

**INTER-DEPARTMENTAL MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
HUMBOLDT COUNTY PROBATION DEPARTMENT  
AND  
HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FOR FISCAL YEARS 2022-2023 THROUGH 2024-2025**

This Inter-Departmental Memorandum of Understanding (“MOU”), entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the Humboldt County Probation Department, hereinafter referred to as “PROBATION,” and the Humboldt County Department of Health and Human Services, hereinafter referred to as “DHHS,” is made upon the following considerations:

WHEREAS, PROBATION and DHHS originally partnered under the Drug Court Partnership Acts of 1998 and 2002 to establish an Adult Drug Court Program in Humboldt County. Under the Drug Court Partnership Act the State Department of Alcohol and Drug Programs provided grant funding to DHHS specifically for the purpose of creating multi-agency Drug Court Programs; and

WHEREAS in 2011 the State of California enacted AB 118, effectively realigning the previous Drug Court Program allocations to the County via a Drug Court Subaccount, the funds of which shall be used to fund the costs of Drug Court operations and services as those costs were permitted and described by statute and regulation prior to realignment; and

WHEREAS, PROBATION and DHHS desire to enter an agreement which sets forth each party’s rights and responsibilities regarding the sharing of responsibilities for the Adult Drug Court Program.

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

1. RIGHTS AND RESPONSIBILITIES:

A. RIGHTS AND RESPONSIBILITIES OF DHHS:

As described in the next paragraph, DHHS shall provide up to Two-Hundred and Twenty Thousand Dollars (\$220,000) annually to assist in funding the 4.0 FTE allocated to the Adult Drug Court Program. The remaining cost of the program will be funded through the PROBATION general fund allocation.

On a quarterly basis, PROBATION shall submit a claim to DHHS for salary and benefit costs for the Senior Probation Officer (1.0 FTE) and Senior Substance Abuse Counselor (1.0 FTE) assigned to the Adult Drug Court Program. In the event that one or both of these positions is vacant, PROBATION may claim for the salary and benefit costs of the Probation Officer I/II (1.0) and/or the Legal Office Assistant I/II (1.0) positions that also exist in the program. These quarterly claims shall not exceed Two-Hundred and Twenty Thousand Dollars (\$220,000) per fiscal year. This MOU shall allow for a journal transfer from the Substance Abuse Disorder budget unit (1180-425-9283) into the PROBATION Adult Drug Court budget unit (1100-245-9183). Reimbursement journals shall be processed within 30 days of invoice receipt.

B. RIGHTS AND RESPONSIBILITIES OF PROBATION:

PROBATION shall maintain a collaborative therapeutic court program focusing on adult felony probationers who have known alcohol/drug involvement. Under this program offenders are referred

to treatment and other social services within the community, which promote a clean, sober, productive and crime-free lifestyle. Regular monitoring and drug testing by the drug court team support public safety objectives and are reinforced by the use of incentives and graduated sanctions.

PROBATION shall allocate the following staffing to maintain this program:

- 1.0 Senior Substance Abuse Counselor
- 1.0 Senior Probation Officer
- 1.0 Probation Officer I/II
- 1.0 Legal Office Assistant

PROBATION shall submit quarterly claims to DHHS for salary and benefit costs as described in 1.A. above. The quarterly claim shall not exceed Two-Hundred and Twenty Thousand Dollars (\$220,000) per fiscal year.

2. TERM:

This MOU shall begin on July 1, 2022 and shall remain in full force and effect until June 30, 2025, unless sooner terminated as provided herein.

3. 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. Without Cause. Either party may terminate this MOU without cause upon ninety (90) days advance written notice. Such notice shall state the effective date of the termination.

4. 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.

PROBATION: Humboldt County Probation Department  
Attention: Shaun Brenneman, Chief Probation Officer  
2002 Harrison Ave.  
Eureka, California 95501

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

5. REPORTING REQUIREMENTS:

Each party hereby agrees to prepare and submit any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. Any and all reports required hereunder shall be prepared 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.

6. 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 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 either party's 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.

7. 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 conformance 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 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, 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.

8. 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. 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. Notwithstanding anything to the contrary, nothing set forth herein shall be construed to require 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 Title 2 of the California Code of Regulations are incorporated into this MOU by reference as if set forth in full.

9. 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 standards 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 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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. DISPUTE RESOLUTION:

Each party hereto agrees to make their best effort 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.

18. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 6 – Record Retention and Inspection and Section 7 – Confidential Information shall survive the expiration or termination of this MOU.

19. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms and conditions set forth in any other agreements in place between the parties hereto and the terms and conditions of this MOU, the terms and conditions set forth herein shall have priority.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 date first written above.

**HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES:**

By: \_\_\_\_\_  
Connie Beck, Director of Health and Human Services

Date: \_\_\_\_\_

Authority to Execute Authorized by: Humboldt County Board of Supervisors action approving MOU and delegating signatory authority dated 08-09-2022

**HUMBOLDT COUNTY PROBATION DEPARTMENT:**

By: \_\_\_\_\_  
Shaun Brenneman, Chief Probation Officer

Date: \_\_\_\_\_

Authority to Execute Authorized by: Humboldt County Board of Supervisors action approving MOU and delegating signatory authority dated 08-09-2022