

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

This Memorandum of Understanding (“MOU”), entered into this 21 day of September, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the Humboldt County Office of Education, a California governmental entity, hereinafter referred to as “HCOE,” is made upon the following considerations:

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

WHEREAS, the Multi-Tiered System of Support (“MTSS”), 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 learning communities in a myriad of domains; and

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

WHEREAS, HCOE has requested from COUNTY a one-time allocation of Seventy-Four Thousand Five Hundred Twenty-Three Dollars and Forty-Three Cents (\$74,523.43), for the purpose of funding the continued development of a 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 – Behavioral Health (“DHHS – Behavioral Health”) finds that the MTSS Coalition is in the public interest and the requested allocation is required to ensure the continued development thereof; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the continued support of a 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 Seventy-Four Thousand Five Hundred Twenty-Three Dollars and Forty-Three Cents (\$74,523.43) for the continued development of a MTSS Coalition, including, without limitation, the provision of professional training and support services that are designed to assist with the development of in-county expertise regarding MTSS.

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 as if set forth in full. In providing such services, HCOE agrees to fully cooperate with the DHHS – Behavioral Health Director, or a designee thereof, hereinafter referred to as “Director.”

3. TERM:

This MOU shall begin on July 1, 2021 and shall remain in full force and effect until June 30, 2022, unless sooner terminated as provided herein.

4. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this MOU, if HCOE fails to adequately perform the services required hereunder within the time limits specified herein, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

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

C. Termination due to Insufficient Funding. COUNTY’s obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide HCOE seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

D. Compensation upon Termination. In the event this MOU is terminated, HCOE shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by HCOE.

5. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is Seventy-Four Thousand Five Hundred Twenty-Three Dollars and Forty-Three Cents (\$74,523.43). HCOE hereby agrees to perform any and all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable 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 as if set forth in full.

C. Additional Services. Any additional services not otherwise set forth herein, shall not be provided by HCOE, or compensated by COUNTY, without COUNTY’s prior written authorization. Any and 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 estimated date upon which the maximum payable amount will be reached.

6. PAYMENT:

HCOE shall submit to COUNTY quarterly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this MOU no later than thirty (30) days after the end of each calendar quarter. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this MOU shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County DHHS – Behavioral Health
Attention: Financial Services
MHBFinancialServices@co.humboldt.ca.us

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Behavioral Health
Attention: Emi Botzler-Rodgers, Behavioral Health Director
720 Wood Street
Eureka, California 95501

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

8. REPORTS:

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

B. Year-End Cost Reports. If applicable to a specific local, state or federal funding source covered by this MOU, HCOE shall submit an unaudited year-end cost report, which includes, an accurate and complete statement of any and all costs and expenses incurred pursuant to the terms and conditions of this MOU, within sixty (60) days after the end of each fiscal year in which services are provided hereunder. HCOE shall also submit a final year-end cost report within sixty (60) days after the expiration or termination date of this MOU. Year-end cost reports shall be separated into each type of service provided pursuant to the terms and conditions of this MOU in accordance with any and all applicable local, state and federal fiscal reporting requirements, as well as any and all written instructions and/or guidelines provided by COUNTY. COUNTY

may suspend any payments due hereunder until past due year-end cost reports are received. If an accurate and complete year-end cost report is not submitted within one hundred (100) days after the end of any fiscal year in which services are provided pursuant to the terms and conditions of this MOU, any and all amounts covered by the outstanding year-end cost report shall be repaid to COUNTY.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. HCOE hereby 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. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, without limitation, the costs associated with the administration of 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 hereby agrees that COUNTY has the right to monitor any and all activities related to this MOU, including, without limitation, the right to review and monitor HCOE's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this MOU. HCOE shall cooperate with a corrective action plan, if deficiencies in HCOE's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of HCOE's performance hereunder.

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, without limitation: 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 Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

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, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time.
- 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, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the 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 or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

14. DRUG-FREE WORKPLACE CERTIFICATION:

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

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 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 HCOE's Drug-Free Policy as a condition of employment.

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- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this MOU and/or ineligibility 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.

16. INSURANCE REQUIREMENTS:

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

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

HCOE: Humboldt County Office of Education
Attention: 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, without limitation, overtime, retirement, leave or workers' compensation benefits. HCOE shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. HCOE hereby agrees to comply with any and 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.
- B. Licensure Requirements. HCOE hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this MOU.
- C. Accessibility Requirements. HCOE hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. HCOE hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Humboldt County Local System of Care. HCOE hereby agrees to comply with any and all applicable provisions of the Humboldt County Local System of Care, which is attached hereto as Exhibit D – Local System of Care and incorporated herein by reference as if set forth in full.

19. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

21. PROTOCOLS:

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

22. 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.

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23. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party'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 either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

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

25. WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU which may then exist on the part of HCOE. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and HCOE shall promptly refund, any funds disbursed to HCOE, which COUNTY determines were not expended in accordance with the terms and conditions of this MOU.

26. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

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

27. AMENDMENT:

This MOU may be amended at any time upon the mutual consent of both parties. No addition to, or alteration of, this MOU shall be valid unless made in writing and signed by the parties hereto.

28. 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.

29. 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, information and reports for its records. In the event this MOU is terminated, for any reason whatsoever, HCOE shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

30. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in

the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, 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. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

HCOE shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this MOU. 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, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

33. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

34. SURVIVAL OF PROVISIONS:

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.

35. 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.

36. 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.

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37. INDEPENDENT CONSTRUCTION:

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

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

39. 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.

40. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

41. 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

Date: 08/08/2021

Name: Chris Hartley

Title: Superintendent

COUNTY OF HUMBOLDT:

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

Date: 9/21/21

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Kauffman
Risk Management

Date: 08/30/2021

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form
- Exhibit D – Local System of Care

EXHIBIT A
SCOPE OF SERVICES
Humboldt County Office of Education
For Fiscal Year 2021-2022

HCOE will employ a Prevention and Intervention Specialist to assist with the continued development and support of a local MTSS Coalition.

1. SERVICES:

A. Provision of Professional Training Services. The training services provided pursuant to the terms and conditions of this MOU shall include, without limitation:

1. Holding quarterly Professional Learning Community events that are designed to provide PBIS teams with training regarding strategies for building sustainability, increasing fidelity of implementation and identifying a network of local expert resources.
2. Holding quarterly Professional Learning Community events that are designed to provide identified site-based coaches with training regarding coaching strategies, fidelity measures and professional development techniques.
3. Holding quarterly Professional Learning Community events, and/or providing a series of professional development opportunities, that are focused on increasing awareness of Adverse Childhood Experiences.

B. Provision of Professional Support Services. The support services provided pursuant to the terms and conditions of this MOU shall include, without limitation:

1. Visiting schools implementing the PBIS and MTSS models with assistance by the California PBIS Coalition, as appropriate.
2. Providing technical assistance that is designed to foster sustainable system change through implementation of the MTSS and PBIS models, Restorative Practices and Academic, Social and Emotional interventions targeting all student groups. All technical assistance provided pursuant to the terms and conditions of this MOU shall focus on trauma informed practice and equitable educational opportunities for all students, and identification of local resources in order to build a network of trained school personnel to move toward alternative discipline practices.

2. PLACE OF PERFORMANCE:

HCOE shall provide the professional training and support services required pursuant to the terms and conditions of this MOU 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 2021-2022

1. RATE OF COMPENSATION:

COUNTY shall compensate HCOE for any and all costs and expenses incurred pursuant to the terms and conditions of this MOU at the following maximum rate of compensation:

Personnel Costs	
Title: Prevention and Intervention Specialist	
Salary: 50% of \$90,876.12	\$45,438.06
Benefits: 50% of \$46,836.96	\$23,418.48
Indirect Costs: 50% of \$11,333.79	\$5,666.89
Total:	\$74,523.43

2. IN-KIND MATCH:

HCOE shall be responsible for the following in-kind match of any and all costs associated with the employment of a Prevention and Intervention Specialist pursuant to the terms and conditions of this MOU:

Personnel Costs	
Title: Prevention and Intervention Specialist	
Salary: 50% of \$90,876.12	\$45,438.06
Benefits: 50% of \$46,836.96	\$23,418.48
Indirect Costs: 50% of \$11,333.79	\$5,666.89
Total:	\$74,523.43

EXHIBIT C

SAMPLE INVOICE FORM
Humboldt County Office of Education
For Fiscal Year 2021-2022

INVOICE

Humboldt County Office of Education

Date:

Invoice #

TO Department of Health and Human Services
Behavioral Health Financial Services
MHBFinancialServices@co.humboldt.ca.us

MULTIPLE TIERED SYSTEM OF SUPPORT AND PREVENTIVE INTERVENTION	
DESCRIPTION	AMOUNT
TOTAL	

Make all checks payable to Humboldt County Office of Education

EXHIBIT D

LOCAL SYSTEM OF CARE
Humboldt County Office of Education
For Fiscal Year 2021-2022

Child services are part of the local System of Care (“SOC”), therefore HCOE will operate within all applicable principles of the local SOC:

1. Providing effective, community-based services and supports for children and their families which coordinate with other systems to address their emotional, social, educational and physical needs, including, without limitation, traditional and nontraditional services as well as natural and informal supports.
2. Provide individualized services in accordance with the unique potentials and needs of each child and family, guided by a strengths-based planning process and an individualized service plan developed in true partnership with the child and family.
3. Ensure that services and supports include evidence-informed practices and/or interventions supported by practice-based evidence, as agreed upon with COUNTY, to ensure the effectiveness of services and to improve outcomes for children and their families. This includes selecting, training and implementing practices with fidelity and tracking of outcomes associated with intervention using standardized outcome measurement tools.
4. Deliver services and supports within the least restrictive and most normative environments that are clinically appropriate.
5. Ensure that families, other caregivers and youth are full partners in all aspects of the planning and delivery of their own services. HCOE is also encouraged to include family and youth voice in development and implementation of policies and procedures that govern care for children and youth in their organization.
6. Ensure that services are well coordinated with other child-serving agencies with which the child and/or family may be involved to assure integrated care management.
7. Practice care management at the service level to ensure that multiple services are delivered in a coordinated and therapeutic manner and that children and their families can move through the system of services in accordance with their changing needs.
8. Provide developmentally appropriate mental health services and supports that promote optimal social and emotional outcomes for young children and their families in their homes and community when the HCOE serves children zero (0) to five (5) years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth eighteen (18) to twenty-one (21) years of age to adulthood and to the transition age youth and adult service systems as needed.
10. Encourage participation in local mental health promotion, prevention and early identification and intervention opportunities.
11. Incorporate continuous accountability and quality improvement mechanisms to track, monitor and manage the quality, effectiveness and outcomes at the program level, practice level and child and family level.
12. Protect the rights of children and families and promote effective advocacy efforts.

13. Provide services and supports without regard to race, religion, national origin, gender, gender expression, sexual orientation, physical disability, socio-economic status, geography, language, immigration status or other characteristics, and ensure that services are sensitive and responsive to these differences.