

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
HUMBOLDT COUNTY OFFICE OF EDUCATION  
FOR FISCAL YEARS 2021-2022 THROUGH 2022-2023**

This Memorandum of Understanding (“MOU”), entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the Humboldt County Office of Education, a California government agency, hereinafter referred to as “HCOE,” is made upon the following considerations:

WHEREAS, pursuant to Section 42921 of the California Education Code, HCOE currently receives state grant funding to operate an education-based foster youth services coordinating program which provides educational support for foster youth residing in Humboldt County; and

WHEREAS, pursuant to Section 42925 of the California Education Code, HCOE is required to use foster youth services coordinating program funding to leverage funds received by COUNTY pursuant to Title IV-E of the federal Social Security Act, and any other local, state or federal funds, that may be used to specifically address the educational needs of foster youth in Humboldt County; and

WHEREAS, COUNTY, by and through the Humboldt County Department of Health and Human Services – Child Welfare Services (“DHHS – Child Welfare Services”) and the Humboldt County Probation Department, and HCOE desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the use of Title IV-E funds to specifically address the educational needs of foster youth in Humboldt County as required by Section 42925 of the California Education Code.

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the parties hereto agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF HCOE:

- A. Program Administration. HCOE shall continue to operate and administer an education-based foster youth services coordinating program in accordance with Sections 42920, *et seq.* of the California Education Code and any other applicable local, state and federal laws, regulations and standards. HCOE shall ensure that the foster youth services coordinating program administered pursuant to the terms and conditions of this MOU addresses the educational needs of foster youth in Humboldt County by doing all of the following:
1. Facilitating collaboration between COUNTY, local education agencies, local advisory groups, community organizations, educational rights holders, foster care providers, teachers, school staff and other education service providers in order to ensure coordinated and nonduplicative service delivery and minimize changes in school placement.
  2. Facilitating collaboration between COUNTY, local education agencies, local advisory groups, community organizations, educational rights holders, foster care providers, teachers, school staff and other education service providers in order to ensure the efficient and expeditious transfer of health and education records, including, without limitation, Health and Education Passports, between educational institutions, appropriate partial credits are awarded and foster youth are quickly enrolled in classes when changes in school placement are necessary.

3. Facilitating collaboration between COUNTY, local education agencies, local advisory groups, community organizations, educational rights holders, foster care providers, teachers, school staff and other education service providers in order to ensure the timely development of Individualized Education Programs, and delivery of any and all necessary special education services, in accordance with the federal Individuals with Disabilities Education Act.
  4. Providing COUNTY with regular updates on the status, grades and performance of foster youth, including, without limitation, Individual Education Plans and agreements prepared pursuant to Section 504 of the Rehabilitation Act of 1973.
  5. Providing COUNTY with education-related information, including, without limitation, educational status and progress information required for inclusion in court reports by Section 16010 of the California Welfare and Institutions Code, as appropriate.
  6. Responding to requests for information from, and collaborating with, the juvenile court in order to ensure the delivery of necessary educational services.
  7. Referring foster youth to mentoring, counseling, transitional, emancipation, tutoring, vocational training and other services designed to enhance the educational prospects of pupils in foster care.
  8. Providing foster care providers and educational rights holders with information regarding available training programs that address education issues for foster youth.
  9. Referring foster care providers and educational rights holder of foster youth who have special education needs to special education programs and services.
  10. Tracking, and providing COUNTY with, appropriate outcome data, including, without limitation, the total number of Health and Education Passports completed and notifications sent to local education agencies and other educational institutions, within mutually agreed upon timeframes.
- B. Project Planning and Coordination. HCOE shall attend, either by phone or video conferencing, meetings with the DHHS – Child Welfare Services Director, the Chief Probation Officer and other COUNTY staff in order to organize and coordinate information related to the performance of the duties and obligations set forth in this MOU, as appropriate.
- C. Transportation. HCOE personnel shall be allowed to ride as passengers only, and may not under any circumstances drive, COUNTY vehicles during the performance of the duties and obligations set forth in this MOU.
2. RIGHTS AND RESPONSIBILITIES OF COUNTY:
- A. Title IV-E Compliance. COUNTY shall assist HCOE in complying with any and all Title IV-E funding requirements applicable to the operation and administration of an education-based foster youth services coordinating program, including, without limitation:
1. Collaborating with HCOE to achieve the goals, objectives and outcomes set forth in Section 42921 of the California Education Code.

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2. Collaborating with HCOE to facilitate the timely referral or notification of changes in school placement of foster youth served by the foster youth services coordinating program administered pursuant to the terms and conditions of this MOU.
3. Collaborating with HCOE to implement a jointly-developed process regarding the mutual exchange of information and data relating to foster youth served by the foster youth services coordinating program administered pursuant to the terms and conditions of this MOU.
4. Collaborating with HCOE to establish target populations, and prioritize and address the needs, of foster youth residing in Humboldt County based on available funding.
5. Collaborating with HCOE to enhance the involvement of local education agencies and other educational institutions in the Independent Living Plan process.
6. Providing HCOE with any and all appropriate training regarding any and all local, state and federal requirements applicable to its performance hereunder.
7. Allowing authorized HCOE personnel to access office space, and one (1) computer workstation, within the DHHS – Child Welfare Services office building located at 2440 Sixth Street, Eureka, California in accordance with any and all applicable COUNTY policies, procedures and protocols.
8. Allowing authorized HCOE personnel to access client files, court files and case management systems in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
9. Preparing, and providing HCOE with, updated lists of Title IV-E eligible foster youth to ensure the submission of accurate reimbursement claims.
10. Submitting quarterly claims for Title IV-E reimbursement to the California Department of Social Services on behalf of HCOE.

B. Transportation. COUNTY personnel shall be allowed to ride as passengers only, and may not under any circumstances drive, HCOE vehicles during the performance of the duties and obligations set forth in this MOU.

3. TERM:

This MOU shall begin on July 1, 2021 and shall remain in full force and effect until June 30, 2023, unless extended by valid amendment hereto or sooner terminated as set forth herein.

4. TERMINATION:

A. Termination for Cause. Either party may immediately terminate this MOU, upon written notice, in the event the other party materially defaults in performing any obligation under this MOU, or violates any laws, regulations or standards applicable to its performance hereunder.

B. Termination without Cause. Either party may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination.

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- C. Termination due to Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide HCOE seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation upon Termination. In the event this MOU is terminated, HCOE shall be entitled to compensation for uncompensated costs and expenses incurred pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by HCOE.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all costs and expenses incurred pursuant to the terms and conditions of this MOU shall be the actual federal share of allowable costs for Title IV-E activities.
- B. Rate of Compensation. COUNTY shall compensate HCOE for any and all costs and expenses incurred pursuant to the terms and conditions of this MOU at the quarterly federal Title IV-E discount rate for Humboldt County. The federal Title IV-E discount rate will be based on the total number of eligible foster youth served by the foster youth services coordinating program administered pursuant to the terms and conditions of this MOU during each calendar quarter.
- C. Matching Funds. HCOE shall be responsible for providing matching funds for any and all non-federal costs and expenses incurred pursuant to the terms and conditions of this MOU. HCOE shall document the expenditure of any and all matching funds required hereunder, and certify that such funds were not used as a match for any other federal program, on a quarterly basis.

6. PAYMENT:

HCOE shall submit to COUNTY quarterly invoices, invoice summaries and any and all appropriate backup documentation, including, without limitation, payroll records, receipts, bills and invoices, substantiating the costs and expenses incurred pursuant to the terms and conditions of this MOU no later than thirty (30) days after the end of each calendar quarter. HCOE shall submit a final invoice and invoice summary within thirty (30) days following the expiration or termination of this MOU. Invoices and invoice summaries shall be prepared using a format that is substantially similar to the format set forth in Exhibit A – Itemized Invoice Worksheet and Exhibit B – Invoice Summary, which are attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this MOU 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 – Child Welfare Services  
Attention: Financial Services  
507 F Street  
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, 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.

COUNTY: Humboldt County DHHS – Child Welfare Services  
Attention: Amanda Winstead, Child Welfare Services Director  
2440 Sixth Street  
Eureka, California 95501

AND

Humboldt County Probation Department  
Attention: Shaun Brenneman, Chief Probation Officer  
2002 Harrison Avenue  
Eureka, California 95501

HCOE: Humboldt County Office of Education  
Attention: Michael Davies-Hughes, Superintendent  
901 Myrtle Avenue  
Eureka, California 95501

8. REPORTING REQUIREMENTS:

HCOE hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. HCOE shall submit one (1) hard copy and one (1) electronic copy of any and all reports required pursuant to the terms and conditions of this MOU in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this MOU shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. PREPARATION, RETENTION AND INSPECTION OF PERFORMANCE RECORDS:

- A. Preparation of Performance Records. HCOE shall, in accordance with any and all applicable local, state and federal laws, regulations and standards, prepare and maintain any and all records, documents and other evidence relating to its performance hereunder, including, without limitation, documents regarding HCOE's accounting procedures and practices, necessary to properly reflect all direct and indirect costs of any nature claimed to have been incurred hereunder, including, but not limited to, any and all matching costs and expenses. The foregoing constitutes "performance records" for purposes of this provision.
- B. Preservation of Performance Records. HCOE shall, in accordance with any and all applicable local, state and federal laws, regulations and standards, preserve any and all performance records prepared and maintained pursuant to the terms and conditions of this MOU for a period of three (3) years after final payment hereunder, and for such longer period, if any, as required by any and all applicable local, state and federal laws, regulations and standards or this MOU.
1. If this MOU is completely or partially terminated, any and all performance records prepared and maintained hereunder shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
  2. If any litigation, claim, negotiation, audit or other action involving any performance records prepared and maintained pursuant to the terms and conditions of this MOU is

initiated before the expiration of the above-referenced three (3) year period, such performance records shall be retained until completion and resolution of any and all issues arising therefrom, or until the end of the three (3) year period, whichever is later.

- C. Inspection of Performance Records. HCOE shall, in accordance with any and all applicable local, state and federal laws, regulations and standards, make any and all performance records, prepared and maintained pursuant to the terms and conditions of this MOU immediately available, during normal business hours, for inspection, examination and reproduction by COUNTY, and any other duly authorized local, state and/or federal agencies, for a period of three (3) years after final payment hereunder, and for such longer period, if any, as required by any and all local, state and federal laws, regulations or standards or this MOU. HCOE shall also allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all inspections and examinations conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters connected with the performance the duties and obligations set forth herein, including, without limitation, the costs associated with the administration of this MOU.

10. AUDIT AND EXAMINATION OF PERFORMANCE RECORDS:

- A. General Audit and Examination Requirements. In accordance with any and all applicable local, state and federal laws, regulations and standards, including, without limitation, Section 8546.7 of the California Government Code and Sections 200.500, *et seq.* of Title 2 of the Code of Federal Regulations ("C.F.R."), any and all performance records, documentation, reports and other evidence relating to the performance of the duties and obligations set forth herein, and any subcontracts related hereto, shall be subject to examination and audit by COUNTY, the California State Auditor, the Comptroller General of the United States and any other duly authorized local, state or federal agencies. HCOE hereby agrees to allow COUNTY, the California State Auditor, the Comptroller of the United States and any other duly authorized local, state or federal agencies access to such performance records, documentation and evidence, during normal business hours, for a period of three (3) years after final payment hereunder, and for such longer period, if any, as required by any and all applicable local, state and federal laws, regulations and standards or this MOU.
- B. Local, State and Federal Financial Audits. In accordance with any and all applicable local, state and federal laws, regulations and standards, including, without limitation, 2 C.F.R. Sections 200.500, *et seq.*, any and all expenditures of local, state and federal funds related to the costs and expenses incurred pursuant to the terms and conditions of this MOU shall be subject to audit by COUNTY, the California State Auditor, the Comptroller General of the United States and any other duly authorized local, state or federal agencies. Any and all local, state and/or federal financial audits shall be conducted to establish whether HCOE has expended state and federal funds in accordance with any and all applicable local, state and federal laws, regulations, standards.
- C. Local, State and Federal Audit Reports. Any and all audit reports pertaining to the costs and expenses incurred pursuant to the terms and conditions of this MOU prepared by COUNTY, the California State Auditor, the Comptroller General of the United States or any other duly authorized local, state or federal agencies shall reflect any and all findings, recommendations, adjustments and corrective actions related to any audit exception or exceptions set forth therein. COUNTY shall provide copies of any such local, state and federal audit reports within fifteen (15) days after the completion or receipt thereof. HCOE hereby agrees to develop and implement, in coordination with COUNTY, and any other duly authorized local, state or federal agencies,

any and all corrective action plans necessary to comply with any recommendations contained in the audit report.

- D. Audit Settlement. In the event that any audit conducted by COUNTY, the California State Auditor, the Comptroller General of the United States or any other duly authorized local, state or federal agencies, determines that the amounts paid by COUNTY for any costs and expenses incurred pursuant to the terms and conditions of this MOU are more than the amounts allowable hereunder, HCOE shall be responsible for repaying the difference to COUNTY.
- E. Disallowances. In the event any costs and expenses incurred pursuant to the terms and conditions of this MOU are disallowed or denied by COUNTY or any other local, state or federal agencies as a result of any audit conducted hereunder, HCOE shall be responsible for repaying any amounts paid for such disallowed costs and expenses to COUNTY as set forth herein. HCOE shall hold COUNTY harmless from and against any and all disallowances resulting from any local, state or federal audit conducted pursuant to the terms and conditions of this MOU.

11. MONITORING:

HCOE hereby agrees that COUNTY has the right to monitor any and all activities related to this MOU, including, without limitation, the right to review and monitor HCOE's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this MOU. HCOE shall cooperate with a corrective action plan, if deficiencies in HCOE's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of HCOE's performance hereunder.

12. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this MOU in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); 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”) and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in 45 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 Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

13. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution this MOU, neither party shall unlawfully discriminate in the administration of public assistance and social services programs. Each party hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance 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 any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. COUNTY hereby reserves the right to monitor HCOE's performance hereunder in order to ensure compliance with the requirements set forth herein.
- B. Nondiscriminatory Delivery of Professional Services and Employment. In connection with the execution of this MOU, neither party shall 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 any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. Each party further assures that it, and its subcontractors, shall 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 Education Code Sections 220, *et seq.*; 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 or federal laws, regulations or standards, 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 MOU by reference as if set forth in full.

14. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, HCOE certifies that it is not a Nuclear Weapons Contractor, in that HCOE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. HCOE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it



determines that the foregoing certification is false or if HCOE subsequently becomes a Nuclear Weapons Contractor.

15. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this MOU, each party certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*) by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The party's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that each employee responsible for carrying out the parties' duties and obligations hereunder will:
  - 1. Receive a copy of the party's Drug-Free Policy Statement; and
  - 2. Agree to abide by the party's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the requirements may result in termination this MOU and/or ineligibility for award of future contracts.

16. INDEMNIFICATION:

- A. Mutual Indemnity. Each party shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear its proportionate share of liability as determined in any such proceeding. In such cases, each party will bear its own costs and attorney's fees.

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- C. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

17. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and HCOE is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.
- B. Insurance Notices. Any and all notices regarding the insurance required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

HCOE: Humboldt County Office of Education  
Attention: Michael Davies-Hughes, Superintendent  
901 Myrtle Avenue  
Eureka, California 95501

18. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that any and all personnel responsible for carrying out the duties and obligations set forth herein shall be employees of the hiring party, and shall not be entitled to any benefits to which employees of the other party are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Each party shall be solely responsible for the acts and omissions of its agents, officers, employees, licensees, invitees, assignees and subcontractors.

19. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- B. Licensure Requirements. Each party hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to its performance hereunder.
- C. Federal Funding Requirements. Each party hereby agrees to comply with any and all applicable federal funding requirements set forth in 2 C.F.R. Part 200, including, without limitation, the

accounting principles, cost principles and audit requirements set forth in 2 C.F.R. Section 200.49, 2 C.F.R. Section 200.68, 2 C.F.R. Section 200.403, 2 C.F.R. Section 200.414, 2 C.F.R. Section 200.415 and 2 C.F.R. Sections 200.500, *et seq.*, and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.

D. Accessibility Requirements. Each party hereby 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 11135 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.

E. Conflict of Interest Requirements. Each party hereby 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.

20. 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 incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. 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.

22. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by each party hereto.

23. 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.

24. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

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25. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

26. 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 COUNTY constitute a waiver of any breach of this MOU which may then exist on the part of HCOE. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and HCOE shall promptly refund, any funds disbursed to HCOE, which COUNTY determines were not expended in accordance with the terms and conditions of this MOU.

27. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOU.

28. AMENDMENT:

This MOU may be amended at any time during the term hereof 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 an authorized representative of each party hereto.

29. 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.

30. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOU before such interviews take place. Each party shall be entitled to have a representative present at any and all interviews concerning the subject matter of this MOU.

32. SUBCONTRACTS:

Each party shall obtain prior written approval from the other party, which shall not be unreasonably withheld, before subcontracting any of its duties or obligations hereunder. Any and all subcontracts

shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the confidentiality, licensing and certification requirements set forth herein. Each party shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all duties performed by third parties under subcontracts, whether approved by the other party or not.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation upon Termination, Section 9 – Preparation, Retention and Inspection of Performance Records, Section 10 – Audit and Examination of Performance Records, Section 10 12 – Confidential Information and Section 16 – Indemnification shall survive the expiration or termination of this MOU.

34. 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.

35. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by each 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.

36. 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.

37. FORCE MAJEURE:

No 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, pandemics, 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.

38. 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 any 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.

39. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of 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 agreement. This MOU, and any amendments hereto, may be signed by manual


or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. 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.

40. 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.

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

**HUMBOLDT COUNTY OFFICE OF EDUCATION:**

By:   
Michael Davies-Hughes, Superintendent


Date: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Virginia Bass, Chair  
Humboldt County Board of Supervisors

Date: \_\_\_\_\_

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 4/18/2022

**LIST OF EXHIBITS:**

- Exhibit A – Itemized Invoice Worksheet
- Exhibit B – Invoice Summary

**EXHIBIT A**  
**ITEMIZED INVOICE WORKSHEET**  
Humboldt County Office of Education  
Fiscal Years 2021-2022 through 2022-2023

**Children and Family Services Invoice Summary**

**Humboldt County Office of Education**  
  
**901 Myrtle Avenue**  
**Eureka, California 95501**  
**(707) 445-7187**

**Invoice Date:** \_\_\_\_\_ **Contract Term:** \_\_\_\_\_  
**Invoice Type:** Quarterly **Invoice Period:** \_\_\_\_\_

Description	Cost	Total Amount Due
Personnel Costs (Wages and Benefits)	\$0.00	
Operational Costs (Rent, Utilities, Phones, etc.)	\$0.00	
Consumables/Supplies (Supplies and Consumables should be separate)	\$0.00	
Transportation/Travel (Local and out of county should be separate)	\$0.00	
Other (Indirect Costs, Contracts, etc.)	\$0.00	
		<b>\$0.00</b>

I certify that the information provided above is, to the best of my knowledge, complete and accurate; 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.

Signature and date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Send invoice to:  
  
**COUNTY OF HUMBOLDT**  
DHHS, Financial Service Division  
507 F Street, CB Unit  
Eureka Ca 95501  
Attn:



Program \_\_\_\_\_ Date \_\_\_\_\_

Fiscal \_\_\_\_\_ Date \_\_\_\_\_

Budget  
Unit/line: \_\_\_\_\_



**EXHIBIT B**  
**INVOICE SUMMARY**  
Humboldt County Office of Education  
Fiscal Years 2021-2022 through 2022-2023

Invoice  
Date: \_\_\_\_\_  
Invoice  
Type: Quarterly

Contract  
Term: \_\_\_\_\_  
Invoice  
Period: \_\_\_\_\_

Descriptions	Amounts	Approved Budget	Remaining Balance
<b>A. Personnel Costs</b>			
Title: _____			
Salary and Benefits Calculation: _____			0.00
Duties Description: _____			
Title: _____			
Salary and Benefits Calculation: _____			0
Duties Description: _____			
Title: _____			
Salary and Benefits Calculation: _____			0
Duties Description: _____			
Title: _____			
Salary and Benefits Calculation: _____			0
Duties Description: _____			
Title: _____			
Salary and Benefits Calculation: _____			0
Duties Description: _____			
Title: _____			
Salary and Benefits Calculation: _____			0
Duties Description: _____			
<b>Total Personnel</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>B. Operational Costs (Rent, Utilities, Phones, etc.)</b>			
<b>Total Operating Costs:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>C. Consumables/Supplies (Supplies and Consumables should be separate)</b>			
<b>Total Consumable/Supplies:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>D. Transportation/Travel (Local and Out-of-County should be separate)</b>			
<b>Total Transportation/Travel Costs:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>E. Other Costs (Indirect Costs, Contracts, etc.)</b>			
<b>Total Other Costs:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Invoice Total:</b>	<b>0.00</b>		




# FY 21-23 HCOE Title IV-E MOU (2 b signed)

Final Audit Report

2022-03-24

Created:	2022-03-22
By:	Natalie Carrigan (NCarrigan@HCOE.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHcSmsblkt2UKQqCqvxVtgaobgznF4y1H

## "FY 21-23 HCOE Title IV-E MOU (2 b signed)" History

-  Document created by Natalie Carrigan (NCarrigan@HCOE.org)  
2022-03-22 - 10:43:48 PM GMT
-  Document emailed to Michael Davies-Hughes (superintendent@hcoe.org) for signature  
2022-03-22 - 10:44:15 PM GMT
-  Document e-signed by Michael Davies-Hughes (superintendent@hcoe.org)  
Signature Date: 2022-03-24 - 10:47:29 PM GMT - Time Source: server
-  Agreement completed.  
2022-03-24 - 10:47:29 PM GMT