

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
LMT & ASSOCIATES, INC.**

This Memorandum of Understanding ("MOU"), is entered into, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and LMT & Associates, Inc., a California psychological corporation, hereinafter referred to as "CONTRACTOR," and is made on the last date signed below for the following considerations:

WHEREAS, on April 20, 2021, COUNTY and CONTRACTOR (the "Parties") entered into a Professional Services Agreement (Agreement") by and between COUNTY and CONTRACTOR for Fiscal Year 2021 through 2022 to provide consultation, and technical assistance services; and

WHEREAS, services provided by CONTRACTOR were designed to assist COUNTY fulfill its responsibilities related to the provision of behavioral health and child welfare services in accordance with and all local, state, and federal laws, regulations and standards; and

WHEREAS, during the period of May 1, 2022 through June 30, 2022, COUNTY requested service hours from the CONTRACTOR, that resulted in charges beyond the maximum amount payable, pursuant to the terms and conditions of the Agreement; and

WHEREAS, the services provided by CONTRACTOR during the period of May 1, 2022 through June 30, 2022 have benefitted the public through projects that are consistent with the goals and objectives of COUNTY's Social Services programs; and

WHEREAS, the purpose of this MOU is to document CONTRACTOR's provision of services pursuant to the terms and conditions of the Agreement during the period of May 1, 2022 through June 30, 2022 and to provide for payment of such services over the maximum amount of the Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained in the Agreement and this MOU, the Parties agree as follows:

1. PROVISION OF SERVICES CONSULTATION AND TECHNICAL ASSISTANCE SERVICES:

During the period of May 1, 2022 through June 30, 2022 CONTRACTOR provided services in accordance with the terms and conditions of the Agreement dated April 20, 2021.

2. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY to CONTRACTOR under this MOU for any and all services previously provided, pursuant to the terms and conditions of the Agreement during the period of May 1, 2022 through June 30, 2022 was Fifteen Thousand Dollars (\$15,000.00).

B. Schedule of Rates. The specific rates and costs applicable to the additional services compensated under this MOU and provided pursuant to the terms and conditions of the Agreement during the period of May 1, 2022 through June 30, 2022 are set forth in Exhibit A – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.

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3. PAYMENT:

- A. To the extent additional documentation may be required, CONTRACTOR shall submit to COUNTY invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of the Memorandum of Understanding during the period of May 1, 2022 through June 30, 2022. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of the Professional Services Agreement during the period of May 1, 2022 through June 30, 2022 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 – Social Services
Attention: Financial Services
507 F Street
Eureka, California 95501

- B. Disputed Costs. To the extent additional documentation is submitted, COUNTY shall have the right to reasonably and in good faith dispute any portion of any amount billed by CONTRACTOR. If COUNTY believes that CONTRACTOR has billed COUNTY incorrectly, COUNTY must contact CONTRACTOR's customer support department no later than thirty (30) days after the date on the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Such notification shall include written documentation which identifies and substantiates the disputed amount. Notwithstanding the foregoing, COUNTY shall submit to CONTRACTOR, prior to the invoice due date, full payment of the undisputed portion of any fees billed by CONTRACTOR.

4. INCORPORATION OF PROVISIONS:

Sections 3 and 6 through 40 and Exhibit A – Scope of Services, of the Agreement are hereby incorporated into this MOU by reference as if fully set forth herein. CONTRACTOR agrees to comply with such provisions to the extent they impose continuing duties and obligations CONTRACTOR has not already performed.

5. 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.

6. 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]

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

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

LMT & ASSOCIATES, INC.:

By: [Signature]

Date: 8/11/22

Name: Lynn Thull

Title: President/CEO

By: [Signature]

Date: 8/16/22

Name: Lynn Thull

Title: Secretary

COUNTY OF HUMBOLDT:

By: [Signature]

Date: 9/22/2022

Virginia Bass, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Phillips, Amanda
Risk Management

Date: 08/14/2022

LIST OF EXHIBITS:

Exhibit A – Schedule of Rates

EXHIBIT A
SCHEDULE OF RATES
LMT & ASSOCIATES, INC.
FISCAL YEAR 2021-2022

COUNTY shall compensate CONTRACTOR for the services provided, and costs and expenses incurred, pursuant to the terms and conditions of the Professional Services Agreement during the period of May 1, 2022 through June 30, 2022 at the following maximum rates of compensation:

A. Consultation and Technical Assistance	
May 2022 Duties Description: Logic Model, Theory of Change, research, supervision with leadership, meetings, and YAB assistance.	\$6,000.00
June 2022 Duties Description: Theory of Change, Policy review, meetings, presentation, research, list development, process draft and wrap-up.	\$9,000.00
Grand Total:	15,000.00