

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
FORTUNA SEVENTH-DAY ADVENTIST CHURCH
FOR FISCAL YEARS 2019-2020 THROUGH 2023-2024**

This Agreement, entered into this ____ day of _____, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Fortuna Seventh-day Adventist Church, a California nonprofit religious organization, hereinafter referred to as “FSDAC,” is made upon the following considerations:

WHEREAS, FSDAC maintains and operates the Humboldt Alcohol Recovery Treatment (“HART”) program which provides treatment services to residents of Humboldt County who have been convicted of driving while under the influence of alcohol or other drugs; and

WHEREAS, pursuant to Section 11837.6 of the California Health and Safety Code and Section 9801.5 of Title 9 of the California Code of Regulations (“C.C.R.”), COUNTY, by and through its Department of Health and Human Services – Behavioral Health (“DHHS – Behavioral Health”), is required to monitor the services provided by the HART program in order to ensure compliance with any and all applicable local, state and federal laws, regulations and standards; and

WHEREAS, FSDAC and COUNTY desire to enter into an agreement with sets forth each party’s rights and responsibilities regarding the monitoring services that COUNTY will provide pursuant to California Health and Safety Code Section 11837.6 and 9 C.C.R. Section 9801.5.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

COUNTY shall monitor the operation and administration of the HART program in accordance with the requirements set forth in California Health and Safety Code Section 11837.6, 9 C.C.R. Section 9801.5(b) and any other applicable local, state and federal laws, regulations and standards. The program monitoring services provided pursuant to the terms and conditions of this Agreement shall include, without limitation, performance of an annual site review and provision of an annual written report which contains COUNTY’s findings and recommendations regarding the HART program’s compliance with any and all applicable local, state and federal laws, regulations and standards. In providing such services, COUNTY agrees to fully cooperate with the Executive Director of FSDAC, or a designee thereof.

2. TERM:

The term of this Agreement shall begin on July 1, 2019 and shall remain in full force and effect until June 30, 2024, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

A. Termination for Cause. Either party may immediately terminate this Agreement, upon written notice, in the event the other party materially defaults in performing any of its duties or obligations hereunder, or violates any local, state or federal law, regulation, policy, procedure 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. Compensation upon Termination. In the event this Agreement is terminated, COUNTY shall be entitled to compensation for any and all uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by FSDAC for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Twenty-Seven Thousand Dollars (\$27,000.00). In no event shall the maximum amount paid under this Agreement exceed Five Thousand Four Hundred Dollars (\$5,400.00) per fiscal year for fiscal years 2019-2020 through 2023-2024. COUNTY hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount.
- B. Rate of Compensation. FSDAC shall compensate COUNTY at a flat rate of One Thousand Three Hundred Fifty Dollars (\$1,350.00) per calendar quarter for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement.

5. PAYMENT:

Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made by FSDAC quarterly and all payments shall be made out to the Humboldt County Department of Health and Human Services – Behavioral Health and sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Behavioral Health
Attention: Financial Services
507 F Street
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 – Behavioral Health
Attention: Deanna Bay, Substance Use Disorder Administrator
134 D Street
Eureka, California 95501

FSDAC: Fortuna Seventh-day Adventist Church
Attention: Rhonda Lewis, Executive Director
2331 Rohnerville Road
Fortuna, California 95540

////

7. REPORTS:

Each party hereby agrees to prepare, and provide the other party with, any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. Each party 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 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. Each party hereby agrees to prepare accurate and complete financial, performance and payroll 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 the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents and other evidence 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. Each party hereby agrees to make any and all records, documents and other evidence related to its performance hereunder available, during normal business hours, for inspection, audit and reproduction by any duly authorized local, state and federal agencies. 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 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.

9. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. Each party hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement 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 Department of General Services State Administrative Manual Sections 1600 through 1695; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15, 1280.18, 11812, 11845.5, 123100 and 123149.5; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); 22 C.C.R. Section 51009; 42 U.S.C. Sections 290dd-2, 1320(a) and 1320d through 1320d-8; the United States Health Information Technology and Clinical Health Act (“HITECH Act”); the United States Health Information 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 Parts 160 and 164 of Title 45 of the Code of Federal Regulations (“C.F.R.”), 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; 42 C.F.R. Part 2; and 45

C.F.R. Sections 96.132(e) and 205.50, 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 promptly 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.

10. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, 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 applicable local, state or federal laws, regulations or standards. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. Each party hereby 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, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000, Division 21 of the California Department of Social Services Manual of Policies and Procedures, United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws, regulations and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in 2 C.C.R. Sections 8101, *et seq.*, are incorporated herein by reference as if set forth in full.

11. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, FSDAC certifies that it is not a Nuclear Weapons Contractor, in that FSDAC 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. FSDAC 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 FSDAC subsequently becomes a Nuclear Weapons Contractor.

12. 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 shall bear its proportionate share of liability as determined in any such proceeding. In such cases, each party shall 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.

13. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, throughout the entire term of this Agreement, and any extensions thereof, any and all appropriate comprehensive general liability, automobile liability and workers' compensation insurance policies.
- B. Insurance Notices. Any and all notices regarding the insurance 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

FSDAC: Fortuna Seventh-day Adventist Church
Attention: Rhonda Lewis, Executive Director
2331 Rohnerville Road
Fortuna, California 95540

14. 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 agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

15. 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, procedures and standards applicable to its performance hereunder.
- B. Licensure Requirements. Each party hereby agrees to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements applicable to its performance hereunder, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.

- 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 11135 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 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.

21. AGREEMENT SHALL BIND SUCCESSORS:

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

22. 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 of the breach of any other requirement of this Agreement.

23. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

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

24. 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.

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

26. 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. FSDAC shall inform COUNTY of any and all requests for interviews by the media related to services provided pursuant to the terms and conditions of 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 the Humboldt County Substance Use Disorder Administrator in accordance with the notice requirements set forth herein.

27. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3(C) – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 9 – Confidential Information and Section 12 – Indemnification shall survive the expiration or termination of this Agreement.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has 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.

FORTUNA SEVENTH-DAY ADVENTIST CHURCH:

By: Rhonda Lewis

Date: 4/4/23

Name: Rhonda Lewis

Title: Executive Director

COUNTY OF HUMBOLDT:

By: _____
Steve Madrone, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Krista Freeman
Risk Management

Date: 06-14-2023