

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

This Memorandum of Understanding (MOU) is entered into this 1st day of January, 2020, by and between the Humboldt County Department of Health and Human Services (DHHS), Employment Training Division, hereinafter referred to as ETD, and the Humboldt County Administration Office (CAO) - Economic Development Division, hereinafter referred to as EDD, and collectively referred to as "the parties."

RECITALS

WHEREAS, in July 2018, the California Legislature approved SB 856 (Budget & Fiscal Review, Chapter 30, Statutes of 2018), which included \$37 million in state general funds to resource the Prison to Employment Initiative proposed by Governor Jerry Brown in his 2018 budget proposal;

WHEREAS, through the California Workforce Development Board (CWDB), Humboldt County received funding for its Prison to Employment Initiative for the implementation of regional plans to serve the formerly incarcerated and other justice involved individuals in California;

WHEREAS, funding for the Prison to Employment Initiative is intended to support regional planning efforts, fund regional plan implementation, and provide resources for direct services, and provide case management, job readiness, and employer engagement, as well as setting aside specific resources for both supportive services and "earn and learn" activities;

WHEREAS, the parties wish to coordinate referral of eligible justice involved and formerly incarcerated clients into the Humboldt County 2nd Chance Program as part of the Prison to Employment Implementation Workforce Development grant; and

WHEREAS, the parties now desire to set forth roles, responsibilities, and terms for ETD and EDD related to implementing the Prison to Employment Initiative.

AGREEMENT

Based upon the above Recitals, which are incorporated as though set forth in their entirety below, the parties agree as follows:

1. **SCOPE OF SERVICES:**

ETD agrees to furnish the services described in Section 10 of this MOU, RESPONSIBILITY OF PARTIES. In providing such services, ETD agrees to fully cooperate with the EDD Director or designee thereof, hereinafter referred to as DIRECTOR.

2. TERM:

This MOU shall begin January 1, 2020 and shall remain in full force and effect until March 31, 2022; unless sooner terminated as provided herein.

3. TERMINATION:

A. 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 ETD seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

4. COMPENSATION:

A. 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 will be based on the amount appropriated by EDD from the CWDB. The attached Funding Allocation, see Exhibit A, establishes the budget to perform services pursuant to this MOU. ETD shall be reimbursed at the rates set forth in the Funding Allocation up to the amount set forth therein. Any services performed outside of the scope of this MOU and the Funding Allocation will be done at ETD's own risk. ETD will notify EDD at least six weeks prior to reaching the limits set forth in the Funding Allocation each year. 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.

5. PAYMENT:

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

EDD: Humboldt County Workforce Development Board
Attention: Cara Owings, Executive Director
520 E Street

Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or 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.

ETD: Humboldt County DHHS – Employment Training Division
Attention: Connie Lorenzo, Director
929 Koster St
Eureka, CA 95501

EDD: Humboldt County Workforce Development Board
Attention: Cara Owings, Executive Director
520 E Street
Eureka, Ca 95501

7. REPORTING REQUIREMENTS:

ETD 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 ETD. Such required data shall include program outcomes for individuals served under the grant funding, and demonstrate relevant measures taken to help participants transition into the broader workforce and education system. All relevant data must be entered into CalJOBS. The data ETD will be required to provide includes, but is not limited to, the following:

- A. Ability of ETD 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 funded under the grant as 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.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. ETD agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating 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 completion 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 ETD, 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. ETD hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by EDD and any duly authorized local, state and/or federal agencies. ETD further agrees to allow interviews of any of its employees who might reasonably have information related to such records by EDD 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.

9. DATA SHARING AND CONFIDENTIALITY:

- A. Disclosure of Confidential Information. In the performance of this MOU, ETD may receive information that is confidential under local, state or federal law. ETD 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 Educational Rights and Privacy Act (FERPA); and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that 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 Prison to Employment 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 requirements, 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 not returned when the use authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media).

10. RESPONSIBILITY OF PARTIES:

- A. EDD Responsibilities. In the performance of this MOU, EDD agrees it will do the following:
- i. Fund and reimburse ETD for expenses incurred under this agreement not to exceed the amount allocated by the CWDB and set forth annually in the signed funding allocation;
 - ii. Make resources available to eligible County of Humboldt Prison to Employment participants;
 - iii. Coordinate with ETD to collect data and submit monthly reports regarding the Prison to Employment initiative to the CWDB as requested by the state;
 - iv. Provide administrative program oversight and assist with data and performance reporting;
 - v. Provide a point of contact knowledgeable on the CWDB Prison to Employment to act as liaison and resource for ETD;
 - vi. Collaborate with ETD to participate in any potential state requested evaluation;
 - vii. Provide ETD any operating materials created by CWDB with regard to the Prison to Employment initiative;
 - viii. Communicate all pertinent state regulations and directives pertaining to the Prison to Employment funding;
 - ix. Participate in monthly meetings to discuss Prison to Employment progression and outcomes.
- B. ETD Responsibilities. In the performance of this MOU, ETD agrees it will do the following:
- i. Submit quarterly invoices for reimbursement by EDD for expenses incurred under this agreement not to exceed the amount allocated by the CWDB;
 - ii. Enroll clients within the CalJOBS system;
 - iii. Provide case management, including intake and appropriate assessments for those who meet qualifications to be enrolled in the Prison to Employment program;
 - iv. Provide job readiness resources to Prison to Employment participants;
 - v. Initiate employer engagement for potential job site development;
 - vi. Monitor work experience (WEX) and On-The-Job Training (OJT);

- vii. Create referrals to services as needed;
- viii. Provide post-program assistance to participants as needed.

11. 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.

12. COUNTERPARTS:

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 amendments hereto, for all purposes.

13. 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.

(Signatory page to follow)

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

COUNTY OF HUMBOLDT
DEPARTMENT OF HEALTH AND HUMAN SERVICES,
EMPLOYMENT TRAINING DIVISION

By: Kelly Hampton

Date: 12/5/19

Name: Kelly Hampton

Title: Deputy Director, DHHS, Social Services Branch

COUNTY OF HUMBOLDT
COUNTY ADMINISTRATIVE OFFICE

By: Amy Nilsen

Date: 12/9/19

Name: Amy Nilsen

Title: County Administrative Officer

LIST OF EXHIBITS:

Exhibit A – Acknowledgement of Funding Allocation
Exhibit B- Invoice form

**Prison to Employment - Implementation Funds
Annual Allocation
Department of Health and Human Services
Employment Training Department**

Funding Start Date: 1/1/20


Funding End Date: 03/31/22

The Prison to Employment grant funds must be spent by March 31, 2022.

Grant Agreement Numbers: M0113464

Funding Allocation: \$133,369 Date Available: 1/1/2020

Agreed by County Administrative Office, Economic Development Division



Amy Nilsen
County Administrative Officer

Date: 12/9/19

Agreed by DHHS - ETD



Kelly Hampton
Deputy Director, DHHS Social Services Branch

Date: 12/5/19

**Prison to Employment - Implementation Funds
Annual Allocation
Department of Health and Human Services
Employment Training Department**

Funding Start Date: 1/1/20

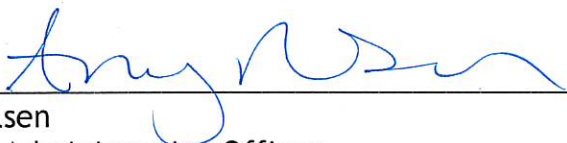
Funding End Date: 3/31/22

The Prison to Employment grant funds must be spent by March 31, 2022.

Grant Agreement Numbers: M0113550

Funding Allocation: \$303,175 Date Available: 1/1/2020

Agreed by County Administrative Office,



Amy Nilsen
County Administrative Officer

Date: 12/9/19

Agreed by DHHS - ETD



Kelly Hampton
Deputy Director, DHHS Social Services Branch

Date: 12/5/19

[CONTRACTOR'S NAME]

[Street Address]

[City, ST ZIP Code]

[Phone]

[Fax]

[Email]

[Date]

INVOICE NO

[000000]

SEND INVOICE TO:



County of Humboldt
Economic Development
520 E St., Eureka, CA 95501
707-445-7745

CONTRACTED SERVICES DESCRIPTION

Enter brief description of services provided

PAYMENT TERMS

Enter any payment terms (i.e., Net 30)

ITEM DESCRIPTION

PRICE

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -

INVOICE TOTAL \$ -

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

Signature

Name & Title (please print)

Date