

# AGREEMENT BETWEEN COUNTY OF LAKE & KNO'QOTI NATIVE WELLNESS, INC. FOR FISCAL YEARS 2025-2030

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” Kno’Qoti Native Wellness, Inc. (KNWI), hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

## RECITALS

**WHEREAS**, KNWI submitted a proposal in response to the County of Lake's Request for Proposals (RFP) No. 25-1138 for the allocation of Opioid Settlement Funds (OSF), which sought to address the urgent behavioral health needs of transitional age youth (TAY) and other at-risk youth in Lake County, particularly those impacted by opioid misuse, co-occurring mental health, and substance use disorders; and

**WHEREAS**, KNWI's proposal was reviewed and scored by a panel of experts as part of the competitive RFP process, and was selected to receive funding based on its alignment with the County's behavioral health priorities and the goals of the Opioid Settlement Funds, which aim to mitigate the impacts of opioid use within the community, particularly among Native youth and families; and

**WHEREAS**, as part of its proposal, KNWI intends to use the Opioid Settlement Funds to support the expansion of its **ElevateED Program**, which focuses on prevention strategies, peer mentorship, and leadership development for youth impacted by opioid misuse and co-occurring substance use and mental health disorders; and

**WHEREAS**, the **ElevateED Program** will expand outreach efforts in Lake County's schools, targeting middle and high school youth, with a focus on culturally grounded prevention strategies and providing positive alternatives to substance use; and

**WHEREAS**, this program is designed to strengthen protective factors among youth, provide early prevention strategies to reduce future substance use, including opioids, and foster leadership in youth to become future behavioral health mentors and community advocates; and

**WHEREAS**, the **ElevateED Program** aligns with the goals of the Opioid Settlement Funds by providing targeted intervention and support to youth in Lake County, aiming to reduce the risk of opioid misuse and promoting overall wellness, particularly in the Native community; and

**WHEREAS**, this project is eligible to receive County Opioid Settlement Funds under the County's Opioid Settlement Funds Expenditure Plan, as it directly supports the goals of opioid abatement, youth prevention, and the expansion of mental health and substance use disorder services for at-risk populations in Lake County.

**NOW, THEREFORE**, based on the forgoing recitals, the parties hereto agree as follows:

**1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, KNWI shall provide to County the services described in the “**Scope of Services**” attached hereto and

# **AGREEMENT BETWEEN COUNTY OF LAKE & KNO'QOTI NATIVE WELLNESS, INC. FOR FISCAL YEARS 2025-2030**

incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C**, the Agreement shall prevail.

**2. TERM.** This Agreement shall commence on July 1, 2025, and shall terminate on June 30, 2030, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

**3. COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, "**Scope of Services.**" **Compensation to Contractor shall not exceed One Million Dollars (\$1,000,000).**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled "**Fiscal Provisions**" attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement. Compensation to Contractor is contingent upon appropriation of state funds.

**4. TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor. In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

**5. MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Services Administrator.

**6. NOTICES.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake  
Lake County Behavioral Health Services  
PO Box 1024  
6302 Thirteenth Avenue  
Lucerne, CA 95458-1024  
Attn: Elise Jones, MA  
Director

Kno'Qoti Native Wellness, Inc.  
809 South Main Street  
Lakeport, CA 95453  
  
(707) 900-2121  
Attn: Kyle Bill, Executive Director

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WELLNESS, INC. FOR FISCAL YEARS 2025-2030**

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A - Scope of Services  
Exhibit B - Fiscal Provisions  
Exhibit C - Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement including **Exhibit A**, **Exhibit B**, and **Exhibit C**, titled, "**Compliance Provisions**," attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

County and Contractor have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

Eddie Crandell  
Eddie Crandell (Jul 22, 2025 09:21 PDT)

Chair

Board of Supervisors

Date: 07/22/2025

KNO'QOTI NATIVE WELLNESS, INC.

Kyle Bill  
Kyle Bill (Jun 25, 2025 20:39 MDT)

Kyle Bill

Executive Director

Date: 06/25/2025

APPROVED AS TO FORM:

LLOYD GUINTIVANO

County Counsel

*Signed for by Jackson Benner*  
*Dep. County Counsel*

By:

Date:

[Signature]

6/23/25

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ATTEST:

SUSAN PARKER

Clerk to the Board of Supervisors

Johanna DeLong  
Johanna DeLong (Jul 18, 2025 09:45 PDT)

By:

Date:



# AGREEMENT BETWEEN COUNTY OF LAKE & KNO'QOTI NATIVE WELLNESS, INC. FOR FISCAL YEARS 2025-2030

## EXHIBIT A – SCOPE OF SERVICES

This Scope of Work (SOW) defines the services and deliverables to be provided by **Kno'Qoti Native Wellness, Inc. (KNWI)** under the terms of the Lake County Opioid Settlement Funds (OSF) grant for the ElevateED program.

### 1. Project Overview:

KNWI will utilize the awarded OSF funds to expand its **ElevateED Program**, which focuses on providing wellness and prevention services to youth in Lake County, particularly aimed at reducing the risk of opioid misuse. The program will be delivered through a culturally responsive approach and will be implemented in collaboration with local schools, tribal organizations, and community partners.

### 2. Objectives and Goals:

- Expand outreach and education on the prevention of opioid use and its associated risks, particularly for youth aged 12-18.
- Increase cultural awareness and resilience through peer mentorship, youth engagement, and leadership development.
- Provide training and support for future behavioral health workers, peers, and mentors to sustain prevention efforts in the community.
- Build relationships with local schools and community groups to ensure broad participation and sustainability.
- Directly align with High Impact Abatement Activities (HIAA) goals for opioid misuse prevention as defined by the California Department of Healthcare Services (DHCS) and the County's Opioid Settlement Funds Expenditure Plan.

### 3. Program Components:

- **Peer Mentorship & Leadership Development:**
  - Recruit and train peer mentors to facilitate youth-focused wellness sessions.
  - Foster leadership skills in youth participants, encouraging them to take an active role in program delivery.
  - Develop culturally relevant content for mentoring and leadership workshops.
- **School-based Outreach and Prevention:**
  - Implement **ElevateED** in partnership with middle and high schools across Lake County.
  - Conduct presentations and workshops to educate youth on the dangers of opioids and other substances.
  - Create “safe spaces” for youth to engage in discussions, participate in prevention activities, and develop healthy coping skills.
- **Community Engagement and Partnerships:**
  - Work closely with local tribal communities, schools, and community organizations to strengthen the program's impact.

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- Collaborate with Lake County Behavioral Health Services (LCBHS) and other agencies to ensure comprehensive service delivery and effective use of resources.
- Host community wellness events and family support initiatives to promote opioid prevention across generations.
- **Cultural Awareness and Prevention Education:**
  - Integrate Native wellness principles and cultural teachings into the ElevateED programming.
  - Educate students and community members about opioid misuse through culturally grounded prevention strategies.

## 4. Deliverables:

- **Quarterly Reports:**

KNWI will submit detailed progress reports to LCBHS at the end of each quarter. Reports will include:

  - Participant enrollment numbers and demographic data.
  - Description of completed outreach and prevention activities.
  - Outcome metrics such as engagement levels, feedback from participants, and any short-term behavioral changes.
  - Documentation of partnerships established with schools and community organizations.
- **Annual Program Evaluation Report:**

At the end of the program year, KNWI will submit a comprehensive evaluation report, which will include:

  - Assessment of program outcomes against defined goals and objectives.
  - Feedback from youth participants, mentors, school partners, and community stakeholders.
  - Recommendations for program adjustments or future expansions.
- **Financial Documentation:**

KNWI will submit financial reports to LCBHS on a quarterly basis to track fund allocation and expenditure. The reports will include:

  - A breakdown of how the awarded funds were spent across the program's components.
  - Verification of expenditures against the approved budget.

## 5. Program Timeline:

- **Program Launch:**

The program will officially launch no later than **30 days** following the execution of this agreement.
- **Program Duration:**

The ElevateED program will run for a minimum of **one year** starting from the program launch date. Program continuation and funding for subsequent years will be subject to performance evaluations and future funding availability.
- **Completion of Phase 1 Deliverables:**
  - Program outreach to schools, training of peer mentors, and initial engagement activities must be completed by **November 30, 2025**.

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## **6. Target Populations:**

- **Youth Participants:**

The primary target population for the ElevateED program are youth aged **12-18** in Lake County, particularly those from underserved communities and Native youth populations.

- **Community and School Staff:**

Educators, school counselors, and community leaders will be engaged to support the program's implementation and ensure alignment with school policies and community needs.

## **7. Program Reporting and Evaluation:**

- KNWI will provide quarterly updates and performance reports to LCBHS, summarizing activities conducted, outcomes achieved, and any challenges encountered.
- The reports will be based on measurable metrics, such as the number of students reached, the effectiveness of prevention activities, and qualitative feedback from youth participants.
- An annual evaluation report will assess the overall impact of the program, with a focus on opioid prevention, youth engagement, and leadership development.

## **8. Collaboration with Lake County Behavioral Health Services (LCBHS):**

- KNWI will work closely with LCBHS to ensure integration with other local behavioral health and opioid prevention initiatives.
- LCBHS will provide technical assistance and guidance as needed, including access to community resources and data-sharing for program evaluation.

9. **RECORDS RETENTION.** Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

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## EXHIBIT B – PAYMENT TERMS

### 1. Payment Terms

#### 1.1 Payment Structure

The County of Lake shall provide Opioid Settlement Funds (OSF) to KNWI in the amount of **\$1,000,000** for the purposes outlined in the Scope of Work (Exhibit A), with a specific breakdown of Year 1 and Years 2-5 program costs as per KNWI's submitted budget proposal. Payments will be made on a **reimbursement** basis, contingent upon the successful expenditure of funds by KNWI and submission of the necessary documentation outlined in this Agreement.

#### 1.2 Reimbursement Process

KNWI must submit a **Request for Reimbursement** form to the County for approval, detailing expenses incurred for the services outlined in Exhibit A. Each request must include receipts, invoices, or other supporting documentation as deemed appropriate by the County.

#### 1.3 Reimbursement Request Frequency

Requests for reimbursement may be submitted no more than **quarterly** but must be submitted no later than **30 days after the close of each quarter**. The final reimbursement request must be submitted no later than **30 days after the completion of the contract term**.

#### 1.4 Documentation

Each reimbursement request must include a detailed breakdown of expenditures, with reference to the specific **Program Components** and **Staffing Plan** as detailed in the budget (Section 2 below). The breakdown must align with the budget categories and provide clear documentation of the expenditures, including but not limited to:

- Staff costs (broken down by role and hours worked)
- Youth Supportive Services and Program Materials
- Travel and Training costs
- Contract support stipends
- Administrative Costs
- Equipment and Technology costs

The County may request additional documentation as necessary to verify the legitimacy of expenditures.

#### 1.5 Approval and Payment

The County will review each request for reimbursement within **30 days** of receipt. The County will approve the request if it complies with the terms of this Agreement and the applicable budget. Payments will be made within **45 days** of approval, provided that all required documentation is received and verified by the County.

# AGREEMENT BETWEEN COUNTY OF LAKE & KNO'QOTI NATIVE WELLNESS, INC. FOR FISCAL YEARS 2025-2030

## 2. Budget Modifications

### 2.1 Reallocation of Funds

Should KNWI need to reallocate funds from one budget category to another (e.g., from travel to program materials), they must submit a **written request** to the County for approval. The request should explain the reason for the reallocation and how it aligns with the goals of the contract.

### 2.2 No Budget Increase

The total amount of Opioid Settlement Funds allocated for this Agreement will not exceed **\$1,000,000**. Any request for additional funding beyond the allocated amount will be denied.

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## 3. Reporting and Financial Oversight

### 3.1 Quarterly Reporting

KNWI must submit a **quarterly report** to the County detailing the status of the project, progress towards objectives outlined in Exhibit A, and financial expenditures. These reports should align with the timelines for reimbursement requests and must include the following information:

- A summary of activities and milestones achieved in the reporting period
- A breakdown of expenditures incurred in the reporting period
- An explanation of any deviations from the budget, and plans for corrective actions if necessary
- The total amount of matching funds secured and expended

### 3.2 Audit Rights

The County reserves the right to audit KNWI's financial records related to this Agreement at any time during the contract period and for a period of **three (3) years** following the expiration of the contract. KNWI agrees to fully cooperate with any such audits, providing access to all relevant records and documentation as requested.

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## 4. Return of Unused Funds

### 4.1 Unused Funds

At the conclusion of the contract term, if any funds remain unused, KNWI shall return those funds to the County within **30 days** of the termination of this Agreement. The County may request that any unused funds be used to cover any outstanding liabilities or expenses incurred by KNWI under this Agreement.

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## 5. Year 1 Budget Breakdown

**Year 1 Budget:**



## **AGREEMENT BETWEEN COUNTY OF LAKE & KNO'QOTI NATIVE WELLNESS, INC. FOR FISCAL YEARS 2025-2030**

1. **Staffing Costs:** \$65,000
  - Full-time Program Coordinator (Salary & Benefits)
2. **Youth Supportive Services and Program Materials:** \$30,000
  - Educational materials, craft supplies, incentives for peer-to-peer groups, and youth supportive services
3. **Travel and Training:** \$35,000
  - Transportation for staff and students to cultural events, trainings, and workshops; professional development
4. **Contract Support:** \$10,000
  - Stipends for community members providing facilitation services throughout the year
5. **Administrative Cost:** \$20,000 **Operational Costs:** Including office supplies, facility use fees, and utilities.
6. **Equipment and Technology:** \$20,000
  - Purchase of laptops, software, and tools for staff and interns (Year 1 only)
7. **Vehicle Purchase:** \$65,000
  - Purchase of a passenger vehicle from a local Lake County dealership to support program transportation needs (Year 1 only)

**Total Year 1 Budget:** \$245,000

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### **6. Years 2-5 Annual Budget Breakdown**

1. **Staffing Costs:** \$65,000
2. **Youth Supportive Services and Program Materials:** \$42,675
3. **Travel and Training:** \$42,675
4. **Contract Support:** \$21,338
5. **Administrative Costs:** \$17,062

**Total Year 2-5 Budget:** \$188,750/year

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## EXHIBIT C – COMPLIANCE PROVISIONS

### 1. Legal and Regulatory Compliance:

KNWI agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to those governing the use of **Opioid Settlement Funds (OSF)**.

### 2. Reporting and Documentation Requirements:

KNWI is required to submit all necessary **financial reports, program performance data, and supporting documentation** in accordance with the **Opioid Settlement Fund** guidelines. This includes quarterly progress reports, detailed financial documentation, and other reports as specified in **Exhibit A: Scope of Work**.

Reports must include:

- Detailed **expenditure reports** showing how the OSF funds have been utilized.
- Documentation of **program deliverables** achieved (e.g., client enrollment, outcomes).
- Any additional **supporting documents** requested by **LCBHS**.

### 3. Audits and Monitoring:

KNWI agrees to allow **LCBHS** or designated representatives access to relevant financial and programmatic records, as necessary, for the purposes of monitoring compliance and ensuring appropriate use of **Opioid Settlement Funds**.

- Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.
- County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.
- Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.
- **Financial Monitoring:** In addition to the annual audits, **LCBHS** may periodically review financial and program performance to ensure that the funds are being used appropriately.

### 4. Conflicts of Interest:

KNWI agrees to disclose any potential **conflicts of interest** that may arise during the course of the contract. This includes any financial or personal interest that could influence the impartial delivery of services or the use of **Opioid Settlement Funds**.

If a conflict of interest is identified, KNWI must immediately notify **LCBHS** and take corrective actions to ensure compliance with the applicable laws and regulations.

### 5. Use of Funds:

KNWI agrees that **Opioid Settlement Funds** provided under this agreement will only be used for the specific purposes outlined in **Exhibit A: Scope of Work**. Any **reallocation** of funds must be approved in writing by **LCBHS** prior to expenditure.

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Funds cannot be used for:

- General operating expenses outside of the approved program categories.
- Any deficit reduction for unrelated organizational expenses.
- Expenses that do not directly align with the **program description**.
- County reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

## 6. Equal Opportunity and Non-Discrimination:

KNWI agrees to provide services under this agreement in a manner that ensures **equal opportunity** and **non-discrimination**. This includes:

- KNWI shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

## 7. Privacy and Confidentiality:

KNWI must comply with applicable **privacy laws** and ensure that client information, including but not limited to, personal, medical, or financial data, is kept **confidential** in accordance with:

- **Health Insurance Portability and Accountability Act (HIPAA)**
- **California State Law** (including data protection regulations)
- Any other applicable privacy and confidentiality regulations.
- Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.

## 8. Indemnification:

KNWI shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

## 9. Termination and Suspension:

LCBHS reserves the right to terminate or suspend this agreement if:

- KNWI fails to comply with any of the terms outlined in this agreement.
- There are violations related to the use of **Opioid Settlement Funds**.
- KNWI does not submit required documentation or reports in a timely manner.

\*Contractor's obligations under this Section shall survive the termination of the Agreement.

## 10. Standard Of Care:

Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

# **AGREEMENT BETWEEN COUNTY OF LAKE & KNO'QOTI NATIVE WELLNESS, INC. FOR FISCAL YEARS 2025-2030**

## **11. Interest Of Contractor:**

Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

## **12. Due Performance – Default:**

Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

## **13. Insurance:**

13.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

13.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

13.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

13.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

13.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

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13.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

13.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

13.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

13.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

13.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

## **14. Attorney's Fees And Costs:**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

## **15. Assignment:**

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any

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such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

## **16. Payroll Taxes And Deductions:**

Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

## **17. Independent Contractor:**

It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

## **18. Ownership Of Documents:**

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

## **19. Severability:**

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

## **20. Adherence To Applicable Disability Law:**

Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

## **21. HIPPA Compliance:**

Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

## **22. Jurisdiction And Venue:**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

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## **23. Residency:**

All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

## **24. Public Records Act:**

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## **25. Debarment, Suspension, And Other Responsibility Matters:**

25.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

## **26. Termination for Cause:**

If the agreement is terminated for cause, KNWI may be required to reimburse any funds that were expended in violation of the terms of the agreement.

## **27. Termination for Convenience:**

Either party may terminate the agreement with a **30-day notice**, provided that termination is not related to non-compliance or failure to meet contractual obligations.

///


# 25.26.49 Kno'Qoti Native Wellness\_OSF Grant Signed


Final Audit Report

2025-06-26


Created:	2025-06-24
By:	Avela Gaytan (avela.gaytan@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtROM0UeIqtV0n_OP41oK-kihKEGVN51h


## "25.26.49 Kno'Qoti Native Wellness\_OSF Grant Signed" History


 Document created by Avela Gaytan (avela.gaytan@lakecountyca.gov)  
2025-06-24 - 7:53:03 PM GMT- IP address: 208.91.28.66


 Document emailed to kbill@knwi.org for signature  
2025-06-24 - 7:54:45 PM GMT

 Email viewed by kbill@knwi.org  
2025-06-24 - 7:54:56 PM GMT- IP address: 66.249.84.8

 Email viewed by kbill@knwi.org  
2025-06-26 - 0:21:04 AM GMT- IP address: 74.125.212.71

 Signer kbill@knwi.org entered name at signing as Kyle Bill  
2025-06-26 - 2:39:37 AM GMT- IP address: 216.147.127.181

 Document e-signed by Kyle Bill (kbill@knwi.org)  
Signature Date: 2025-06-26 - 2:39:39 AM GMT - Time Source: server- IP address: 216.147.127.181

 Agreement completed.  
2025-06-26 - 2:39:39 AM GMT