

**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, hereinafter referred to as "COUNTY," and Mariane Gilbert, a Nurse Practitioner licensed in the State of California, hereinafter referred to as "CONTRACTOR," and is made upon the last day signed by the parties below, for the following considerations:

WHEREAS, on July 7, 2020, COUNTY by and through its Department of Health and Human Services and CONTRACTOR entered into a Professional Services 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, 2020 through June 30, 2021; and

WHEREAS, due to inadvertent oversight, CONTRACTOR did not submit monthly invoices for March 2021, April 2021 and May 2021, until March 10, 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 the parties to prepare and execute an amendment to the Professional Services Agreement before CONTRACTOR provided such medical care services; and

WHEREAS, the non-emergency medical services provided by CONTRACTOR during the period July 1, 2020 through June 30, 2021 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 terms and conditions of the Professional Services Agreement and to provide for payment of such services.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto mutually 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 Professional Services Agreement, during the period July 1, 2020 through June 30, 2021.

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 Professional Services Agreement is Six Thousand One Hundred Twenty Dollars (\$6,120.00). The parties hereto agree that this is reasonable compensation for the additional non-emergency medical care services

provided by CONTRACTOR.

3. PAYMENT:

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, 2020 through June 30, 2021, 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 Professional Services Agreement. Payment for the additional non-emergency medical care services provided pursuant to the terms and conditions of the Professional Services 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 Professional Services 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

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 Professional Services 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 contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

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: 6.15.22

**COUNTY OF HUMBOLDT:**

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

Date: 2/18/22

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Phillips, Amanda Digitally signed by Phillips, Amanda  
Date: 2022.06.20 14:39:35 -0700 \_\_\_\_\_  
Risk Management

Date: 06/20/2022