

**AMENDMENT TO PURCHASING AGENT
AGREEMENT NO. 22-143, DEPARTMENT No. MH-22-033**

This Amendment to PA Agreement No. 22-143, MH-22-033 is entered into this 6th day of December, 2022, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Manzanita Services, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, PA Agreement No. 22-143, MH-22-033 was entered into on August 1, 2022; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the original PA Agreement No. 22-143, MH-22-033, from \$49,950 to \$251,720; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to alter the Exhibit A and Exhibit B, Definition of Services and Payment Terms, set out in the original PA Agreement No. 22-143, MH-22-033.

NOW, THEREFORE, we agree as follows:

1. The amount set out in the original PA Agreement No. 22-143, MH-22-033 is hereby increased from \$49,950 to \$251,720.
2. The Exhibit A and Exhibit B, Definition of Services and Payment Terms, set out in the original PA Agreement No. 22-143, MH-22-033, are hereby superseded and replaced by the Exhibit A and Exhibit B attached hereto and incorporated herein by this reference.

All other terms and conditions of PA Agreement No. 22-143, MH-22-033 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D., Behavioral Health
Director

Date: 9/30/22

Budgeted: ☒ Yes ☐ No

Budget Unit: 4051

Line Item: 86-2189

Org Code: MA CSS

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 12/06/2022

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 12/06/2022

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: [Signature]
Deputy 12/06/2022

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 09/26/2022

CONTRACTOR/COMPANY NAME:

By: [Signature]
Donna Moschetti

Date: 9/30/2022

NAME AND ADDRESS OF CONTRACTOR:

Manzanita Services, Inc.

410 Jones St. Suite C-1

Ukiah, CA 95482

Erasu13@gmail.com

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: [Signature]
Deputy

Date: 09/26/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 09/26/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ RFP MH-20-003

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: nonprofit

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR agrees to perform the contracted activities and reporting responsibilities in compliance with the County Mental Health Plan, Proposition 63 (Mental Health Services Act (MHSA)) and with the County MHSA Plan. CONTRACTOR will provide Community Services and Support (CSS) services using the Integrated Care Coordination Service Model for beneficiaries through Adult Wellness and Recovery Centers to better serve consumers with severe mental illnesses and severe emotional disturbances.

I. CONTRACTOR shall provide the following services for beneficiaries ages eighteen (18) and older in Ukiah and Willits:

1. Services include wellness center activities for individuals with mental illness such as:

- a. Linkage to counseling and other support services.
- b. Life skills training.
- c. Nutrition and exercise education and support.
- d. Finance management support including benefits education and Social Security Disability Insurance (SSDI)/Supplemental Security Income (SSI) applications.
- e. Patient navigation.
- f. Dual diagnosis support, harm reduction education, referral and linkage to co-occurring disorders treatment.
- g. Vocational education and educational support.
- h. Health management support, referrals and linkage to medical and behavioral health providers.
- i. Self-esteem building and development of healthy social relationships, including monthly socials.
- j. Coordinated Entry assessment and housing referral support services.
- k. Community garden.
- l. Peer support, self-advocacy, and personalized recovery.

II. CONTRACTOR shall use outcome measures and client satisfaction surveys.

1. These outcomes will be reported to the COUNTY in the following categories.

- a. Outcomes shall be agreed upon by COUNTY and CONTRACTOR as reflecting improvement in clients served, and in compliance with MHSA regulations.
- b. Consumer Perception Surveys will be reported semi annually.

III. CONTRACTOR shall participate in MHSA Forums.

IV. CONTRACTOR must complete quarterly and annual reports

1. The reports will include:
 - a. Program Name.
 - b. Number of fiscal year to date of unduplicated clients/ and or family members served in the fiscal year.
 - c. Client demographics based on unduplicated clients served.
 - d. Number and type of services provided to clients.
 - e. Number of fiscal year to date of unduplicated clients.
 - f. Summary of services provided and outcomes.
2. Quarterly reports are due thirty (30) days following the quarter being reported.
3. Twice (2x) annual Reports including names of staff conducting MHSA programs, fluent languages spoken by those staff, cultural proficiencies each staff member possesses, and any cultural training they attended during the reporting period within thirty (30) days after the last day of the second (2nd) and fourth (4th) quarters.
4. Annual Reports are due on July 31st, 2023 including:
 - a. Description of culturally responsive considerations.
 - b. Description of any changes made in the program from beginning of year to end.
 - c. Description of any Evidence Based Practice, Promising Practice, or Community Based Practices that were used.
 - d. Outcomes and indicators; approaches used to select specific indicators, and changes in outcomes and indicators as attributed to service delivery, including how often the data is collected and analyzed.
 - e. Analysis of the strengths and challenges experienced by the program in meeting prevention goals in the preceding year, which shall include a narrative of anecdotal information, with concrete examples and/or quotes from participants, peers, volunteers, and service providers that may be used to show effectiveness, and/or improved services.

V. CONTRACTOR shall work with COUNTY and other COUNTY contractors on transition plans for clients toward the end of the contract term.

1. CONTRACTOR shall provide names and contact information, when known, for all participants.

2. CONTRACTOR shall communicate with clients about the transition and shall help prepare clients for the transition.
3. CONTRACTOR shall work in partnership with COUNTY and other COUNTY contractors to establish individualized transition plans for clients to ensure each client has a warm hand off from CONTRACTOR to new service provider.

VI. CONTRACTOR agrees to require all its employees and subcontractors' employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and procedures, to ensure that:

1. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code, relating to any form of public social services for which grants-in-aid are received by this State from Federal Government, shall be confidential and shall not be open to examination for any purposes not directly connected with the administration of such public social services.
2. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
3. All CONTRACTOR employees, agents, subcontractors, and partners are informed of the above provisions, and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

VII. CONTRACTOR and subcontractors agree to provide a system that complies with the COUNTY's Issue Resolution policy and procedure through which recipients of service shall have an opportunity to express and have considered their views, issues and concerns regarding the delivery of services.

VIII. CONTRACTOR and all subcontractors shall ensure that all known or suspected instances of child or elder abuse or neglect are reported to the child protective or adult services accordingly per Penal Code Section 11165(k) and Welfare and Institutions 15610. All employees, consultants, or agents performing services under this Agreement who are required by Penal Code Section 11166 or Welfare and Institutions Code Section 15630 and 15632, to report abuse or neglect, shall sign a statement that he or she knows of the reporting requirements and shall comply.

- IX. CONTRACTOR and all subcontractors in performing services under this Agreement shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, and all local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold harmless the COUNTY from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
- X. CONTRACTOR shall cooperate timely and fully with any utilization review processes established by COUNTY for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals.
- XI. CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.
- XII. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any circumstances with Media, but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
- XIII. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent (15%) payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance

requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

XIV. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, Mendocino County Mental Health Plan (MHP) contract, California Code of Regulations Title 42, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, State and Federal laws, and other Mendocino County MHP contract requirements for client confidentiality and record security.

XV. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- I. COUNTY will pay CONTRACTOR as per the following instructions:
1. COUNTY will reimburse CONTRACTOR each month upon receipt of an approved invoice for services as defined in the Definition of Services.
 2. COUNTY must receive all reports within thirty (30) days following the period covered in the report, or as otherwise specified in Exhibit A. Invoices must include justification for expenditures, in the form of monthly expenditures and cost per client.
 3. Failure for the COUNTY to receive any reports within the stated timeframes in this contract may influence the next payment to the CONTRACTOR.
 4. CONTRACTOR shall invoice COUNTY on an approved invoice monthly. Invoice of services must be received by the tenth (10th) of the month for services rendered the previous month. Billing for services received after the tenth (10th) of the month will not be honored.
 5. COUNTY has up to thirty (30) days to reimburse CONTRACTOR for correctly submitted invoices for services provided by CONTRACTOR.
 6. Data reports or invoices submitted incorrectly, incompletely, or inaccurately will be rejected by the COUNTY within thirty (30) days. CONTRACTOR will have thirty (30) days from the rejected report/invoice to complete corrections or the invoice will not be paid without COUNTY Behavioral Health Director approval.
 7. Invoices submitted later than thirty (30) days following the period covered by the report must be submitted with a justification, and must be approved by the COUNTY or the invoice will not be paid.
 8. Invoices and reports will be sent to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller cc: MHSA Coordinator

II. Payments under this Agreement shall not exceed Two Hundred Fifty-One Thousand Seven Hundred Twenty Dollars (\$251,720) for the term of this agreement.

[END OF PAYMENT TERMS]