evidence relating to the costs and expenses incurred 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 costs and expenses incurred 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 HCOE, and its subcontractors, related to the costs and expenses incurred 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. HCOE 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. HCOE 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, but not limited to, the costs of administering this MOU.

- C. Audit Costs. In the event of an audit exception or exceptions related to the costs and expenses incurred 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 HCOE's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

HCOE agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor HCOE's records, programs or procedures, at any time, as well as the overall operation of HCOE's programs, in order to ensure compliance with the terms and conditions of this MOU. HCOE will cooperate with a corrective action plan, if deficiencies in HCOE'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 HCOE's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 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 hereto 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 standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations, policies, procedures and/or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the administration of public assistance and social services programs. Each party 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.

- B. Professional Services and Employment. In connection with the execution of this MOU, neither party shall 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 employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. Each party further 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 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 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, HCOE certifies that it is not a Nuclear Weapons Contractor, in that HCOE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. HCOE shall notify COUNTY immediately if it becomes a Nuclear Weapons Contractor. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if HCOE becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE:

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

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;
 2. HCOE's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee responsible for performing HCOE's obligations hereunder will:
1. Receive a copy of HCOE's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of HCOE's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this MOU and/or termination thereof, and HCOE may be ineligible for award of future contracts, if COUNTY determines that the foregoing certification is false, or if HCOE fails to comply with the above-referenced requirements.

15. 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 either party's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

16. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations provided for herein, each party will maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies.
- B. 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 – Del Norte Special Education Local Plan Area
Attention: Special Education Local Plan Area Director
2822 Harris Street
Eureka, California 95503

17. RELATIONSHIP OF PARTIES:

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

18. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

Each party agrees to comply with all local, state and federal laws, regulations, policies, procedures and standards applicable to their performance hereunder. Each party further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

19. PROVISIONS REQUIRED BY LAW:

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

20. REFERENCE TO LAWS AND RULES:

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

21. SEVERABILITY:

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

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by either party 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 the parties to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

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

24. NO WAIVER OF DEFAULT:

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

25. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party 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 hereof upon the mutual consent of both parties. No modification, alteration or extension of this MOU, or any provision thereof, shall be valid unless made in writing and signed by an authorized representative of each party hereto.

27. STANDARD OF PRACTICE:

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

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this MOU prepared and/or submitted by HCOE shall become the property of COUNTY. However, HCOE may retain copies of such documents and information for its records. In the event this MOU is terminated, for any reason whatsoever, HCOE shall promptly turn over all such information, writings and documents 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:

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

31. SUBCONTRACTS:

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

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this MOU.

33. 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.

34. 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.

35. INDEPENDENT CONSTRUCTION:

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

36. FORCE MAJEURE:

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

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37. 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 and conditions of this MOU are hereby ratified.

38. AUTHORITY TO EXECUTE:

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

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

HUMBOLDT COUNTY OFFICE OF EDUCATION:

By: Chris Hartley
Chris Hartley
HCOE Superintendent

Date: 5-8-18

By: Mindy Fattig
Mindy Fattig
HDN – SELPA Director

Date: 5/8/18

COUNTY OF HUMBOLDT:

By: Ryan Sundberg
Ryan Sundberg
Chair, Board of Supervisors

Date: 6/5/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Raaygen
Risk Management

Date: 5/24/18

LIST OF EXHIBITS:

Exhibit A – Schedule of Rates

EXHIBIT A
SCHEDULE OF RATES
Humboldt County Office of Education
For Fiscal Years 2016-2017 and 2017-2018

COUNTY shall reimburse SELPA for fifty percent (50%) of the residential room & board and travel costs and expenses incurred pursuant to the terms and conditions of this Agreement based on the maximum reimbursement rates set forth herein.

1. TOTAL ANTICIPATED COSTS, EXPENSES AND MAXIMUM REIMBURSEMENT RATES:

Year	Costs and Expenses		Number of Days	Rate	Total Annual Costs
2016-2017	Residential	Residential Room & Board	59 Days	\$186.00	\$5,487.00
2016-2017	Travel	Secure Transportation for student			\$6,436.15
		Therapeutic Visits to & From RTC for student and family			\$0.00
2016-2017	Total Anticipated Costs and Expenses Reimbursable at 50% by COUNTY:				\$11,923.15
Year	Costs and Expenses		Number of Days	Rate	Total Annual Costs
2017-2018	Residential	Residential Room & Board	365 Days	\$195.00	\$35,587.50
2017-2018	Travel	Secure Transportation for student			\$6,436.15
		Therapeutic Visits to & From RTC for student and family			\$12,000.00
2017-2018	Total Anticipated Costs and Expenses Reimbursable at 50% by COUNTY:				\$54,023.65
2016-2018	Grand Total Anticipated Costs and Expenses Reimbursable by COUNTY:				\$65,946.80