

MEMORANDUM OF UNDERSTANDING #7716
Between
County of El Dorado Health and Human Services Agency
and
County of El Dorado Probation Department

THIS Memorandum of Understanding (MOU) is made and entered into by and between the County of El Dorado Health and Human Services Agency, (hereinafter referred to as “HHSA”) and County of El Dorado Probation Department (hereinafter referred to as “Probation”);

I. PURPOSE:

The purpose of this MOU is for HHSA and Probation to share user access and a portion of the annual Software License fee paid as part of Agreement #7191 between Binti, Inc. and the County of El Dorado, incorporated herein as Exhibit A and made by reference a part hereof.

II. BACKGROUND:

As part of the Continuum of Care Reform, the State of California mandates that all families or individuals interested in providing care to foster youth(s) must be assessed by county agencies per the Resource Family Approval (RFA) Written Directives Version 8, or any subsequent versions. Both HHSA and the Probation Department are held to the same standard of approval. The Software-as-a-Service platform provided by Binti, Inc. in Agreement #7191 provides a case management system for social workers and probation officers to manage the Resource Family Approval (RFA) workflow for all interested, approved, and renewing families. Use of the Binti software for Child Welfare and Juvenile Probation will allow El Dorado County to have a coordinated process to eliminate duplication, reduce paperwork, store all resource family data in a central location, and maximize the efficient use of staff and systems resources.

III. HHSA RESPONSIBILITIES:

HHSA agrees to share access to the Binti software with Probation and allow Probation necessary user logins for probation staff. HHSA will use the Binti software to case manage the RFA process for new and renewing families. HHSA will continue to provide contract oversight with Binti, pay invoices, coordinate required trainings with Binti, and work with Binti to customize county specific forms.

IV. PROBATION RESPONSIBILITIES:

Probation agrees to provide funds to HHSA per section V. Compensation below in exchange for user access to Binti software and data. Probation will use the Binti software to case manage the RFA process for new and renewing families.

V. COMPENSATION:

Probation agrees to reimburse HHSA \$30,070.46 (one half of the approvals/licensing subscription for period 2/12/23-2/11/26 paid as part of Agreement #7191 between Binti, Inc. and the County of El Dorado).

1. HHSA will pay the invoice as per Agreement #7191 between Binti, Inc. and the County of El Dorado. A copy of the submitted claim will then be forwarded to Probation with an inter-office memo requesting reimbursement of \$30,070.46.
2. Probation agrees to reimburse HHSA within forty-five (45) days upon the receipt of an inter-office memo requesting reimbursement \$30,070.46 and copy of the submitted claim.

Total amount of this MOU shall not exceed \$30,070.46.

VI. TERM/TERMINATION:

This MOU shall become effective when fully executed by all parties hereto and shall cover the period February 12, 2023 through February 11, 2026, unless terminated earlier pursuant to the provisions specified in Section VI.a Termination

- a. Either Party may terminate this MOU immediately upon written notification to the other Party that funds: (1) are not available from external sources for this MOU or any portion thereof; (2) in the yearly recommended and/or final budget have not been appropriated for this MOU or any portion thereof; or (3) which were previously appropriated for this MOU have been reduced, eliminated, or reallocated as a result of mid-year budget reductions.
- b. Either Party may terminate this MOU immediately upon written notification to the other Party that Agreement #7191 has been terminated.

VII. ADMINISTRATOR:

The Health and Human Services Agency employee with responsibility for administering this MOU is Leslie Griffith, Assistant Director, Health and Human Services Agency, or successor.

The Probation employee with responsibility for administering this MOU is Karla Kowalski, Deputy Chief Probation Officer, Probation Department, or successor.

VIII. ELECTRONIC SIGNATURES:

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

IX. STATEMENT OF MUTUAL BENEFIT AND INTEREST, IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

a. Confidentiality/HIPPA compliance:

All data, together with any knowledge otherwise acquired during the performance of services provided pursuant to this MOU, shall be treated by staff as confidential information. Parties shall not disclose or use, directly or indirectly, at any time, any such confidential information. If either Party receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Parties shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

b. Notice to Parties:

Notices to HHSA shall be addressed as follows:

County of El Dorado, Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

Notices to Probation shall be addressed as follows:

County of El Dorado, Probation Department
3974 Durock Road, Suite 205
Shingle Springs, CA 95682
ATTN: Chief Probation Officer

In the event of a change in address for either Parties principal place of business, Party shall notify the other Party in writing pursuant to the provisions contained in this MOU under the Article titled "Notice to Parties." Said notice shall become part of this MOU upon acknowledgment in writing by the Contract Administrator, and no further amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

c. Amendment:

No addition to or alteration of the terms of this MOU, except for address changes as defined in Section VIII.b Notice to Parties, shall be valid unless made in the form of a written amendment, which is formally approved and executed by the governing bodies of each of the Parties of this MOU, their respective authorized designees, or successors.

d. Entire Agreement:

This MOU and the documents referred to herein or exhibits hereto represents the full and entire agreement and understanding of the Parties regarding the subject matter covered herein and supersedes all prior written or oral MOUs or understandings that may have existed regarding the subject matter covered herein.

It is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this MOU shall mean the State of California unless otherwise specified), and local laws.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

-- AUTHORIZED REPRESENTATIVES --

Requesting Contract Administrator Concurrence:

By: 
[Leslie Griffith \(Aug 30, 2023 12:27 PDT\)](#)
Leslie Griffith, MSW
Assistant Director
Health and Human Services Agency

Dated: 08/30/2023

By: 
[Karla Kowalski \(Aug 30, 2023 10:02 PDT\)](#)
Karla Kowalski
Deputy Chief Probation Officer
Probation Department

Dated: 08/30/2023

Requesting Department Head Concurrence:

By: 
[Olivia Byron-Cooper \(Aug 30, 2023 13:59 PDT\)](#)
Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: 08/30/2023

By: 
[Brian Richart \(Aug 30, 2023 16:57 EDT\)](#)
Brian Richart
Chief Probation Officer
Probation Department

Dated: 08/30/2023