

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
FIRST 5 HUMBOLDT
FOR FISCAL YEARS 2023-2024 THROUGH 2026-2027**

This Memorandum of Understanding (“MOU”), entered into this ____ day of ____, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and First 5 Humboldt, a county-level government entity, hereinafter referred to as “FIRST 5,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services (“DHHS”), and FIRST 5, by and through its Children and Families Commission, have agreed to work collaboratively to expand the provision of services to substance use disorder impacted families participating in, or at risk of participation in, the Yurok and Hoopa Family Wellness Courts, by identifying and serving pregnant women with known histories of substance use, pregnant women with current substance use and mothers with children under five (5) years of age who have been impacted by substance use disorder (“Target Population”), as part of the California Department of Social Services’ Road to Resilience Partnership Grant Program (“Project”) in Humboldt County; and

WHEREAS, COUNTY and FIRST 5 desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding implementation of the Project in Humboldt County.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, COUNTY and FIRST 5 hereby mutually agree as follows:

1. RESPONSIBILITIES OF COUNTY:

- A. Humboldt County Department of Health and Human Services – Child Welfare Services. The Child Welfare Services division of the Humboldt County Department of Health and Human Services (“DHHS – Child Welfare Services”) shall establish a procedure for making Project referrals for members of the Target Population that have been assigned for an in-person investigation, that are receiving ongoing services or have been identified as not meeting the criteria for investigation.
- B. Humboldt County Department of Health and Human Services – Behavioral Health. The Behavioral Health division of the Humboldt County Department of Health and Human Services (“DHHS – Behavioral Health”) shall establish a procedure for making Project referrals for members of the Target Population needing linkage to additional behavioral health services at any stage in the initial intake, assessment, service provision and discharge processes.
- C. Humboldt County Department of Health and Human Services – Public Health. The Public Health division of the Humboldt County Department of Health and Human Services (“DHHS – Public Health”) shall collaborate with FIRST 5 to build a collaborative system of care that strategically addresses perinatal substance use, treatment and prevention.
- D. Humboldt County Department of Health and Human Services – Administration. The administrative division of the Humboldt County Department of Health and Human Services (“DHHS – Administration”) shall ensure that each DHHS division responsible for collaborating with FIRST 5 pursuant to the terms and conditions of this Agreement will make arrangements to have a near-director level designee at the quarterly “Road to Resilience Partnership

Roundtable” meetings held by FIRST 5. In addition, DHHS – Administration shall ensure that the goals and objectives of the Project are discussed at quarterly Perinatal Substance Use Disorder meetings in order to further Project implementation and continually improve coordination within the network.

2. RESPONSIBILITIES OF FIRST 5:

- A. Coordination with Neonatal Clinics. FIRST 5 shall contract with participating neonatal clinics to process Project referrals from DHHS – Child Welfare Services, DHHS – Behavioral Health and DHHS – Public Health, as applicable, and provide in-home case management services to, and make referrals to other community agencies and resources for, eligible members of the Target population, as needed.
- B. Training and Support. FIRST 5 shall collaborate with DHHS, the participating neonatal clinics and other participating agencies to identify and prioritize health navigator and support personnel training needs, including, without limitation, training regarding parenting and trauma-informed practices.
- C. Community Education. FIRST 5 will collaborate with DHHS – Public Health to build a collaborative system of care that strategically addresses perinatal substance use, treatment and prevention.

3. TERM:

This MOU shall become effective upon execution by both parties and shall remain in full force and effect until June 30, 2027, unless extended by a valid amendment hereto or sooner terminated set forth herein.

4. TERMINATION:

- A. Termination for Cause. Either party may terminate this MOU, in the event the other party materially defaults in performing any obligation set forth herein, or violates any local, state or federal laws, regulations or standards applicable to its performance hereunder, and such default or violation continues uncured for a period of thirty (30) days following written notice thereof.
- B. Termination without Cause. Either party may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination.

5. FINANCIAL OBLIGATIONS:

Neither party shall be compensated by the other party for the performance of the duties and obligations set forth in this MOU.

6. 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.

FIRST 5: First 5 Humboldt Children and Families Commission
Attention: Mary Ann Hansen, Executive Director
325 Second Street, Suite 201

Eureka, California 95501

COUNTY: Humboldt County Department of Health and Human Services
Attention: Connie Beck, Director
507 F Street
Eureka, California 95501

7. REPORTING REQUIREMENTS:

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

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after the expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. Each party hereby agrees to make any and all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all local, state and federal laws, regulations or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters connected with its performance hereunder, 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 performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

9. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 1400.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical

Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in 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 promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards..

10. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the administration of public assistance and social services programs. Each party hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to, discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time.
- B. Nondiscriminatory Delivery of Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee, or applicant for employment, because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. Each party further assures that it 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 the California Code of Regulations are incorporated herein by reference as if set forth in full.

11. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, FIRST 5 certifies that that it is not a Nuclear Weapons Contractor, in that FIRST 5 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. FIRST 5 hereby 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 FIRST 5 subsequently becomes a Nuclear Weapons Contractor.

12. DRUG-FREE WORKPLACE CERTIFICATION:

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

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

13. HOLD HARMLESS AND 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 or obligations contained herein, except such damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees, volunteers, licensees, invitees, assignees or subcontractors.

- 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 any and 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 pursuant to the terms and conditions of this MOU.

14. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations hereunder, 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 insurance and professional liability insurance policies.
- B. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

FIRST 5: First 5 Humboldt Children and Families Commission
Attention: Mary Ann Hansen, Executive Director
325 Second Street, Suite 201
Eureka, California 95501

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

15. 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. Each party shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance

hereunder.

- B. Licensure Requirements. Each party hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to its performance hereunder.
- C. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

17. 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 conditions of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if any such provision is not included, or incorrectly stated, the parties shall amend the pertinent sections to make such insertions or corrections.

18. 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.

19. 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.

20. 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.

21. ASSIGNMENT:

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

22. 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.

23. NO WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

24. 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.

25. 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.

26. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this MOU, the parties shall make every reasonable attempt to resolve the problem within thirty (30) days of becoming aware of the dispute. Each party agrees to cooperate with the other party in trying to reasonably resolve all disputes, including, if requested by either party, appointing senior representatives to meet and engage in good faith negotiations regarding resolution of the dispute. Senior representatives of the parties shall meet in person, at a mutually agreeable location in Humboldt County, within thirty (30) days of receiving written notice of a dispute, unless otherwise agreed upon by the parties. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar local, state law, regulation or rule of court. Each party further agrees that informal dispute resolution, including, without limitation, mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

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 and 395.

29. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation,

television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOU before such interviews take place. Each party shall be entitled to have a representative present at any and all interviews concerning the subject matter of this MOU. All notices required by this provision shall be provided in accordance with the notice requirements set forth herein.

30. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this MOU.

31. 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.

32. 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.

33. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses 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.

34. 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.

35. 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.

36. 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.

37. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

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

FIRST 5 HUMBOLDT:

By: Mary Ann Hansen
May Ann Hansen, Executive Director

Date: _____

COUNTY OF HUMBOLDT:

By: _____
Rex Bohn, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: 01/21/2024






FY 23-24 First Five Humboldt Road to Resilience Partnership Program MOU - final

Final Audit Report

2024-01-08

Created:	2024-01-08
By:	Laurel Johnson (LJohnson@co.humboldt.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP934nS2EnPQqkCvq9daRntp_ZXt6vT4S

"FY 23-24 First Five Humboldt Road to Resilience Partnership Program MOU - final" History

-  Document created by Laurel Johnson (LJohnson@co.humboldt.ca.us)
2024-01-08 - 11:30:19 PM GMT
-  Document emailed to Mary Ann Hansen (mhansen@co.humboldt.ca.us) for signature
2024-01-08 - 11:30:54 PM GMT
-  Email viewed by Mary Ann Hansen (mhansen@co.humboldt.ca.us)
2024-01-08 - 11:31:28 PM GMT
-  Document e-signed by Mary Ann Hansen (mhansen@co.humboldt.ca.us)
Signature Date: 2024-01-08 - 11:31:47 PM GMT - Time Source: server
-  Agreement completed.
2024-01-08 - 11:31:47 PM GMT