



AGENDA ITEM NO.
C-8

COUNTY OF HUMBOLDT

For the meeting of: February 2, 2016

Date: January 7, 2016

To: Board of Supervisors

From: Connie Beck *SM*
Interim Director, Department of Health and Human Services- Social Services

Subject: Memorandum of Understanding (MOU) with Humboldt County Office of Education to Establish a Multi-Tiered System of Support Coalition

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the MOU with Humboldt County Office of Education to establish a Multi-Tiered System of Support (MTSS) coalition that will implement Positive Behavior Intervention and Supports ("PBIS") curriculum;
2. Authorizes the Chairperson to execute three (3) originals of the MOU; and
3. Directs the Clerk of the Board to route two (2) fully executed originals of the MOU to the DHHS- Contract Unit for forwarding to DHHS- Social Services Administration.

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

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 Jamie Monroe, Staff Services Analyst

CAO Approval *E. Shira Hayes*

REVIEW:

Auditor *MSM* County Counsel *SM* Personnel _____ Risk Manager *KAV* Other _____

TYPE OF ITEM:

- Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-26

Meeting of: 6/23/15

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*
 Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*
 Nays _____
 Abstain _____
 Absent _____

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

Dated: *Feb. 2, 2016*
 By: *Kathy Hayes*
 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.

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 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.

HCOE has requested a one-time allocation of \$87,550.00 from the Humboldt County Department of Health and Human Services (DHHS), Children and Family Services (C&FS), Children’s Mental Health (CMH) for the purpose of funding the establishment and development of a MTSS Coalition in Humboldt County. CMH has found that the MTSS Coalition is in the public’s interest.

This MOU is back-dated, as HCOE and CMH had many meetings and discussions concerning what the MTSS Coalition will look like in Humboldt County including specific trainings needed and timelines for implementation. Meanwhile, many of the first steps, such as training in PBIS and other evidence-based practices took place.

FINANCIAL IMPACT:

The source of funding for this agreement is Mental Health Services Act Prevention and Early Intervention (MHSA – PEI). Your Board adopted the 3-year plan for Mental Health Services Act fiscal years 2014-15 through 2016-17 on June 23, 2015 (item C-26), which was inclusive of the plan for Prevention and Early Intervention funding for MTSS and PBIS.

This MOU for FY 2015-16 is not to exceed Eighty-Seven Thousand Five Hundred Fifty Dollars (\$87,550.00). This expenditure has been included in the adopted FY 2015-16 budget for Mental Health Services Act budget unit 1170-477, line item 2609 MHSA-PEI.

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 this MOU; however, if the MOU is approved, DHHS C&FS CMH will have to identify another prevention and early intervention program to fund with 20% of the funds distributed to Humboldt County from the Mental Health Services Fund. HCOE will not have a method for implementing PBIS throughout Humboldt County schools 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.

ATTACHMENTS:

Attachment 1: MOU (Three originals)

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT COUNTY OFFICE OF EDUCATION**

This Memorandum of Understanding (“MOU”), entered into this 2nd day of February, 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.

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 establish and 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 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 Seven Thousand Five Hundred Fifty Dollars (\$87,550.00) for the purpose of funding the establishment and 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 establishment 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 Eighty Seven Thousand Five Hundred Fifty Dollars (\$87,550.00) for the establishment 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 implementation 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:

The term of this MOU shall begin August 1, 2015 and shall remain in full force and effect until June 30, 2016, 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 terminated,

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. 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 owing to COUNTY resulting from 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 expenses incurred, pursuant to the terms and conditions of this MOU is Eighty Seven Thousand Five Hundred Fifty Dollars (\$87,550.00). HCOE hereby agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. If local, state and/or federal funding or allowance rates are reduced or deleted, the maximum amount payable by COUNTY for services provided hereunder may be reduced accordingly.
- 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 or compensated without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of HCOE.

6. PAYMENT:

HCOE shall submit to COUNTY detailed invoices, which itemize all work completed as of December 31, 2015, March 31, 2016 and June 30, 2016. Invoices shall be submitted within 30 days of the invoice period, in a format approved by, and shall include backup documentation as specified by Director and the Humboldt County Auditor-Controller. Payment for work performed 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
Attention: MH Financial Services
507 F Street
Eureka, CA 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
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 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, 2015, March 31, 2016 and June 30, 2016. 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
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 relating to the services provided hereunder, 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.
- 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 hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized local, state or federal agencies for a period of three (3) years after final payment under this MOU. HCOE hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state 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 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, the party responsible for not meeting the program requirements 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. 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 and procedures, 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 and 10850; California Health and Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act (CMIA); the federal Health Information Technology for Economic and Clinical Health Act (HITECH Act); the federal Health Insurance Portability and Accountability Act (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 Transaction 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 acknowledge that federal and state confidentiality laws 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 or procedures.

12. 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 becomes a Nuclear Weapons Contractor.

13. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, HCOE 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 or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. HCOE further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

14. DRUG-FREE WORKPLACE:

By executing this MOU, HCOE hereby 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. 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 all of 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 hereunder 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. Noncompliance. Failure to comply with these 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 by either party hereunder.

16. INSURANCE:

- 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 and workers' compensation 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

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17. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent contractors 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.

18. COMPLIANCE WITH APPLICABLE LAWS:

Each party agrees to comply with all local, state and federal laws and regulations applicable to the services covered by this MOU. Each party further agrees to comply with 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.

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. BINDING EFFECT:

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 assigns.

24. NO WAIVER OF DEFAULT:

A. General Waivers. 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.

- B. Payment. 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 the breach or default. COUNTY shall have the right to demand repayment of, and HCOE shall promptly refund, any funds disbursed to HCOE, which in the judgment of COUNTY 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:

No additions to, or alterations of, this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

27. 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 (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.

28. 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.

29. SURVIVAL:

The duties and obligations of the parties set forth in Sections 4(D), 9, 11 and 15 shall survive the expiration or termination of this MOU.

30. 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 paragraphs 1 through 35 of this MOU, paragraphs 1 through 35 of this MOU shall have priority.

31. 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.

32. 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.

33. 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, but not be limited to, 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.

34. 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, whether oral or written, concerning the same subject matter.

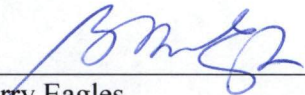
35. AUTHORITY TO EXECUTE:

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]

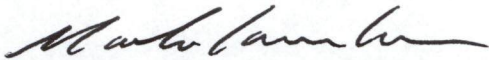
IN WITNESS WHEREOF, the parties have entered into this MOU as of the first date written above.

HUMBOLDT COUNTY OFFICE OF EDUCATION:

By: 
Garry Eagles
County Superintendent

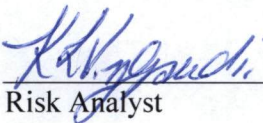
Date: 1-4-16

COUNTY OF HUMBOLDT:

By: 
Mark Lovelace
Chair, Board of Supervisors

Date: 2-2-16

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Analyst

Date: 01/15/16

EXHIBIT A
Scope of Work
HUMBOLDT COUNTY OFFICE OF EDUCATION
Fiscal Year 2015-16

Under the terms of the Agreement, CONTRACTOR shall perform the following:

1. CONTRACTOR will provide a two-day training by Nancy Franklin in Positive Behavioral Intervention Strategies (PBIS) for 10-15 Humboldt County school implementation teams. Each team of eight will include administration, educators, staff, and community stakeholders.
2. CONTRACTOR will arrange for Nancy Franklin to come to Humboldt County to provide on-site training at Professional Learning Community (PLC) meetings as well as on-site. She will visit each cohort site one time during the year, in addition to the PLC support. Nancy Franklin will also be available for on-going consultation to both Multi-Tiered System of Support (MTSS) coordinators and districts throughout the year.
3. CONTRACTOR will establish a Professional Learning Community for Humboldt County schools facilitated by two MTSS coordinators.
 - a. MTSS coordinators Peter Stoll and Haley Jones will attend National PBIS Leadership Forum in Chicago. This leadership conference will provide MTSS/PBIS leadership trainings addressing a wide-array of training resources.
 - b. MTSS coordinators Peter Stoll and Haley Jones will facilitate monthly meetings the second Wednesday of each month of the school year.
 - i. Topics will include restorative practices, implicit bias and cultural competence, Second Step, trauma informed care, mindfulness, and MTSS/PBIS program fidelity.
 - ii. A Web-based presence will be created to build sustainability of MTSS/PBIS resources in Humboldt County including training notifications, curriculum, Q&A forum, resource sharing between districts, and web-based training access.
 - iii. MTSS coordinators will identify local resources, build a network of trained school personnel, and attend a Restorative Practice training with several counselors and administrators in order to train personnel in Humboldt County to move toward alternative discipline practices.
 - c. 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.
 - i. SWIS facilitators will consult with schools and assist them to become SWIS-ready
 - ii. SWIS facilitators will initiate the training and assist sites with building teams to manage PBIS data.
 - iii. SWIS facilitators coach the on-site teams (SWIS Administrator, Data Entry, Data Analysis, and Intervention Identification).
 - d. CONTRACTOR will supply books and materials to create a MTSS lending library.

EXHIBIT B
Payment/Invoice Schedule
HUMBOLDT COUNTY OFFICE OF EDUCATION
Fiscal Year 2015-16

4. The maximum amount payable by COUNTY to CONTRACTOR und this Agreement is Eighty Seven Thousand Five Hundred Fifty Dollars (\$87,550.00).
5. CONTRACTOR agrees to perform all services required in the Scope of Work (Exhibit A) for an amount not to exceed such maximum dollar amount.
6. CONTRACTOR will submit itemized invoices to the COUNTY, no later than January 30, 2016, April 30, 2016 and August 15, 2016.
7. CONTRACTOR will submit invoice(s) to:

DHHS-MH Financial Services
507 F Street
Eureka, CA 95501
8. CONTRACTOR'S Budget is set forth as page 2 of Exhibit B and incorporated as part of this Agreement.
9. CONTRACTOR will submit an itemized invoice, attached hereto as page 3 of Exhibit B and incorporated as part of this Agreement.

EXHIBIT B
Budget
HUMBOLDT COUNTY OFFICE OF EDUCATION
Fiscal Year 2015-16

Two Day Workshop	Unit Cost	QTY	Group Costs
Presenters (Nancy)	\$1,000.00	2	\$2,000.00
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 Location @ HCOE	\$1,320.00	2	\$2,640.00
Catering (included) \$10 per day per person	\$10.00	150	\$1,500.00
HERC Overhead for registration	\$5.00	80	\$400.00
Materials/Books	\$30.00	80	\$2,400.00
Printing	\$100.00	1	\$100.00
Sub-Total Expenses			\$10,380.00
HCOE Indirect	7.50%		\$778.50
Total Expenses			\$11,158.50
Follow-Up Support Per Site Cost (Includes 3 site visits)	Unit Cost	QTY	Group Costs
Nancy @ \$100/hr	\$800.00	3	\$2,400.00
Materials/Printing	\$250.00	1	\$250.00
Monthly County-Wide Coalition PLC Meeting Materials	\$200.00	10	\$2,000.00
Sub-Total Expenses			\$4,650.00
HCOE Indirect	7.50%		\$348.75
Total Expenses per site			\$4,998.75
TOTAL for all 10 sites		10	\$49,987.50
Nancy's travel costs			
Nancy Travel	\$1,000.00	3	\$3,000.00
Nancy Meals	\$56.00	9	\$504.00
Nancy Hotels	\$100.00	9	\$900.00
			\$4,404.00
Staff Development to support sustainable coalition	Unit Cost	QTY	Group Costs
Travel for Peter and identified HCOE staff for direct support	\$3,000.00	2	\$6,000.00
Attendance at National PBIS Conference	\$2,000.00	3	\$6,000.00
Ongoing technical and curriculum support by Nancy	\$5,000.00	1	\$5,000.00
Books and materials for MTSS lending library	\$5,000.00	1	\$5,000.00
			\$22,000.00
TOTAL FOR ALL ACTIVITIES			\$87,550.00

