



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-8

For the meeting of: January 24, 2017

Date: January 5, 2017

To: Board of Supervisors

From: Connie Beck *SN*
Director, Department of Health and Human Services

Subject: Memorandum of Understanding with Humboldt County Office of Education for the Continued Development of a Multi-Tiered System of Support Coalition within Humboldt County

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Memorandum of Understanding (MOU) with Humboldt County Office of Education (HCOE) regarding the continued development of a Multi-Tiered System of Support (MTSS) Coalition that will implement Positive Behavior Intervention and Supports (PBIS) curriculum;
2. Authorize the Chairperson to execute three (3) original copies of the attached MOU; and
3. Direct the Clerk of the Board to route two (2) fully executed original copies of the attached MOU to the Humboldt County Department of Health and Human Services (DHHS) – Contract Unit for forwarding to DHHS – Social Services Administration.

SOURCE OF FUNDING: Mental Health Fund

DISCUSSION:

HCOE is working to improve school climates in order to meet the social, emotional and educational needs of students and families in the Humboldt County school system. The PBIS curriculum is a framework used to assist school personnel in adopting and organizing evidence-based behavioral interventions into

Prepared by Jamie Monroe, Staff Services Analyst

CAO Approval *E. Schmitt*

REVIEW: Auditor *JM* County Counsel *SM* Personnel _____ Risk Manager *DF* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Fennell* (Seconded by Supervisor *Wilson*)
Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*
Nays _____
Abstain _____
Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-26; C-8

Meeting of: 6/23/15; 2/2/16

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Jan. 24, 2017
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

an integrated continuum that enhances academic and social behavior outcomes for all students. MTSS is an organizational method used to implement the PBIS curriculum which is designed to provide a continuum of care for all students and the implementation of prevention as an intervention through family involvement and culturally competent interventions, sensitive to all student groups and families. On Feb. 2, 2016, the Board of Supervisors approved an allocation of Eighty-Seven Thousand Five Hundred Fifty Dollars (\$87,550.00) to HCOE in order to establish the MTSS Coalition in fiscal year (FY) 2015-2016. The services provided through the continued development of the MTSS Coalition will reinforce HCOE's mission of establishing and maintaining programs that contribute to the educational enrichment, health, safety and well-being of children living within Humboldt County.

HCOE has requested an allocation of Seventy-Four Thousand Six Hundred Eighty-Six Dollars (\$74,686.00) from the DHHS – Children's Mental Health for the purpose of funding the continued development of a MTSS Coalition in Humboldt County. DHHS – Children's Mental Health has found that the continued development of the MTSS Coalition is in the public's interest.

FINANCIAL IMPACT:

The attached MOU with HCOE is not to exceed Seventy-Four Thousand Six Hundred Eighty-Six Dollars (\$74,686.00). Expenditures related to this MOU have been included in the adopted FY 2016-2017 budgets for DHHS – Mental Health; Mental Health Services Act budget unit 1170-477 and Children Youth and Family Services budget unit 1170-497.

This MOU is supported by funding from the Mental Health Services Act – Prevention and Early Intervention. Your Board adopted the 3-year plan for Mental Health Services Act for FY 2014-2015 through FY 2016-2017 on June 23, 2015 (item C-26), which was inclusive of the plan for Prevention and Early Intervention funding for MTSS and PBIS. Additional funding is available from federal grant for Substance Abuse and Mental Health Administration Children's System of Care.

The services provided under this MOU meet the Board's Strategic Framework by helping to ensure continued opportunities for improving health and safety for vulnerable members of the community.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the attached MOU. This alternative is not recommended since HCOE will not have a method for implementing PBIS throughout Humboldt County schools without such funding.

ATTACHMENTS:

Attachment 1: MOU between County of Humboldt and Humboldt County Office of Education (Three originals)

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT COUNTY OFFICE OF EDUCATION
FOR FISCAL YEAR 2016-2017**

This Memorandum of Understanding ("MOU"), entered into this 24th day of January, 2016, 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 governmental entity, hereinafter referred to as "HCOE," is made upon the following considerations:

WHEREAS, the Positive Behavior Intervention and Supports ("PBIS") curriculum is a framework used to assist school personnel in adopting and organizing evidence-based behavioral interventions into an integrated continuum that enhances academic and social behavior outcomes for all students; and

WHEREAS, the Multi-Tiered System of Support ("MTSS") is an organizational method used to implement the PBIS curriculum which is designed to provide a continuum of care for all students and the implementation of prevention as an intervention through family involvement and culturally competent interventions, sensitive to all student groups and families; and

WHEREAS, HCOE desires to continue to develop an MTSS Coalition in order to work with local school districts to provide ongoing consultation, training, technical assistance and professional learning communities in a myriad of domains; and

WHEREAS, the services provided through the continued development of the MTSS Coalition will reinforce HCOE's mission of establishing and maintaining programs that contribute to the educational enrichment, health, safety and wellbeing of children living within Humboldt County; and

WHEREAS, HCOE has requested from COUNTY a one-time allocation of Seventy Four Thousand Six Hundred Eighty Six Dollars (\$74,686.00) for the purpose of funding the continued development of an MTSS Coalition in Humboldt County; and

WHEREAS, California Welfare and Institutions Code Section 5892 requires that twenty percent (20%) of the funds distributed to COUNTY from the Mental Health Services Fund be used for prevention and early intervention programs such as the PBIS curriculum; and

WHEREAS, COUNTY, by and through its Department of Health and Human Services ("DHHS") – Children and Family Services, finds that the MTSS Coalition is in the public interest and the requested allocation is required to ensure establishment and development thereof; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the continued development of the MTSS Coalition in Humboldt County.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, it is hereby understood and agreed by and between the parties as follows:

1. COUNTY RESPONSIBILITIES:

COUNTY will provide HCOE with an amount not to exceed Seventy-Four Thousand Six Hundred Eighty-Six Dollars (\$74,686.00) for the development of an MTSS Coalition, including, but not limited to, the funding of support services, professional development for districts, contracted

facilitators and development of in-county expertise on MTSS, which includes PBIS, Restorative Justice and Mindfulness, in accordance with the payment provisions set forth herein.

2. HCOE RESPONSIBILITIES:

A. Scope of Services. HCOE agrees to develop, coordinate and provide the professional development services and opportunities described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services and assistance, HCOE agrees to fully cooperate with the DHHS – Social Services Director or designee thereof, hereinafter referred to as “Director.”

B. Staff Obligations. In connection with the execution of this MOU, HCOE staff shall:

1. Facilitate the continued development of the MTSS Coalition as described in Exhibit A – Scope of Services.
2. Provide outreach to districts and individuals, as described in Exhibit A – Scope of Services, with the goal of increasing membership and recruiting organizations and individuals to join the MTSS Coalition.
3. Develop, coordinate and provide the professional development services described in Exhibit A – Scope of Services for the MTSS Coalition as employees of HCOE.
4. Develop, coordinate and provide the professional development opportunities described in Exhibit A – Scope of Services for the participating districts and their individual school sites as employees of HCOE.
5. Report activities and expenditures to COUNTY in accordance with the reporting provisions set forth herein.
6. Provide monthly updates on activities conducted on behalf of the MTSS coalition at DHHS – Education Leadership Collaborative Committee meetings.

3. TERM:

This MOU shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2017, unless sooner terminated as provided herein.

4. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, HCOE fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.

B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.

C. 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 of any termination of this MOU, HCOE shall be entitled to compensation for uncompensated services rendered hereunder 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 to HCOE for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is Seventy-Four Thousand Six Hundred Eighty-Six Dollars (\$74,686.00). HCOE hereby agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if local, state and/or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this MOU are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by HCOE, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of HCOE. HCOE shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which HCOE estimates that the maximum payable amount will be reached.

6. PAYMENT:

HCOE shall submit to COUNTY detailed invoices, which itemize all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU as of December 31, 2016, March 31, 2017 and June 30, 2017. Invoices shall be submitted within thirty (30) days after the invoice period, in the format set forth in Exhibit C – MTSS Invoice Form, which is attached hereto and incorporated herein by reference. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by HCOE shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Mental Health
Attention: Financial Services
507 F Street
Eureka, California 95501

7. NOTICES:

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

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COUNTY: Humboldt County DHHS – Social Services
Attention: Social Services Director
929 Koster Street
Eureka, California 95501

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

8. REPORTS:

- A. Local, State and Federal Reports. HCOE agrees to provide COUNTY with any and all reports, which may be required by local, state and/or federal agencies for compliance with this MOU. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.
- B. Progress and Expenditure Reports. HCOE agrees to provide COUNTY with detailed progress and expenditure reports, which set forth all of the services rendered, and expenditures made, pursuant to the terms and conditions of this MOU, on December 31, 2016, March 31, 2017 and June 30, 2017. Progress and Expenditure reports shall be in a format approved by Director.
- C. Submission of Reports. All reports submitted by HCOE shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Social Services Director
929 Koster Street
Eureka, California 95501

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. HCOE agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this MOU, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of HCOE related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. HCOE hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. HCOE further agrees to 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. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because HCOE's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

HCOE agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor HCOE's records, programs or procedures, at any time, as well as the overall operation of HCOE's programs, in order to ensure compliance with the terms and conditions of this MOU. HCOE will cooperate with a corrective action plan, if deficiencies in HCOE's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by HCOE pursuant to the terms of this MOU.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, HCOE may receive information that is confidential under local, state or federal law. HCOE hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 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, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties hereto acknowledge 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 standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this MOU, HCOE, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. HCOE 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 gender

identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the HCOE's provision of services in order to ensure compliance with the requirements of this section.

- B. Professional Services and Employment. In connection with the execution of this MOU, HCOE, and its subcontractors, shall not 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. HCOE further assures that it, and its subcontractors, will 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 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 and/or federal laws and regulations, 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 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.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

HCOE certifies by its signature below 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.

14. DRUG-FREE WORKPLACE:

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

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- 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. HCOE'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 every employee who provides services pursuant to the terms and conditions of this MOU will:
 - 1. Receive a copy of HCOE's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of HCOE's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this MOU and/or termination thereof, and HCOE may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if HCOE violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto 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 paragraph A above, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of insurance required by this MOU does not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to the services performed pursuant to the terms and conditions of this MOU regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

16. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations provided for herein, each party will maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies.
- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

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

17. 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 HCOE shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. HCOE shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS:

Each party agrees to comply with all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this MOU. Each party further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

19. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms 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 not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

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21. 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.

22. ASSIGNMENT:

HCOE shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by HCOE 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 HCOE to obtain supplies, technical support or professional services.

23. 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.

24. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement 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 or any default 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 believes were not expended in accordance with the terms of this MOU.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

26. AMENDMENT:

This MOU may be amended at any time during the term of this MOU 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.

27. STANDARD OF PRACTICE:

HCOE 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. HCOE's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this MOU prepared and/or submitted by HCOE shall become the property of COUNTY. However, HCOE may retain copies of such documents and information for its records. In the event of

termination of this MOU, for any reason whatsoever, HCOE shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. HCOE shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

30. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or 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. SUBCONTRACTS:

HCOE shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. HCOE shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

32. SURVIVAL:

The duties and obligations of the parties set forth in Sections 4(D) – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this MOU.

33. 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.

34. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, 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.

37. ENTIRE AGREEMENT:

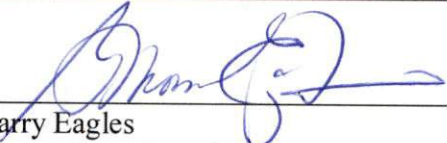
This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations 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.

38. 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: 
Garry Eagles
County Superintendent


Date: 1-4-17

COUNTY OF HUMBOLDT:

By: 
~~Mark Lovelace~~ Virginia Bass
Chair, Board of Supervisors

Date: 1/24/17

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Analyst

Date: 1/10/17

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – MTSS Invoice Form

EXHIBIT A
SCOPE OF SERVICES
HUMBOLDT COUNTY OFFICE OF EDUCATION
FISCAL YEAR 2016-2017

1. SERVICES:

- A. Training Services. HCOE will provide a two-day School Climate Summit for Humboldt County school implementation teams to sustain the work of Positive Behavior Intervention and Supports ("PBIS") curriculum, Restorative Justice and other school climate evidence based practices. This event will reach up to 200 Humboldt County school staff and community stakeholders.
- B. Support Services. HCOE will continue to support a Professional Learning Community for Humboldt County schools facilitated by two (2) Multi-Tiered System of Support ("MTSS") coordinators. The support services provided pursuant to the terms and conditions of this MOU shall include, without limitation:
1. Attendance at the National PBIS Conference by HCOE's MTSS coordinators. This conference will provide advanced training on organizing and delivering training for school districts and community stakeholders.
 2. Attendance at the International Institute for Restorative Practice – Facilitating Restorative Conferences Training of Trainers by HCOE's MTSS coordinators. This conference will allow the MTSS coordinators to train others in Restorative Justice practices.
 3. Attendance at the California PBIS Coalition Conference by HCOE's MTSS coordinators. This conference will support continued implementation and access to the PBIS community.
 4. Attendance at the Association for Positive Behavior Support Conference by HCOE's MTSS coordinators. This conference will provide PBIS trainings addressing a wide array of training resources.
 5. Attendance at the North West PBIS Network Spring Conference by twelve (12) HCOE staff members, including the MTSS coordinators. This conference will teach strategies to establish and sustain safe, positive and inclusive learning environments.
 6. Provision of monthly MTSS meetings during the school year which include discussion regarding restorative practices, implicit bias and cultural competence, Second Step, trauma informed care, mindfulness and MTSS/PBIS program fidelity.
 7. Creation of a web-based network that is designed to build sustainability of MTSS/PBIS resources in Humboldt County, including, without limitation, training notifications, curriculums, question and answer forums, resource sharing between districts and web-based training access.
 8. Identification of local resources in order to build a network of trained school personnel to move toward alternative discipline practices.
 9. Provision of PBIS and Restorative Justice books and/or handbooks and other

promotional materials to members of the MTSS Professional Learning Community.

10. Provision of additional books and materials to continue to create a MTSS lending library.

C. School-Wide Information System Services. HCOE's MTSS coordinators will act as School-Wide Information System ("SWIS") facilitators. SWIS is a system to track school-wide behavioral data, identify specific intervention variables and provide continuous progress monitoring of intervention efficacy. School-Wide Information System services shall include, without limitation:

1. Consultation with schools in order to assist them in becoming SWIS-ready
2. Initiation of training and assist sites with building teams to manage PBIS data.
3. Coaching of the on-site teams regarding SWIS administration, data entry, data analysis and intervention identification.

2. PLACE OF PERFORMANCE:

HCOE shall provide the services set forth herein throughout the incorporated and unincorporated areas of Humboldt, including, without limitation, tribal communities.

**EXHIBIT B
SCHEDULE OF RATES
HUMBOLDT COUNTY OFFICE OF EDUCATION
FISCAL YEAR 2016-2017**

County Wide Professional Development	Unit Cost	QTY	Total Cost
2017 SHIFT Symposium: School Climate Summit	See individual budget	1	\$20,511.00
Total:			\$20,511.00
Staff Development to support sustainable coalition	Unit Cost	QTY	Total Costs
National PBIS Conference	\$2,500.00	3	\$7,500.00
International Institute for Restorative Practice	\$3,000.00	2	\$6,000.00
California PBIS Coalition Conference	\$1,500.00	3	\$4,500.00
APBS Conference	\$2,500.00	2	\$5,000.00
NWPBIS Network Spring Conference	\$1,500.00	12	\$18,000.00
Total:			\$41,000.00
Direct Support/Materials	Unit Cost	QTY	Group Costs
Best Behavior Books	\$100.00	40	\$4,000.00
Promotional Items	\$3,500.00	1	\$3,500.00
Restorative Practices Handbooks	\$15.00	45	675.00
Books and materials for MTSS lending library	\$5,000.00	1	\$5,000.00
Total:			\$13,175.00
TOTAL FOR ALL ACTIVITIES			\$74,686.00

2017 SHIFT Symposium: School Climate Summit	Unit Cost	QTY	Total
Paul Tuft (Presenter)	\$6,000.00	1	\$6,000.00
Peter Stoll (Presenter)	\$0.00	2	\$0.00
Presenter Hotel	\$100.00	2	\$200.00
Presenter Gas/Travel	\$1,000.00	1	\$1,000.00
Keynote meals \$56/day	\$56.00	2.5	\$140.00
Sequoia Room @ HCOE	\$1,320.00	2	\$2,640.00
Catering	\$10.00	400	\$4,000.00
HERC Overhead for Registration	\$5.00	200	\$1,000.00
Materials/Books	\$20.00	200	\$4,000.00
Printing	\$100.00	1	\$100.00
Subtotal			\$19,080.00
HCOE Indirect	7.50%		\$1,431.00
Total:			\$20,511.00

EXHIBIT C
MTSS INVOICE FORM
HUMBOLDT COUNTY OFFICE OF EDUCATION
FISCAL YEAR 2016-2017

INVOICE

Humboldt County Office of Education

Date:

Invoice # 100

TO: Department of Health and Human Services

MH Financial Services

507 F Street

Eureka, CA 95501

707-441-5446

MULTIPLE TIERED SUPPORT SYSTEM COALITION			
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
TOTAL			

Make all checks payable to Humboldt County Office of Education