
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of the ____ day of ____, 2019 by and between the County of Humboldt, by and through its Department of Health and Human Services (hereinafter COUNTY), and First 5 Humboldt Children and Families Commission (hereinafter First 5 Humboldt), collectively (the PARTIES).

1. PURPOSE

This MOU defines the respective roles and responsibilities of COUNTY and First 5 Humboldt in a partnership to expand services to Substance Use Disorder Impacted families participating in, or at risk of participation in, the Yurok and Hoopa Family Wellness Courts, through the California Department of Social Services (CDSS) Road to Resilience Partnerships 2019-2022 grant program (hereinafter “the Project”). The purpose of the Project is to identify and serve pregnant women with known histories of substance use, pregnant women with current substance use, and mothers impacted by substance use disorder with children under age 5 (collectively, the “target population”)

2. RESPONSIBILITIES

A. COUNTY Responsibilities

For the Project, working in collaboration with First 5 Humboldt, COUNTY will do the following:

(1) DHHS - Child Welfare Services Division

- a. Establish a procedure for making program referrals for members of the target population identified via Child Welfare Service’s (CWS) intake for families that are evaluated out (i.e., not meeting the criteria for investigation). Many of these families have substance use indications and will benefit from early intervention to prevent later entry into CWS.
- b. Establish a procedure for making program referrals via CWS’s Emergency Response and Ongoing programs, directly referring clients who meet the target population and are assigned for an in person CWS investigation or opened to ongoing CWS services.

(2) DHHS - Mental Health Branch

- a. Establish a procedure for making program referrals for members of the target population identified. Once a member of the target population is identified at any stage in the process (initial intake, assessment, during service provision, at discharge), a referral to the program will be made. Adults, identified by

Behavioral Health assessments, as part of the target population, and needing linkage to additional services, will be referred to the project.

(3) DHHS - Public Health Branch:

- a. Humboldt County Maternal, Child and Adolescent Health (MCAH) will coordinate with the First 5 Humboldt Road to Resilience project with the joint objective of building a collaborative system of care that strategically addresses perinatal substance use, treatment, and prevention.
- b. Humboldt County Public Health Branch will collaborate with the First 5 Humboldt Road to Resilience project in the development of a public education campaign with the goal of reducing substance use disorder among pregnant women.

(4) General COUNTY Responsibilities

- a. Each of the DHHS programs collaborating with the the First 5 Humboldt Road to Resilience project will make arrangements to ensure the participation of Director or a near-director level designee at “Road to Resilience Partnership Roundtable” meetings quarterly. In addition, the participating DHHS programs may build Road to Resilience project partnership work into quarterly Perinatal SUD meetings, to discuss implementation and continually improve coordination within the network.

B. FIRST 5 HUMBOLDT RESPONSIBILITIES

For the Project, working in collaboration with COUNTY, First 5 Humboldt will do the following:

(1) Contracts with Neonatal Clinics

- a. First 5 Humboldt will contract with participating clinics to provide health navigators to pregnant women experiencing SUD and mothers experiencing SUD with children aged birth to 5.
- b. Clinic-employed navigators will process referrals from DHHS-CWS, DHHS-MH, and DHHS-PH as applicable, and will provide in-home case management services to eligible Native women, infants, and their families. In addition, clinic-employed navigators will refer to community agencies and resources as needed.

(2) Training and Support

- a. First 5 Humboldt will work with DHHS, the clinics and other participating agencies to identify and prioritize navigator and support personnel training

needs, including training on parenting and trauma-informed practices.

(3) Community Education

- a. First 5 Humboldt will collaborate with Humboldt County Public Health Branch to identify community education messages related to the effects of substance use and treatment options and reduction of stigma around medically assisted treatment.

(4) Collaboration with Humboldt County Maternal, Child and Adolescent Health

- a. First 5 Humboldt collaborate with MCAH with the joint objective of building a collaborative system of care that strategically addresses perinatal substance use, treatment, and prevention.

3. TIME OF PERFORMANCE

- A. This MOU shall become effective on July 1, 2019, and will remain in effect for three years ending June 30, 2022.

- B. Unless terminated by either party prior to June 30, 2022, by written agreement of the parties, this MOU may be extended from July 1, 2022 through June 30, 2024 to allow for continuation of services.

4. CHANGES AND AMENDMENTS

Any modification to this MOU shall be executed, in writing, and signed by an authorized representative of each party.

5. FINANCIAL OBLIGATIONS

There shall be no compensation paid by either party to the other party for services provided under this MOU.

6. NO PARTNERSHIP

This MOU is not intended to constitute, create, give effect, or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. Both parties will remain independent contractors, each responsible for its own employees, costs, risks, liabilities, and expenses incurred in the performance of this MOU. Each party will bear the cost of discharging its own responsibilities.

7. TERMINATION

- A. This MOU may be terminated by either party, at any time, with or without cause, upon 30 days' written notice one to the other.

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- B. If either party defaults in its performance, the nondefaulting party shall promptly notify the other in writing of such default. If the defaulting party fails to cure a default within 30 days after notification or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then the nondefaulting party may choose to immediately terminate this MOU.

8. RESTRICTIONS, LIMITATIONS, OR CONDITIONS

This MOU is subject to any additional restrictions, limitations, or conditions enacted by the state and/or federal governments that may affect the provisions, terms, of this MOU.

9. HOLD HARMLESS AND INDEMNIFICATION

- A. First 5 Humboldt shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly, or through, or by its officers, agents, or employees) in connection with First 5 Humboldt's duties and obligations under this MOU and any amendments hereto.
- B. COUNTY shall indemnify, defend, and hold harmless First5 Humboldt and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly, or through, or by its officers, agents, or employees) in connection with COUNTY's duties and obligations under this MOU and any amendments hereto.
- C. Notwithstanding Paragraphs A. and B., in the event that First 5 Humboldt and COUNTY are both held to be negligently, or willfully responsible, First 5 Humboldt and COUNTY will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees.

10. NON-DISCRIMINATORY EMPLOYMENT

- A. In connection with the execution of this MOU, the PARTIES shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), 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), military service, or any other classifications protected by federal, state, or local laws, or ordinances. This policy does not require the employment of unqualified persons.

- B. The PARTIES further assure that they will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code section 10000, CDSS MPP Division 21, and other applicable federal and state laws to ensure that employment practices are non-discriminatory.
- C. The PARTIES shall comply with United States Executive ORDER 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 as supplemented and amended in 45 CFR, part 60. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.

11. NON-DISCRIMINATORY DELIVERY OF SOCIAL SERVICES

- A. The PARTIES agree that they will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 4450 et seq as amended and other applicable federal and state laws and their implementing regulations, all as outlined in California DSS Manual Division 21.
- B. The PARTIES agree to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religion or religious creed, color, age (over 40), 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), military service, or any other classifications protected by federal, state, or local laws or ordinances be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal or state financial assistance.
- C. The COUNTY reserves the right to monitor First 5 Humboldt for compliance

with the requirements of this paragraph and Division 21.

12. CONFIDENTIAL INFORMATION

- A. In the performance of this Agreement, First 5 Humboldt may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. First 5 Humboldt shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

13. DISPUTE RESOLUTION

If the PARTIES fail to mutually to agree on any matters under this MOU, or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this MOU, the PARTIES shall submit the matter to resolution in accordance with the following procedures:

A. Informal Procedures

- (1) If there is a disagreement, dispute or alleged breach arising out of or in connection with this MOU, the disputing party shall attempt to reach an informal resolution.
- (2) The Disputing party shall provide a written statement to the other describing the general nature of the claim.
 - a. The statement must indicate that it is the first statement of a formal dispute resolution process.
 - b. The statement need not be complete and does not limit the claim(s) of either party in any further action or procedure.
- (3) Within ten business days of the receipt of the statement, the respective COUNTY Department Heads and/or First 5 Humboldt Director shall meet and confer in good faith to either: (1) Resolve the matter and set forth such resolution in writing; or, (2) Define the dispute in writing including a description of each party's position, proposed resolution(s) and projects or tasks that would be affected.
- (4) If the respective COUNTY Department Heads and/or the First 5 Humboldt Director fail to resolve the matter, within ten business days of such failure to agree, each party shall meet and confer in good faith with

the Director of Health and Human Services and the Chair of the Board of First 5 Humboldt, or their designees, to attempt to further resolve the matter. The description of the dispute as written by the respective Department Heads and/or First 5 Humboldt Director shall serve as the basis for further attempts at resolution.

- (5) A resolution of the matter shall be memorialized in writing and incorporated into this Agreement.

B. Formal Procedures

In the event the parties are unable to reach an informal resolution pursuant to paragraph A., this MOU will be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this MOU will be litigated in the State of California and venue will lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure sections 394 and 395.

14. MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, First 5 Humboldt shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or her designee.

15. NOTICES

Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or to any other person shall be in writing and either served personally or sent by certified mail, return receipt requested to the respective addresses as set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

First 5 Humboldt
Mary Ann Hansen
325 Second St. Suite 201
Eureka, CA 95501

COUNTY
Director Connie Beck

Humboldt County Department of Health and Human Services
507 F St.
Eureka, CA 95501

16. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

First 5 Humboldt certifies by its signature below that First 5 Humboldt is not a Nuclear Weapons Contractor, in that First 5 Humboldt 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 Humboldt 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 Humboldt becomes a nuclear weapons contractor.

17. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the COUNTY OF HUMBOLDT and First 5 Humboldt. There are no terms, conditions or obligations made or entered into by the parties other than those contained in this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU the day and year first written above.

FIRST 5 Humboldt

COUNTY OF HUMBOLDT

MARY ANN HANSEN

REX BOHN

Executive Director

**Chair, Humboldt County
Board of Supervisors**