

MEMORANDUM OF UNDERSTANDING

between

County of Mendocino

and

Redwood Community Services, Inc.

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU" or "Agreement," is made and entered into on this 24th day of June, 2025, by and between the County of Mendocino, a political subdivision of the State of California, through its Behavioral Health and Recovery Services department (hereinafter known as "County"), and Redwood Community Services, Inc., a California nonprofit public benefit corporation (hereinafter known as "RCS"). Together all the above entities shall be referred to hereafter as the "Parties."

WHEREAS, RCS proposes to develop and provide property management services for an affordable housing project ("Project") consisting of two (2) one-bedroom and five (5) two-bedroom units, for a total of seven (7) units. This apartment complex is located at North Bush Street in Ukiah and is called "B Apartments". The entirety of these units will be dedicated to house individuals eighteen (18) years or older or households whose head of household is eighteen (18) years or older. A member of the household must meet the No Place Like Home ("NPLH") criteria of living with a serious mental health diagnosis, and experiencing or at risk of homelessness; and

WHEREAS, NPLH is administered by the California State Department of Housing and Community Development ("HCD") and provides financing for the development of permanent supportive housing for individuals living with serious mental health disabilities who are homeless, chronically homeless, or at-risk of chronic homelessness. The supportive housing is required to be linked with supportive services. The services assist the NPLH tenant to retain housing, improve their health, and increase their sufficiency; and

WHEREAS, the County, through its Behavioral Health and Recovery Services department, administers the County of Mendocino NPLH programs; and

WHEREAS, the County and RCS have received approval from HCD to use NPLH capital funds for the purchase of the seven-unit apartment complex to use for permanent supportive housing; and

WHEREAS, the NPLH funding award will be made directly to RCS or an affiliate of RCS through agreements with HCD; and

WHEREAS, the County shall commit to provide supportive services to NPLH eligible residents for the term of the project loans (twenty (20) years); and

WHEREAS, HCD may request that any necessary updates to the supportive services plan or related documents, including fully executed written agreements between the County and RCS be provided prior to the beginning of the initial rent-up period or prior to the permanent loan closing.

NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Term

This MOU shall become effective upon the closing of the NPLH permanent loans for the Project and shall continue through the term of such loans (anticipated at twenty (20) year terms), unless terminated earlier or extended, in whole or in part.

Section 2. Intent

The intention of this MOU is to outline the roles and responsibilities among the Parties and to coordinate their resources and efforts to provide permanent affordable housing to the NPLH target populations utilizing the supportive housing model. Supportive services are made available to NPLH eligible residents who may benefit from such services, to help them maintain stable housing and/or achieve improvements in health, wellness, recovery, employment, income, socialization, and quality of life.

Section 3. Guiding Principles

The Parties share the following principles that will guide the Parties under this MOU:

- All Parties shall work together, establish a foundation of trust and partnership, and provide seamless and high-quality services to each NPLH tenant, based on the NPLH tenant's individual needs.
- All Parties agree to provide permanent supportive housing that incorporates core Housing First Guidelines (California Welfare and Institutions Code, Section 8255).
- All mental health services shall be client-driven and coordinated with the needs and wishes of the NPLH tenant.
- Supportive services provided by the County will be available to NPLH tenants on a voluntary basis.
- All Parties shall protect tenant privacy in the delivery of services.
- The supportive services shall include linkage to community services.
- The County shall organize and facilitate quarterly meetings with representatives from RCS to discuss emerging project issues.
- The Parties agree to establish key objectives regarding housing stability, increased skills or income, and self-determination as a means of evaluating the program. The key objectives may be reviewed at quarterly meetings, and whenever possible, will be assessed periodically for appropriateness.

Section 4. Scope of Services

A. Responsibilities of County: Lead Service Provider - Mendocino County Behavioral Health and Recovery Services.

1. General NPLH Project Responsibilities. The County shall:

- a. Be responsible for monitoring the provisions of this MOU, including conducting administrative and programmatic collaborative meetings at least quarterly. These meetings will be an opportunity to address concerns or communication

needed around this MOU, supporting tenants, discuss coordination of referrals, services, and vacancies, and ensuring that units funded through the NPLH Housing Programs are being fully utilized.

- b. Ensure RCS has access to current contacts for support services, staff hours, schedules of support staff, and ongoing supportive service events including resolving tenant challenges.
- c. Develop and implement a Supportive Services Plan (SSP) and supportive services budget in coordination with RCS and HCD. The SSP and budget may be amended from time to time between the County, RCS, and HCD.
- d. Independently secure funding for the provision of qualifying supportive services.
- e. Provide RCS with a point person regarding matters relevant to the Lead Service Provider.

2. NPLH Tenant Referral, Outreach, Screening, and Communication. The County shall:

- a. Upon notification by property management of a vacancy, support applications to RCS Property Management via the Mendocino County Homeless Services Continuum of Care's Coordinated Entry System (CES) community queue to refer the top ranked eligible participants based on prioritization.
 - i. Top priority for this NPLH project through the CES is the top ranked households (individuals or multi-member households) experiencing chronic homelessness who report experiencing serious mental illness.
 - ii. Support verification of eligibility of a Serious Mental Health Disability by qualified mental health worker. Screening and documentation shall occur before applicants are approved to move into a NPLH unit.
 - iii. Support coordination with service agencies, as needed, for verification of Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness as defined under the NPLH Guidelines, and incorporate procedures established by the local CES. Documentation shall occur before applicants are approved to move into a NPLH unit.

3. Move-In and Ongoing Tenancy. The County shall:

- a. Arrange for supportive services to be available to all NPLH households for the term of this MOU by direct mental health service providers.
- b. Ensure direct service providers explain to new NPLH tenants the roles and responsibilities of the County as the Lead Service Provider.

- c. Ensure direct service providers obtain written permission from tenants, through a Release of Information form, for RCS staff to contact the County to resolve tenancy concerns related to priority population (for example failure to pay tenant portion of rent or to follow terms and conditions of the lease or project rules).
- d. Ensure direct service providers meet with NPLH tenants at move-in, to provide an orientation of voluntary services that are available on-site and off-site, and to provide information about other community resources.
- e. Ensure direct services providers develop a recovery focused service plan in collaboration with each NPLH tenant. Supportive services may include, but are not limited, to the following:
 - i. Mental Health Services
 - ii. Psychiatric Evaluations
 - iii. Case Management
 - iv. Physical Health Services
 - v. Clinical Support
 - vi. Crisis Management
 - vii. Medication Support
 - viii. Linkage to Community-Based Services
 - ix. Nursing Support
 - x. Substance Abuse
 - xi. Wellness and Recovery Action Planning (WRAP)
 - xii. Life Skills Training
 - xiii. Peer Support
 - xiv. Benefits Counseling
 - xv. Basic housing retention skills
 - xvi. Educational Opportunities
 - xvii. Employment/Vocational Services
 - xviii. Budgeting & Financial Training
 - xix. Recreational and social activities
 - xx. Representative Payee Support
 - xxi. 24/7 Consumer After-Hour Crisis Support
- f. Ensure direct service providers conduct ongoing services to monitor progress and provide appropriate interventions as needed. Update NPLH tenant service plans at least annually.
- g. Ensure tenants have a plan for twenty-four (24) hours a day, seven (7) days a week response for crisis intervention by their service provider or Crisis response programs.
- h. Ensure service providers coordinate and participate as needed in case conferences with other members of the NPLH tenant's support team to discuss NPLH tenant's progress.

- i. Collaborate with RCS Housing Management to ensure NPLH tenants obtain the support and services needed to maintain their housing.

4. Lease Violation Intervention/Eviction Prevention. The County shall:

- a. Ensure the provision of eviction prevention strategies through early intervention and support upon NPLH tenant experiencing lease violations.
 - i. Support re-engagement of support services if NPLH tenant has disengaged from services.
 - ii. Identify funding and resources if lapses in rent are contributing to eviction risk
- b. In collaboration with the NPLH tenant and RCS, establish plans to help NPLH tenants obtain appropriate support and services they need to maintain their permanent housing in times of crisis.
- c. Whenever possible, notify RCS of any changes in the supportive services offered to NPLH tenants, and any changes and/or losses of funding that could affect availability of supportive services.

5. Reporting. The County shall:

- a. Meet all HCD (NPLH) outcomes reporting requirements.
- b. In consultation with RCS, collect, manage, and submit data to demonstrate supportive service delivery and housing outcomes for NPLH tenants.
- c. Collaborate with RCS to prepare and submit annual supportive services budget and services report to HCD.

B. Responsibilities of RCS: Sponsor and Property Manager

1. Development and Property Management Contract. RCS shall:

- a. Legally organize an affiliated single purpose entity, "Redwood Villages, LLC" to own the development.
- b. Execute a management contract between Redwood Villages, LLC for RCS to act in the role of project operator and property manager. RCS shall ensure the property management contract includes copies of the NPLH Regulatory Agreement(s) found at <https://www.hcd.ca.gov/grants-and-funding/programs-active/no-place-like-home-program>, and are made a part of the contract.
- c. Have sole duties and responsibility for the successful development, operation, and management of the housing project.
- d. Comply with prevailing wage laws regarding the payment of prevailing wages, if

required by the County, or other lenders. In addition to any other indemnification provision of this MOU, RCS shall indemnify and hold County harmless from and defend County against any and all claims of liability for any failure by RCS arising in part or in whole from its agents, contractors, or employees' failure to pay prevailing wages for work on the project or to comply with the duties proscribed by this section.

- e. Monitor and provide oversight of property management and ensure compliance with applicable local, State, and Federal statutes and regulations governing Fair Housing and tenant's rights.
- f. Provide a thirty (30) day written notice to the County prior to change in property management. Any such change may need prior approval by the County, HCD, and other interested lenders. Please reference the NPLH Regulatory Agreements

2. Tenant Outreach, Application, and Screening. RCS shall:

- a. Dedicate NPLH assisted units in accordance with the NPLH Standard Agreement No. 21-NPLH-17333 from HCD for eligible NPLH tenants.
- b. Develop and implement a Tenant Selection, Community Outreach, and Marketing Plan for the Project. The Plan shall comply with applicable local, State, and Federal Fair Housing regulations and shall use the CES for NPLH assisted units for tenant referrals.
- c. Provide written notice to County if any NPLH eligible applicant that the County refers for tenancy in an NPLH assisted unit is denied tenancy.
- d. Coordinate with County to access the Mendocino County Homeless Services Continuum of Care's CES community queue to refer the top three (3) ranked eligible participants upon notification by Property Management about upcoming vacancies. Top priority for this NPLH project through the CES is the top ranked households (individuals or multi-member households) experiencing chronic homelessness who report experiencing serious mental illness.
- e. With support from the County, verify eligibility of a Serious Mental Health Disability by qualified mental health worker. Screening and documentation shall occur before applicants are approved to move into a NPLH unit.
- f. Connect with referring agencies to document applicant's status of Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness as defined under the NPLH Guidelines and incorporate procedures established by the local CES. Documentation shall occur before applicants are approved to move into a NPLH unit.

- g. Create admission, eviction, and appeals policies that are consistent with requirements established by Fair Housing laws, Housing First model, and regulatory agreements with all funding sources. These policies must include reasonable accommodations for the needs of the target population, particularly the needs of hard to serve individuals (e.g., individuals with histories of substance abuse, bad credit, behavior management issues and/or incarceration).
- h. Work with County to have supportive service applicants sign an "Authorization of Release of Information" form to allow agencies to discuss their housing issues.
- i. Ensure that NPLH tenant total household income at the time of move-in shall not exceed thirty percent (30%) of the Area Median Income (AMI) limit as published by HCD.
- j. Ensure that NPLH assisted units shall be restricted to no more than the thirty percent (30%) AMI Rent level or below as specified in the Project's NPLH Regulatory Agreement(s), except, and in accordance with NPLH Guidelines, if at time of recertification a tenant household's income exceeds the thirty percent (30%) AMI income level, and this increase is based solely on the current Supplemental Security Income/State Supplementary Payment payment rate or cost-of-living adjustment, the household rent shall not exceed thirty percent (30%) of household income. These over-income units shall continue to be designated as NPLH assisted units.
- k. Refer to the appropriate CES Front Door location for enrollment in the local CES those applicants who apply directly to RCS and who seek NPLH assisted units.
- l. Provide County and applicants with a copy of reasonable accommodation policies and forms.
- m. Be responsible for consistent application of tenant selection criteria in accordance with all applicable Fair Housing provisions and/or applicable project funder(s) requirements, such as utilizing the Housing First model, when considering tenants for all NPLH assisted units.
- n. Be responsible for annual recertification of household income for NPLH tenants.

3. Move-In Process. RCS shall:

- a. Ensure that each NPLH assisted unit has a lease signed by all adult members of the household and is occupied by at least one (1) NPLH eligible resident.
- b. Notify the County in writing of the day and time of move-in and, if the formal introduction to the identified services support staff has not occurred prior to this time, facilitate introduction.

- c. Provide tenants and County designated direct service provider with current copies of the lease and the community rules.
- d. Provide an orientation of the lease and the community rules to new tenants to establish property management expectations in areas such as use of bathroom/kitchen, rent collection, maintenance requests, etc.
- e. Orient new tenants to emergency procedures.

4. Ongoing Tenancy, Maintenance of Property, Safety, and Security. RCS shall:

- a. Notify County staff and the local CES Committee when vacancies occur in NPLH funded units.
- b. Develop and maintain a clear separation of responsibilities and duties between RCS and County.
- c. Establish policies and procedures for resolving conflicts between RCS and County when they cannot reach agreement on a course of action.
- d. Collaborate with County designated direct service provider to help NPLH tenants resolve issues as they emerge.
- e. Whenever possible, have a representative attend quarterly administrative and programmatic meetings to ensure all Parties comply with this MOU, and that NPLH units funded through the NPLH Housing Programs are being fully utilized.
- f. Provide regular training for property management staff in advanced safety precautions, including first aid, crisis management, conflict de-escalation, and other skills.
- g. Maintain a system for identifying contact information for NPLH tenants' assigned case managers.
- h. Have the capacity to respond to tenants' requests for services within seventy-two (72) hours, contingent on the nature of the request.
- i. Ensure all project staff members are introduced to County staff and are aware of the roles and responsibilities of the County.
- j. Provide County and tenants with written policies and procedures for maintenance requests, including any forms that must be completed to request maintenance work.

- k. Maintain all common grounds of the project. This includes outside and inside fixtures, walls, and other such common areas that are not regarded as part of or under the control of the occupant's possession.
- l. Comply with all applicable licensing regulations.
- m. Immediately notify County, in writing, in the event of an NPLH tenant exiting the project for any reason.
- n. Provide regular trainings for tenants and staff on basic safety and evacuation procedures and provide County copies of evacuation procedures, including COVID-19 safety and use of Personal Protective Equipment as recommended or required by public health agency guidelines.
- o. Ensure all project staff are trained on when to call emergency medical personnel or the police, and when to communicate with their supervisors and/or supportive service staff in the event of an emergency.
- p. Notify County immediately of any critical incidents at housing site that results in emergency services response or police action resulting in loss of life, serious bodily harm, or major capital damage to buildings.
- q. Report to County any unusual or uncharacteristic tenant behavior in a timely manner but, in any event, not more than two (2) business day after the occurrence.

5. Communication and Reporting. RCS shall:

- a. Coordinate with the County to collect, manage, and submit data for the NPLH Housing Program Annual Self-Certification forms, to demonstrate supportive service delivery and housing outcomes for program eligible NPLH tenants.
- b. Comply with the necessary documentation and reporting requirements and guidelines as established by the County, HCD, and other project lenders.
- c. Complete an annual audit prepared by a certified public accountant in accordance with commonly accepted accounting standards.
- d. In consultation with County, submit annual financial reports, annual occupancy report, annual operating budget, and an annual supportive services budget to HCD.
- e. Establish policies and procedures ensuring tenants have access to RCS for routine business during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

- f. Establish policies and procedures that provide access to a management representative twenty-four (24) hours per day, seven (7) days a week, for emergencies.
- g. Collect, manage, and submit, in consultation with the County as necessary, data for the NPLH Annual Self-Certification, to demonstrate supportive service delivery and housing outcomes for eligible NPLH tenants.
- h. Collaborate with County and/or designated direct service agencies to help supportive housing tenants resolve issues, as they emerge.
- i. Have a representative attend quarterly administrative and programmatic meetings to ensure all Parties comply with this MOU, and that NPLH assisted units are being fully utilized.
- j. Comply with all HCD permanent supportive housing rules, regulations, and reporting requirements for the entire term of this MOU.
- k. Notify the County and HCD, in writing, no fewer than thirty (30) days prior to any potential changes to the regular operations of the housing site, or any potential changes or losses of funding that could affect the operations of the housing site.

C. General Responsibilities of All Parties. The Parties shall:

- 1. Participate in regular joint meetings coordinated by County, on at least a quarterly basis to discuss coordination of services, referrals, and vacancies.
- 2. Share with each other the phone and contact directories of key staff to be involved with the Project within their respective organizations (e.g., property managers, maintenance staff, supervisors, case managers, emergency contact phone numbers, etc.). The directory shall include e-mail, fax, office, and cell phone numbers when available and appropriate. The Parties shall periodically update and/or confirm contact information with each agency.
- 3. Share written policies, procedures, and forms for filing complaints, grievances, and incident reports related to owners, managers, or services, including an overview of the reporting structure within each organization.
- 4. Respect tenant confidentiality and share information about specific tenants only when they have signed an "Authorization for Release of Information" form. All parties agree that their intake and consent documents will disclose to tenants in writing that they live in a supportive housing site in which County and RCS communicate confidential tenant information only when tenants have signed the above referenced authorization form.
- 5. Ensure separate files and staff are used for property management services and social services.

6. Conduct regular trainings for staff regarding maintaining client/tenant confidentiality and include maintenance of client/tenant confidentiality as a work performance expectation for all appropriate job classifications.
7. Participate in regular joint meetings of management level staff coordinated by County. These meetings may occur at least two (2) times per year, with the annual schedule established in advance.
8. Participate in data collection requirements required by NPLH and other project lenders, to include information specific to each (e.g., occupancy reports, and participation in services).

Section 5. Compensation for Services

There shall be no compensation among the Parties hereto for services provided under this MOU.

Section 6. Health Insurance Portability Act and Accountability Act of 1996

- A. All Parties included in this MOU are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. All Parties hereto agree to cooperate in accordance with the terms and intent of the MOU for implementation of relevant law(s) and/or regulation(s) promulgated under this law. All Parties further agree that they shall be in compliance and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All privacy complaints shall be referred to:

County of Mendocino
Behavioral Health and Recovery Services
Attn: MH Compliance Program
1120 South Dora Street
Ukiah, CA 95482

- B. All Parties agree to maintain the confidentiality of all mental health and/or substance abuse client information in accordance with all applicable Federal, State and local laws and regulations, and in accordance with the Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996, (Attachment 2), which is attached and incorporated into this Agreement by this reference. All Parties shall ensure that name, addresses, phone numbers, and other individually identifiable information concerning mental health and/or substance abuse clients and the services they may be receiving are kept confidential. Applicable confidentiality laws include, but may not be limited to, California Welfare and Institution Code, Section 5328 through 5330, inclusive, 45 CFR Section 205.50, 42 CFR Part 2. The County shall notify the County Compliance Officer of any breach of applicable confidential laws referenced herein.

Section 7. Financial Records

- A. All Parties shall maintain financial, programmatic, statistical and other supporting records of its operation and financial activities in accordance with State and Federal requirements and this section. All records shall be open to inspection by, and may be audited by, the authorized representatives of County, and any State and/or Federal governing agencies. This provision shall survive the termination, expiration, or cancellation of this MOU.
- B. All financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this MOU shall be retained collectively by all Parties for a period of twenty-five (25) years, at a minimum. In the event of litigation, claim or audit, the records shall be retained until all litigation, claims and audit findings involving the records have been fully resolved. The twenty-five (25) year period commences upon issuance of certificate of occupancy to RCS.

Section 8. Termination of this MOU

- A. Either County or RCS may terminate this MOU upon breach of this MOU by the other Party. A written notice of such breach must be given, and if the noticed Party fails to cure such breach to the reasonable satisfaction of the notifying Party within thirty (30) days of delivery of the notice of breach, or such extended period as is agreed necessary to cure the breach, such termination by the noticing Party shall be effective at the end of the cure period if no cure has been effected. In addition, the following occurrences will give County the right to terminate this MOU:
 - 1. A petition is filed for voluntary or involuntary bankruptcy by or on behalf of RCS, which petition not dismissed within sixty (60) days.
 - 2. If RCS makes a general assignment, or RCS' interests hereunder are assigned involuntarily or by operation of law, for the benefit of creditors.
 - 3. Abandonment of the Project by RCS.

Section 9. Changes to MOU

- A. This MOU may be amended by written mutual consent of the Parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the Parties hereto and any required third-party consents have been obtained.
- B. All notices to be given by the Parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, return receipt requested or by overnight delivery service such as Federal Express.

1. Notices to **County** shall be addressed as follows:

Mendocino County Behavioral Health and Recovery Services

Attn. Director of Health Services

1120 South Dora Street

Ukiah, CA 95482

Tel: 707-472-2637

Alternatively, to such other location as the County directs.

2. Notices to **RCS** shall be addressed as follows:

Redwood Community Services, Inc.

Attn. Chief Executive Officer

631 S. Orchard Ave.

Ukiah, CA 95482

Tel: 707-467-2010

Alternatively, to such other locations as RCS directs.

Section 10. Miscellaneous Provisions

- A. **SEVERABILITY:** If any provisions in the MOU are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalid in any way.
- B. **DELEGATION AND ASSIGNMENT:** RCS shall not delegate its duties or assign its rights under this MOU, or both, either in whole or in part, without prior written consent of County, and any prohibited delegation or assignment shall be null and void; provided, however, no consent is required for RCS to assign its rights and duties as Project sponsor and owner under this MOU to an affiliated single purpose entity whose purpose is to provide for the continued development, ownership, and operation of the Development. For the purposes of this MOU, "affiliated single purpose entity" means a limited partnership where RCS or an RCS-controlled entity is the general partner.
- C. **ENTIRE AGREEMENT:** This document and the documents referred to herein or exhibits hereto are the entire MOU between the Parties and they incorporate or supersede all prior written or oral Agreements or understandings.
- D. **COMPLIANCE and NON-DISCRIMINATION:** All Parties warrant and certify that, in the performance of the MOU, they shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Mendocino, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. All Parties further warrant and certify that they shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of the MOU.

1. RCS shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, human immunodeficiency virus, and acquired immunodeficiency syndrome), physical or mental disability, use of family care leave under either the Family and Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
 2. RCS is in compliance with and agrees that RCS shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- E. **HOLD HARMLESS-INDEPENDENT PROJECT SPONSOR/DEVELOPER AND PROPERTY MANAGEMENT:** It is understood and agreed by Parties that RCS is an independent entity, and that no relationship of employer-employee exists between the Parties hereto outside of what is explicitly declared and outlined in this MOU. RCS shall not be entitled to any benefits payable to employees of County, including County Workers' Compensation Benefits. County is not required to make any deductions from the compensation payable to RCS under the provisions of the MOU; and as an independent entity, RCS hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employees relationship exists by reason of this MOU.
- F. **CHILD SUPPORT COMPLIANCE PROGRAM:** RCS warrants that it is now in compliance and shall during the term of this MOU maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- G. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:** RCS officers, employees, agents, and subcontractors performing the work or services required by this MOU, shall obtain and maintain in effect all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this MOU and constitutes grounds for the termination of this MOU by County.
- H. **CONFLICT OF INTEREST:** RCS officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this MOU.
- I. **SCOPE AND OWNERSHIP OF WORK:** All work provided by RCS shall be the sole property of the County. RCS shall have no proprietary interest in the programs or data they

develop for the County, or those programs or data developed during periods of time services are provided to the County. RCS understands that work performed in the described manner is accomplished for the benefit of the County and becomes the sole property of the County. RCS agrees that the products of this work, its "Intellectual Property" are by rights the sole possession of the County. Intellectual Property is defined as "The ownership of ideas and control over the tangible or virtual representation of those ideas, including but not limited to program names and phone numbers".

J. DISCLOSURE OF OWNERSHIP:

1. Pursuant to Title 42 of the Code of Federal Regulations § 455.104, all County contractors, subcontractors, network providers must disclose ownership information set forth in this Section 10.J.
2. RCS shall submit updated disclosures to the County before entering into or renewing contracts, and within thirty-five (35) days after any change in RCS ownership or upon request of the County.
 - a. Disclosures to be Provided:
 - i. The name and address of any person (individual or corporation) with an ownership or control interest in RCS. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address.
 - ii. Date of birth and social security number (in the case of an individual).
 - iii. Other tax identification number (in the case of a corporation with an ownership or control interest in RCS of five percent (5%) or more interest).
 - iv. Whether the person (individual or corporation) with an ownership or control interest in RCS is related to another person with ownership or control interest in the same or any other contractor or provider of the County as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which RCS has a five percent (5%) or more interest is related to another person with ownership or control interest in RCS as a spouse, parent, child, or sibling.
 - v. The name of any other disclosing entity in which RCS or subcontractor has an ownership or control interest.
 - vi. The name, address, date of birth, and social security number of any managing employee of RCS.

Section 11. Insurance and Indemnification

- A. RCS shall defend, indemnify, and hold County, its officers, agents and employees, free and harmless from any claim and/or liability whatsoever, including wrongful death, based or asserted upon any acts or omission of RCS, its agents, representatives, employees, and subcontractors, relating to or in any way connected with or arising from the performance of the work under this MOU by RCS, its agents, representatives, employees, and subcontractors.
- B. Without limiting RCS' indemnification of the County, RCS shall procure and maintain for the duration of this MOU, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by RCS, RCS' agents, representatives, employees, and subcontractors. At the very least, RCS shall maintain the insurance coverage, limits of coverage and other insurance requirements as described in Insurance Requirements (Attachment 1), which by reference is incorporated hereto. Certificates evidencing the maintenance of RCS' insurance coverage shall be filed with County. Said certificates must be on file prior to services performed under this MOU.

Section 12. Choice of Law, Jurisdiction, and Venue

This MOU is to be construed under the laws of the State of California. The Parties agree that venue is proper in state and federal courts having jurisdiction in the County of Mendocino, State of California.

Section 13. Signatures

All Parties mutually agree to fully, and faithfully perform all applications set forth in this MOU. All parties agree to have their duly authorized signatories sign this MOU.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this MOU in the County of Mendocino, State of California, on the dates set forth below, and each signatory represents that they have the authority to execute this MOU and to bind the party on whose behalf their execution is made.

Redwood Community Services, Inc.

By: Victoria Kelly

5/27/25
Date

Name: Victoria Kelly

Title: President & CEO

County of Mendocino

By: Jenine Miller

5/30/25
Date

Name: Jenine Miller, Psy.D.

Title: Director of Behavioral Health

Attachment 1

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Redwood Community Services, Inc. (RCS) for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this MOU or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Section 11 of this MOU.

RCS shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

RCS shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

Attachment 2

Business Associate Agreement Under the Health Insurance Portability and Accountability Act Of 1996 (HIPAA)

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective the date this Agreement becomes fully executed by all parties (the "Effective Date"), by and between **Redwood Community Services, Inc.** ("Business Associate/Qualified Service Organization") and **Mendocino County Department of Behavioral Health and Recovery Services** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship ("Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. ("PHI"). Therefore, if Business Associate is functioning as a Business Associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH").
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a Business Associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate/Qualified Service Organization, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.
6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate/Qualified Service Organization, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer
1-866-791-9337

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an

accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate/Qualified Service Organization, Business Associate shall within two (2) days forward such request to Covered Entity.

13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
 - (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
 - (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - (c) Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate/Qualified Service Organization's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.
16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.
17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associate/Qualified Service Organizations or agents of Business Associate/Qualified Service

Organization. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.

18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate/Qualified Service Organization's breach of its obligations relating to the use and disclosure of PHI.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

REDWOOD COMMUNITY SERVICES, INC.

By: Victoria Kelly

Name: Victoria Kelly

Title: CEO

Mendocino County

By:



Name: Jenine Miller, Psy.D.

Title: Director of Health Services

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
Jerine Miller, Psy.D.,
Director of Health Services

Date: 5/30/25

Budgeted: No
Budget Unit: N/A
Line Item: N/A
Org/Object Code: N/A
Grant: Yes
Grant No.: NPLH - Competitive Allocation

COUNTY OF MENDOCINO

By: 
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 06/24/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: 
Deputy 06/24/2025

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 06/24/2025

INSURANCE REVIEW:

By: 
Risk Management

Date: 05/27/2025

CONTRACTOR/COMPANY NAME

By: 
Victoria Kelly, CEO

Date: 5/27/25

NAME AND ADDRESS OF CONTRACTOR:

REDWOOD COMMUNITY SERVICES, INC.
631 South Orchard Avenue
Ukiah, CA 95482
kellyv@redwoodcommunityservices.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:

By: 
COUNTY COUNSEL

Date: 05/27/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 05/27/2025

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: Located within city limits in Mendocino County