

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
EUREKA CITY SCHOOLS  
AND  
COUNTY OF HUMBOLDT  
FOR FISCAL YEARS 2023-2024 THROUGH 2027-2028**

This Agreement, entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the Eureka City Schools, a California School District, hereinafter referred to as “ECS,” and the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “CONTRACTOR,” and is made on the last date signed below upon the following considerations:

WHEREAS, ECS finds that there is an ongoing need to collaborate with CONTRACTOR regarding the provision of suicide prevention training and support services; and

WHEREAS, ECS has developed goals and objectives that are consistent with its vision, mission, and principles, which include the performance of technical services of a temporary and occasional character; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced, and qualified to perform the eligible training services, direct education, and indirect education required by ECS.

WHEREAS, ECS and CONTRACTOR (collectively, “the Parties”) desire to enter into an agreement that sets forth each party’s rights and responsibilities regarding the establishment, implementation, and administration of ECS’s projects.

NOW, THEREFORE, the parties 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 fully set forth herein. In providing such services, CONTRACTOR agrees to fully cooperate with the Aware Grant Director or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin April 1, 2024, and shall remain in full force and effect until September 30, 2028, unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. ECS 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. ECS may terminate this Agreement without cause upon sixty (60) days advance written notice which states the effective date of the termination.

C. Termination due to Insufficient Funding. ECS’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, ECS shall, at its sole discretion, determine whether this Agreement shall be terminated. ECS 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 provided 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 ECS due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by ECS for any and all services provided, including costs and expenses incurred in providing such services, pursuant to the terms and conditions of this agreement, is Two Hundred Thousand Dollars (\$200,000.00). CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. If local, state, or federal funding or allowance rates are reduced or eliminated, the maximum amount payable by ECS for services provided hereunder may, by amendment or notice, 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 as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by ECS, without ECS'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 CONTRACTOR. CONTRACTOR shall notify ECS, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

- A. Invoices. CONTRACTOR shall submit to ECS quarterly 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. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C – 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 pursuant to the terms and conditions of this Agreement shall be sent to ECS at the following address:

ECS: Eureka City Schools  
Attention: Sarahdee Duncan, Aware Grant Director  
2100 J Street  
Eureka, CA 95501

B. Disputed Costs. ECS shall have the right to reasonably and in good faith dispute any portion of any amount billed by CONTRACTOR. If ECS believes that CONTRACTOR has billed ECS incorrectly, ECS 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 that identifies and substantiates the disputed amount. Notwithstanding the foregoing, ECS shall submit to CONTRACTOR, prior to the invoice due date, full payment of the undisputed portion of any fees billed by CONTRACTOR.

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

ECS: Eureka City Schools  
Attention: Sarahdee Duncan, Aware Grant Director  
2100 J Street  
Eureka, CA 95501

COUNTY: Humboldt County DHHS, Public Health  
Attention: Karen Baker, Administrative Analyst  
908 7th Street  
Eureka, California 95501

7. REPORTS:

CONTRACTOR agrees to provide ECS 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) 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.

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 for inspection, audit, and reproduction by ECS 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 ECS 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 ECS.

9. MONITORING:

CONTRACTOR agrees that ECS has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures, and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan if deficiencies in CONTRACTOR's records, policies, procedures, or business operations are identified by ECS. However, ECS 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 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 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. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, COUNTY, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state, or federal financial assistance 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. ECS reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.
- B. 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 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.
- C. 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 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 into this Agreement by reference and made a part hereof as if set forth in full.

## 12. 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 that 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 pursuant to the terms and conditions of this Agreement 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.

13. INDEMNIFICATION:

- A. Mutual indemnity. Each party hereto shall hold harmless, defend, and indemnify the other party and its agents, officers, officials, employees, and volunteers from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses of any kind or nature, including, without limitation, attorneys' fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both Parties are held to be negligently or willfully responsible, each party shall only bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorneys' fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement does not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.

14. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting ECS’s indemnification obligations set forth herein, CONTRACTOR, shall take out and maintain, throughout the entire term of this Agreement, and any extensions 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, licensees, invitees, 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 ECS 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 ECS, 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 ECS 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 ECS.
    - 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 ECS in accordance with the notice requirements set forth herein. It is further understood that

CONTRACTOR shall not terminate such coverage until ECS 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 ECS, and any insurance or self-insurance programs maintained thereby are in excess of CONTRACTOR'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 CONTRACTOR or its agents, officers, officials, employees, and volunteers.
6. CONTRACTOR shall furnish ECS 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, ECS. If CONTRACTOR does not keep all required policies in full force and effect, ECS 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. ECS 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.

ECS: Eureka City Schools  
Attention: Paul Ziegler, Assistant Superintendent  
2100 J Street  
Eureka, CA 95501

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

15. RELATIONSHIP OF PARTIES:

The Parties hereby agree 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, servants, employees, partnerships, joint ventures, or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which ECS employees are entitled, including, without limitation, overtime, retirement, leave, or workers' compensation benefits. CONTRACTOR



shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees, and subcontractors. At no time shall CONTRACTOR's employees and representatives hold themselves out to be ECS employees or representatives.

16. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- 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 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. 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, ECS's Conflict of Interest Code, all as may be amended from time to time.

17. PROVISIONS REQUIRED BY LAW:

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

18. 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.

19. 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.

20. 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.

21. 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.

22. AGREEMENT SHALL BIND SUCCESSORS:

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

23. 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 the breach of any other requirement of this Agreement. In no event shall any payment by ECS 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 ECS with respect to the breach or default. ECS shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which ECS determines were not expended in accordance with the terms and conditions of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

25. AMENDMENT:

This Agreement may be amended at any time 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.

26. 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.

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

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

29. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from ECS, through the DIRECTOR, prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers, and the internet. CONTRACTOR shall inform ECS of any and all requests for interviews by the media related to this Agreement before such interviews take place, and ECS shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to the Director in accordance with the notice requirements set forth herein.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from ECS 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 ECS or not.

31. 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, the term "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.

32. 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 13 – Indemnification shall survive the expiration or termination of this Agreement.

33. 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.

34. 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.

35. 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.

36. FORCE MAJEURE:

Neither party hereto shall be liable nor responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. 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 and conditions of this Agreement are hereby ratified.

38. 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.

39. 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.

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Sofia Pereira, Public Health Director

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

**EUREKA CITY SCHOOLS:**

By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LIST OF EXHIBITS:**

- EXHIBIT A - SCOPE OF SERVICES
- EXHIBIT B - SCHEDULE OF RATES

**EXHIBIT A**  
**SCOPE OF SERVICES**

County of Humboldt

For Fiscal Years 2023-24 through 2027-28

Public Health shall provide support and assistance to Eureka City Schools AWARE grant program. This will include a coordinated range of supports and training, as outlined below, intended to bolster, and improve access to mental health and wellness services for Eureka City Schools students and families.

1. SERVICES:

- A. Provide ECS staff, parents, and/or community members with a range of training intended to improve knowledge of mental health and wellness services; training may include, but is not limited to (Be Sensitive Be Brave (BSBB) for Mental Health, BSBB for Suicide Prevention; Question, Persuade and Refer (QPR) Basic Suicide Prevention; Training will be provided for up to 40 individuals, up to 2 times per year. Training can be virtual or in person, based on mutual agreement and identified needs.
- B. Provide ECS students and peer advocates with a range of trainings intended to improve knowledge of mental health and wellness services, and destigmatize access to mental health services; these trainings may include, but are not limited to QPR for Youth; Sources of Strength; It's Real: Teens and Mental Health; Directing Change; and Healthy Relationships. Training will be provided for up to 15 individuals, up to 4 times per year. This may include training for elementary, middle, and/or high school students.
- C. Support ECS staff and workgroups in a review of the Comprehensive Suicide Prevention Policy. Support revision of educational materials to ensure fidelity to approved Policy, and support staff and workgroups in revising and training individuals on policy implementation.
- D. Support up to 50 peer and student-led mental health and wellness events, activities, or training, as identified and appropriate during the agreement period. This may include providing support for events, outreach, or programming (i.e. Suicide Prevention Week events, adult supporter for peer-provided Sources of Strength Training, etc.)
- E. Designate an official representative from Public Health to participate in and support the ECS AWARE Advisory Workgroup, and other committees, as agreed upon during the agreement period, not to exceed 12 instances per year. The designee will be responsible for ensuring integration and cohesion of AWARE-funded Public Health work in the overarching ECS AWARE Plan, and in supporting the work of integrating Mental Health and Wellness Services to ECS students and families.
- F. Provide the reporting on activities and supports provided in an agreed-upon format, as outlined in section 5, at the close of each grant period.
- G. Provide other supports, as relevant and agreed upon by both parties, that further support the work of the AWARE grant in Eureka City Schools.

2. SCHEDULE:

County of Humboldt DHHS – Eureka City Schools FY 23/24-27/28

April 1, 2024 – September 30, 2028

3. DELIVERABLES:

By the end of September 2025, COUNTY will have:

- A. Provided up to 80 adult training attendees with educational opportunities, through up to two (2) trainings per year.
- B. Provided up to 60 youth training attendees with educational opportunities through up to four (4) trainings per year
- C. Promoted, supported, reinforced, and knowledge of mental health and wellness services, and destigmatized access to mental health services.
- D. Supported 10 peer and student-led events, activities, or trainings reaching 100 or more youth participants.
- E. Participated in up to 12 ECS AWARE Advisory Workgroup meetings.

By the end of September 2028, COUNTY will have:

- F. Provided up to 320 adult attendees with educational opportunities for up to six (6) trainings during the five-year grant.
- G. Provided up to 240 youth training attendees with educational opportunities for up to 16 trainings per year.
- H. Promoted, supported, and reinforced knowledge of mental health and wellness services, and destigmatized access to mental health services.
- I. Supported 50 peer and student-led events, activities, or training for 400 or more youth participants.
- J. The COUNTY shall review and monitor the collection of contract data to ensure it is accurately reported.
- K. The COUNTY shall attend and participate in meetings, as scheduled by DIRECTOR not to exceed 12 per year.

4. ACCEPTANCE CRITERIA:

COUNTY will meet or exceed all functional, technical, and other requirements and specifications identified by a party for Deliverables.

5. REPORTING REQUIREMENTS:

COUNTY agrees to provide ECS with any and all reports that may be required by any local, state, and/or federal agencies for compliance with this Agreement. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using an agreed-upon format.

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Quarter 1	October 1 - December 31	January 30
Quarter 2	January 1 - March 31	April 30
Quarter 3	April 1 - June 30	July 30
Quarter 4	July 1 - September 30	October 10

COUNTY will submit quarterly progress reports providing details on the progress and achievements in reaching goals and objectives.

COUNTY will correct all errors identified and/or explain questionable data.

COUNTY will verify all quarterly and annual data for accuracy.

6. PLACE OF PERFORMANCE:

Eureka City Schools, Humboldt County, CA

7. ECS RESPONSIBILITIES:

ECS is the point of contact. ECS will inform COUNTY of any correspondence that affects program delivery.



**EXHIBIT B**  
**SCHEDULE OF RATES**  
 County of Humboldt  
 For Fiscal Years 2023-24 through 2027-28

<b>Federal Fiscal Year 23-24</b>	
<b>A. Personnel Costs</b>	
Total Personnel Costs:	\$40,000
<b>B. Operational Costs</b>	
Total Operational Costs:	\$ 0
<b>FY 23-24 Total*</b>	<b>\$40,000</b>
<b>Federal Fiscal Year 24-25</b>	
<b>A. Personnel Costs</b>	
Total Personnel Costs:	\$40,000
<b>B. Operational Costs</b>	
Total Operational Costs:	\$ 0
<b>FY 24-25 Total*</b>	<b>\$40,000</b>
<b>Federal Fiscal Year 25-26</b>	
<b>A. Personnel Costs</b>	
Total Personnel Costs:	\$40,000
<b>B. Operational Costs</b>	
Total Operational Costs:	\$ 0
<b>FY 25-26 Total*</b>	<b>\$40,000</b>
<b>Federal Fiscal Year 26-27</b>	
<b>A. Personnel Costs</b>	
Total Personnel Costs:	\$40,000
<b>B. Operational Costs</b>	
Total Operational Costs:	\$ 0
<b>FY 26-27 Total*</b>	<b>\$40,000</b>
<b>Federal Fiscal Year 27-28</b>	
<b>A. Personnel Costs</b>	
Total Personnel Costs:	\$40,000
<b>B. Operational Costs</b>	
Total Operational Costs:	\$ 0
<b>FY 27-28 Total*</b>	<b>\$40,000</b>
<b>Grant Total</b>	
	<b>\$200,000</b>