

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
OPEN DOOR COMMUNITY HEALTH CENTERS
FOR FISCAL YEARS 2021-2022 THROUGH 2023-2024**

This Agreement, entered into this ____ day of _____, 2021 by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Open Door Community Health Centers, a California nonprofit corporation, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Public Health (“DHHS – Public Health”), desires to retain a qualified professional to provide clinical support services that are designed to prevent the spread of Hepatitis C in Humboldt County; and

WHEREAS, such work involves the performance of professional, expert, and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced, and qualified to perform the clinical support services required by COUNTY.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR hereby agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Public Health Director, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin on January 1, 2022 and shall remain in full force and effect until June 30, 2024, unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state, or federal law, regulation, or standard applicable to its performance hereunder.

B. Termination without Cause. Either Party may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

C. Termination due to Insufficient Funding. COUNTY’s obligations under this Agreement are contingent upon the availability of local, state, and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement

shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Four Hundred Forty-Five Thousand Eight Hundred Forty-Five Dollars (\$445,845.00). In no event shall the maximum amount paid under this Agreement exceed Two Hundred Sixty-Seven Thousand Five Hundred Seven Dollars (\$267,507.00) for fiscal year 2021-2022 and Eighty-Nine Thousand One Hundred Sixty-Nine Dollars (\$89,169.00) per fiscal year for fiscal years 2022-2023 and 2023-2024. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state, or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY’s prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month in which services are provided hereunder. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Public Health
Attention: Karen Baker, Administrative Analyst
507 F Street, First Floor
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement 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.

COUNTY: Humboldt County DHHS – Public Health
Attention: Karen Baker, Administrative Analyst
529 I Street
Eureka, California 95501

CONTRACTOR: Open Door Community Health Centers
Attention: Afton Hollister, Grant Manager
1275 Eighth Street
Arcata, California 95521

7. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state, and/or federal agencies for compliance with this Agreement. CONTRACTOR 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 Agreement 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 Agreement 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. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents, and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, 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. Such records shall be electronic entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions, and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours for inspection, audit, and reproduction by COUNTY and any other duly authorized local, state, and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state, and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures, and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan if deficiencies in CONTRACTOR's records, policies, procedures, or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state, or federal law. CONTRACTOR 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 Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement 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.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR 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. COUNTY reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.

- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not 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. CONTRACTOR further assures that it, and its subcontractors, 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 herein by reference as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR 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. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR 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:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR'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 every employee who provides services hereunder will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for the award of future contracts.

14. 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, costs, and expenses 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 and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- 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 its proportionate share of liability as determined in any such proceeding. In such cases, each party will bear its own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve either party from liability under this provision. This provision shall apply to 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 by either party hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired, and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. This Agreement shall be included in the waiver of subrogation already in place for other agreements between CONTRACTOR and COUNTY.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities providing services for County under this agreement.
- B. Special Insurance Requirements. Said policies shall unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees, and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.

- d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest, or separation of insureds clause.
2. CONTRACTOR shall not terminate the above-referenced policies until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees, and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

CONTRACTOR: Open Door Community Health Centers
Attention: Koreen Nagle, Risk Manager
1275 Eighth Street
Arcata, California 95521

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation,

overtime, retirement, leave, or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, licensees, invitees, assignees, and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state, and federal laws, regulations, policies, procedures, and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state, and federal licensure, certification, and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR 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. CONTRACTOR 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.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state, and federal restrictions, limitations, or conditions that may affect the terms, conditions, or funding of this Agreement. This Agreement 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.

19. REFERENCE TO LAWS, REGULATIONS, AND STANDARDS:

In the event any law, regulation, or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined, and agreed upon by both parties hereto.

21. SEVERABILITY:

If any provision of this Agreement, 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 Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. 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.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and each of their heirs, executors, administrators, successors, and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future or the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement 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 Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR 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. CONTRACTOR's duty is to exercise such care, skill, and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information, and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information, and reports to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement 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 the venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers, and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security, and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3(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 Agreement.

34. 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 Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, 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.

36. 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 Agreement.

37. 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.

38. ENTIRE AGREEMENT:

This Agreement 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 Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement 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 Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, 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 Agreement, 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 Agreement 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 Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has the legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement 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 Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER.

OPEN DOOR COMMUNITY HEALTH CENTERS:

DocuSigned by:
 By: Tory Starr Date: 1/3/2022
1138A1B89A544C2...
 Tory Starr
 President and Executive Officer

DocuSigned by:
 By: Joseph Demont Date: 1/3/2022
829CCE0771B540F...
 Joseph Demont
 Senior Vice President of Finance

COUNTY OF HUMBOLDT:

By: _____ Date: _____
 Virginia Bass, Chair
 Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
 Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form

EXHIBIT A
SCOPE OF SERVICES
Open Door Community Health Centers
For Fiscal Years 2021-2022 through 2023-2024

1. SERVICES:

- A. Provision of Clinical Support Services. CONTRACTOR shall provide clinical support services to vulnerable and underserved individuals living with, or at high risk of contracting, Hepatitis C in Humboldt County. The clinical support services provided pursuant to the terms and conditions of this Agreement shall include, without limitation, all of the following:
1. Receiving referrals from, and coordinating with, DHHS – Public Health staff and other agencies, as needed.
 2. Coordinating appointments with, and taking calls from, referred individuals within the clinic setting.
 3. Ensuring that referred individuals with a positive Hepatitis C antibody test receive follow-up Hepatitis C testing regardless of insurance coverage, including, without limitation Medi-Cal/Partnership, private insurance, and private pay.
 4. Assisting treatment providers with ordering appropriate laboratory testing when referring patients for Hepatitis C treatment and providing patient outreach for post-treatment laboratory testing.
 5. Initiating authorizations, and following through with prior authorizations, for the provision of Hepatitis C medication, as needed.
 6. Providing outreach to community partners who are providing Hepatitis C testing services to help facilitate the treatment process.
 7. Assisting new Hepatitis C treatment providers and implementing appropriate workflows, as needed.
 8. Providing DHHS – Public Health staff and other agencies with pertinent updates and reports, as needed.
 9. Attending regularly scheduled meetings with various community-based organizations and partners regarding Hepatitis C testing and treatment.
 10. Attending quarterly Humboldt County Hepatitis C Task Force meetings to explore the scope of the Hepatitis C problem in Humboldt County and identify gaps and opportunities along the continuum of care and prevention.
 11. Attending regional and/or statewide meetings as required by the California Department of Public Health.
 12. Collaborating with DHHS – Public Health staff to establish low barrier Hepatitis C confirmatory testing and treatment protocols by April 30, 2022.

13. Collaborating with DHHS – Public Health staff to complete Mid-Year Reports by July 1st of each year in which clinical support services are provided under the terms and conditions of this Agreement.
14. Collaborating with DHHS – Public Health to complete End-of-Year Reports by January 1st of each year in which clinical support services are provided under the terms and conditions of this Agreement.

B. Project Planning and Coordination. CONTRACTOR shall work closely with COUNTY, including, without limitation, attending monthly meetings with appropriate DHHS – Public Health staff, to ensure timely and effective delivery of the clinical support services required under the terms and conditions of this Agreement.

2. ACCEPTANCE CRITERIA:

The effectiveness of the clinical support services provided pursuant to the terms and conditions of this Agreement shall be based on the following minimum requirements and performance standards: at least sixty-five percent (65%) of the individuals referred by COUNTY shall receive follow-up Hepatitis C testing; at least ninety percent (90%) of the individuals who test positive shall receive Hepatitis C care coordination; at least sixty-five percent (65%) of the individuals receiving care coordination will start Hepatitis C treatment; and at least sixty-five percent (65%) of the individuals who start Hepatitis treatment, complete such treatment.

3. REPORTING REQUIREMENTS:

CONTRACTOR shall provide COUNTY with monthly reports regarding patient status, and quarterly staff contact lists, which contain all data elements specified by DHHS – Public Health to assist in appropriate monitoring activities. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports and staff contact lists required hereunder 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 and staff contact lists required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

4. PLACE OF PERFORMANCE:

The clinical support services required pursuant to the terms and conditions of this Agreement shall be provided at various locations throughout Humboldt County.

5. COUNTY RESPONSIBILITIES:

COUNTY, in coordination with other local agencies, will refer approximately two hundred (200) individuals with reactive Hepatitis C antibody test results for confirmatory Hepatitis C testing and treatment navigation per year. COUNTY will provide key DHHS – Public Health staff for collaboration and coordination of client support services, including, without limitation, transportation, scheduling, and housing assistance, to reduce barriers to completion of treatment.

EXHIBIT B
SCHEDULE OF RATES
 Open Door Community Health Centers
 For Fiscal Years 2021-2022 through 2023-2024

COUNTY shall compensate CONTACTOR for the clinical support services provided pursuant to the terms and conditions of this Agreement at the following maximum rates of compensation:

A. Personnel Costs	
Title: Hepatitis C Navigator (0.90 FTE) Duties Description: Acts as an expert resource for all Hepatitis C questions, receives and coordinates referrals from DHHS – Public Health staff and other agencies, works with patients to coordinate appointments in the clinic setting, assists providers with lab ordering and referrals, initiates authorizations for prescription medications, provides training and answers questions to facilitate successful implementation of Hepatitis C collaboration grant and attends meetings and provide updates as requested.	\$185,770.00
Title: Medical Director (0.10 FTE) Duties Description: Provides clinical oversight of the Hepatitis C navigator, assures staff training and support, and attends required meetings.	\$12,480.00
Title: Hepatitis C Consultant – MD (0.10 FTE) Duties Description: Oversees outreach to community organizations and assists with program design.	\$12,989.00
Title: Behavioral Health Consultant – LCSW (0.10 FTE) Duties Description: Assists with program design, trains program staff to achieve more effective interventions, and provides patient support to increase treatment compliance.	\$8,942.00
Title: Laboratory Assistant – Mobile Van and MAT Program (1.0 FTE) Duties Description: Provides mobile laboratory services to assure timely testing and treatment at homeless and substance use disorder treatment clinics.	\$32,006.00
Title: Laboratory Assistant – Community Outreach (0.60 FTE) Duties Description: Provides Laboratory services at non-affiliated partnership locations to assure timely testing and treatment at needle exchange and other similar locations.	\$20,537.00
Title: Registered Nurse – Clinic Manager (0.60 FTE) Duties Description: Assures efficient and supportive transfer to care, trains staff, and develops workflows at various locations throughout Humboldt County.	\$45,742.00
Title: Behavioral Health Clinician – LCSW (0.30 FTE) Duties Description: Acts as an expert to impart knowledge of referral resources and patient eligibility for programs to enhance the capacity for Hepatitis C treatment.	\$18,200.00
Title: Care Team Manager (0.10 FTE) Duties Description: Supports Medical Director and serves as a training resource.	\$4,117.00
Total Personnel Costs:	\$340,783.00
B. Operational Costs	
Title: Laboratory fees Description: Fees associated with laboratory tests needed before insurance coverage can be established to prevent delays in treatment.	\$18,000.00
Title: Disposable phones Description: Disposable phones and additional minutes for patients so the care team can contact them for monitoring and follow-up during treatment.	\$3,500.00
Title: Specialized Freezer Description: Freezer to keep blood specimens adequately cold until testing can be run so the patient does not need to return for additional blood draws.	\$2,416.00
Total Operational Costs:	\$23,916.00

C. Supply Costs	
Title: Meeting supplies Description: General office supplies including but not limited to: pens, pencils, paper, toner, etc.	\$1,800.00
Total Supply Costs:	\$1,800.00
D. Transportation/Travel Costs	
Title: Mileage reimbursement for Community Outreach Lab Assistant Description: Mileage at \$0.50 per mile for outreach vehicle (estimated at 10,080 miles)	\$5,040.00
Total Transportation/Travel Costs:	\$5,040.00
E. Indirect Costs	
Title: Overhead and administrative costs Description: Twenty percent (20%) of total direct costs	\$74,306.00
Total Indirect Costs:	\$74,306.00
Grand Total:	\$445,845.00

Fluctuations of up to ten percent (10%) of salary calculations needed to account for wage increases, new hires, *etc.* are allowable if the total amount of personnel costs does not increase. Any shift of funds to or from the personnel category must be approved in writing by COUNTY. CONTRACTOR may shift up to twenty percent (20%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

EXHIBIT C
SAMPLE INVOICE FORM
 Open Door Community Health Centers
 For Fiscal Years 2021-2022 through 2023-2024

Agency Letterhead

Invoice period

Invoice #

PERSONNEL COSTS	AMOUNT
Hepatitis C Navigator @ X FTE	
Medical Director @ X FTE	
Hepatitis C Consultant @ X FTE	
Behavioral Health Consultant- LCSW @ X FTE	
Laboratory Assistant- Mobile Van and MAT Program @ X FTE	
Laboratory Assistant- Community Outreach @ X FTE	
Registered Nurse- Clinic Manager @ X FTE	
Behavioral Health Clinician- LCSW @ X FTE	
Care Team Manager @ X FTE	
Fringe Benefits @ X % (if not included above)	
Total Personnel Costs:	
OPERATING EXPENSES	AMOUNT
Laboratory Fees	
Disposable Phones	
Specialized Freezer	
Total Operating Expenses:	
SUPPLY COSTS	
Meeting Supplies	
Total Supply Costs:	
TRANSPORTATION/ TRAVEL COSTS	
XX Mileage @ \$0.50/mile	
Total Transportation/ Travel Costs:	
INDIRECT COSTS	
Indirect Expense (XX% of total direct costs)	
Total Indirect Costs:	
Total Invoice Amount:	