



**AGREEMENT BETWEEN NORCAL AIDS CYCLE AND
NEVADA COUNTY PUBLIC HEALTH DEPARTMENT**

October 11, 2018

Nevada County Public Health Department

BOARD OF DIRECTORS

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SUBJECT: 2018 NorCal AIDS Cycle Grant Agreement

On behalf of the NorCal AIDS Cycle Board of Directors, I am pleased to inform you that NorCal AIDS Cycle (NCAC) has approved your request for funding Proposal. This Letter of Agreement (Agreement) sets forth our policies on compensation, reporting requirements, and other material terms of our sponsorship of your Proposal. These terms will govern our relationship with you with respect to the Proposal unless agreed upon in writing on different terms. For purposes of this Agreement, the term "you" includes any successor you designated and approved by NCAC in the event that you cease to conduct the Proposal.

1. Program

You will perform the Proposal according to the grant application you provided and as summarized in the attached Exhibit A. As the Proposal progresses, the Proposal and Exhibit A may need to be modified. NCAC welcomes modifications that may help to facilitate greater patient-impact. Any modification should be the result of an ongoing conversation between you and NCAC regarding the progress of the Proposal, and must be mutually agreed upon in writing by you and NCAC (collectively, the Parties).

2. Collaboration

The fundamental purpose of all NCAC sponsorships is to support collaborative programs for organizations throughout Northern California who are working to end the HIV/AIDS pandemic and care for those living with and affected by HIV/AIDS (Clients). To further this purpose, we may arrange for meetings and opportunities for you to promote your work and share information about the Proposal with other organizations we sponsor (Collaborators). We expect and welcome you to participate in these opportunities. By signing this Agreement, you waive any rights or restrictions that would prevent you from sharing progress or outcomes about the Proposal with NCAC, as permitted by law. Only with your prior approval, you also agree to allow NCAC to share information about your Proposal with other Collaborators.

3. Period of Performance

You will conduct the Proposal during a one-year period starting on **August 15, 2018** and concluding on or before **August 15, 2019**. You will keep NCAC informed of any delays that may affect completion by **August 15, 2019**.

4. Compensation

NCAC will pay in support of the Proposal the "Grant Funds" as detailed in Exhibit B, Schedule of Payments, provided that you continue to meet the requirements in this Agreement, and in each case subject to the termination provisions of Section 6 below. The funds should be used as outlined in Exhibit A, Statement of Work. NCAC will have no other obligations to under this Agreement beyond payment of the Grant Funds.

5. Reporting Requirements

Our relationship with you is intended to promote ongoing conversation among us regarding your Proposal. The reporting requirements below should be understood as a baseline only, to be supported by consistent communication between you and us about your progress, your concerns, and your ideas on additional programs that might benefit you, Patients or Collaborators.

- i. Progress Reports. Informal, brief conversations between you and NCAC will be held as necessary. A formal written progress report on the Proposal will be due **February 15, 2019**, six-months from the start date of **August 15, 2018**. Interim progress reports may include:
 - Summary of progress made on the Statement of Work
 - List of presentations generated by the Proposal
 - List of abstracts and manuscripts submitted, in press and/or published in any way connected to the Proposal; and
 - A revised budget, if necessary, accompanied by justifications.
- ii. Final Report. A final report is due within 30 days of termination or expiration of this Agreement on **September 15, 2019**. The Final Report may include all of the items listed above, plus at least a results summary and a final financial statement with a cost breakdown detailing grant expenditures.

6. Termination

You or NCAC may terminate this Agreement at any time for material breach, provided that the terminating Party gives the breaching Party notice and 30 days to cure its breach. In the event of termination, you will refund unearned Grant Funds to NCAC, on a pro-rata basis, for the period beginning on the effective date of termination and ending on the original expiration date of this Agreement. We will be under no obligation to pay any costs incurred by you after the effective date of termination, including any costs associated with commitments and non-cancellable contracts.

7. Publicity and Use of Names

We reserve the right to publicize our support for the Proposal with prospective business partners, donors, and other constituents, and to accurately represent the Proposal to regulatory agencies if required. You agree to provide us with a one-paragraph description of the Proposal in lay terms for this purpose, within one week of execution of this Agreement. Also, you agree to acknowledge NCAC as the funding source of the Proposal in any and all publications, media opportunities, presentations, meetings or conferences resulting from the Proposal (Publicity Events), and to notify us promptly after any such Publicity Event has been scheduled (tentatively or otherwise). Except in connection with Publicity Events as described in this section, neither NCAC nor you will use the other's name, trademarks or other marks, or will imply a relationship to any of the other's products or services, without the other's prior written consent.

8. Representations and Warranties

Discrimination: In performance of this Agreement, you agree not to discriminate in the hiring, promotion, dismissal or conditions of employment against any person performing the Proposal, on the basis of race, color, religion, national origin, sex, sexual preference, gender identity, age, handicap or other characteristics unrelated to the performance of the Proposal.

Notice: Any notices will be directed to the Parties at their respective addresses as listed below and will be deemed given as of the date each is: (a) delivered by hand; (b) mailed first class, postage prepaid, certified mail, return receipt requested; or (c) sent by national courier service, shipping prepaid, return receipt requested.

As to Beneficiary Name: **Nevada County Public Health Department
500 Crown Point Circle, Suite 110
Grass Valley CA 95945**

As to NCAC: NorCal AIDS Cycle
PO Box 161934
Sacramento, CA 95816
Attn: Jerry Mitchell

9. Indemnification

Contractor agrees to indemnify, defend, and hold harmless the County, its directors, officers, employees and agents, against any claims, liabilities, damages, losses, expenses (including without limitation, defense costs and attorney fees of litigation), and judgments arising out of the performance of this Agreement except, and to the extent such liability, damages, losses, expenses, loss, or claims for injury or damages are caused by or the sole negligence or willful misconduct of County or its officers, officials, employees, agents, or volunteers.

County agrees to indemnify, defend, and hold harmless the Contractor, its directors, officers, employees and agents, against any claims, liabilities, damages, losses, expenses (including without limitation, defense costs and attorney fees of litigation), and judgments arising out of the performance of this Agreement except, and to the extent such liability, damages, losses, expenses, loss, or claims for injury or damages are caused by or the sole negligence or willful misconduct of Contractor or its officers, officials, employees, agents, or volunteers.

10. Miscellaneous

You agree not to assign, delegate or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. We reserve the right to assign this Agreement without your consent if another entity merges with or acquires NCAC or substantially all of its assets. Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, no other part of this Agreement will be affected. Failure to insist upon the strict performance of the terms of this Agreement does not constitute waiver of those terms. Titles and articles headings contained in this Agreement are inserted only as a matter of convenience and reference. They do not define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflict of laws. If you agree to the terms contained in this letter, please sign below and then return one fully signed letter to me in the enclosed envelope. You should keep the other copy of this letter for your files. We look forward to working with you!

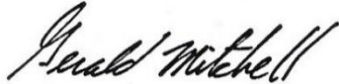
I understand that the NorCal AIDS Cycle distributes monies to event beneficiaries in August each year based on available funding and that acceptance as a beneficiary is not a commitment by the NorCal AIDS Cycle to meet any specific amount that may be requested.

I understand that the NorCal AIDS Cycle requires the support of event beneficiaries to succeed and agree to participate in actively promoting the event wherever possible.

I understand that the NorCal AIDS Cycle promotes event beneficiaries through social media platforms and on its website. As an event beneficiary, I agree to likewise make mention of the NorCal AIDS Cycle, as deemed appropriate in relation to services performed as an event beneficiary.

As an event beneficiary, I agree to promptly notify NorCal AIDS Cycle of any concern related to this Agreement in an attempt to resolve the matter informally, and in good faith.

Sincerely,
NorCal AIDS Cycle



Gerald "Jerry" Mitchell
October 11, 2018
Board Chairperson
NorCal AIDS Cycle

Accepted and Agreed:
Nevada County Public Health Department

By: _____
Jill Blake, Director

Date: _____

By: _____
Edward Scofield, Chair, Board of Supervisors

Date: _____

By: _____
Julie Patterson-Hunter, Clerk of the Board of Supervisors

Date: _____

EXHIBIT A

Statement of Work:

HIV Counseling, Testing and Referral Services program

EXHIBIT B

Total Estimated Project Costs:

Category: HIV Counseling, Testing and Referral Services program

Category Amount: \$7,000

Total: \$7,000

Schedule of Payments:

Date of Payment Amount

August 15, 2018

Total \$7,000