

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT DEPARTMENT OF HEALTH AND HUMAN SERVICES
EMPLOYMENT TRAINING
AND
COUNTY OF HUMBOLDT COUNTY ADMINISTRATIVE OFFICE ECONOMIC
DEVELOPMENT DIVISION**

This Memorandum of Understanding (MOU) is entered into ____ day of _____, 2023, by and between the Humboldt County Department of Health and Human Services Employment Training, hereinafter referred to as DHHS ET, and the Humboldt County Administration Office Economic Development Division, hereinafter referred to as EDD, and collectively referred to as “the parties.”

RECITALS

WHEREAS, in Sept., 2021, California Legislature approved Assembly Bill (AB) 628, the Removing Barriers to Employment Act, intended to provide individuals with barriers to employment the services they need to enter, participate in, and complete broader workforce preparation, training, and education programs aligned with regional labor market needs;

WHEREAS, through the California Workforce Development Board (CWDB) as administered by the Foundation for California Community Colleges (FCCC), the County of Humboldt Workforce Development Board received funding for its Breaking Barriers Initiative program which aligns with regional plans to serve the formerly incarcerated and other justice-involved individuals in California;

WHEREAS, funding for the Breaking Barriers Initiative is intended to fund regional implementation, provide resources for direct services, case management, job readiness, and employer engagement, as well as setting aside resources for supportive services;

WHEREAS, the parties wish to coordinate referral of eligible justice-involved and formerly incarcerated clients into the Western Community Improvement Association’s program as part of the Breaking Barriers Workforce Development grant; and

WHEREAS, the parties now desire to set forth roles, responsibilities, and terms for DHHS ET and EDD related to the implementation of the Breaking Barriers Initiative.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **RIGHTS AND RESPONSIBILITIES OF EDD:**

- A. Fund and reimburse DHHS ET for expense incurred under this agreement not to exceed the amount allocated by FCCC and set forth annually in the signed funding allocation;
- B. Coordinate with DHHS ET to collect data and submit monthly reports regarding the Breaking Barriers initiative to FCCC as requested by State;
- C. Provide administrative program oversight and assist with data and performance reporting;

- D. Provide a point of contact knowledgeable on the FCCC Breaking Barriers initiative to act as a liaison and resource for DHHS ET;
- E. Collaborate with the DHHS ET to participate in any potential state requested evaluation;
- F. Provide DHHS ET any operating materials created by FCCC regarding the Breaking Barriers initiative;
- G. Communicate all pertinent state regulations and directives pertaining to the Breaking Barriers funding;
- H. Participate in monthly meetings to discuss Breaking Barriers progression and outcomes.

2. RIGHTS AND RESPONSIBILITIES OF DHSS ET:

- A. Submit quarterly invoices for reimbursement by EDD for expense incurred under this agreement not to exceed the amount allocated by FCCC;
- B. Vocational counseling;
- C. Provide case management, including intake and appropriate assessments for those who meet the qualifications to be enrolled in the Breaking Barriers program;
- D. Establish and development employment plans;
- E. Provide wraparound and career services that include:
 - 1. CalFresh/Medical referrals and;
 - 2. In-depth career assessments.
- F. Provide job readiness resources to Breaking Barriers participants;
- G. Initiate employer engagement for potential non-subsidized employment;
- H. Create referrals to services as needed;
- I. Participate in monthly meetings to discuss Breaking Barriers progression and outcomes and;
- J. Provide post-program assistance to participants as needed.

3. TERM

This MOU shall begin on the last date signed below and shall remain in full force and effect until April 30, 2024, unless sooner terminated as provided herein.

4. TERMINATION

Insufficient Funding. EDD's obligations under this MOU are contingent upon the availability of local, state, and/or federal funds. In the event such funding is terminated or reduced, EDD shall, at its sole discretion, determine whether this MOU shall be terminated. EDD shall provide DHHS ET seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

5. COMPENSATION

Maximum Amount Payable. The maximum amount payable by EDD for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is fifty-eight thousand five hundred seventy-eight dollars and sixty-four cents (\$58,578.64). DHHS ET 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 deleted, the maximum amount payable by EDD for services provided hereunder may be reduced accordingly.

6. PAYMENT

DHHS ET shall submit to EDD an itemized invoice, using the invoice form attached hereto as Attachment A and incorporated as part of this MOU, each quarter for the prior quarter's services. The invoice must be submitted by the 15th of the month following the end of a reporting quarter, for each quarter in which services are performed. Should the 15th of the month fall on Saturday the invoice shall be due on the 14th. DHHS ET shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or terminated date of this MOU. Payment for services rendered and costs and expenses incurred will be made via journal transfer within thirty (30) days after the receipt of approved invoices. All invoices submitted by DHHS ET shall be sent to EDD at the following address:

EDD: Humboldt County Workforce Development Board
Attention: Peggy Murphy, Economic Development Coordinator
825 Fifth St. Room #112
Eureka, CA 95501
Email: workforce@co.humboldt.ca.us

7. NOTICES

Any and all notices required to be given pursuant to the Terms of this MOU shall be in writing and either serviced personally or via email 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.

DHHS ET: Humboldt County DHHS – Employment Training
Attention: Ryan Bishop
929 Koster St.
Eureka, CA 95501

EDD: Humboldt County Workforce Development Board
Attention: Peggy Murphy, Economic Development Coordinator
825 Fifth St. Room #112

8. REPORTING REQUIREMENTS

DHHS ET agrees to collect and provide EDD with data necessary to administer the program and related to outcomes of participants. The CWDB issues a directive providing specific information on the required data collection and reporting procedures for this grant funding, which EDD will transmit to DHHS ET. Such required data shall include program outcomes for individuals served under the grant funding, and demonstrate relevant measure taken to help participants transition into the broader workforce and education system. All relevant data must be entered into CalJOBS and the Cal-E-Grants grant tracking module. The data DHHS ET will be required to provide includes, but is not limited to, the following:

- A. Ability of DHHS ET to provide the services proposed in the grant to the number of individuals specified in the grant as evidenced by, among other things, whether the grantee completed the work proposed.
- B. Ability of individuals served to successfully complete relevant programming funding under the grant demonstrated by relevant measures directly related to the purpose of the program.
- C. Ability of individuals to transition into or be integrated into the broader workforce and education system as evidenced by enrollment in relevant programs.
- D. Ability of individuals to succeed in both the broader workforce and education system and labor market once they transition into the broader system.

9. RECORD RETENTION AND INSPECTION

- A. Maintenance and Preservation of Records. DHHS ET agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence related to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained at least until complete and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of DHHS ET, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. DHHS ET hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by DHHS ET and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including but not limited to, the costs of administering this MOU.

Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, 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.

10. DATA SHARING AND CONFIDENTIALITY

- A. Disclosure of Confidential Information. In the performance of this MOU, DHHS ET may receive information that is confidential under local, state or federal law. DHHS ET 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: the Humboldt County Workforce Development Board's Policy on Personally Identifiable Information policy; the Department of Labor Training and Guidance Letter No. 39-11 (Guidance on the Handling and Protection of Personally Identifiable Information (PII)); 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"); the United States Family Education Rights and Privacy Act (FERPA); and any current and future implementing regulations promulgated thereunder, including but the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standard contained in 45 C.F.R. Parts 160,162, and 164 and the Federal Standard 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 federal and state confidentiality laws are rapidly evolving, and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the FERPA and any other applicable local, state and federal laws or regulations.
- C. Data Sharing. Data sharing for the purposes of the Breaking Barriers initiative will be collected and reported in a timely manner to person's entities specified in the MOU. This MOU shall include a description of the data to be reported; a description of the scope of work for data collectors and evaluators, and a description of the data sharing process including statutory data security, privacy and confidentiality requirement, termination of agreements. Parties in this MOU must demonstrate that specific steps to ensure the data is kept secure and confidential are implemented. In addition, the Parties in this MOU shall destroy all confidential data no returned when the use authorized ends in accordance with approved methods of confidential destruction (via shredding, bring, certified or witnessed destruction, or degaussing of magnetic media).

11. NON-DISCRIMINATION COMPLIANCE :

- A. Professional Services and Employment. In connection with the execution of this Agreement, DHHS ET, 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.
- B. Compliance with Anti-Discrimination Laws. DHHS ET 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 Agreement by reference and made a part hereof as if set forth in full.

12. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party 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 Agreement.
- B. Licensure Requirements. Each party agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. Each party agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated

thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

D. Conflict of Interest Requirements. Each party 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.

13. PROVISIONS REQUIRED BY LAW:

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

14. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

15. 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.

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

17. 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.

18. 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.

19. SUBCONTRACTS:

DHSS ET shall obtain prior written approval from EDD 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. DHSS ET 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 EDD or not.

20. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 9 – Record Retention and Inspection and Section 10 – Data Sharing and Confidentiality shall survive the expiration or termination of this MOU.

21. 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.

22. 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.

23. 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.

24. 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.

25. ENTIRE AGREEMENT

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

26. COUNTERPART EXECUTION:

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

27. 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 tother 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.

COUNTY OF HUMBOLDT

DEPARTMENT OF HEALTH AND HUMAN SERVICES EMPLOYMENT TRAINING:

By: _____

Connie Beck

Director, DHHS ET, or designee

Date: _____

COUNTY OF HUMBOLDT

COUNTY ADMINISTRATIVE OFFICE ECONOMIC DEVELOPMENT DIVISION:

By: _____

Scott Adair

Director, EDD, or designee

Date: _____

INSURANCE REQUIREMENTS APPROVED:

By: _____

Risk Management

Date: _____

LIST OF EXHIBITS

Exhibit A – Invoice Form