

LETTER AGREEMENT

04957-AR64149

May 8, 2023

Lindsey Daugherty, Program Administrator
County of Mendocino
1120 S Dora St
Ukiah, CA 95482
Email: daughertyl@mendocinocounty.org

Dear Lindsey Daugherty,

The purpose of this letter is to document the transaction between your organization and the Public Health Institute in relation to your engagement with the COPN Accelerator 4.0 Program.

- **PROJECT PERIOD:** March 1, 2023 to September 30, 2023
- **SERVICES:** You agree to implement a new or expanded equity-focused community overdose prevention intervention in connection with your participation in the COPN Accelerator 4.0 Program as outlined in Exhibit A (Scope of Work).
- **TOTAL AMOUNT:** You will receive an award for a fixed amount of \$15,000.00.
- **PAYMENT:** You will be paid in accordance with Exhibit A (Scope of Work) and according to Exhibit B (Payment Schedule) and upon approval of your invoice by PHI's Program Representative, Karya Lustig. Invoices should be sent to: Nilo Ventura, nventura@healthleadership.org.
- **CALIFORNIA EXECUTIVE ORDER:** You are required to comply with the Governor of California's Executive Order N-6-22 (found at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) regarding sanctions in response to Russian aggression in Ukraine. Compliance with the EO includes, but is not limited to, compliance with the federal executive orders identified in Executive Order 14065 and the sanctions identified on the United States Department of Treasury website (found at <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).
- **CONFIDENTIALITY:** You agree to hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials, including but not limited to proposals, information contained in proposals, and any corresponding attachments, disclosed to you by PHI in the



course of providing services under this Agreement. All information received by you or disclosed by you in the course of performing the Scope of Work shall be considered confidential for the purposes of this Agreement.

- **DEBARMENT CERTIFICATION:** You hereby certifies that you are not presently debarred, suspended, proposed for debarment, declared, or ineligible by any United States federal department or agency.
- **AUTHORIZATION:** You represent and warrant that You are fully authorized and empowered to enter into this Agreement and that the performance of his or her obligations under this Agreement will not violate any Agreement between You and any other person, firm or organization.
- **TERMINATION:** PHI may suspend or terminate this Agreement at any time without cause by giving 10 days written notice of suspension or termination to You. You may terminate this Agreement without cause upon 30 days written notice to PHI. You will stop work immediately upon sending or receiving notice of suspension or termination.
- **NON-ASSIGNMENT:** This Agreement is not assignable by You without the prior written consent of PHI.
- **INDEPENDENT CONTRACTOR:** You are an independent contractor, not an employee of PHI or the Funding Agency, if applicable. You agree that You are ineligible for PHI employee benefits and agrees to be exclusively responsible for income tax payments, social security, unemployment insurance, worker's compensation insurance, etc.
- **INDEMNIFICATION:** Each Party agrees to indemnify, defend and hold harmless the other Party and its directors, officers, members, employees, contractors and agents. Neither Party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
- **LIMITATION OF LIABILITY:** Neither Party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
- **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:** Recipient shall comply with all applicable standards, orders or regulations issued, and as amended, under 48 CFR § 52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- **TRAFFICKING IN PERSONS:** This Award is subject to requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Recipient must comply with the applicable requirements pertaining to prohibited conduct relating to the trafficking of



persons, whether on the part of Recipient or individuals defined as “employees” of Recipient. The details of Recipient’s obligations regarding prohibited conduct related to trafficking in persons can be found in [22 USC 7104](#) and [FAR 52.222-50](#), as applicable, which are incorporated by reference. Recipient must inform PHI immediately of any information Recipient receives from any source alleging a violation of a prohibited conduct outlined in this award term. Failure to abide by the requirements of 22 USC 7104 and FAR 52.222-50, as applicable, may result in the termination of this Agreement. Recipient shall incorporate the requirements of this clause in all lower tier agreements.

- **COMPLIANCE WITH LAW:** You agree to comply with all relevant state and federal statutes and regulations.
- **SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Agreement will not extinguish any previously-accrued rights or obligations of the Parties.
- **ENTIRE AGREEMENT:** This is the entire Agreement between the Parties. It supersedes all prior oral or written Agreements or understandings and it may be amended only in writing.
- **PROGRAM CONTACT:** Please direct questions regarding programmatic aspects of your services to: Amy Max, COPN Program Manager, amax@healthleadership.org. Please sign and return this Letter Agreement to ASoto@phi.org indicating your acceptance of this engagement.

Authorized Signatory for Contractor

Date

See attached - Contractor provided their own signature page

Ariel Isaacson, Senior Director, Office of Research & Agreement Administration
Date



EXHIBIT A SCOPE OF WORK I

Funding level: \$15,000.00

Project period: March 1, 2023 to September 30, 2023

- Identify an intervention project to enhance health equity in local overdose prevention strategies. Intervention projects must be evidence-based and incorporate the voice and perspective of those with lived experience. This can include people who use drugs, those in recovery, tribal members, communities of color, and/or those who are LGBTQIA+.
- Submit a short online proposal describing the planned intervention project and how the stipend funds will be used to implement the intervention project, including key activities.
- Complete a “Big Picture” tool outlining the goals, key partners, and target measures for successful implementation of the intervention project.
- Participate in monthly COPN Accelerator 4.0 workshops and learning group calls.
- Participate in the COPN Accelerator 4.0 Spring 2023 mid-point convening and Fall 2023 final convening.
- Reimburse and/or pay for registration and travel expenses for up to four Accelerator team members to attend the 2023 California Department of Health Care Services (DHCS) Substance Use Disorder Conference (SUDS).

EXHIBIT B PAYMENT SCHEDULE

One award payment will be made over the course of the project period. Participants can invoice for \$15,000 upon execution of the signed agreement. Funding is being made available with a grant from the California Department of Health Care Services to the Public Health Institute. Funding for this project is contingent upon authorization and approval from DHCS.

Council on Alcoholism and Drug Abuse shall receive the total fixed amount of \$15,000.00 as follows:

Amount	Terms	Estimated Date
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\$15,000	Upon execution of signed agreement	May 1, 2023
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IN WITNESS WHEREOF


DEPARTMENT FISCAL REVIEW:

By: 
Jenine Miller, Psy.D., BHRS Director

Date: 6/22/23

Budgeted: No
Budget Unit: 4051
Line Item: TBD
Org/Object Code: TBD
Grant: Yes
Grant No.: 04957-AR64149


COUNTY OF MENDOCINO

By: 
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 07/11/2023

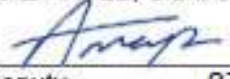
ATTEST:

DARCIE ANTLE, Clerk of said Board

By: 
Deputy 07/11/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

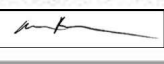
By: 
Deputy 07/11/2023

INSURANCE REVIEW:

By: 
Risk Management

Date: 06/14/2023

CONTRACTOR/COMPANY NAME

By: 
Andrew Probasco
2023.07.19 10:10:08
-07'00'
~~Ariel Isaacson, Senior Director, Office of~~
Research & Agreement Administration
Andrew Probasco, Deputy Director

Date: July 19, 2023

NAME AND ADDRESS OF CONTRACTOR:

PUBLIC HEALTH INSTITUTE
555 12th Street, Suite 290
Oakland, CA 94607
asoto@phi.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

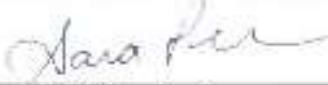
APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: 
Deputy

Date: 06/14/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 06/14/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ 'N/A'
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Out of County Contractor