

**SUB-GRANT AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
WILLOW GLEN CARE CENTER
FOR FISCAL YEARS 2022-2023 THROUGH 2023-2024**

This Agreement, entered into this 18 day of October, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Willow Glen Care Center, a California corporation hereinafter referred to as "SUB-GRANTEE," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Behavioral Health ("DHHS – Behavioral Health"), has secured Two Million Dollars (\$2,000,000.00) in one-time funding made available through the California State Assembly's Upstream Investments for the North Coast Healthcare Systems Program ("Program") for the establishment and administration of an Adult Crisis Residential Treatment Center in Humboldt County; and

WHEREAS, in accordance with the applicable Program requirements, COUNTY has identified several needs and objectives pertaining to the expenditure of the funding, including, without limitation, the construction, acquisition and/or rehabilitation of structures that are intended to facilitate the establishment and administration of an Adult Crisis Residential Treatment Center in Humboldt County; and

WHEREAS, on July 1, 2021, SUB-GRANTEE was selected to assist COUNTY in developing a Crisis Residential Treatment Center following the issuance of a Request for Proposals regarding the provision of sub-acute transitional mental health, specialty mental health and social rehabilitation services to eligible individuals residing in Humboldt County; and

WHEREAS, SUB-GRANTEE has requested One Million Three Hundred Fifty-One Thousand Five Hundred Twenty-Five Dollars (\$1,351,525.00) in Program funding for the purpose of paying the property acquisition, renovation, administrative and operational costs associated with the establishment and administration of a Crisis Residential Treatment Center in Humboldt County; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the establishment and administration of an Adult Crisis Residential Treatment Center in Humboldt County.

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

1. RIGHTS AND RESPONSIBILITIES OF COUNTY:

COUNTY shall provide SUB-GRANTEE with Program funding, in an amount not to exceed One Million Three Hundred Fifty-One Thousand Five Hundred Twenty-Five Dollars (\$1,351,525.00), for the purpose of funding the establishment and administration of an Adult Crisis Residential Treatment Center in Humboldt County, including, without limitation, compensating SUB-GRANTEE for the property acquisition, renovation, administrative and operational costs associated therewith.

2. RIGHTS AND RESPONSIBILITIES OF SUB-GRANTEE:

SUB-GRANTEE shall acquire, by purchase or lease, a suitable building for the establishment of an Adult Crisis Residential Treatment Center in Humboldt County. COUNTY shall have no ownership

or other possessory rights in the building acquired pursuant to the terms and conditions of this Agreement.

3. TERM:

This Agreement shall begin on July 1, 2022 and shall remain in full force and effect until June 30, 2023, unless extended by a valid amendment hereto or sooner terminated as provided herein.

4. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if SUB-GRANTEE, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standards applicable to its performance hereunder. COUNTY shall have no ownership or other possessory rights in the building acquired hereunder in the event this Agreement is terminated for cause.

B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination. COUNTY shall have no ownership or other possessory rights in the building acquired hereunder in the event this Agreement is terminated without cause.

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 SUB-GRANTEE seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding. COUNTY shall have no ownership or other possessory rights in the building acquired hereunder in the event this Agreement is terminated due to insufficient funding.

D. Compensation upon Termination. In the event this Agreement is terminated, SUB-GRANTEE shall be entitled to compensation for any and all uncompensated costs and expenses incurred pursuant to the terms and conditions set forth herein 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 SUB-GRANTEE.

5. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY pursuant to the terms and conditions of this Agreement is One Million Three Hundred Fifty-One Thousand Five Hundred Twenty-Five Dollars (\$1,351,525.00). In no event shall the maximum amount paid under this Agreement exceed One Million One Hundred Forty-Four Thousand Five Hundred Twelve Dollars (\$1,144,512.00) for fiscal year 2022-2023 and Two Hundred Seven Thousand Thirteen Dollars (\$207,013.00) for fiscal year 2023-2024. In the event that the maximum amount payable for a specified fiscal year is not reached, the remaining balance thereof will be added to the maximum amount payable for the following fiscal year. SUB-GRANTEE hereby agrees to perform any and all obligations 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 A – Schedule of Rates, which is attached hereto and incorporated herein by reference as

if set forth in full. SUB-GRANTEE may shift up to twenty percent (20%) of the budgeted amounts between funding categories, with the exception of pre-open startup expenses, set forth in Exhibit A – Schedule of Rates without COUNTY’s prior written authorization. Any budget shifts exceeding twenty percent (20%) shall require COUNTY’s prior written approval.

C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by SUB-GRANTEE, 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 SUB-GRANTEE.

6. PAYMENT:

SUB-GRANTEE shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement within thirty (30) days after the end of each month. SUB-GRANTEE shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit B – 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 hereunder shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County DHHS – Behavioral Health
Attention: Financial Services
MHBFinancialServices@co.humboldt.ca.us

7. 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: Emi Botzler-Rodgers, Behavioral Health Director
720 Wood Street
Eureka, California 95501

SUB-GRANTEE: Willow Glen Care Center
Attention: Jeff Payne, Executive Director
1547 Plumas Court
Yuba City, California 95991

8. REPORTS:

SUB-GRANTEE 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. SUB-GRANTEE shall submit one (1) hard copy and one (1) electronic copy of any and all reports 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 required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. SUB-GRANTEE 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 original 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 SUB-GRANTEE, 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. SUB-GRANTEE hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. SUB-GRANTEE 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, any and all 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 for the cost of the audit. If the allowable expenditures cannot be determined because SUB-GRANTEE's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

SUB-GRANTEE 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 SUB-GRANTEE's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. SUB-GRANTEE shall cooperate with a corrective action plan, if deficiencies in SUB-GRANTEE'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 SUB-GRANTEE's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, SUB-GRANTEE may receive information that is confidential under local, state or federal law. SUB-GRANTEE 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 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.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, SUB-GRANTEE, 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.
- B. Compliance with Anti-Discrimination Laws. SUB-GRANTEE 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.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, SUB-GRANTEE 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. SUB-GRANTEE'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 pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of SUB-GRANTEE's Drug-Free Policy Statement; and
 - 2. Agree to abide by SUB-GRANTEE'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 award of future contracts.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. SUB-GRANTEE shall hold harmless, defend and indemnify COUNTY, and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, reasonable attorney's fees and other costs of litigation, arising out of, or in connection with, SUB-GRANTEE's 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 COUNTY.
- B. 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 each 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 hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and SUB-GRANTEE 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 SUB-GRANTEE's indemnification obligations set forth herein, SUB-GRANTEE, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following insurance policies, 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 SUB-GRANTEE or its agents, officers, employees, 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. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
- 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, SUB-GRANTEE. 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. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that SUB-GRANTEE shall not terminate such coverage 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, SUB-GRANTEE's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to SUB-GRANTEE'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. SUB-GRANTEE shall furnish COUNTY with certificates and original endorsements effecting 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

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

SUB-GRANTEE: Willow Glen Care Center
 Attention: Jeff Payne, Executive Director
 1547 Plumas Court
 Yuba City, California 95991

17. 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 SUB-GRANTEE shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. SUB-GRANTEE shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. SUB-GRANTEE 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. SUB-GRANTEE 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. SUB-GRANTEE 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. SUB-GRANTEE 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.
- E. Prevailing Wage Requirements. SUB-GRANTEE hereby agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder.

19. 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 is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. 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.

21. 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.

22. 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.

23. 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 SUB-GRANTEE 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.

24. 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.

25. 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. 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 SUB-GRANTEE. 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 SUB-GRANTEE shall promptly refund, any funds disbursed to SUB-GRANTEE which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

26. 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.

27. 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 authorized representatives of the parties hereto.

28. STANDARD OF PRACTICE:

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

29. 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 SUB-GRANTEE shall become the property of COUNTY. However, SUB-GRANTEE may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, SUB-GRANTEE shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

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30. 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.

31. 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. SUB-GRANTEE 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 hereunder shall be given to the DHHS – Behavioral Health Director in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

SUB-GRANTEE 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. SUB-GRANTEE 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.

33. 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, "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.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

35. 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.

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36. 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.

37. 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.

38. 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, zoning, and/or usage issues, regulatory disallowances or changes and property incompatibilities whether or not similar to the foregoing.

39. 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.

40. 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.

41. 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.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

WILLOW GLEN CARE CENTER:

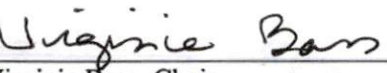
By:  _____
Jeff Payne, Executive Director

Date: 10/12/22

By:  _____
Melissa Lance, Chief Financial Officer

Date: 10/12/22

COUNTY OF HUMBOLDT:

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

Date: 10/18/2022

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Phillips, Amanda Digitally signed by Phillips, Amanda Date: 2022.10.12 13:20:07-0700 _____
Risk Management

Date: 10/12/2022

LIST OF EXHIBITS:

- Exhibit A – Schedule of Rates
- Exhibit B – Sample Invoice Form

EXHIBIT A
SCHEDULE OF RATES
 Willow Glen Care Center
 For Fiscal Years 2022-2023 through 2023-2024

Funding Category	Description	Approximate Cost
A. Pre-Purchase Costs	Described Below	\$19,000.00
B. Project Team Costs	Described Below	\$150,762.00
C. Facility Lease	Described Below	\$150,000.00
D. Renovations	Described Below	\$645,000.00
E. House Furniture	Described Below	\$20,000.00
F. Staff Furniture	Described Below	\$25,000.00
G. Appliances	Described Below	\$15,000.00
H. Technology	Described Below	\$25,000.00
I. Fixtures	Described Below	\$15,000.00
J. Supplies	Described Below	\$26,000.00
K. Facility vehicle	Described Below	\$10,000.00
L. Pre-open startup	Described Below	\$100,000.00
M. Post-open startup	Described Below	\$150,763.00
Total		\$1,351,525.00

Basic Category Descriptions:

Category A: Pre-Purchase Costs – \$19,000

All costs associated with locating, vetting, and securing an appropriate property for this program will fall under this category. These costs may consist of but will not be limited to the following: travelling to and lodging in the Eureka area, engineering/architectural drawings, payment for contractor bids/estimates on work to be done, realtor fees, consulting fees related to neighborhoods, zoning issues, etc. All such costs will be incurred between January 1, 2022, and escrow closing on the selected property.

Category B: Facility Lease – \$150,000

County will reimburse Willow Glen up to \$10,000 per month for costs related to the building lease and utilities (water, electric, garbage, etc.). Such reimbursement will cease after the second month of operations are underway, at which point the program's revenue will cover all lease and utility costs.

Category C: Project Management and Administrative Costs – \$150,762

All costs associated with the project management team's efforts to usher this project from the close of escrow to the opening of the program. These costs may consist of but will not be limited to, travel, lodging, per diem, recruitment, marketing, advertising, fiscal oversight and billing, storage of FF&E (Furniture Fixtures, and Equipment), location security, superintendent fees, business office/accounting fees, project management salaries, office space lease, etc.

Category D: Building Renovations – \$645,000

All costs associated with the renovation and upgrading the selected building and grounds will fall under this category. These costs may consist of but will not be limited to the following: professional and para-

professional planning (architectural, civil engineering, etc.), supplies (lumber, paint, flooring, etc.) and work performed by contractors (demolition, roofing, flooring, tile, windows, doors, electrical, cabinetry, landscaping, fencing, decking, concrete work, carpentry, fire-suppression system, solar, painting, finishing, plumbing, grading/paving of designated parking areas, etc.

Category E: House Furniture – \$20,000

All furniture purchased or leased for the client rooms and common areas will fall under this category. These costs may consist of but will not be limited to the following: bedroom furniture (beds, chairs, dressers, lamps, nightstands, garbage cans, laundry baskets, etc.), common area furniture (couches, chairs, tables, lamps, shelving units, outdoor furniture, etc.

Category F: Staff Furniture – \$25,000

All staff and office furniture purchased or leased will fall under this category. These costs may consist of but will not be limited to the following: desks, file cabinets, shelving units, storage containers, chairs, office seating, etc.

Category G: Appliances – \$15,000

All household appliances will fall under this category, unless included in category D as part of an area renovation. These costs may consist of but will not be limited to the following: washing machines, washers, dryers, refrigerators, freezers, microwaves, coffee-makers, toaster-ovens, kitchen mixers, BBQs, etc.

Category H: Technology – \$25,000

All technology deemed appropriate for the facility or grounds will fall under this category unless it falls under categories C, E, or F. These costs may consist of, but will not be limited to the following: televisions, computers, stereos, Blu-ray players, fans, entertainment systems, gaming systems, security systems/cameras, IT support/installation, copy machines, etc.

Category I: Fixtures – \$15,000

All fixtures, décor, and the like will fall under this category unless they fall under categories D or E. These costs may consist of but will not be limited to the following: curtains, blinds, artwork, lamps, flowers/plants, aquariums, etc.

Category J: Supplies – \$26,000

All household/facility supplies will fall under this category. These costs may consist of but will not be limited to the following: office supplies, housekeeping supplies, activities/group supplies, kitchen/cooking supplies.

Category K: Facility Vehicle Upgrades – \$10,000

Any updates/upgrades to the facility vehicle, parking area, or associated items will fall under this category. These costs may consist of but will not be limited to the following: the addition of a wheelchair lift, seat alterations, headroom alterations, access alterations/additions.

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Category L: Pre-Open Startup – \$100,000

All costs associated with the pre-open startup phase of 4-6 weeks will fall under this category. These costs may consist of but will not be limited to the following: employee recruitment, training, and onboarding, employee wages, employee certifications, clinical services, administrative services, resupply of household items, building/program “finishes”, open house events, security.

Category M: Post-Open Startup – \$150,763

All costs associated with first month of operations will fall under this category. To ensure a positive cashflow, these funds will be paid prior to services being rendered.

