

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“*Memorandum*”) is effective as of September 1, 2014, by and between the Superior Court of California, County of San Francisco (“*Court*”) and the City and County of San Francisco (“*County*”) through its Department of Public Health (DPH) (collectively, the “*Parties*”, as may be applicable).

RECITALS

WHEREAS, effective as of January 1, 1998, the Lockyer-Isenberg Trial Court Funding Act of 1997, commonly referred to as AB233, relieved counties from their previous responsibility to fund Court Operations, as defined in California Government Code Section 77003 and California Rule of Court 810 (“*Court Operations*”);

WHEREAS, thereafter the State of California “*State*” assumed responsibility for funding of Court Operations;

WHEREAS, Court requests County, through certain County departments, to provide to Court the services described in this Memorandum;

WHEREAS, the services which County provides to Court shall be charged to Court as specified herein and shall otherwise comply with California Rule of Court 810; and

WHEREAS, County is willing and able to provide said services to Court, and Court agrees to pay for said services.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. **Term of MOU:** This MOU shall become effective September 1, 2014 through August 31, 2015; with an option to renew for an additional one year term upon amendment.
2. **Scope of work:** The goals of the Prevention and Family Recovery (PFR) grant is to expand parent-child services for families with children 0-5 years old participating in the San Francisco Dependency Drug Court (DDC) and to develop a “One Family, One Plan” strategy to integrate parent and child services as seamlessly as possible. To this end, the DPH will assign a full-time (0.25 FTE to be PFR-funded; 0.75 FTE to be funded through DPH as a local match) Public Health Nurse (PHN) and a part-time (0.43 FTE) Children’s Services Coordinator (CSC) to participate as members of the Dependency Drug Court (DDC) team.
 - A. PHN: Shall provide evidence-based, in home parenting education using the SafeCare model; oversee SafeCare referrals and assist in coordination of services; administer and develop health-related assessments; and provide referrals for additional services when needed.
 - B. CSC: Shall oversee children’s service plans, including developmental assessments, medical/dental care, and therapeutic services; report to the DDC team on referrals to and

engagement in identified services; collaborate with DDC team members to identify and eliminate barriers to service engagement; identify opportunities for enhanced parent-child interaction when appropriate (out-of-home cases); coordinate and attend Child and Family Team meetings; and administer the North Carolina Family Assessment Scale (NCFAS) on all families entering DDC.

- C. Both positions will attend all required meetings related to client services, implementation, collaboration, and program evaluation, as well as collect agreed upon data elements to comply with data reporting requirements associated with the PFR grant.
- D. Both positions will attend all mandatory PFR trainings and conferences.

3. Responsibilities:

A. Court Responsibilities:

- i. Assign a point of contact to address all PFR-related questions and activities;
- ii. Facilitate PFR-related meetings, including monthly "team meetings" that include assigned DPH staff;
- iii. Provide any needed resources and information for assigned DPH staff to fully participate in PFR-related meetings and activities, including monthly team meetings, monthly evaluation conference calls, quarterly site visits, and annual leadership meetings;
- iv. Assist in coordination of hotel and airfare, as needed, for annual PFR Leadership Training meetings in 2015;
- v. Approve and purchase SafeCare-related goods and supplies, including but not limited to safety latches, installation tools, dolls for role-playing, and an audio recorder, required implementation fidelity of the SafeCare model and make supplies available to assigned DPH staff (SafeCare PHN);
- vi. Approve and purchase goods and supplies that promote bonding and attachment, literacy, and other developmental or educational goals among children participating in DDC and make supplies available to assigned DPH staff (SafeCare PHN and/or CSC); and
- vii. Collate data from DDC partner agencies, including DPH, and ensure compliance with all PFR-related data reporting and other evaluation requirements.

B. County Responsibilities:

- i. Assign a Public Health Nurse (PHN) to participate as a member of the Dependency Drug Court (DDC) team;
- ii. Provide SafeCare services to DDC-participating families according to mutually agreed upon policies and procedures and serve as a liaison to other SafeCare providers working with DDC-participating families;

- iii. Assign a part-time Children's Services Coordinator (CSC) to participate as a member of the Dependency Drug Court team and administer the North Carolina Family Assessment Scales (NCFAS) assessment on all participating families entering or exiting DDC;
- iv. Facilitate Family Team Meetings according to mutually agreed upon policies and procedures for DDC's "One Family, One Plan" approach;
- v. Collect PFR-required data elements and report data to the PFR point of contact according to mutually agreed upon policies and procedures; and
- vi. Submit timely and complete invoices, including justification of expenditures and documentation of PFR-required matching funds.

C. Joint Responsibilities:

- i. Participate in regular meetings, as needed, to develop and/or review policies and procedures, including but not limited to:
 - SafeCare referral process
 - SafeCare participation and progress reporting
 - Family assessment and reporting procedures (e.g. NCFAS)
 - Children's services tracking and reporting
- ii. Collaborate to document and distribute policies and procedures; and
- iii. Participate in all PFR-required meetings, including monthly team meetings, quarterly site visits, annual leadership meetings, and evaluation conference calls, etc.

4. **Billing and Invoices:**

- A. For services satisfactorily rendered, and upon receipt and approval of invoices, Court agrees to compensate DPH for actual expenditures incurred in accordance with the rates specified in Section 6.
- B. Invoices shall include:
 - i. The MOU number;
 - ii. A unique invoice number;
 - iii. Name and address;
 - iv. Taxpayer identification number;
 - v. Description of the completed and accepted Work, including services rendered by contractual charges, with sufficient detail for identification;
 - vi. Time sheets to validate the hours to support the FTEs under this MOU;
 - vii. Payroll backup that validates the salary and benefits of the FTEs under this MOU; and
 - viii. Preferred remittance address, if different from the mailing address.
 - ix. Invoices shall be submitted for review and approval to:

San Francisco Superior Court
Attention: Lisa Lightman,

400 McAllister Street Room 205
San Francisco, CA 94102

5. Compensation for Services: In consideration of the Services provided to Court by County, and subject to California Rule of Court 810, Court agrees to compensate County as set forth in Section 6 based on actual expenditures. In the event that Court determines that a funding limitation requires a reduction or elimination of service or level of service, the Parties agree that the particular service and/or level of service to be reduced shall be negotiated with, and agreed upon by the Parties before any service reduction is made.

6. Budget:

- A. Budget period September 1, 2014 through August 31, 2015.
- B. This MOU shall not exceed \$99,900.00.
- C. The Public Health Nurse is a 1 FTE, funded at .25 and .75 FTE as a local match.

Position	Cost Description	FTE	Total
SafeCare Public Health Nurse	Salary	.25	\$30,329
	Fringe benefits		\$13,951
<i>Sub Total</i>			<i>\$44,280</i>
Children's Services Coordinator	Salary	.43	\$39,000
	Fringe benefits		\$16,620
<i>Sub Total</i>			<i>\$55,620</i>
<i>Grand Total</i>			<i>\$99,900</i>

7. Relationship of the Parties: The agents and employees of the DPH, in the performance of this MOU, shall act in an independent capacity and not as officers or employees or agents of the Court.

8. Indemnification:

- A. Court shall indemnify and hold harmless and defend DPH, its officers, agents and employees from any and all liability, demands, damages, penalties, fines, interests, costs, or expenses (including reasonable attorneys' fees) that arise out of, or are alleged to arise out of or are in any way connected or incident to the duties or obligations of Court pursuant to this MOU, including any error or omission of Court in performing such duties and obligations, except to the extent that such claims arise out of the active negligence or willful misconduct of DPH, its officers, agents, or employees.
- B. DPH shall indemnify and hold harmless and defend Court, its officers, agents, and employees from any and all liability, demands, damages, penalties, fines, interests, costs, or expenses (including reasonable attorneys' fees) that arise out of, or are alleged to arise out of, or are in any way connected or incident to the duties or obligations of DPH pursuant to this MOU, including any error or omission of DPH in performing such duties and obligations, except to the extent that such claims arise out of the active negligence or willful misconduct of Court, its officers, agents, or employees.

- C. If any third party notifies a Party of any matter (a "Third Party Claim") which may give rise to a claim for indemnification under this MOU, the Party shall notify the other Party in writing within ten (10) calendar days of the Third Party Claim. If Court is conducting the defense of the Third Party Claim in accordance with Section 8 (B), the Court shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim, without the prior written consent of the County, which consent shall not be withheld unreasonably. For purposes of this Section 8 (B), notice shall be deemed served (a) to DPH, if notice is delivered to the DPH, and (b) to Court, if the notice is delivered to the Court Executive Officer.
- 9. Acceptance of Work:** All Goods, Services, and Deliverables are subject to acceptance by the Court. The Court may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, or (ii) are not as warranted. If the Court rejects any Good, Service, or Deliverable, DPH shall modify such rejected Good, Service, or Deliverable at no expense to the Court to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the Court within ten (10) business days after the Court's rejection, unless otherwise agreed in writing by the Court. Thereafter, the parties shall repeat the process set forth in this section until the Court accepts such corrected Good, Service, or Deliverable. The Court may terminate that portion of this MOU which relates to a rejected Good, Service, or Deliverable at no expense to the Court if the Court rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.
- 10. Termination of MOU:** Either Party may terminate this MOU in whole or in part by giving sixty (60) days written notice of a Party's intention to terminate. The authorized representative of either Party shall deliver termination notice to the other Party specifying the extent of termination and effective date thereof. The Parties agree that the MOU shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded. If this MOU terminates before expiration, the Parties agree to file all outstanding claims, invoices, reports, supplies, products, and goods within forty-five (45) calendar days of such termination.
- 11. Termination for Cause:** Pursuant to this provision, the Court may terminate this MOU in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the DPH: i. If the DPH (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this MOU, or (c) so fails to make progress as to endanger performance of this MOU in accordance with its terms, and, after receipt of a written Notice from the Court specifying failure due to any of the preceding three (3) circumstances, the DPH does not cure such failure within a period of five (5) business days or, if authorized in the Notice of failure, a longer period.
- 12. Obligation Subject to Availability of Funds:**
- A. The Court's obligation under this MOU is subject to the availability of authorized funds. The Court may terminate the MOU or any part of the Scope of Work, without prejudice to any right or remedy of the Court, for lack of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this MOU, any individual Work Order or in any Amendment hereto, the Court may, upon written Notice to the DPH, terminate this MOU or any individual Work Order in whole or in part. Such termination shall be in addition to the Court's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by the Prevention and Family Recovery. If the MOU is terminated for non-appropriation: i. The Court will be liable only for payment in accordance with the terms of this MOU for services rendered prior to the

effective date of termination; and ii. The DPH shall be released from any obligation to provide further services pursuant to the MOU as are affected by the termination.

- C. Funding for this MOU in whole or in part through any individual Project beyond the current appropriation year is conditional upon appropriation by the Prevention and Family Recovery of sufficient funds to support the activities described in this MOU. Should such an appropriation not be approved, the MOU or the affected parts will terminate by these terms without any further action of the parties.
- 13. Force Majeure:** Neither Party shall be liable to the other for any delay in or failure of performance; nor shall any such delay in or failure of performance constitute a default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of God, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 14. Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, DPH shall submit to the Court's CEO a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to or involving this MOU, unless the Court, on its own initiative, already rendered such a final decision. Any final decision of the Court shall be expressly identified as such, shall be in writing, and shall be signed by both Parties.
- 15. Amendment and Waiver:** No amendment to this MOU will be effective unless in writing and executed by both Parties. A Party's waiver of enforcement of any of this MOU's terms or conditions is effective only if in writing and executed by both Parties. A Party's specific waiver does not constitute a waiver by that Party of any earlier, concurrent, or later breach or default.
- 16. Severability:** If any part of this MOU is held unenforceable, all other parts remain enforceable.
- 17. Time is of the Essence:** Time is of the essence of DPH's performance of the Scope of Work under this MOU.
- 18. Accounting System Requirement:** The DPH shall maintain an adequate system of accounting and internal controls that meet Generally Accepted Accounting Principles or GAAP for purposes of enabling the Court to exercise its audit rights set forth below.
- 19. Retention of Records:** The DPH shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this MOU for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years after final payment under this MOU. The DPH is also obligated to protect Data and Records adequately against fire or other damage.
- 20. Audit:** The DPH shall permit the authorized representative of the Court or its designee or both at any reasonable time to inspect or audit all Data and Records relating to performance and billing to the Court under this MOU. The DPH further agrees to maintain such Data and Records for a period of four (4) years after final payment under this MOU.

21. Choice of Law and Jurisdiction: California law, without regard to its choice-of-law provisions, governs this MOU. Jurisdiction for any legal action arising from this MOU shall exclusively reside in state or federal Courts located in California, and the Parties hereby consent to the jurisdiction of such Courts.

22. Parties' Representatives: All official notices or communications required to be delivered to a Party under this MOU shall be sent in writing to the Parties' Representatives listed below.

Court Representative
Jennifer Pasinosky
400 McAllister Street, Room 402
San Francisco, CA 94102
(415) 551-5767
jpasinosky@sftc.org

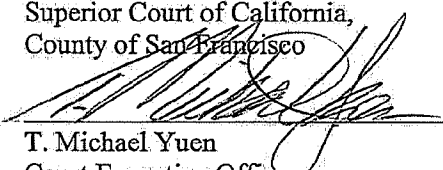
DPH Representative
Shirley Giang
1380 Howard Street, 4th Floor
San Francisco, CA 94103
(415) 255-3416
Shirley.Giang@sfdph.org

23. Entire MOU: This MOU constitutes the entire MOU between the Court and DPH.

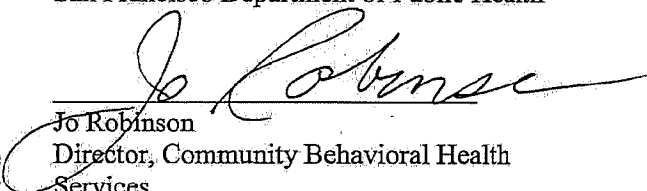
24. Authority and Binding Effect: Each Party warrants it has the authority to enter into this MOU, it may perform the services provided for in this MOU, and its representative who signs this MOU has the authority to do so. Each Party warrants this MOU constitutes a valid and binding obligation of the Party, enforceable in accordance with its terms.

25. Signatures: IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first written above.

Superior Court of California,
County of San Francisco


T. Michael Yuen
Court Executive Officer

San Francisco Department of Public Health


Jo Robinson
Director, Community Behavioral Health
Services