

**AGREEMENT FOR PROFESSIONAL SERVICES
OUTREACH/COMMUNICATION PLAN- COVID MITIGATION INITIATIVE FOR
NATIVE AMERICAN OUTREACH SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 5th day of January 2021, by and between the County of Lake, a political subdivision of the State of California, ("County") and, KNO'QOTI Native Wellness Inc. (KNWI) ("Contractor"), for the provision of COVID mitigation outreach/communication messaging services to the Native American population pursuant to the following terms and conditions.

WITNESSETH:

NOW, THEREFORE, it is agreed by and between the County and Contractor as follows:

1. TERM

The term of this Agreement shall commence on January 5, 2021, and will terminate November 4, 2022, unless renewed in writing prior to the termination date. Both parties can extend the agreement monthly with mutual written agreement.

2. SERVICES

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto and 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, the Agreement shall prevail.

Exhibit A – Scope of Work
Exhibit B – Cost Proposal

3. COMPENSATION

Contractor shall be compensated for services performed on a monthly basis, total compensation not to exceed Seventy Thousand Nine Hundred Dollars (\$70,900) for the term of this Agreement. The Contractor's compensation rates are listed in Exhibit B, "Cost Proposal." Compensation during any renewal of this Agreement shall be the same rates as listed in Exhibit B. Contractor will invoice County on a monthly basis within 10 days after the month ends. The County shall pay Contractor within thirty (30) days of receipt of an approved invoice, supporting documentation and required time studies.

4. INSURANCE

Contractor shall provide at his/her own expense and maintain at all times **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$300,000 for bodily injury and \$100,000 for property damage, and shall provide evidence of such insurance to the county as may be required by the Risk Manager of the County, if applicable. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles. Contractor shall provide notice to the Risk Manager of the County by registered mail, return receipt requested,

thirty (30) days prior to cancellation or material change this insurance policy. If at any time of said policy shall be unsatisfactory to the County, as to form or substance, or if a company issuing such policy shall be unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Risk Manager for approval, and submit a certificate thereof as hereinabove provided. Failure of the Contractor to furnish, deliver or maintain such insurance and certificates as above provided shall be considered a material breach of this Agreement, and upon such event, this Agreement, at the election of the County, may be forthwith declared terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification. Best's rating of A or with approval of the Risk Manager.

Professional Liability Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which Contractor, its employees, subcontractors, and agents are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.

5. HOLD HARMLESS/INDEMNIFICATION

Each party shall indemnify and hold the other harmless against all actions, claims, demands and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

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

6. INDEPENDENT CONTRACTOR

It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim s/he may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Contractor are performing in that capacity for and on behalf of the Contractor and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

7. ASSIGNMENT

This Agreement is for the professional services of the Contractor and s/he shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of County. Any assignment without the express prior written consent of the County is VOID.

8. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

COUNTY OF LAKE
County of Lake Health Services
Denise Pomeroy, Director
922 Bevins Court
Lakeport, CA 95453

CONTRACTOR
KNO'QOTI Native Wellness Inc (KNWI)
Kyle Bill, Executive Director
PO Box 891
Clearlake Oaks, CA 95423

9. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

10. NONDISCRIMINATION

Contractor shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

11. 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.

12. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County of Lake Health Services Department Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

13. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

14. TERMINATION AND RIGHTS UPON TERMINATION

- A. This agreement may be terminated upon mutual written consent of the Parties, or as a remedy available at law or in equity.

Upon termination prior to the full and satisfactory completion of Contractor's performance under this Agreement, County shall not be liable to pay Contractor the total compensation set forth in paragraph 3 of this Agreement, but Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement.

- B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

15. NO WAIVER

The failure to exercise any right to enforce any remedy contained in the Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

16. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lake, State of California.

17. CAPTIONS

The captions of the Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. NUMBER AND GENDER

In the Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

19. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

20. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in the Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same Instrument.

22. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of the Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

23. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

24. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the Agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

25. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly forgoes any such consultation.

26. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any Representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or facts provided by the other party.

27. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

28. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non- appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF LAKE

CONTRACTOR

By: _____

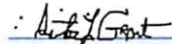
Chair, Board of Supervisors



Kyle Bill (Dec 30, 2020 11:15 PST)

Kyle Bill, Executive Director
Kno'Qoti Native Wellness Inc

APPROVED AS TO FORM:



Anita Grant (Dec 29, 2020 18:27 PST)

Anita L. Grant
County Counsel

Exhibit A: SCOPE OF WORK

The full body of work under this award will encompass resource coordination, outreach and engagement, campaign strategy, dissemination, and project management of a COVID-19 prevention campaign for Native American population of Lake County.

SCOPE OF WORK:

- A. Resource coordination:** Identify common needs among local Native Americans affected by COVID-19 and compile a comprehensive list of resources available to Native Americans and their immediate household members. This could include lodging support, food banks, mental health services, visiting nurses or community health workers, and resources to help patients in need and/or isolation, and may include internal, cooperative and/or external resources. Facilitate planning for resource mobilization and activation of listed resources as needs arise. This should be done on an individual Tribe basis, and a multi-Tribe effort.
- B. Outreach and engagement:** Engage Native American population most impacted by COVID-19 to identify effective messaging, develop materials and strategy, and provide oversight to the prevention campaign. Engagement and outreach activities could include facilitation of listening sessions, trainings, review sessions, and other activities to develop or enhance a campaign; utilization of social listening tools to understand trends in COVID-19 information among the Native American population; and administration of stipends for collaborating messengers and organizations.
- C. Campaign development and strategy:** Based on engagement and outreach input and collaboration, develop and implement a strategy to reach the Native American population most impacted by COVID-19. This may include assessing existing assets/campaigns; identifying key channels, influencers and creative opportunities to the Native American population; developing messages and creative assets to support Native Americans in making safer choices to prevent the spread of COVID-19; and working with Public Health to conduct an equity assessment to prioritize reach and mitigate potential harm.
- D. Campaign implementation and dissemination:** Utilizing the input from Native American community members, implement and disseminate the campaign assets through identified channels and strategies. This may include dissemination via organic social media; partnering to disseminate the campaign through Native American-serving organizations; placing ads and managing paid opportunities to increase reach; and identifying and managing creative opportunities to engage audiences such as live Q&As.
- E. Project management:** Coordinate overarching campaign development from outreach and engagement to campaign implementation and dissemination, assess the impact of the

campaign in driving conversation and engagement, manage any paid media buys, and provide support to ensure progress toward campaign deliverables. Serve as a resource and communicate with all stakeholders – Public Health, Tribes of Lake County, local and Tribal businesses, and the public regarding the development and implementation of COVID initiatives and resource coordination efforts in Native American communities.

TASKS AND DELIVERABLES.

A. Resource coordination

- Provide weekly updates on resource coordination measures.
- Identify, compile, maintain and distribute among Native Americans and Stakeholders, a list of resources and contacts and method of facilitation of communication with those resources.
- Provide resource mobilization and activation plans facilitated on the individual Tribe basis and as a multi-Tribe effort.

B. Outreach and engagement

- Identify, organize and mobilize Lake County Community Engagers.
- Track engagement by type and referrals made, resources offered and utilization.
- Track and report community encounters reached as well as topics covered.

C. Campaign development and strategy

- Develop a comprehensive culturally appropriate community engagement plan geared toward Lake County Native Americans.
- Share the engagement plan with LCHS Liaison prior to implementation for comments and approval.

D. Campaign implementation and dissemination

- Develop a comprehensive culturally appropriate community engagement plan geared toward Lake County Native Americans.
- Identify, organize and mobilize Lake County Community Engagers.
- Share the engagement plan with LCHS Liaison prior to implementation for comments and approval.
- Track engagement by type and referrals made, resources offered and utilization.

E. Project management

- Identify and assign a Project Coordinator to work directly with the LCHS Liaison.
- Set up and conduct weekly meetings with the LCHS Liaison.
- Provide weekly update on the status of each contract task and deliverables.

- **Provide quarterly report on information gathered and analyzed for use in creating/directing engagement plan.**
- **Define reduced spread of COVID-19 within Lake County Native American Populations, and provide quarterly report on level of reduction.**

Kno'Qoti Native Wellness, Inc
 COVID Initiative for Native American Outreach
 December 15, 0202
 Lake County Health Services RFP 20 002

EXHIBIT B: Cost Proposal

		YEAR 1 2020-2021	YEAR 2 2021-2022	YEAR 3 2022-2023	TOTAL	STATUS*
PLEASE NOTE: You may make entries in blue cells only.						
REVENUE SOURCES	SOURCE					
Income #1	Requested from LCHS	\$45,100	\$25,800			Requested
Income #2						
Income #3						
Income #4						
Income #5						
Total						

REVENUE SUMMARY

Total Requested \$70,900
 Total Pledged
 Total Received
 Total Estimated

TOTAL PROPOSAL REVENUE					
EXPENSE**	DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	TOTAL
Salaries/Wages	Project Coordinator (20 * \$40 * 23)	\$9,600	\$9,600		\$19,200
Benefits	Sick leave, FICA, etc	\$1,850	\$1,850		\$3,700
Program Expense 1	Assemble Resource List	\$2,500	\$1,500		\$4,000
Program Expense 2	Billboards	\$5,000			\$5,000
Program Expense 3	Bi-monthly COVID Zoom & Youth Task f	\$3,600	\$3,300		\$6,900
Program Expense 4	Make and distribute 100 masks & 100 sh	\$1,750	\$1,750		\$3,500
Program Expense 5	Digital Stories	\$3,000			\$3,000
Program Expense 6	Virtual COVID Summit	\$10,000			\$10,000
Program Expense 7	Tool kits--250	\$3,100	\$3,100		\$6,200
Program Expense	Community Assessment	\$1,500	\$1,500		\$3,000
Indirect Expense**	Administrative Costs	\$3,200	\$3,200		\$6,400
TOTAL PROPOSAL EXPENSES		\$45,100	\$25,800		\$70,900

Net Income - Expenses	(45,100)	(25,800)	-	(70,900)
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* If applicable, for "Status," choose "Received" for all income currently under your organization's control. Choose "Pledged" for sources which have been promised to your organization, but not yet received. Choose "Requested" for all income sources for which your organization has applied or asked that have not been received or pledged. Choose "Estimated" for all income that you are projecting to earn or receive.

** LCHS will fund indirect costs, but indirect costs may not exceed 15% of your organization's total request from LCHS.