

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CO-SPONSOR]
FOR FISCAL YEARS 20[]-20[] THROUGH 20[]-20[]**

This Memorandum of Understanding (“MOU”), entered into this ____ day of _____ 20[], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Co-Sponsor], a [Name of State] [type of organization], hereinafter referred to as “CO-SPONSOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services, desires to collaborate with CO-SPONSOR for the purpose of providing certain COUNTY employees with additional opportunities to obtain Continuing Education credit; and

WHEREAS, such collaboration is mutually beneficial to both parties as COUNTY will be able to provide Continuing Education opportunities to its employees without cost and CO-SPONSOR will have the benefit of offering courses and classes for Continuing Education credit; and

WHEREAS, COUNTY and CO-SPONSOR desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding co-sponsorship of continuing education courses.

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

1. DEFINITIONS:

- A. Continuing Education. As used herein, the term “Continuing Education” refers to a form of systematic learning, at least one (1) hour in length, including, without limitation, academic studies, extension studies, lectures, conferences, seminars, workshops, viewing of videotapes or film instruction, viewing or participating in other audiovisual activities, including interactive video instruction, and activities electronically transmitted from another location which has been verified and approved by COUNTY as the Continuing Education provider.
- B. Course Credit. As used herein, the term “Course Credit” refers to one (1) hour of Continuing Education credit offered pursuant to the terms and conditions of this MOU.

2. RIGHTS AND RESPONSIBILITIES OF CO-SPONSOR:

- A. Course Curriculum. CO-SPONSOR shall develop the curriculum for any and all Continuing Education courses that are offered pursuant to the terms and conditions of this MOU.
- B. Eligibility Review Requests. CO-SPONSOR shall submit a written eligibility review request to COUNTY at least ten (10) business days prior to the advertisement of any Continuing Education courses that will be offered pursuant to the terms and conditions of the MOU. Any and all eligibility review requests submitted pursuant to the terms and conditions of this MOU shall include, without limitation, all of the following materials:
 - 1. A detailed course description which includes a minimum of three (3) measurable learning objectives.

2. A detailed course agenda which identifies, and sets forth specific timeframes for, each topic that will be covered.
3. An objective comprehension test which includes a minimum of five (5) questions regarding the stated learning objectives.
4. Any and all course materials and content, including, without limitation, handouts, videos and visual presentations, that will be provided to attendees.
5. A Curriculum Vitae for each instructor that will be participating in the course.

C. Attendance and Evaluation. Upon completion of each Continuing Education course offered pursuant to the terms and conditions of this MOU, CO-SPONSOR shall provide COUNTY with a completed attendance sign-in sheet, a completed comprehension test for each course attendee and a completed course evaluation that is substantially similar to Exhibit A – Continuing Education Course Evaluation Form, which is attached hereto and incorporated herein as if set forth full, for each course attendee.

D. Advertisement. CO-SPONSOR shall provide COUNTY with any and all advertisements that will be used to promote the Continuing Education courses offered pursuant to the terms and conditions of this MOU. CO-SPONSOR shall not advertise, or otherwise promote the availability of, Course Credits until COUNTY has completed a Continuing Education eligibility review and communicated the results of said review to CO-SPONSOR.

E. Course Changes. CO-SPONSOR shall notify COUNTY of any and all changes regarding the instruction, curriculum, practices, course length or instructors of any Continuing Education courses offered pursuant to the terms and conditions of this MOU. If at any time an instructor’s license is restricted pursuant to disciplinary action in California, or any other state or territory, CO-SPONSOR shall notify COUNTY immediately upon notice of the decision.

3. RIGHTS AND RESPONSIBILITIES OF COUNTY:

A. Course Content. COUNTY shall ensure that the content of each Continuing Education course offered pursuant to the terms and conditions of this MOU is relevant to the practice of marriage and family therapy, clinical social work, professional clinical counseling and/or educational psychology, and meets the requirements set forth in California Business and Professions Code Sections 4980.54, 4989.34, 4996.22 and 4999.76.

B. Instructor Qualifications. COUNTY shall ensure that each instructor responsible for instructing attendees of the Continuing Education courses offered pursuant to the terms and conditions of this MOU satisfies at least two (2) of the following minimum qualification requirements, as determined by COUNTY’s Continuing Education Manager, or a designee thereof:

1. Possesses a current unrestricted license, registration or certificate in an area related to the subject matter of the course.
2. Possesses a Master’s Degree, or higher degree, in an area related to the subject matter of the course.
3. Has at least two (2) years of experience in an area related to the subject matter of the course.
4. Has received training in teaching, or is certified to teach, subject matter related to the subject matter of the course.

- C. Eligibility Determination. COUNTY shall, within ten (10) business days after the receipt of an eligibility review request, provide CO-SPONSOR with the results of the review, including, if applicable, the number of approved Course Credits and an approval statement from the California Association of Marriage and Family Therapists that will be included in any advertisement that promotes the Continuing Education course offered pursuant to the terms and conditions of this MOU.
- D. Awarding of Credits. COUNTY shall, within ten (10) business days after the receipt of the attendance and evaluation documents submitted pursuant to the terms and conditions of this MOU, award Course Credits to attendees who completed the Continuing Education course offered pursuant to the terms and conditions of this MOU.
- E. Maintenance of Records. COUNTY shall maintain the course syllabi, advertisements, instructor Curriculum Vitae, attendee sign-in sheets, which include, without limitation, the name and license number of each attendee, and any other records of course completion for any and all Continuing Education courses offered pursuant to the terms and conditions of this MOU for a period of at least four (4) years.
- F. Audit. COUNTY shall submit any and all documents related to an audit of a Continuing Education course offered pursuant to the terms and conditions of this MOU to the California Association of Marriage and Family Therapists' Continuing Education Provider Approval Program, or the Board of Behavioral Sciences, upon written request.

4. TERM:

This MOU shall begin upon execution by both parties and shall remain in full force and effect for a period of three (3) years, unless sooner terminated as provided herein.

5. TERMINATION:

- A. Termination for Cause. Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU, or violates any laws, regulations or standards applicable to its performance hereunder.
- B. Termination without Cause. Either party may terminate this MOU without cause upon sixty (60) days advance written notice which states the effective date of the termination.

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions 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 Department of Health and Human Services
 Attention: Amy Cone, Compliance and Quality Assurance Administrator
 507 F Street, Second Floor
 Eureka, California 95501

CO-SPONSOR: [Name of Co-Sponsor]
 Attention: [Name of Contact Person], [Job Title]
 [Street Address]
 [City], [State] [Zip Code]

7. REPORTING REQUIREMENTS:

Each party hereto agrees to prepare and submit any and all reports that may be required by any 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. 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. Each party 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 four (4) 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 party 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 four (4) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations or standards. Each party further 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 hereunder shall be strictly confined to those matters connected with the performance of this MOU, 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 party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

9. 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, 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 Requirements. Each party acknowledges 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 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.

10. NON-DISCRIMINATION COMPLIANCE:

- A. 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 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.
- B. 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 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 herein by reference as if set forth in full.

11. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, CO-SPONSOR certifies that it is not a Nuclear Weapons Contractor, in that CO-SPONSOR 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. CO-SPONSOR 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 CO-SPONSOR subsequently becomes a Nuclear Weapons Contractor.

12. 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 both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability. 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.

13. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation 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

CO-SPONSOR: [Name of Co-Sponsor]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

14. 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. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

15. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party 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 party 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 party 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.

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D. Conflict of Interest Requirements. Each party 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.

16. 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, the parties agree to amend the pertinent section to make such insertion or correction.

17. 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.

18. 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.

19. 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.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment 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.

21. 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.

22. NO 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.

23. AMENDMENT:

This MOU may be amended at any time 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 an authorized representative of each party hereto.

24. 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.

25. STANDARD OF PRACTICE:

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

26. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute 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.

27. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party 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 party shall inform the other party of any and all requests for interviews by media related to this MOU before such interviews take place; and the other party shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be provided in accordance with the notice requirements set forth herein.

28. SUBCONTRACTS:

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

29. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 8 – Record Retention and Inspection, Section 9 – Confidential Information and Section 12 – Indemnification shall survive the expiration or termination of this MOU.

30. 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.

31. 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.

32. 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.

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, 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.

34. 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.

35. 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.

36. 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 date first written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER. **[Remove if not applicable]**

[NAME OF CO-SPONSOR]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____ **[Remove if not applicable]**

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Connie Beck, DHHS Director
*(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors on
[] [], 20[] [Item -])*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

Exhibit A – Continuing Education Course Evaluation Form

EXHIBIT A
CONTINUING EDUCATION COURSE EVALUATION FORM

[Name of Co-Sponsor]

For Fiscal Years 20[]-20[] through 20[]-20[]

[Insert Continuing Education Course Evaluation Form]