

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES –
PUBLIC HEALTH
AND
RECIPIENT
FOR FISCAL YEARS 2019-20 WITH AUTOMATIC ANNUAL RENEWAL**

This Memorandum of Understanding (MOU), entered into this ____ day of _____ 2019, by and between the Humboldt County Department of Health and Human Services – Public Health, hereinafter referred to as “DHHS-PHB,” and [AGENCY], hereinafter referred to as “RECIPIENT,” is made upon the following considerations:

WHEREAS, DHHS-PHB manages the Hospital Preparedness Program (HPP), a federal grant administered through the state’s California Department of Public Health (CDPH). HPP prepares the health care system to save lives through the development of regional health care coalitions (HCCs); and

WHEREAS, HCCs are groups of health care and response organizations that collaborate to prepare for and respond to medical surge events. HCCs incentivize diverse and often competitive health care organizations to work together. Humboldt and Del Norte Counties’ HPP fund and support the Redwood Coast Healthcare Coalition (RCHC); and

WHEREAS, health care organizations in Humboldt and Del Norte Counties establish membership in RCHC by signing the bi-county-approved Governance Agreement. RCHC members are eligible to request reimbursement for equipment, supplies, and other resources to enhance their facilities’ preparedness and response capabilities and advance the HPP grant workplan administered through DHHS-PHB; and

WHEREAS, pursuant to the terms and conditions of the HPP grant, DHHS-PHB may use HPP funding to purchase tangible resources like ventilators, mobile medical units, and pharmaceutical caches, to support RCHC members’ preparedness; and

WHEREAS, DHHS-PHB and RECIPIENT desire to enter into a MOU which sets forth each party’s rights and responsibilities regarding the purchasing and/or reimbursement of emergency preparedness resources to strengthen the regional healthcare system’s emergency preparedness and response.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF DHHS-PHB:

DHHS-PHB agrees to use HPP funds to strengthen RCHC member emergency preparedness and response, with all of the following terms and conditions:

- A. DHHS-PHB shall solicit requests from RECIPIENT for DHHS-PHB to reimburse, or purchase on behalf of RECIPIENT, HPP funding-eligible emergency preparedness equipment, supplies and resources, when there is available funding to expend.
- B. DHHS-PHB shall review and determine the outcome of requests made by RCHC members based on the following criteria:
 - a. Request is allowable under HPP grant guidelines
 - b. Funding amount has been allocated in the HPP budget
 - c. Request meets emergency preparedness and response needs as prioritized by DHHS-

PHB and/or committee designated by DHHS-PHB.

- C. DHHS-PHB shall inform RECIPIENT of approval or denial of requests within 30 days of final HPP grant approval by CDPH and provide clear processes for purchasing and invoicing of approved expenditures.
- D. DHHS-PHB shall reserve the right to directly purchase approved requests for bulk purchasing and/or other cost-saving benefits, and shall inform RECIPIENT of this determination along with notification of approval of their request.
- E. DHHS-PHB shall initiate purchase of approved requests within 30 days of notifying RECIPIENT of approval of request, if DHHS-PHB has determined direct purchasing to be most appropriate, as outlined under item D. DHHS-PHB shall distribute approved requests within 30 days of receiving the approved equipment, supplies, or resources.
- F. DHHS-PHB shall process reimbursement of approved requests within 30 days of receipt of a zero-balance due invoice from RECIPIENT.
- G. DHHS-PHB shall maintain inventory database of all expenditures and request RECIPIENT's records of purchased and reimbursed equipment, supplies, and resources.

2. RIGHTS AND RESPONSIBILITIES OF RECIPIENT:

RECIPIENT agrees to the following terms and conditions if approved for the reimbursement or purchase of emergency preparedness equipment, supplies, travel, training and resources under the HPP grant guidelines:

- A. RECIPIENT shall provide information and supporting documentation as requested by DHHS-PHB for purchase and reimbursement requests to be considered.
- B. RECIPIENT shall follow County of Humboldt purchasing guidelines.
- C. RECIPIENT shall follow County of Humboldt Travel and Meal Policy.
- D. RECIPIENT shall provide invoices, with a zero-balance due, of approved expenditures prior to reimbursement.
- E. RECIPIENT is the owner of equipment, supplies and resources acquired through the process outlined in the MOU, and is therefore responsible for the maintenance and any other associated costs. In the event the MOU is terminated, the RECIPIENT maintains ownership of any acquired equipment, supplies and resources under the MOU.
- F. RECIPIENT shall maintain, and provide upon request of DHHS-PHB, accurate records and current status and use of purchased and reimbursed equipment, supplies and resources.

3. TERM:

This MOU shall begin upon execution by both parties and shall remain in full force and effect until August 1, 2020 and will automatically renew for additional one (1) year terms unless written notice of non-renewal is given by either party at least ninety (90) days before the expiration of the current term.

4. TERMINATION:

- A. Breach of Contract. Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU, or violates any ordinance, regulation or other law applicable to its performance hereunder.
- B. Insufficient Funding. DHHS-PHB 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, DHHS-PHB shall, at its sole discretion, determine whether this MOU shall be terminated. DHHS-PHB shall provide RECIPIENT seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

5. 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.

DHHS-PHB:

Humboldt County DHHS – Public Health
Attention: Public Health Emergency Preparedness
529 I Street
Eureka, California 95501

RECIPIENT:

Insert address here

7. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to preserve accurate and complete records, documents and other evidence relating to the use of approved purchases, and to maintain and preserve said records for a period of five (5) years after the expiration or termination of 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. Audit Costs. In the event of an audit exception or exceptions related to the execution of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

8. NON-DISCRIMINATION COMPLIANCE:

- A. 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 local, state or federal laws, regulations or standards. Nothing herein shall be construed to require employment of unqualified persons.

- B. 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 and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2 of the California Code of Regulations are incorporated into this MOU by reference as if set forth in full.

10. COMPLIANCE WITH APPLICABLE LAWS AND HPP GRANT REQUIREMENTS:

Each party agrees to comply with any and all local, state and federal laws, regulations and standards applicable to its performance hereunder.

11. 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, the parties agree to amend the pertinent section to make such insertion.

12. REFERENCE TO LAWS AND RULES:

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 thereof.

13. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this MOU specific. All such protocols may be negotiated, determined and agreed upon by RCHC voting-eligible membership or both parties hereto.

14. 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.

15. 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.

16. 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.

17. 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.

18. DISPUTE RESOLUTION:

Each party hereto agrees to make their best efforts to resolve any and all disputes arising hereunder, or relating hereto, by good faith discussion whenever possible. If either party believes that a breach of this MOU has occurred, or is not satisfied that a dispute has been resolved, either party may request to meet and confer with the Humboldt County Administrative Officer and the other party.

19. SURVIVAL:

The duties and obligations of the parties set forth in Section 7 – Record Retention and Inspection shall survive the expiration or termination of this MOU.

20. 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.

21. 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.

22. 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.

23. 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, 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.

24. 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.

25. 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. 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.

26. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that they are duly authorized and have 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]

DRAFT

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

[AGENCY]:

By: _____

Date: _____

Name: _____

Title: _____

DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC HEALTH BRANCH:

By: _____

Date: _____

Michele Stephens, Public Health Director
*(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors on
TBD*

LIST OF EXHIBITS:

- Exhibit A – County of Humboldt Purchasing Policy
- Exhibit B – County of Humboldt Travel and Meal Policy