

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, ON BEHALF OF
HUMBOLDT STATE UNIVERSITY**

This Memorandum of Understanding (MOU) is entered into this _____ day of _____ 2022, by and between THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, ON BEHALF OF HUMBOLDT STATE UNIVERSITY (“HSU”), and the County of Humboldt, a political subdivision of the State of California (“COUNTY”).

WHEREAS, COUNTY, by and through its Department of Health & Human Services-Public Health, North Coast AIDS Project (“NorCAP”) will partner with HSU’s Student Health Center to provide HIV prevention services on HSU’s campus. These services will be provided by COUNTY, at no cost to HSU students pursuant to the terms and conditions of this MOU.

In connection with the execution of this MOU, HSU and COUNTY mutually agree as follows:

1. **RIGHTS AND RESPONSIBILITIES OF COUNTY:** COUNTY will provide the following HIV prevention services through the NorCAP mobile outreach vehicle on HSU’s campus:
 - A. Rapid HIV and Hepatitis C (HCV) testing and counseling.
 - B. Linkages to medical care for individuals who test HIV/ HCV positive. Individuals who test positive for HIV/HCV are eligible for: linkages to medical providers, insurance coverage, and other patient assistance programs.
 - C. Pre-exposure prophylaxis (PrEP) navigation services. PrEP is a daily medication that helps prevent an HIV-negative person from getting HIV from a sexual or injection-using partner. Individuals who test negative for HIV are eligible for PrEP navigation services, which include HIV risk screening, linkages to PrEP prescribing medical providers, insurance coverage, and other patient assistance programs.
 - D. Linkages to other programs and services, as appropriate. These include but are not limited to: additional sexually transmitted infection (STI) testing, substance abuse treatment, and intimate partner violence services.
 - E. Medi-Cal patient navigation services including application for Medi-Cal coverage, determining coverage and payment requirements, and other patient assistance programs.
 - F. Confidential Communications Requests (CCRs) to provide privacy for students still on their parent’s insurance.
 - G. Distribution of safer sex supplies and education on how to properly use them.
 - H. COUNTY will not need HSU to provide electrical hookups, computers, phones, or any other equipment. The NorCAP program van is self-contained with everything needed to provide HIV prevention services to HSU students, pursuant to the terms and conditions of this MOU.

2. **RIGHTS AND RESPONSIBILITIES OF HSU:** HSU will make space available during each academic year to park the NorCAP program van on campus, and permit COUNTY staff to provide HIV prevention services to HSU students per the following schedule:
 - A. Two to four times per month from 9:00 am - 3:00 pm (8:45 am for set-up - 3:15 for break down). Dates will be agreed upon by HSU and the COUNTY.
 - B. During special events such as National Coming Out Day, World AIDS Day, and other sexual health events.
 - C. The van will be allowed to park next to the Student Health Center in the "Health Center Emergency Parking Only" parking spaces.
 - D. The schedule of dates, times, and locations may be adjusted upon the mutual written consent of both parties.

3. **TERM:** This MOU shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2025, unless sooner terminated as provided herein.

4. **TERMINATION:**
 - A. **Termination for Cause.** Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU, or violates any laws, regulations or standards applicable to its performance hereunder.

- B. Termination without Cause. Either party may terminate this MOU without cause upon thirty (30) days advance written notice to the other party. Such notice shall state the effective date of the termination.
 - C. Termination due to Insufficient Funding. COUNTY's obligations under this MOU 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 MOU shall be terminated. COUNTY shall provide HSU seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
5. NOTICES: Any and all notice required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Healthy Communities
Attention: Karen Baker
908 7th Street
Eureka, CA 95501

HSU: The Board of Trustees of the California State University - Contracts & Procurement
Attention: Cisco Haggerty
1 Harpst Street
Arcata, CA 95521
or email at: procure@humboldt.edu

6. CONFIDENTIAL INFORMATION:

- A. California State Privacy Statute. The right to privacy/confidentiality for reproductive health services for individuals age 12 and older is guaranteed by statute in the State of California. In the performance of this MOU, the parties agree to abide by all applicable local, state, and federal laws, regulations, policies, procedures, and standards regarding a patient's privacy rights. The parties acknowledge that COUNTY abides by all applicable local, state, and federal laws, regulations, policies, procedures, and standards relating to reporting suspected abuse to appropriate agencies, including but not limited to, law enforcement or child welfare services.
 - B. Disclosure of Confidential Information. In the performance of this MOU, HSU may receive information that is confidential under local, state, or federal law. HSU 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, but not limited to: 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 ("HIPPA") and any current and future implementing regulations promulgated thereunder, including, without limitation, 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.
 - C. Continuing Compliance with Confidentiality Laws. Each party hereby acknowledges that local, state, and federal laws, regulations, and standards pertaining to confidentiality, electronic data security, and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPPA, the HITECH Act, the CMIA, and any other applicable local, state, and federal laws, regulations, or standards.
7. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE: By executing this MOU, HSU certifies that it is not a Nuclear Weapons Contractor, in that HSU 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. HSU agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if HSU subsequently becomes a Nuclear Weapons Contractor.

8. 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, expenses, and costs 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 their 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 MOU 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.

9. INSURANCE REQUIREMENTS: COUNTY shall furnish to HSU, prior to the commencement of work, an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for COUNTY with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; The certificate of insurance shall provide:

- A. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to HSU;
- B. That the State of California, the Trustees of the California State University, and the employees, volunteers, officers, and agents of each of them, are included as additional insured, but only insofar as the operations under this MOU are concerned;
- C. Workers' Compensation insurance coverage for its employees as required by the State of California.

10. RELATIONSHIP OF PARTIES: It is understood that this is an MOU 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, volunteers, students, and subcontractors.

11. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereto agrees to comply with any and all local, state, and federal laws, regulations, policies, procedures, and standards, including, without limitation, any and all local, state, and federal licensure, certification, and accreditation requirements, applicable to its performance hereunder.
- B. Accessibility Requirements. Each party hereto 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.
- C. Conflict of Interest Requirements. Each party hereto 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.

12. PROVISIONS REQUIRED BY LAW: This MOU is subject to any additional local, state, and federal restrictions, limitations, or conditions that may affect the terms, conditions, or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

13. REFERENCE TO LAWS, REGULATIONS AND STANDARDS: In the event any law, regulation, or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

14. PROTOCOLS: Each party agrees that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined, and agreed upon by each party in writing with a 30-day written notice hereto.
15. SEVERABILITY: If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.
16. ASSIGNMENT: Neither party shall delegate its duties nor 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 MOU. 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.
17. AGREEMENT SHALL BIND SUCCESSORS: All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors, and permitted assigns.
18. NO WAIVER OF DEFAULT: The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.
19. NON-LIABILITY OF OFFICIALS AND EMPLOYEES: No official or employee of either party shall be personally liable for any default or liability under this MOU.
20. AMENDMENT: This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.
21. JURISDICTION AND VENUE: This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this MOU shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.
22. SURVIVAL OF PROVISIONS: The duties and obligations of the parties set forth in Section 6 – Confidential Information and Section 8 – Indemnification shall survive the expiration or termination of this MOU.
23. 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 MOU, the terms and conditions set forth herein shall have priority.
24. INTERPRETATION: This MOU, as well as its individual provisions, shall be deemed to have been prepared equally for each 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.
25. INDEPENDENT CONSTRUCTION: The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.
26. FORCE MAJEURE:
 - A. Neither Party shall be liable for any failure to perform its obligations under this Contract for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, third-party labor strikes or lockouts, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemics, pandemics, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event.").

- B. The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Contract, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract.
- C. Notwithstanding any other term in this Contract, including, but not limited to, the foregoing subsections of this section, during the period of a Force Majeure Event affecting performance by Contractor, CSU may elect to do all or any of the following:
- i. suspend the Contract for the duration of the Force Majeure Event and be relieved of any payment obligation for goods or services not delivered or accepted due to the Force Majeure Event;
 - ii. obtain elsewhere the goods or services not delivered or accepted due to the Force Majeure Event;
 - iii. extend the time for Contractor's performance by a period equal to the duration of the Force Majeure Event; and/or
 - iv. terminate the Contract as to any goods or services not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.
27. ENTIRE AGREEMENT: This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings, and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.
28. COUNTERPART EXECUTION: This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state, and federal laws, regulations, and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.
29. AUTHORITY TO EXECUTE: Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, this MOU has been executed by the parties hereto, upon the date first above written.

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, HUMBOLDT:

J.S.F.
Jennifer Sanford (Aug 16, 2022 11:50 PDT)
Jennifer Sanford, Interim Executive Director
Student Health & Wellbeing Services

Date: Aug 16, 2022

C. Haggerty
Cisco Haggerty (Aug 16, 2022 08:23 PDT)
Cisco Haggerty
Contracts Specialist, Contracts & Procurement

Date: Aug 16, 2022

COUNTY OF HUMBOLDT:

Sofia Pereira, Public Health Director
(Pursuant to the authority granted by the
Humboldt County Board of Supervisors
on _____ [Item _____])

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

Phillips, Amanda Digitally signed by Phillips, Amanda
Date: 2022.08.16 15:01:12 -0700

Risk Management

Date: 08/16/2022