

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION
FOR FISCAL YEAR 2020-2021**

This Agreement, entered into this ____ day of _____, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Humboldt State University Sponsored Programs Foundation, a 501(c)3 non-profit corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services ("DHHS") – Public Health desires to retain a qualified professional to provide Adverse Childhood Experiences (ACEs) training to medical providers; 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 training services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR 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 upon execution by both parties and shall remain in full force and effect until June 30, 2021, 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. COUNTY and CONTRACTOR 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 rendered 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 services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is ONE HUNDRED TEN THOUSAND Dollars (\$110,000.00). In no event shall the maximum amount paid under this Agreement exceed ONE HUNDRED TEN THOUSAND Dollars (\$110,000.00) for fiscal year 2020-2021. CONTRACTOR agrees to perform 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.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum dollar 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 dollar amount will be reached.

5. PAYMENT:

CONTRACTOR is a subawardee of the ACEs Aware Training Program administered by Aurrera Health Group on behalf of the California Department of Health Care Services. CONTRACTOR shall submit to COUNTY monthly invoices itemizing all costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the thirtieth (30th) day of each month. CONTRACTOR shall submit a final invoice for payment within thirty days following the expiration or termination date of this Agreement. Payment for services rendered, and 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: Financial Services
507 F Street
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms 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
908 7th Street
Eureka, CA 95501

CONTRACTOR: Humboldt State University Sponsored Programs Foundation
Attention: Angela Turner, Grants Specialist
1 Harpst Street, SBS 427
Arcata, CA 95521

7. REPORTS:

CONTRACTOR 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 hereunder 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 hereunder 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 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 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 to 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. 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 of

administering 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 CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will 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, 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.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge 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.

11. NON-DISCRIMINATION COMPLIANCE:

- A. 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 local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

- B. 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 and/or federal laws and regulations, 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 into this Agreement by reference and made a part hereof 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 award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. The parties to this agreement shall hold harmless, defend and indemnify the other parties hereto and their 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, attorney's fees and other costs of litigation, arising out of, or in connection with, its 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 either party.
- 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 their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR'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.

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, shall take out and maintain, throughout the term of this Agreement, and any extension 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, 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. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR’s responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain 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, 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. 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. It is further understood that CONTRACTOR 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, 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 provisions 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 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 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 to be given pursuant to the terms and conditions of this Agreement 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: Humboldt State University Sponsored Programs Foundation
Attention: Angela Turner, Grant Analyst
1 Harpst Street, SBS 427
Arcata, CA 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.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

- A. General Legal Requirements. CONTRACTOR 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 further agrees to comply with any and all applicable 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 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 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 is not correctly 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:

Both parties agree 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 to each of their heirs, executors, administrators, successors and permitted assigns.

24. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement 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. 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 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 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. 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:

COUNTY and CONTRACTOR both shall have royalty-free, exclusive, and irrevocable license to reproduce, publish, use, and to authorize others to do so, all documents, information, reports, original writings, sound recordings, pictorial reproductions, drawings, computer programs, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR agrees to deliver a reproducible copy of such documents and materials to the COUNTY on completion of the services required in this Agreement, or in the event of termination of this Agreement, for any reason whatsoever. The rights to any pre-existing materials and Indigenous knowledge used by the CONTRACTOR in the production of materials under this agreement are retained solely by the CONTRACTOR and are not subject to the delivery and sharing requirement.

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 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 all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. 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, "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 3D – 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, 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 between 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 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 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.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By:  _____

Date: 09/08/2020

Name: Kacie Flynn

Title: Executive Director

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Name: _____

Title: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____
Risk Management

Date: 9/21/2020

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C - ACEs Aware Training Evaluation Form

EXHIBIT A
SCOPE OF SERVICES
Humboldt State University
For Fiscal Years 2020 - 2021

Humboldt State University, Child Development Department will provide two trainings on Adverse Childhood Experiences (ACEs). Ka'm-t'em supplemental training focuses on increasing the awareness of ACEs of Indigenous children, families, and communities while building community capacity for resilience of young children and their families. Curriculum for this training will be developed by Dr. Kishan Lara-Cooper, professor and chair of the Child Development Department at Humboldt State University and Indigenous community professionals (and Ka'm-tem authors). 0-5 supplemental training focuses on increasing the awareness of ACEs among medical professionals and building community capacity for resilience of young children and their families. Developed by two faculty members (PI: Hyun-Kyung You and CO-PI: Carol West) in the Child Development Department at Humboldt State University.

1. SERVICES:

Ka'm-t'em supplemental training for medical providers and their staff will target approximately 200 participants and is a three-part supplemental training that infuses the history of genocide, trauma, on-going oppression, and tools to healing with its impacts on child development. Trainings will utilize concepts from a California Indigenous publication, "Ka'm-t'em: A Journey Toward Healing" to highlight historical, social, and cultural considerations to creating safe spaces for Indigenous clients. In addition, trainers will utilize hands-on activities, lecture, and group discussions in self-reflection including implicit and explicit biases; shifting the paradigm of institutional frameworks to nurture safe spaces; and strategies to implementation in the field. Trainers will be mindful to create a supportive environment that models a culturally sensitive pedagogy.

0-5 supplemental training, a total of 6 hours of online training will be offered up to 30 medical professionals (per cohort) who provide screenings to children and work directly with young children and their families. The training will be approached from multiple angles and focus on the interactive nature of human development. Trainees will have opportunities to view ACEs from an individual level through young children's neural development and stress-response systems. As young children (ages 0- 5) are the most vulnerable population affected by toxic stress from ACEs, early and prolonged exposure to abuse, neglect, and household dysfunction can be detrimental to their healthy development. Moving toward an interactive level, young children's development will be discussed in terms of their relationship with others. Children's resilience is largely dependent on their stable and dedicated relationships with others (e.g., parent, grandparent, foster care parent, childcare provider, etc.). Yet, the children experiencing ACEs in their households may lack such a relationship. A community level will discuss children's experiences within their socio-cultural contexts and its relationship to ACEs. Medical professionals can influence the development and well-being of young children from these multiple levels. The proposed training will encourage participants in reflective practices so that the knowledge can grow into building a system of a supportive network not only for young children and their families but also for themselves.

2. SCHEDULE:

Contract Period: June 30, 2020 – June 29, 2021		
Time	Phase	Strategies
<i>September 2020 – December 2020</i>	Development: Training Content	<ul style="list-style-type: none"> • Establish virtual training technology • Create content for 0-5 Provider Trainings • Create content for Ka'm-t'em: A Journey Toward Healing training • Create training materials • Establish Continuing Education Units (CEU)/Continuing Medical Education (CME) process • Collect evaluation
<i>January 2020 – February 2020</i>	Development: Training Content	<ul style="list-style-type: none"> • Launch virtual trainings • Coordinate registration • Coordinate CEU/CME as needed • Collect evaluation and enter data
		<ul style="list-style-type: none"> •
<i>March 2021 – June 2021</i>	Implementation: Training Execution	<ul style="list-style-type: none"> • Coordinate registration • Hold virtual trainings • Coordinate CEU/CME as needed • Collect evaluation and enter data

3. DELIVERABLES:

CONTRACTOR agrees to adhere to all requirements set forth in the Aurrera Health Group contract with COUNTY for compliance with this Agreement.

- Attend monthly technical assistance (TA) and update meetings with Aurrera Health Group ACEs Aware Initiative grant liaison
- Attend other technical assistance events as needed
- Provide training content to Aurrera grant liaison for approval 30 days prior to training date
- Follow monthly reporting schedule
- Follow quarterly invoicing schedule
- Use ACEs Aware grantee logo on training materials
- Coordinate training registration
- Hold no less than one (1) of each three-part supplemental virtual trainings (Ka'm-t'em and 0-5)
- Coordinate CEU/CME as needed
- Collect evaluation and enter data

4. ACCEPTANCE CRITERIA:

Deliverables will be considered to be complete and accepted once the following criteria and standards are met:

- Meetings are attended
- Trainings are held
- Training content is developed
- Training materials are created/procured

- Evaluations are administered (see Exhibit C for required evaluation form)
- Evaluation data is collected, entered and submitted
- Reports and invoices are submitted on time
- CEU/CMEs are given to qualifying participants

5. REPORTING REQUIREMENTS:

All ACEs Aware Grantees are required to submit the following reports in order to receive the full disbursement of grant funds during the contract year:

- Quarterly quantitative data reports, as specified for each grant type and category
- Narrative progress reports at the mid-point and end of the 12-month contract period (instructions and a template for this reporting requirement will be provided later in 2020)
- At the end of each quarter of the contract period, Grantee will submit to Aurrera Health Group Consulting a plan for the following quarter of grant activities.
- Grantee will submit a summary of each convening/training to include numbers of attendees, summary of the content delivered, and participant evaluation results, within 2 weeks after each event. A reporting template will be provided.

The Grantee will be required to report on the following data elements in the quarterly reports. Additional anecdotal and best practices information may be requested from Grantees on a periodic basis as a means of promoting the ACEs Aware initiative. The Grantee will have access to the ACEs Aware Grantee Portal in July 2020. All reports must be submitted through this portal.

Provider Training Grants

Note: Grantees will submit their proposed Training Curricula for all provider training grants to Aurrera Health Group for review at least 30 days before the first training is executed.

Provider Training – Supplemental Trainings

- Grantees will report on the following:
 - Number of trainings executed (by in-person, virtual)
 - Types and number of credits offered (if applicable)
 - Topics/summary of each training
 - Number of providers who completed each training
 - Provider type (e.g. physician, nurse practitioner, etc.)
 - Provider specialty (e.g. OB/GYN, Internal Medicine)
 - Practice setting
 - Geographic location/community served
 - Training evaluation results -- Note: Grantees are required to collect the same evaluation metrics as used in the Becoming ACEs Aware training (found in Exhibit C), so that results can be aggregated and compared across all core trainings.

Interim and Final Grant Reports

In addition to the data elements to be requested above, Grantees will be expected to submit a 5-10 page “interim” grant report within 30 days of the close of Q2 of the grant period, and a “final” report within 30 days of the close of Q4. These reports should include anecdotal information about the positive results and lessons learned from the grant activities and share any best practices that could be replicated going forward. The report would also include elements like a narrative description of the most successful methods the organization used to promote activities, and any mid-course corrections made in response challenges that occurred. Aurrera Health Group will provide a template for these reports in the fall of 2020.

CONTRACTOR 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 hereunder 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 hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

6. PLACE OF PERFORMANCE:

Humboldt County, California

7. COUNTY RESPONSIBILITIES:

COUNTY is the point of contact with the Aurrera Health Group. COUNTY will inform contractor of any correspondence that effects program delivery. COUNTY will provide targeted communications to promote Ka'm-t'em and 0-5 supplemental trainings.

8. RESTRICTIONS:

CONTRACTOR shall not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services required hereunder, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage prior to the commencement of any such driving. 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).

EXHIBIT B
SCHEDULE OF RATES
Humboldt State University
For Fiscal Years 2020 - 2021

EXPENSE	DESCRIPTION	Total Requested
PERSONNEL - SALARIES		
Salaries Non benefited	HK You (\$55.09/hr * 215hrs)	\$ 11,844
Salaries Non benefited	C West (\$49.61/hr * 215hrs)	\$ 10,666
Salaries Non benefited	K Lara Cooper (\$59.05/hr * 215 hours)	\$ 12,696
Salaries Students AY	student assistant (\$14/hr * 15hrs/wk * 30wks)	\$ 6,300
Salaries Non benefited	videographer (\$30/hr * 100hrs)	\$ 3,000
Salaries Students AY	technology assistant (\$14/hr * 50hrs)	\$ 700
Salaries Students AY	virtual curriculum assistant (\$14/hr * 175hrs)	\$ 2,450
Salaries Total		\$ 47,656
FRINGE & BENEFITS		
OASDI	6.20%	\$ 2,369
WORKERS COMP	1.97%	\$ 939
UNEMPLOYMENT INS	4.70%	\$ 2,240
MEDICARE	1.45%	\$ 554
Fringe & Benefits Total		\$ 6,102
SUPPLIES		
Supplies	Books @ \$18.95 x 100 books	\$ 1,895
Supplies	Miscellaneous - poster, easel, certificates, stickers, mailing envelopes, etc.	\$ 1,362
Supplies	2 laptops (\$2,000 each), books (\$1,500), misc. (\$1,000).	\$ 6,500
Supplies Total		\$ 9,757
OTHER EXPENSES		
Contractual Services	virtual website platform	\$ 2,400
Honorarium - trainer	12 people x \$1,500 each	\$ 18,000
Postage & Freight	shipping for textbooks (\$7*100)	\$ 700
Other Expenses Total		\$ 21,100
TOTAL DIRECT COSTS		
INDIRECT COSTS	30%	\$ 25,385
TOTAL COSTS		
		\$ 110,000

Any shift of funds to or from the personnel category must be approved in writing by County.
Contractor may shift up to 20% of budgeted amounts between all other budget categories without prior written approval by County.

EXHIBIT C ACEs Aware Training Evaluation Form

1. Which of the following best describes your primary practice setting? *

- Solo Practice
- Group Practice
- Government
- University/Teaching System
- Community Hospital
- HMO/Managed Care
- Non-Profit/Community
- I do not actively practice
- Other, please specify:

2. How long have you been in practice? *

- More than 20 years
- 11-20 years
- 6-10 years
- 1-5 years
- Less than 1 year

3. Approximately how many patients do you see each week? *

- Less than 50
- 50-99
- 100-149
- 150-199
- 200+
- I do not directly provide care

4. What percentage of your patients do you currently screen for ACEs? *

- 0%
- 1-25%
- 26-50%
- 51-75%
- 76-100%
- 100%
- I do not directly provide care

5. Please select the extent to which you agree/disagree that the activity supported the achievement of its learning objectives? *

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Define Adverse Childhood Experiences (ACEs), their prevalence, and their impacts on health, including underlying biological mechanisms.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify how to introduce and integrate ACEs screening into clinical care.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Apply a clinical algorithm for ACEs screening and assessment for associated health conditions in	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

creating a tailored treatment and follow-up plan.					
Identify how to introduce and integrate ACEs screening into clinical care.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

6. Please select the extent to which you agree/disagree that the activity achieved the following:*

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
The activity enhanced my current knowledge base.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The educational material provided useful information for my practice.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The content was evidence-based.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The cases were effective in presenting the material.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

7. Based upon your participation in this activity, do you intend to change your practice behavior? * (choose only one of the following options)

- I do plan to implement changes in my practice based on the information presented
- My current practice has been reinforced by the information presented
- I need more information before I will change my practice

8. If you plan to change your practice behavior, what type of changes do you plan to implement? * (check all that apply)

- Routine screening for ACEs in children
- Routine screening for ACEs in adults
- Applying a clinical algorithm on ACEs and toxic stress to guide patient care
- Change in treatment or management approach, based on ACEs score and toxic stress risk assessment
- Change in current practice for referrals or linkages to treatment and support services
- Change in interprofessional team communication or collaboration, within team in primary clinical setting
- Change in interprofessional communication or collaboration, for referrals and off-site partners
- Other, please specify:

9. How confident are you that you will be able to make your intended changes? *

- Very confident
- Somewhat confident
- Unsure
- Not confident

10. Which of the following do you anticipate will be the primary barrier to implementing these changes? *

- Insurance/financial issues
- Ability to refer to appropriate services and treatments
- Time constraints
- Insufficient interprofessional team support within primary clinical setting
- System constraints
- Treatment-related adverse events
- Patient adherence/compliance

Other, please specify:

11. Was the content of this activity fair, balanced, objective, and free of bias? *

- Yes
- No

If no, please explain why the content of this activity was not fair, balanced, objective, and free of bias. *

12. Please list any clinical issues/problems within your scope of practice you would like to see addressed in future educational activities, that were not addressed here:

13. Please include any other feedback you have on this educational experience: