

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
MARIANE GILBERT**

This Memorandum of Understanding (“MOU”), is entered into, by and between the County of Humboldt, a political subdivision of the State of California (“COUNTY”), and Mariane Gilbert, an individual and Nurse Practitioner licensed in the State of California (“CONTRACTOR”), and is made on the last date signed below for the following considerations:

WHEREAS, on August 8, 2021, COUNTY by and through its Department of Health and Human Services and CONTRACTOR entered into a Professional Services Agreement (“Agreement”) to retain a qualified professional to assist COUNTY’s contracted physician in providing non-emergency medical care services for patients at COUNTY’s Psychiatric Health Facility, Sempervirens, for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, due to inadvertent oversight, the monthly invoice for May 2022 was not received until July 13, 2022; and

WHEREAS, additional non-emergency medical services at Sempervirens were needed that exceeded the maximum amount payable as set forth in the original agreement due to Sempervirens facility demands; and

WHEREAS, due to a delay in invoicing, it was not feasible for COUNTY and CONTRACTOR (the “Parties”) to prepare and execute an amendment to the Agreement before CONTRACTOR provided such medical care services; and

WHEREAS, the non-emergency medical services provided by CONTRACTOR during the period July 1, 2021 through June 30, 2022 benefitted the public by providing non-emergency medical care services for patients at COUNTY’s Psychiatric Health Facility, Sempervirens; and

WHEREAS, the purpose of this MOU is to document CONTRACTOR’s provision of additional non-emergency medical care services pursuant to the Agreement and to provide for payment of such services.

NOW THEREFORE, in consideration of the foregoing and the covenants and promises contained herein, the Parties agree as follows:

1. PROVISION OF ADDITIONAL NON-EMERGENCY MEDICAL CARE SERVICES:

CONTRACTOR provided additional non-emergency medical care services to patients at Sempervirens as described in Exhibit A – Scope of Services to the Agreement, during the period July 1, 2021 through June 30, 2022.

2. COMPENSATION:

The maximum amount payable by COUNTY for the additional non-emergency medical care services provided, and costs and expenses incurred, pursuant to the terms and conditions of the Agreement is Two Thousand Seven Hundred Sixty Dollars (\$2,760.00). The Parties hereto agree that this is reasonable compensation for the additional non-emergency medical care services provided by CONTRACTOR.

3. PAYMENT:

A. To the extent additional documentation may be required, CONTRACTOR shall submit additional documentation as requested to substantiate the services rendered during the period July 1, 2021 through June 30, 2022, and any other additional information needed to process a claim for reimbursement of any and all additional non-emergency medical care services provided pursuant to the terms and conditions of the Agreement. Payment for the additional non-emergency medical care services provided pursuant to the terms and conditions of the Agreement shall be made within thirty (30) days of COUNTY's receipt of a complete and uncontested claim for such services. Any and all invoices and other additional information pertaining to the reimbursement of the additional non-emergency medical care services provided pursuant to the terms and conditions of the Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Health and Human Services – Mental Health  
Attention Financial Services  
507 F Street  
Eureka, California 95501

B. Disputed Documentation. To the extent additional documentation is submitted, COUNTY shall have the right to reasonably and in good faith dispute any portion of the additional documentation, including but not limited to, any amount billed by CONTRACTOR. If COUNTY believes that CONTRACTOR has billed COUNTY in the additional documentation incorrectly, COUNTY must contact CONTRACTOR no later than thirty (30) days after the date on the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Such notification shall include written documentation which identifies and substantiates the disputed amount. Notwithstanding the foregoing, COUNTY shall submit to CONTRACTOR, prior to the invoice due date, full payment of the undisputed portion of any fees billed by CONTRACTOR.

4. INCORPORATION OF PROVISIONS:

Sections 4(B)-(D), 6-25 and 27-39, Exhibit A – Scope of Services and Exhibit B – Local System of Care of the Agreement are hereby incorporated into this MOU by reference as if fully set forth herein. CONTRACTOR agrees to comply with these provisions to the extent they impose continuing duties and obligations CONTRACTOR has not already performed.

5. ENTIRE AGREEMENT:

This MOU and the provisions incorporated herein, contain 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.

6. 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. 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.

7. 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, the Parties hereto have entered into this MOU as of the last date signed below:

MARIANE GILBERT:

By:  \_\_\_\_\_  
Mariane Gilbert

Date: 9.25.22

COUNTY OF HUMBOLDT:

By: \_\_\_\_\_  
Virginia Bass  
Chair, Humboldt County Board of Supervisors

Date: \_\_\_\_\_

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Krista Freeman  
Risk Management

Date: 11-28-2022