



COUNTY OF HUMBOLDT

For the meeting of: June 12, 2018

Date: May 22, 2018

To: Board of Supervisors

From: Connie Beck *CCB for CB*
Director, Department of Health and Human Services

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

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve, and authorize the Chair of the Board to execute, the attached Memorandum of Understanding with the Humboldt County Office of Education regarding the continued development of a Multi-Tiered System of Support Coalition that will implement the Positive Behavior Intervention and Supports curriculum throughout Humboldt County school system in an amount not to exceed \$86,900; and
2. Direct the Clerk of the Board to route two (2) fully executed original copies of the attached Memorandum of Understanding to the Department of Health and Human Services – Contract Unit for further processing.

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

The Humboldt County Office of Education (“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.

Prepared by Windy Scott, Staff Services Analyst

CAO Approval *E. Fisher Heg*

REVIEW:	Auditor	County Counsel <i>SB</i>	Personnel	Risk Manager <i>KRM</i>	Other
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Fennell* Seconded by Supervisor *Wilson*

Ayes *Fennell, Sundberg, Bohn, Wilson*

Nays

Abstain

Absent *Bass*

PREVIOUS ACTION/REFERRAL:

Board Order No. C-8, C-8, C-16

Meeting of: February 2, 2016, January 24, 2017 and December 5, 2017

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

Dated: *6/12/18*

By: *[Signature]*

Kathy Hayes, Clerk of the Board

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.

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. 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.

On December 5, 2017 (Item C-16), the Board of Supervisors approved the current Memorandum of Understanding (“MOU”) with HCOE regarding the development of a MTSS Coalition within Humboldt County. Pursuant to the terms and conditions of the attached MOU the County of Humboldt will allocate additional funding to HCOE from the Department of Health and Human Services – Children and Family Services (“DHHS – Children and Family Services”) for the purpose of funding the continued development of the MTSS Coalition in Humboldt County. DHHS – Children and Family Services has determined that the continued development of the MTSS Coalition is in the public’s interest.

Accordingly, staff recommends that the Board approve, and authorize the Chair of the Board to execute, the attached MOU with HCOE regarding the continued development of the MTSS Coalition within Humboldt County.

FINANCIAL IMPACT:

The attached MOU with HCOE has a maximum amount payable of Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00) for the period of July 1, 2018 through June 30, 2019. Expenditures related to the attached MOU have been included in the fiscal year 2018-2019 budgets for DHHS – Mental Health; Mental Health Services Act budget unit 1170-477 and Children Youth and Family Services budget unit 1170-497.

The recommended actions support 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 with HCOE regarding the continued development of a MTSS Coalition within Humboldt County. This alternative is not recommended since it will not allow for the implementation of the PBIS curriculum throughout Humboldt County schools.

ATTACHMENTS:

1. Memorandum of Understanding with the Humboldt County Office of Education Regarding the Continued Development of a MTSS Coalition within Humboldt County (three (3) originals)

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT COUNTY OFFICE OF EDUCATION
FOR FISCAL YEAR 2018-2019**

This Memorandum of Understanding (MOU), entered into this 12 day of June 2018, 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 up on 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 a MTSS Coalition in order to work with local school districts to provide ongoing consultation, training, technical assistance and professional teaming 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 Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00) 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 Board of Supervisors concurs that COUNTY funding of the MTSS Coalition serves a public purpose of contributing to the educational enrichment, health, safety and wellbeing of children living within Humboldt County; 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 here by understood and agreed by and between the parties as follows:

1. COUNTY RESPONSIBILITIES:

COUNTY will provide HCOE with an amount not to exceed Eighty-Six Thousand Nine Hundred Dollars (\$86,900.00) for the continued 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 and Restorative Practices, in accordance with the payment provisions set forth herein.

2. HCOE RESPONSIBILITIES:

HCOE agrees to develop, coordinate and provide the professional training and support services 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 - Mental Health Director or a designee thereof, hereinafter referred to as "Director."

3. TERM:

This MOU shall begin July 1, 2018 and shall remain in full force and effect until June 30, 2019, 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 Eighty-Six Thousand Nine Hundred (\$86,900.00). 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 September 30, 2018, December 31, 2018, March 31, 2019 and June 30, 2019. 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.

COUNTY: Humboldt County DHHS – Mental Health
Attention: Emi Botzler-Rodgers, Mental Health Director
824 Harris Street
Eureka, California 95501

HCOE: Humboldt County Office of Education
Attention: Chris Hartley, 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 September 30, 2018, December 31, 2018, March 31, 2019 and June 30, 2019. 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 – Mental Health
Attention: Emi Botzler-Rodgers, Mental Health Director
824 Harris 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 hereunder, 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, and its subcontractors, related to the services provided pursuant to the terms and conditions of this MOU, 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 the date of final payment hereunder. 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, policies, procedures and/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 set forth herein.
- 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:

- 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.

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- 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.

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 anything to the contrary, 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 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. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

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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: Chris Hartley, 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 AND LICENSURE REQUIREMENTS:

Each party agrees to comply with all local, state and federal laws, regulations, policies, procedures and standards 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 thereof.

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 determines 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.

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26. 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.

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. 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.

30. 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.

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 Section 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 (1) 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 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.

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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.

[Signatures on Following Page]

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

HUMBOLDT COUNTY OFFICE OF EDUCATION:

By: Chris Hartley
County Superintendent

Date: 5-15-18

COUNTY OF HUMBOLDT:

By: Ryan Soderberg
Chair, Board of Supervisors

Date: 6/12/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Paula Lynn
Risk Management

Date: 6/6/18

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
For Fiscal Year 2018-2019

1. SERVICES:

A. Support Services. HCOE will continue to develop and support a Professional Learning Community for Humboldt County schools and the Northern California MTSS Coalition facilitated by two (2) 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 Leadership Forum 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 Practices Conference. This conference will provide advanced training in the facilitation and training of restorative practice for Humboldt County school districts, administrators, local agencies and community stakeholders.
3. Attendance at the California PBIS Coalition Conference by HCOE's MTSS coordinators and six (6) participants from local school districts. This conference will support continued implementation and access to the California PBIS community and build networks for local sustainability of practice.
4. Attendance at the Association of Positive Behavior Support Conference by HCOE's MTSS Coordinators and six (6) participants from local school districts. This conference will provide advanced training for Humboldt County school district personnel.
5. Provision of quarterly Professional Learning Community events to provide PBIS teams with training and a community of learning for the purpose of building sustainability, increasing fidelity of implementation and identifying a network of local expert resources.
6. Provision of quarterly Professional Learning Community events to provide identified site-based coaches with training and a community of learning regarding coaching strategies, fidelity measures and professional development techniques.
7. Provision of a MTSS Summit to provide site MTSS teams with training regarding team-building strategies, resource mapping and fidelity measure implementation for the purpose of promoting fidelity and sustainability of practice.

8. Identification of local resources in order to build a network of trained school personnel to move toward alternative discipline practices.
9. Offer a comprehensive Professional Learning Community, and/or series of professional development offerings, that is focused on Adverse Childhood Experiences awareness.

2. PLACE OF PERFORMANCE:

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

EXHIBIT B
SCHEDULE OF RATES
Humboldt County Office of Education
For Fiscal Year 2018-2019

County-Wide Educator Professional Development	Unit Cost	QTY	Total Cost
Staff Development to Support Capacity Building & Scale	Unit Cost	QTY	Total Cost
District Team Site Visits to Model PBIS/MTSS Schools in Northern CA. Recognized by California PBIS Coalition for excellence in implementation. Dates TBD.	\$1,500.00	12	\$18,000.00
IIRP World Conference (International Institute for Restorative Practices) Detroit, MI Q2 October 24-26	\$3,000.00	2	\$6,000.00
California PBIS Coalition Conference, Sacramento, CA Q1 September 24-26 2018	\$1,500.00	10	\$15,000.00
Subtotal			\$39,000.00
Total:			\$39,000.00
MTSS Coalition Direct Support/Materials	Unit Cost	QTY	Group Costs
Coalition Dues – For existing Northern CA MTSS Schools	\$1,500.00	26	\$39,000.00
Materials and Supplies Q1-Q4	\$6,000.00	1	\$6,000.00
Catering for Coalition Monthly PLC Q1-Q4	\$75.00	12	\$900.00
Books and Materials for MTSS Lending Library Q1-Q3	\$1,500.00	1	\$1,500.00
MTSS Summit/Coaching/Leadership Catering Q3	\$500.00	1	\$500.00
Subtotal			\$47,900.00
Total:			\$47,900.00
TOTAL FOR ALL ACTIVITIES			\$86,900.00

2018-19 HCOE In-Kind	
Behavioral Health Program Director = 60%	\$93,384.96
Psychologist/MTSS Coordinator = 50%	\$51,927.45
Fiscal Support = 12days	\$4,435.94
Indirect = 7.50%	\$18,198.63
Total HCOE In-Kind	<u><u>\$167,946.98</u></u>

EXHIBIT C
MTSS INVOICE FORM
Humboldt County Office of Education
For Fiscal Year 2018-2019

INVOICE

Humboldt County Office of Education

Date:

Invoice #

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

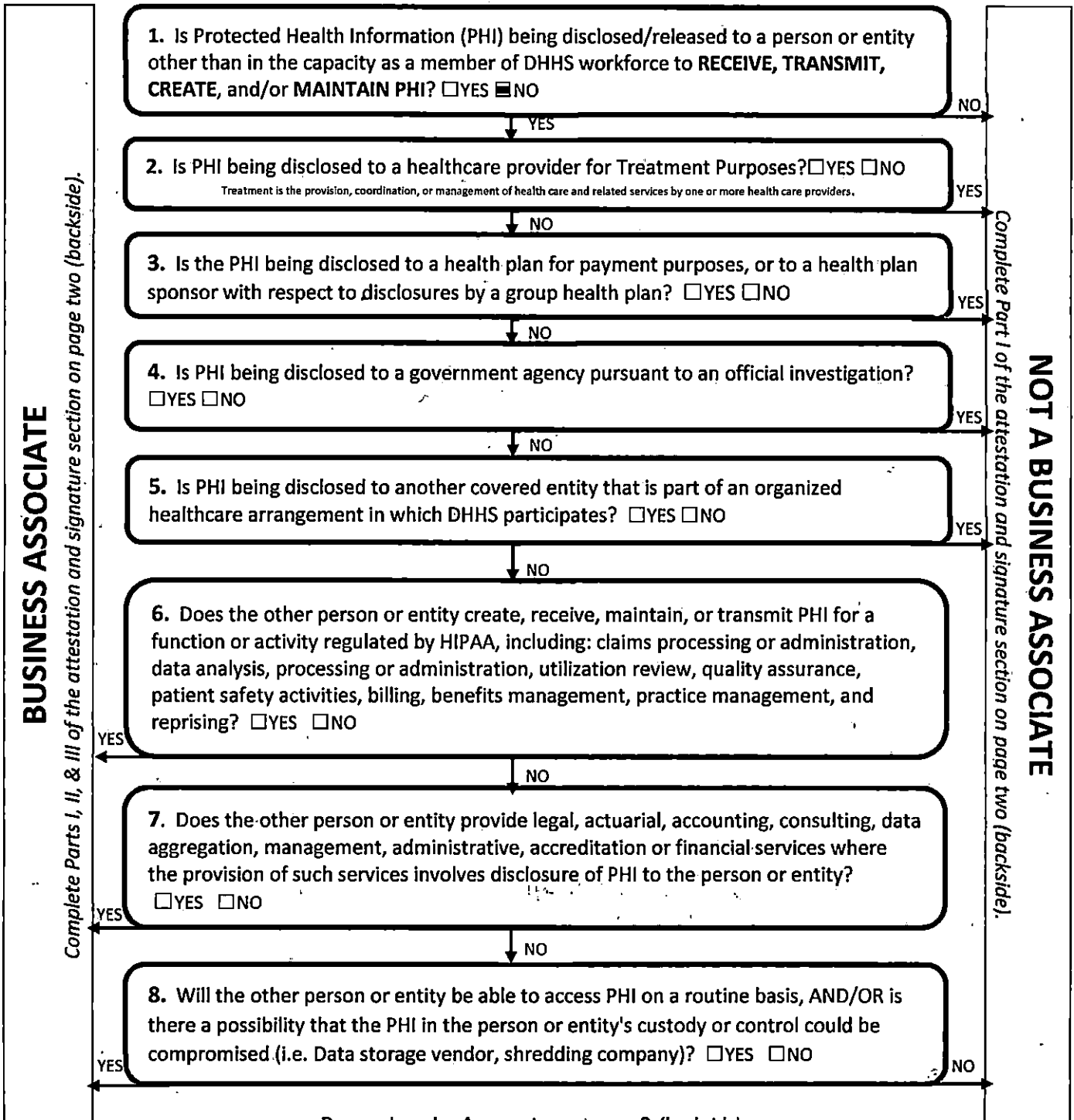


HIPAA/HITECH-BUSINESS ASSOCIATE DECISION TOOL

(BA Tool)

Contract Preparer: Windy Scott	Legal Name of Contractor : Humboldt County Office of Education
For: <input type="checkbox"/> DHHS <input checked="" type="checkbox"/> MH <input type="checkbox"/> PH <input type="checkbox"/> SS	Date: 4/26/2018
Contract: <input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Renewal (Auto / Manual)	Contract Term: 7/1/2018 - 6/30/2019
Service Type/Program: Training/CMH	State Std. Agreement # (If Applicable): NA

Directions: Complete this tool for all contracts. Follow the arrows to your decision checking the box with your answer along the way. Complete the attestation and signature sections on page 2 (backside).



Proceed to the Attestation on page 2 (backside).



HIPAA/HITECH-BUSINESS ASSOCIATE DECISION TOOL

(BA Tool)

ATTESTATION

PART I

- The contractor is **NOT A BUSINESS ASSOCIATE** (Proceed to signatures)
 It has been determined the contractor is a **BUSINESS ASSOCIATE** (Proceed to PART II and III)

PART II

- Business Associate Agreement (BAA) will be included in the contract. (Program shall work with DHHS Contract Unit and County Counsel for language specific to the contract when needed. DHHS Contract Unit and County Counsel will work with DHHS Compliance and Quality Assurance Office when needed.)
- Contractor was provided the Business Associate of DHHS pamphlet (form DHHS 82)
- Contractor attests to having Privacy and Security Policies and Procedures (breach notification, workforce training, privacy/security event processing)
- Attestation received in writing / verbal (circle one) Name of Person Attesting: _____ Date: _____
- Contractor has been provided the phone number for the DHHS Compliance and Quality Assurance Office (707-441-5410) and instructed this is the number to use for reporting incidents pursuant to the contractual agreement with DHHS.

PART III

Business Associate First Point of Contact:

 Name (Please Print First and Last Name) Title Phone Number

 Address (Including city, state, and zip code)

 Email Address Fax Number

Business Associate Second Point of Contact:

 Name (Please Print First and Last Name) Title Phone Number

 Address (Including city, state, and zip code)

 Email Address Fax Number

 Contractor Website URL Type of Service(s) Provided

SIGNATURES

Signatures confirm the determination in PART I and when applicable completion of this Business Associates Decision Tool PART II and III.

Contract Preparer (Signature/Date): Windy Scott 4/26/18 DHHS Responsible Manager (Signature/Date): [Signature] 4/30/18

- Notified/Communicated to Contract Coordinator Notified/Communicated to Director/Deputy Director

Comments:

ROUTING

- Program Contract File Contract Coordinator Contractor Database / Contract Unit

Contract # (If known):

NOTIFICATION TO CONTRACT UNIT OF CONTRACT ITEM

THIS IS TO INFORM THE CONTRACT UNIT THE FOLLOWING CONTRACT ITEM IS UNDER DEVELOPMENT:

Amended
 Extended by Letter
 New
 Renewed
 RFP

Contractor Selection Process Completed for this Contract (per County's Purchasing Policy) Included:	<input type="checkbox"/> Request for Quote <input type="checkbox"/> Request for Letter of Interest <input type="checkbox"/> Request for Information <input type="checkbox"/> Request for Proposal <input type="checkbox"/> None of these <input checked="" type="checkbox"/> Sole Source Justification <input type="checkbox"/> This contract is exempt from RFP	
CONTRACT INFORMATION	REQUIRES FINAL APPROVAL FROM: <input checked="" type="checkbox"/> BOS <input type="checkbox"/> PA <input type="checkbox"/> DIRECTOR	
Legal Name of Contractor:	Humboldt County Office of Education	
State Standard Agreement # (and Amendment # as applicable)	NA	
Services to be Provided (brief description):	Multi-Tiered System Support	
Will Contractor Access, Exchange Store, or Share PI/PHI Pursuant to this Contract's SOW?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Associated DHHS Program:	C&FS, Children's Mental Health	
Anticipated Term Dates:	Start Date: 7/1/2018	Termination Date: 6/30/19
Maximum Payment Amount for Contract Term:	\$86,900	
Funding Source(s) for this Contract:	<input type="checkbox"/> Medi-Cal <input type="checkbox"/> SAPT Block Grant <input type="checkbox"/> County General Fund <input checked="" type="checkbox"/> MHSA <input type="checkbox"/> Realignment <input checked="" type="checkbox"/> Other: PEI	
Funding Source(s) Confirmed by Fiscal:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are Performance Acceptance Criteria/Measures Identified in the Contract's SOW:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If "No", explain why not:</i>	
Are Reporting Requirements and Due Dates Identified in the SOW:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable (N/A) to this Contract Report Frequency: <input type="checkbox"/> monthly <input checked="" type="checkbox"/> quarterly <input type="checkbox"/> semi-annual <input type="checkbox"/> annual	
Report Type(s) Due:	<input checked="" type="checkbox"/> Narrative <input checked="" type="checkbox"/> Cost Report Other: <input type="checkbox"/> Confidential Client Assessments / Progress Notes	
Report Recipients/Reviewers:	A scanned <u>copy</u> of ALL non-confidential reports should be emailed to the CU. Melissa Chilton, Jeremy Nilsen	
Contract Manager:	Jeremy Nilsen	
Contract Coordinator (as applicable):	Windy Scott	
Contract Preparer / Lead:	Windy Scott	
A BA Decision Tool (DHHS 57) is:	A BA Decision Tool must be provided for all new and renewing contracts: <input type="checkbox"/> On File <input checked="" type="checkbox"/> New DHHS 57 Attached	
Current Certificates of Insurance (COIs). COIs must be contract specific:	COIs must be received before this contract can be signed by county. <input type="checkbox"/> COI is Attached <input type="checkbox"/> Date New COI was Requested: NA	
Contractor's Contact/Rep: Name: Colby Smart	Phone (707) 445-7000	Email csmart@humboldt.k12.ca.us

Please E-Mail Copy To: DHHS-Contract Unit Supervisor and Contract Analyst



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barbary Insurance Brokerage 230 California Street, Suite 700 San Francisco CA 94111	CONTACT NAME: Della January PHONE (A/C, No, Ext): 415-788-4700 E-MAIL ADDRESS: Della@barbaryinsurance.com	FAX (A/C, No): 415-788-4701
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Oak River Insurance Co		NAIC #
INSURED California Youth Connection Tiffany Johnson 1611 Telegraph St #1100 Oakland CA 94612	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	CYCCA-1

COVERAGES

CERTIFICATE NUMBER: 285172243

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CAWC820283	8/16/2017	8/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Humboldt County
 Department of Health and Human Services
 507 F Street
 Eureka CA 95501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SelectSolutions Insurance Services 1107 Investment Blvd Suite 100 El Dorado Hills CA 95762	CONTACT NAME: Lydia Bueno PHONE (A/C, No, Ext): (866)500-6359 FAX (A/C, No): (925)951-0077 E-MAIL ADDRESS: lydiab@selectsolutionsins.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED California Youth Connection 1611 Telegraph Avenue, Suite 1100 Oakland CA 94612	

COVERAGES

CERTIFICATE NUMBER: 17/18 Master

REVISION NUMBER:

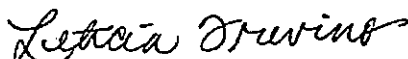
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK1752724	12/17/2017	12/17/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK1752724	12/17/2017	12/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB611283	12/17/2017	12/17/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Humboldt County Department of Health and Human Services, its agents, officers, officials, employees and volunteers are included as Additional Insured on General Liability policy per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Humboldt County Department of Health and Human Services 507 F Street Eureka CA 95501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured’s option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age, or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.