

AGREEMENT BETWEEN COUNTY OF MENDOCINO AND NEW LIFE HEALTH AUTHORITY DBA NEW LIFE, LLC FOR TRIBAL 638 VOLUNTARY PROVISION OF COUNTY PORTION OF NON-FEDERAL SHARE PERTAINING TO SUBSTANCE USE DISORDER OUTPATIENT DRUG FREE SERVICES, INTENSIVE OUTPATIENT TREATMENT SERVICES, AND NARCOTIC TREATMENT PROGRAM SERVICES FOR FISCAL YEARS 2024-2025 TO 2025-2026

This agreement (“Agreement”) is made and entered into by and between the County of Mendocino, hereinafter referred to as “County,” and New Life Health Authority dba New Life, LLC, hereinafter referred to as “Contractor.” Contractor is a governmental instrumentality of the Pinoleville Pomo Nation, a federally recognized Indian tribe (“Nation”). County and Contractor are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the County of Mendocino, Behavioral Health & Recovery Services Department has contracted with the State of California, Department of Health Care Services for the purpose of identifying and providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for substance use disorder (SUD) treatment in Mendocino County; and is part of a regional model implementing DMC-ODS through contract with the local managed care plan, Partnership HealthPlan of California, to ensure the availability and accessibility of facilities and services to Medi-Cal beneficiaries on behalf of the County;

WHEREAS, Contractor provides specialized SUD services as an Indian Health Care Provider (“IHCP”) and has contracted with Partnership HealthPlan for the provision of such services to the residents of Mendocino County;

WHEREAS, the Nation appears on the U.S. Department of the Interior’s list of federally-recognized Indian tribes and is eligible to participate in the unique programs and services offered to federally-recognized Indian tribes, and Contractor (a governmental instrumentality of the Nation and an IHCP) administers certain of the Nation’s healthcare programs and services, which it operates pursuant to the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, the Indian Health Care Improvement Act, Pub. L. 94-437, and other applicable federal laws; and

WHEREAS, by this Agreement, Contractor intends to voluntarily provide the County an amount not to exceed the County’s portion of the non-federal share of cost for Contractor’s provision of licensed narcotic treatment program (“NTP”) services from October 1, 2024 through June 30, 2026.

NOW, THEREFORE, based on the foregoing recitals, the Parties agree as follows:

- 1. TERM.** The term of this Agreement shall be effective the date this Agreement becomes fully executed by all Parties (the “Execution Date”) for services from October 1, 2024 through June 30, 2026.

2. **TERMINATION.** This Agreement may be terminated by mutual written agreement signed by the Parties.

3. **TRIBAL 638 VOLUNTARY PROVISION OF NON-FEDERAL SHARE.**
 - 3.1 Prior to a California tribe or tribal 638 clinic voluntarily providing the County's portion of the non-federal share of funds to the County, the Contractor shall provide documentation to the state or local Medicaid agency of their status as a tribal 638 entity. This documentation may include, but is not limited by, a copy of the tribe's federal compact with the Indian Health Services or a state-produced document (such as DHCS APL 17-020 Attachment #1: List of American Indian Health Program Providers) that identifies the Contractor and its affiliated clinics as being recognized as a tribal 638 clinic.
 - 3.2 Contractor's voluntary provision of the County's portion of the non-federal share of funds shall be consistent with 42 CFR 433.51, and shall not be used as matching funds in other federal programs, nor shall be provided from other federal grants received by Contractor. Any specific voluntary provision of the County's portion of non-federal funds from Contractor to County consistent with this process shall also contain an attestation to this effect from a designated Contractor representative.
 - 3.3 Contractor agrees to fund County up to six million dollars (\$6,000,000) for the County's portion of the non-federal share of cost arising from Contractor's provision of NTP services from October 1, 2024 through June 30, 2026.
 - 3.4 Within thirty (30) days of the last day of each calendar month, Contractor shall submit to County: (i) a summary of NTP services provided by Contractor during the prior month for which the County is fiscally responsible; (ii) a calculation of the County's fiscal responsibility for such services based on each patient's eligibility; and (iii) the voluntary provision of the County's portion of non-federal funds for such services, together with an attestation from a designated Contractor representative that such funds are not already being used as matching funds for another federal program.
 - 3.5 Within sixty (60) days of the end of the County's fiscal quarter, or as otherwise agreed to in writing by the Parties, there shall be a reconciliation of the Contractor's voluntary provision of the County's portion of non-federal funds. Both Parties agree to share information required to complete such reconciliation process.

4. **INDEMNIFICATION.** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with Contractor's performance under this Agreement, including action or inaction of Contractor, and its officers, employees, agents and subcontractors, unless arising out of the sole negligence or willful misconduct of County.

5. MODIFICATION OF AGREEMENT. This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of the Parties.

6. NOTICES. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed to have been given if delivered personally on the day of delivery or effective three (3) mail delivery days after enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the Parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party:

County of Mendocino
Behavioral Health & Recovery Services
501 Low Gap Road
Ukiah, CA 95482
Attn: Jenine Miller, Psy.D. Director

New Life Health Authority
dba New Life, LLC
280 E. Standley Street
Ukiah, CA 95482
Attn: Clinic Manager

7. ENTIRE AGREEMENT. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between the Parties relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both Parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

8. INDEPENDENT CONTRACTOR. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.


9. ATTORNEYS' FEES. In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each Party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

(signature page to follow)

IN WITNESS WHEREOF, Contractor and County have executed this Agreement as of the date set forth below.

MENDOCINO COUNTY


**NEW LIFE HEALTH AUTHORITY
dba NEW LIFE, LLC**

By: 
Name: Jenine Miller, Psy.D.
Title: Director of Behavioral Health
Date: 12/5/24

By: *Chairperson Leona L. Williams*
Chairperson Leona L. Williams (Dec 4, 2024 12:18 PST)
Name: Leona L. Williams
Title: Tribal Chairperson
Date: 12/04/20

IN WITNESS WHEREOF


DEPARTMENT FISCAL REVIEW:

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

Date: 12/5/24

Budgeted: No
Budget Unit: 4049
Line Item: 82-7700
Org/Object Code: SU
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By:  John Haschak
~~MAUREEN MULHEREN~~, Chair
BOARD OF SUPERVISORS

Date: 01/07/2025


ATTEST:

DARCIE ANTLE, Clerk of said Board


By: 
Deputy 01/07/2025

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 01/07/2025

INSURANCE REVIEW:

By: 
Risk Management

Date: 11/22/2024

CONTRACTOR/COMPANY NAME

By: Chairperson Leona L. Williams
Chairperson Leona L. Williams (Dec 4, 2024 12:18 PST)

Date: 04/12/24

NAME AND ADDRESS OF CONTRACTOR:

New Life Health Authority DBA New Life LLC.
280 E. Standley St.
Ukiah, CA 95482
(707) 466-0001

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: 11/22/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 11/22/2024

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 outside Mendocino County / Revenue to County









New Life Health Authority DBA New Life LLC., \$6,000,000, 24-26, BHRS SUDT - For Signatures

Final Audit Report

2024-12-04

Created:	2024-12-04
By:	Mailea Pane (panem@mendocinocounty.org)
Status:	Signed
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"New Life Health Authority DBA New Life LLC., \$6,000,000, 24-26, BHRS SUDT - For Signatures" History

-  Document created by Mailea Pane (panem@mendocinocounty.org)
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-  Document signing delegated to Chairperson Leona L. Williams (leonaw@pinoleville-nsn.gov) by Padraic McCoy (mccoy@olp-partners.com)
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-  Document e-signed by Chairperson Leona L. Williams (leonaw@pinoleville-nsn.gov)
Signature Date: 2024-12-04 - 8:18:39 PM GMT - Time Source: server
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