**MEMORANDUM OF UNDERSTANDING**
**BETWEEN**
**YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT**
**AND**
**YUBA COUNTY OFFICE OF EDUCATION**

This Memorandum of Understanding (hereafter "MOU") is made and entered into by and between the Yuba County Health and Human Services Department ("YCHHSD") and Yuba County Office of Education ("YCOE") for the purpose of providing a California Children's Services (CCS) paneled Physical Therapist to perform services in the CCS Medical Therapy Unit (MTU).

## RECITALS

WHEREAS,

a. YCHHSD is a Department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and

b. YCOE is directly authorized by and overseen by the Yuba County Superintendent of Schools Office; and

c. Special Education Local Plan Area (SELPA) is a designated educational region responsible for providing special educational services to children within a defined geographical area; and

d. Yuba County's SELPA consists of 12 Local Education Agencies (LEAs), including school districts, the YCOE and charter schools; and

e. YCOE is designated as the 'responsible local agency' for Yuba County's SELPA overseeing its fiscal and administrative responsibilities; and

f. YCHHSD administers the California Children's Services (CCS) program of which a component is the Medical Therapy Program (MTP) that provides medically necessary physical therapy, occupational therapy and Medical Therapy Conference (MTC) services for children who have qualifying physically disabling conditions; and

g. CCS MTP is administered as a partnership between YCHHSD and the California Department of Health Care Services (DHCS), in collaboration with LEA's in a Medical Therapy Unit (MTU), located in a designated school; and

h. The designated school for MTU in Yuba County is Virginia School in Wheatland, California.

THEREFORE, YCHHSD and YCOE hereto mutually agree as follows:

**1. TERM.**

Commencement Date: November 1, 2025

Termination Date: June 30, 2027

The term of this MOU shall become effective on November 1, 2025, and shall continue in force and effect for a period twenty (20) months unless sooner terminated in accordance with the terms of this MOU.

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of the MOU may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal agreement for YCHHSD and YCOE approval.

YCOE understands and agrees that there is no representation, implication, or understanding that the services provided by YCOE pursuant to this MOU will be purchased by YCHHSD under a new agreement following expiration or termination of this MOU, and YCOE waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from YCOE.

**2. PAYMENT.**

YCHHSD shall pay YCOE for services rendered pursuant to this MOU at the time, place and in the manner set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to YCOE for services rendered pursuant to this MOU. YCOE shall submit invoices to YCHHSD in the manner specified in Attachment "B".

**3. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF YCHHSD.**

YCHHSD shall, at its sole cost and expense, furnish facilities equipment and other materials, which may be required for furnishing services pursuant to this MOU, unless an exception to this requirement is provided in Attachment "A", Provision A-5.

## 4. ADDITIONAL PROVISIONS.

Those additional provisions unique to this MOU are set forth in Attachment "C".

## 5. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this MOU. Any inconsistency between said general provisions and any other terms or conditions of this MOU shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

## 6. CONFIDENTIALITY PROVISIONS.

At no time shall YCOE's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit of divulge, disclose, or communicate in any manner, any information that is confidential to YCHHSD. YCOE must maintain compliance with confidentiality regulations as set forth in Attachment "F".

## 7. DESIGNATED REPRESENTATIVES.

The Director of Yuba County Health and Human Services Department is the representative of the YCHHSD and will administer this MOU for the YCHHSD. The Assistant Superintendent of Special Education for YCOE is the authorized representative for YCOE. Changes in designated representatives shall occur only by advanced written notice to the other party.

## 8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Scope of Services and Duties
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Attachment F – Confidentiality Provisions and Statements
Attachment G – Invoice Template

## 9. TERMINATION.

YCHHSD and YCOE shall each have the right to terminate this MOU upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, this MOU has been executed as follows:

"YCHHSD"

10-28-2025

Gary Bradford, Chair Date
Yuba County Board of Supervisors

"YCOE"

10.10.25

Kristen Nottle-Powell Date
Assistant Superintendent of Special Education

RECOMMENDED FOR APPROVAL:

Jennifer Vasquez, Director
Yuba County Health and Human
Services Department

INSURANCE PROVISIONS APPROVED:

Tiffany Manual
Human Resources Director & Risk Manager

APPROVED AS TO FORM:

FOR

Janet E. Bender
County Counsel

## ATTACHMENT A
## SERVICES

**SCOPE OF SERVICES AND DUTIES.**

**A.1 YCOE RESPONSIBILITIES AND DUTIES.**

The services to be provided by YCOE and the scope of YCOE's duties include the following:

**A.1.1** Provide a paneled CCS physical therapist to perform services in the CCS MTU, for both the Yuba County CCS Medical Therapy Conference (CCS) and other physical therapy services for Yuba County CCS clients as ordered by the CCS Medical Director.

**A.1.2** Coordinate the delivery of both medically necessary physical therapy (PT) services in accordance with Title 2 of the California Code of Regulations (2 CCR §60310 et seq.) and Title 34 of the Code of Federal Regulations (34 CFR §300.154).

**A.1.3** Maintain required facilities, equipment, and supports necessary for service delivery of CCS MTP physical therapy

**A.1.4 REPORTING REQUIREMENTS.** YCOE shall submit to YCHHSD the following deliverables no later than the 10th day of the month following the reporting period.

- Number of Yuba County CCS Clients who received physical therapy services supported by this funding.

**A.2 YCHHSD RESPONSIBILITIES AND DUTIES.**

The services to be provided by YCHHSD and the scope of YCHHSD's duties include the following:

**A.2.1** Monitor deliverables to ensure accountability and compliance with state and federal regulations.

**A.2.2** Participate in joint planning and oversight activities with YCOE to support coordinated service delivery.

**A.3 TIME SERVICES RENDERED.** The services will be provided on such dates and

at such times as specified by the YCOE. Specific date(s) to be mutually agreed upon by the YCHHSD and YCOE.

**A.4 MANNER SERVICES ARE TO BE PERFORMED.** As an independent contractor, YCOE shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. YCHHSD shall not control the manner of performance.

**A.5 FACILITIES FURNISHED BY YCHHSD.** YCOE shall, at his/her sole cost and expense, furnish all facilities and other materials which may be required for furnishing services pursuant to this MOU.

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## ATTACHMENT B
## PAYMENT

YCHHSD shall pay YCOE as follows:

**B.1** **BASE CONTRACT FEE.** YCHHSD shall pay YCOE a fee not to exceed Ninety Thousand Dollars ($90,000.00) for the term of the MOU. In no event shall total compensation paid to YCOE under this Provision B.1 exceed Ninety Thousand Dollars ($90,000.00) without a formal written amendment to this MOU approved by YCHHSD.

**B.1.1** YCOE shall submit monthly invoices for payment not to exceed in the amount of Four Thousand Five Hundred Dollars ($4,500.00) in a format specified in Attachment G – Invoice no later than the tenth (10th) day of the month following provision of services. YCHHSD shall remit payment for complete and accurate invoices within thirty (30) days of receipt of said invoices.

**B.2** **TRAVEL COSTS.** YCHHSD shall not pay YCOE for meals, lodging or other travel costs not included in this MOU unless said costs are approved in advance by the YCHHSD representative and then YCHHSD shall pay YCOE per diem rates in effect on the date of invoice upon presentation of invoices.

**B.3** **AUTHORIZATION REQUIRED.** Services performed by YCOE and not authorized in this MOU shall not be paid for by YCHHSD. Payment for additional services shall be made to YCOE by YCHHSD if, and only if, this MOU is amended by formal written agreement signed by both parties in advance of performing additional services.

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## ATTACHMENT C
## ADDITIONAL PROVISIONS

**C.1 FUNDING.** YCOE and YCHHSD agree that this MOU may, at the sole discretion of the YCHHSD, be determined null, void and not enforceable if all or part of the federal or state funds secured by YCHHSD for the purposes of this MOU are not made available to YCHHSD.

**C.2 FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** YCOE agrees to administer this MOU in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. YCOE shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. YCOE shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.4 RECORDS.** YCOE agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the YCHHSD's Auditor and/or to any duly authorized fiscal agent of the YCHHSD, any books, documents, papers, and records of YCOE which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excepts and transcriptions.

**C.5 ACCEPTANCE.** All work performed and completed under the Agreement is subject to the acceptance of the YCHHSD or its authorized representatives. Payment shall be made after inspection and approval by YCHHSD. Failure by YCOE to take corrective action within 24 hours after personal or telephonic notice by the YCHHSD's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the YCHHSD taking whatever corrective action it deems necessary. All costs resulting from such action by the YCHHSD will be claimed against YCOE.

**C.6 CONFIDENTIALITY.** YCOE must maintain compliance with confidentiality regulations. At no time shall YCOE's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the YCHHSD. YCOE and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

**C.7 INTELLECTUAL PROPERTY.** YCHHSD shall have and retain all right, title, and interest in Intellectual Property in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

**C.8 DEBARMENT.** YCHHSD has verified that YCOE does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, YCHHSD reserves the right to suspend or terminate this contract without penalty.

**C.9 OSHA AND CALOSHA COMPLIANCE.** All work performed shall be in compliance with appropriate CalOSHA and OSHA standards, as well as all Federal, State, County, and local ordinances and regulations.

**C.10 HAZARDOUS MATERIALS.** YCOE shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. YCOE shall provide Material Safety Data Sheets (MSDS) for all products that may contain hazardous materials to the YCHHSD.

**C.11 HEALTH AND SAFETY STANDARDS.** YCOE agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

**C.12 CHILD ABUSE/ADULT ABUSE.** YCOE warrants that YCOE is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. YCOE agrees that YCOE and YCOE's employees will execute appropriate certifications relating to reporting requirements.

**C.13 DRUG FREE WORKPLACE.** YCOE warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. YCOE agrees that YCOE will execute appropriate certifications relating to Drug Free Workplace.

**C.14 INSPECTION.** YCOE's performance, place of business, and records pertaining to this MOU are subject to monitoring, inspection, review, and audit by authorized

representatives of YCHHSD, the State of California, and the United States government.

**C.15 CIVIL RIGHTS.** YCOE warrants that it is aware and understands that the California Department of Social Services, in accordance with Division 21 of the Manual of Policies and Procedures, requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this MOU. YCOE is hereby informed that additional Civil Rights information and resources are available to YCOE on the California Department of Social Services, Civil Rights Bureau, website: http://www.cdss.ca.gov/inforesources/Civil-Rights and YCOE agrees to advise subcontractors of this website source of Civil Rights information.

## ATTACHMENT D
## GENERAL PROVISIONS

**D.1 INDEPENDENT CONTRACTOR STATUS.** At all times during the term of this MOU, the following apply:

**D.1.1** All acts of YCOE shall be performed as an independent contractor and not as an agent, officer, or employee of YCHHSD. It is understood by both YCOE and YCHHSD that this MOU is by and between two (2) independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**D.1.2** YCOE shall have no claim against YCHHSD for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

**D.1.3** YCOE is solely obligated to pay all applicable taxes, deductions, and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medicare payments.

**D.1.4** As an independent contractor, YCOE is not subject to the direction and control of YCHHSD except as to the final result contracted for under this MOU. YCHHSD may not require YCOE to change its manner of doing business but may require it to redirect its efforts to accomplish what it has agreed to do.

**D.1.5** YCOE may provide services to others during the same period service is provided to YCHHSD under this MOU.

**D.1.6** If in the performance of this MOU any third persons are employed by YCOE, such persons shall be entirely and exclusively under the direction, supervision and control of YCOE. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by YCOE.

**D.1.7** As an independent contractor, YCOE hereby indemnifies and holds YCHHSD harmless from any and all claims that may be made

against YCHHSD based on any contention by any third party that an employer-employee relationship exists by reason of this MOU.

**D.2 LICENSES, PERMITS, ETC.** YCOE represents and warrants to YCHHSD that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for YCOE to practice its profession. YCOE represents and warrants to YCHHSD that YCOE shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this MOU, any licenses, permits, and approvals which are legally required for YCOE to practice its profession at the time the services are performed. Failure of YCOE to comply with this provision shall authorize the YCHHSD to immediately terminate this MOU notwithstanding any other provision in this MOU to the contrary.

**D.3 TIME.** YCOE shall devote such time to the performance of services pursuant to this MOU as may be reasonably necessary for the satisfactory performance of YCOE's obligations pursuant to this MOU. Neither party shall be considered in default of this MOU to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.4 INDEMNITY.** YCOE shall defend, indemnify, and hold harmless YCHHSD, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of YCOE, which may arise from the intentional or negligent acts or omissions of YCOE in the performance of services rendered under this MOU by YCOE, or any of YCOE's officers, agents, employees, YCOE, or sub-contractors.

**D.5 CONTRACTOR NOT AGENT.** Except as YCHHSD may specify in writing, YCOE shall have no authority, express or implied, to act on behalf of YCHHSD in any capacity whatsoever as an agent. YCOE shall have no authority, express or implied, pursuant to this MOU to bind YCHHSD to any obligation whatsoever.

**D.6 ASSIGNMENT PROHIBITED.** YCOE may not assign any right or obligation pursuant to this MOU. Any attempted or purported assignment of any right or obligation pursuant to this MOU shall be void and of no legal effect.

**D.7 PERSONNEL.** YCOE shall assign only competent personnel to perform services pursuant to this MOU. In the event that YCHHSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any person or persons assigned by YCOE to perform services pursuant to this MOU, YCOE shall remove any such person immediately upon receiving written notice from YCHHSD of its desire for removal of such person or persons.

**D.8 STANDARD OF PERFORMANCE.** YCOE shall perform all services required pursuant to this MOU in the manner and according to the standards observed by a competent practitioner of the profession in which YCOE is engaged. All products of whatsoever nature which YCOE delivers to YCHHSD pursuant to this MOU shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in YCOE's profession.

**D.9 POSSESSORY INTEREST.** The parties to this MOU recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by YCHHSD with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the YCHHSD. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.10 TAXES.** YCOE hereby grants to the YCHHSD the authority to deduct from any payments to YCOE any YCHHSD imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this MOU are due to YCOE.

**D.11 TERMINATION.** Upon termination of this MOU as otherwise provided herein, YCOE shall immediately cease rendering service upon the termination date and the following shall apply:

**D.11.1** YCOE shall deliver copies of all writings prepared by it pursuant to this MOU. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.11.2** YCHHSD shall have full ownership and control of all such writings or other communications delivered by YCOE pursuant to this MOU.

**D.11.3** YCHHSD shall reimburse YCOE the reasonable value of services rendered by YCOE to the date of termination pursuant to this MOU not to exceed the amount documented by YCOE and approved by YCHHSD as work accomplished to date; provided, however, YCHHSD shall not in any manner be liable for lost profits which might have been made by YCOE had YCOE completed the services required by this MOU. In this regard,

YCOE shall furnish to YCHHSD such financial information as in the judgment of the YCHHSD is necessary to determine the reasonable value of the services rendered by YCOE. In the event of a dispute as to the reasonable value of the services rendered by YCOE, the decision of the YCHHSD shall be final. The foregoing is cumulative and does not affect any right or remedy which YCHHSD may have in law or equity.

**D.11.4** YCOE may terminate its services under this MOU upon thirty (30) days written notice to the YCHHSD, without liability for damages, if YCOE is not compensated according to the provisions of the MOU or upon any other material breach of the MOU by YCHHSD.

**D.12 NON-DISCRIMINATION.** Throughout the duration of this MOU, YCOE shall not unlawfully discriminate against any employee of the YCOE or of the YCHHSD or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. YCOE shall ensure that in the provision of services under this MOU, its employees and applicants for employment and any member of the public are free from such discrimination. YCOE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full. YCOE shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. YCOE shall give written notice of its obligations under this clause to any labor agreement. YCOE shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this MOU.

**D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this MOU, above, YCOE agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this MOU and all work sheets, reports, and related data shall become the property of YCHHSD, and YCOE agrees to deliver reproducible copies of such documents to YCHHSD on completion of the services hereunder. The

YCHHSD agrees to indemnify and hold YCOE harmless from any claim arising out of reuse of the information for other than this project.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This MOU, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this MOU shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 CAPTIONS.** The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

**D.19 DEFINITIONS.** Unless otherwise provided in this MOU, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.19.1 NUMBER AND GENDER.** In this MOU, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.19.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this MOU or the MOU Term shall include any extensions of such term.

**D.21 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this MOU, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.22 MODIFICATION.** No modification or waiver of any provision of this MOU or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.23 COUNTERPARTS.** This MOU may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.24 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.25 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this MOU is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.26 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

**D.27 CONTROLLING LAW.** The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

**D.28 TIME IS OF THE ESSENCE.** Time is of the essence of this MOU and each covenant and term a condition herein.

**D.29 AUTHORITY.** All parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this MOU have been fully complied with. Further, by entering into this MOU, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.30 CONFLICT OF INTEREST.** Neither a YCHHSD employee whose position in YCHHSD enables such employee to influence the award of this MOU or any competing MOU, nor a spouse or economic dependent of such employee, shall be

employed in any capacity by YCOE herein, or have any other direct or indirect financial interest in this MOU.

YCOE may be subject to the disclosure requirements of the County conflict of interest code if in a position to make decisions or influence decisions that could have an effect on YCOE's financial interest. The County Administrator shall determine in writing if YCOE has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

**D.31 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this MOU must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "YCHHSD":

County of Yuba
Health and Human Services Department
Attn: Director
5730 Packard Avenue, Suite 100
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "YCOE":

Yuba County Office of Education
Attn: Kristen Nottle-Powell
Assistant Superintendent of Special Education
935 14th Street
Marysville, CA 95901

## ATTACHMENT E

## INSURANCE PROVISIONS

**E.1 INSURANCE.** YCOE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the YCOE, its agents, representatives, or employees.

**E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE.** Coverage shall be at least as broad as:

**E.2.1 Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**E.2.2 Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if YCOE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

**E.2.3. Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

**E.2.4 Professional Liability** (Errors and Omissions) Insurance as appropriate to YCOE's profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

**E.2.4 Sexual Abuse or Molestation (SAM) Liability** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, YCOE shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $2,000,000 per occurrence or claim.

If the YCOE maintains higher and/or broader limits than the minimums shown above, YCHHSD requires and shall be entitled to coverage for the higher limits maintained by YCOE.

**E.3 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**E.4 Additional Insured Status. YCHHSD, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of YCOE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of YCOE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the YCOE's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

**E.5 Primary Coverage.** For any claims related to this contract, **YCOE's insurance coverage shall be primary** insurance as respect to YCHHSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by YCHHSD, its officers, officials, employees, or volunteers shall be excess of YCOE's insurance and shall not contribute with it.

**E.6 Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the YCHHSD**.

**E.7 Waiver of Subrogation.** YCOE hereby grants to YCHHSD a waiver of any right to subrogation which any insurer of said YCOE may acquire against YCHHSD by virtue of the payment of any loss under such insurance. YCHHSD agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not YCHHSD has received a waiver of subrogation endorsement from the insurer.

**E.8 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by YCHHSD. YCHHSD may require YCOE to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**E.9 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the YCHHSD.

**E.10 Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

**E.10.1** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

**E.10.2** Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**E.10.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, YCOE must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**E.11 Verification of Coverage.** YCOE shall furnish YCHHSD with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by YCHHSD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive YCOE's obligation to provide them. YCHHSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**E.12 Subcontractors.** YCOE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**E.13 Special Risks or Circumstances.** YCHHSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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**ATTACHMENT F**
**COUNTY OF YUBA**
**CONFIDENTIALITY PROVISIONS AND STATEMENTS**

## F.1 INTRODUCTION.

For the purposes of providing a California Children's Services (CCS) paneled Physical Therapist to perform services in the CCS Medical Therapy Unit (MTU), YCHHSD has provided YCOE access to Confidential Information. The provisions and statements set forth in this document outline YCOE's responsibilities for safeguarding this information.

## F.2 DEFINITIONS.

**F.2.1 CONFIDENTIAL INFORMATION** shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

**F.2.2 PERSONALLY IDENTIFIABLE INFORMATION** is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

**F.2.3 BREACH** shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

**F.2.4 SECURITY INCIDENT** shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

## F.3 BACKGROUND.

YCHHSD maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

YCHHSD must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that YCOE also obey all applicable state and federal laws. Any individual who violates the privacy,

confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and YCOE is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, YCHHSD, and within the YCOE's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the YCOE must immediately report the incident surrounding the loss or breach of data in the YCOE's possession and absorb any associated costs as deemed by the YCHHSD to be reasonable and necessary.

**F.4 PROVISIONS.**

**F.4.1** YCOE shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

**F.4.2** YCHHSD requires at least the following minimum standards of care in handling confidential information:

**F.4.2.1** Securing all areas where confidential information is maintained and/or stored.

**F.4.2.2** Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.

**F.4.2.3** Limiting the removal of confidential information from the YCOE's premises except for those purposes as designated in the underlying Agreement.

**F.4.2.4** Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement.

**F.4.2.5** Not leaving unattended or accessible to unauthorized individuals; and

**F.4.2.6** Disposing of confidential information, after obtaining YCHHSD authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

**F.4.3** Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the YCHHSD.

**F.4.4** In all circumstances, YCOE shall have no ownership rights or interests in any data or information, including confidential information. All data collected by YCOE on behalf of the YCHHSD or received by YCOE on behalf of the YCHHSD, is owned by the YCHHSD. There are no exceptions to this provision.

**F.4.5** YCHHSD may periodically monitor and/or audit use of the information systems and other record-keeping systems at YCOE's location or YCHHSD location in an effort to ensure compliance with these provisions.

**F.4.6** If there is an incident involving theft, loss, compromise, and/or breach of confidential information, YCOE must notify YCHHSD immediately and under no circumstances no less than twenty-four (24) hours after discovery of such an incident.

**F.4.7** If the incident involves a theft or is incidental to another crime, YCOE shall notify the appropriate law enforcement officials, and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the YCHHSD within forty-eight (48) hours of receipt of the report.

**F.4.8 NOTIFICATION OF BREACH.**

**F.4.8.1** Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, YCOE shall notify the YCHHSD within twenty-four (24) hours by telephone in addition to follow up by either email or fax.

**F.4.8.2** Notification of any breach, security incident, or unauthorized access as described in section F.4.8.1 shall be provided to:

Yuba County Privacy Officer
Phone: (530) 749-6311

E-Mail: securityincidents_hhsd@yuba.gov
Fax: (530) 749-6281

**F.4.8.3** YCOE shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy-two (72) hours of the discovery, if an actual breach has occurred, YCOE shall notify the individual identified in section F.4.8.2 of the following:

(a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data).

(b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information.

(c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized.

(d) A description of the probable causes of the improper use or disclosure.

(e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

**F.4.8.4** YCHHSD will coordinate with YCOE to determine additional specific actions that will be required of YCOE for mitigation of the breach, which may include notification to the individual or other authorities.

**F.4.8.5** All associated costs shall be borne by YCOE. This may include, but is not limited to, costs associated with notifying the affected individuals.

**F.4.9** YCHHSD may require that YCOE provide evidence of adequate background checks for individuals who are entrusted by YCOE to work with the YCHHSD's confidential information.

**F.4.10** YCHHSD requires that YCOE have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to YCOE. YCOE's policies should articulate all safeguards in place for the YCHHSD's confidential information, including provisions for

destruction of all data and backup copies of data. All YCHHSD-owned media containing confidential information shall be returned to the YCHHSD when no longer legitimately needed by YCOE.

**F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.**

YCOE hereby understands the above provisions and statements. YCOE further understands the sensitivity of the confidential information and understands that YCOE must protect the confidentiality of all YCHHSD information placed within YCOE's care or which YCOE may come across during the course of the MOU.

Yuba County of Education

DATED: 10.10.25

Kristen Nottle-Powell
Assistant Superintendent of Special Education

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**ATTACHMENT G**
**INVOICE**

| NAME AND ADDRESS | CONTACT INFORMATION |
|---|---|
| Yuba County of Education<br>935 14th Street<br>Marysville, CA 95901 | Contact Name: Kristen Nottle-Powell<br>Phone: (530) 749-4871<br>Cell: (530) 649-7358<br>Email:<br>kristen.nottlepowell@yubacoe.k12.ca.us |
| **MOU – Yuba County Office of Education CCS Physical Therapist** | |
| **Invoice Date: ____/____/20____** | **Invoice No.:** |
| **Month / Year of Service** | **Amount** |
| | |
| **TOTAL:** | |

Certification:
I certify that this invoice in all respects is true and correct; that all materials, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the MOU; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

Submit invoice and back-up documentation by mail or email:

Mailing Address:

Yuba County Health and Human Services Department
Attention: Public Health Program Manager
P.O. Box 2320
Marysville, CA 95901

Or email: PublicHealth@yuba.gov