

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of August 15, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and John Garratt M.D., hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its therapeutic treatment; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Attachment A	Disclosure of Ownership

The term of this Agreement shall be from July 1, 2017 through June 30, 2018.

The compensation payable to CONTRACTOR hereunder shall not exceed Two Hundred Thousand Dollars (\$200,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO

HEALTH AND HUMAN SERVICES AGENCY:

By: _____

Jenine Miller, HHSA Assistant Director/
Behavioral Health Director

Date: 6/20/17

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-2185

Org/Object Code: MACS5

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: _____

JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

Date: AUG 17 2017

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____

Deputy

Date: AUG 17 2017

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

CARMEL J. ANGELO, Clerk of said Board

By: _____

Deputy

Date: AUG 17 2017

INSURANCE REVIEW:

By: _____

ALAN D. FLORA, Risk Manager

Date: 7-6-17

CONTRACTOR/COMPANY NAME

By: _____

Signature

Printed Name: John Garratt, M.D.

Title: Psychiatrist

Date: 7/24/17

NAME AND ADDRESS OF CONTRACTOR:

John Garratt, M.D.

PO Box 231

Comptche, CA 95472

707-964-4747; mulvila@cthp.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:

KATHARINE L. ELLIOTT, County Counsel

By: _____

Deputy

Date: 6/26/17

FISCAL REVIEW:

By: _____

Deputy CEO/Fiscal

Date: 7-6-17

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____

CARMEL J. ANGELO, Chief Executive Officer

Date: 7-6-17

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ 17-166

GENERAL TERMS AND CONDITIONS

1. **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 the 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.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit "C," and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and 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 COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address

of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail; return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
HHSA Behavioral Health and Recovery Services
1120 S. Dora St.
Ukiah, CA 95482
Attn: Navin Bhandari

To CONTRACTOR: John Garratt, M.D.
PO Box 231
Comptche, CA 95472

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. **USE OF COUNTY PROPERTY:** CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo*

contendere to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four

(4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit "B" hereto, provided that the maximum amount payable to CONTRACTOR for its services as listed in Exhibit A shall not exceed \$200,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR 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.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **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 both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
- 30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
- 31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
- 32. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
 - a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
 - b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the

CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

- 1) Psychiatric services to Behavioral Health and Recovery Services (BHRS) up to twenty four (24) hours per week with a schedule to be determined in conjunction with the BHRS hours of operation.
- 2) Serve as Chief Psychiatrist for BHRS, providing psychiatric services to BHRS on-call on Wednesdays from 8 a.m. to 5 p.m. each week in addition to the above mentioned hours in coordination with COUNTY and CONTRACTOR according to the pre-designated time frame.
- 3) Client treatment and advice on matters concerning services which CONTRACTOR agrees to provide for clients of the Mendocino County BHRS.
- 4) Psychiatric clinical consultation services to BHRS professional staff.
- 5) Psychiatric clinical consultation services through a collaborative agreement with the physician extenders who provide medication support services including, but not limited to, psychiatric nurse practitioners and physician assistants.
- 6) Provide psychiatric clinical supervision including, but not limited to, psychiatric nurses, nurse practitioners and physician assistants contracted by Mendocino County BHRS.
- 7) Participation in Quality Assurance consultation such as Audits, Peer Review, and Utilization Review.
- 8) Medical records - created, maintained and completed as required by law and in compliance with Mendocino County BHRS policies and procedures. Records shall remain housed at BHRS.
- 9) Relief duties for absent psychiatrist as requested by BHRS Medical Director and/or Director.
- 10) Attendance at Psychiatric Staff Meetings in Ukiah at the discretion of the BHRS Medical Director and/or BHRS Director, up to two hours per meeting.
- 11) CONTRACTOR shall chart within the COUNTY's Electronic Health Record (EHR), MyAvatar. COUNTY shall provide access and initial training to the use of

EXHIBIT A – PAGE 2

DEFINITION OF SERVICES

the EHR, and CONTRACTOR shall be required to chart all contracts within the protocols of the EHR.

12) CONTRACTOR shall chart to Medi-Cal standards as outlined in CCR, title 9, chapter 11 and the MHP-DHCS Contract, Exhibit A, Attachment I.

- a. The CONTRACTOR shall ensure that progress notes describe how services provided reduced impairment, restored functioning, or prevented significant deterioration in an important area of life functioning outlined in the client plan. Items that shall be contained in the client record related to the beneficiary's progress in treatment include:
 - i. CPT Service Code;
 - ii. Timely documentation of relevant aspects of beneficiary care, including documentation of medical necessity and diagnostic impressions, including ICD-10 diagnostic codes;
 - iii. Documentation of beneficiary encounters, including identified health risks, relevant clinical decisions, when decisions are made, labs ordered, and alternative approaches for future interventions;
 - iv. Interventions applied, beneficiary's response to the interventions, including side effects from medications, and the location of the interventions;
 - v. The date the services were provided;
 - vi. Documentation of referrals to community resources and other agencies, when appropriate;
 - vii. Documentation of follow-up care, or as appropriate, a discharge summary; and
 - viii. The amount of time taken to provide services;
 - ix. The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure, or job title; and
 - x. The date the documentation was entered in the beneficiary record (no more than 14 days after date of service).
- b. CONTRACTOR shall obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such

EXHIBIT A – PAGE 3

DEFINITION OF SERVICES

medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary.

- 13) Plan, coordinate, and direct the implementation and operation of behavioral health and related medical services and interventions.
- 14) Provide consultation to Department staff including medication management, diagnostic, and case formulation; coordinate service plans with other agencies; and provide on-call consultation to Department staff on Wednesdays.
- 15) In collaboration with the division's managers, oversee the recruitment and hiring of medical staff including psychiatrists, psychiatric nurse practitioners, and physician assistants. Participate in appropriate and prescribed personnel disciplinary process and mentor and support the professional development of medical staff.
- 16) Work with appropriate staff in the department and County in completing investigations and developing appropriate recommendations to resolve complaints with medication concerns/complaints.
- 17) Consult in the division's Quality Assurance and Quality Improvement process and assist in setting priorities through membership on key committees.
- 18) Consult on decisions about the placement of clients in long-term care facilities and psychiatric hospitals.
- 19) CONTRACTOR will not have access to COUNTY email or internet services.
- 20) CONTRACTOR will not be provided a private office space for his exclusive use.
- 21) CONTRACTOR will provide available appointment slots to COUNTY and COUNTY shall fill the time slots appropriately.
- 22) Vacations to be scheduled with client coverage considered. CONTRACTOR to advise BHRS in advance of absences to assure proper client coverage. CONTRACTOR shall arrange for appropriate coverage of essential clinical responsibility when planning to be unavailable, by providing notice to Mendocino County BHRS Director or designee a minimum of four (4) weeks prior to scheduled time off.

EXHIBIT A – PAGE 4

DEFINTION OF SERVICES

- 23) CONTRACTOR shall provide any unique or specialty required tools, equipment or other items associated with his/her profession.
- 24) 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 30 days from the date of first notice, COUNTY may additionally impose a penalty of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the 30-day time period that CONTRACTOR's non-compliance continues. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a 30-day written notice.
- 25) CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- 26) 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 communications with media.
- 27) This Agreement may be terminated by either party without cause upon 45 days written notice to the other party.

EXHIBIT A – PAGE 5

DEFINITION OF SERVICES

28)CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by COUNTY, CONTRACTOR with 5% or more direct or indirect ownership interest shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Disclosure of Ownership & Control Interest" with COUNTY disclosing CONTRACTOR's or such other person's financial interests. Additionally, a background check, including fingerprinting, may be required for said persons if it is determined there is a "high" risk to the Medi-Cal program.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

- 1) COUNTY will pay CONTRACTOR for the services provided at the rate of \$170 per hour as listed in Exhibit A.
- 2) Services will be reimbursed at a rate of Six Hundred Dollars (\$600) per month for the Wednesday on-call consultation as listed in Exhibit A in addition to the above mentioned rate.
- 3) CONTRACTOR will bill COUNTY on a monthly basis on an approved Psychiatric Service Claim Form. Billing for services must be received by the 10th of the month for previous month billing. Billing for services received after 10th of the month will not be honored.
- 4) CONTRACTOR will complete COUNTY's Daily Record and attach it to the Psychiatric Service Claim Form.
- 5) CONTRACTOR will submit Client Progress Notes to the COUNTY along with the Psychiatric Service Claim Form.
- 6) Invoices for services will be submitted to:

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

The compensation payable to CONTRACTOR hereunder shall not exceed Two Hundred Thousand Dollars (\$200,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR 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 Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

COUNTY shall provide, at no cost to CONTRACTOR, professional liability (malpractice) insurance protection for CONTRACTOR covering services performed under this Agreement and for which payment is made by COUNTY as an additional coverage under COUNTY'S own liability insurance policy. No coverage shall be afforded for any services for which a private billing is made by or authorized by CONTRACTOR.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- 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.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **John Garratt, M.D.**

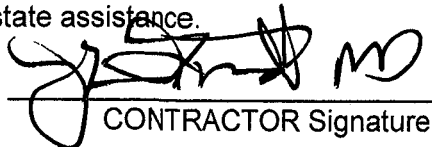
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

7/24/17
Date
PO Box 231 Comptche, CA 95472
Address of CONTRACTOR


CONTRACTOR Signature

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

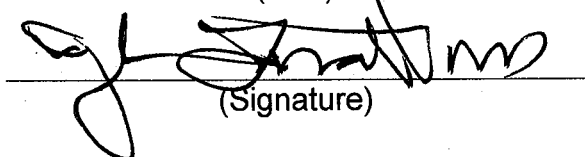
- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

John Garratt, M.D.

(Type Name)

Psychiatrist

(Title)

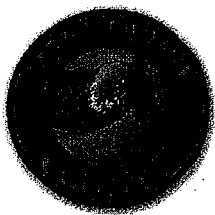

(Signature)

(Organization Name)

PO Box 231
Comptche, CA 95472

(Organization Address)

7/24/17
(Date)



Attachment A Mendocino County Health and Human Services Agency

"Healthy People, Healthy Communities"
Tammy Moss Chandler ♦ Director
Anne C. Molgaard ♦ Chief Operating Officer



Behavioral Health and Recovery Services **Jenine Miller ♦ Behavioral Health Director**

Providing Behavioral Health Services

Ukiah Offices: Mental Health • 1120 S. Dora St. • Ukiah • CA • 95482 • (707) 463-4303 • FAX (707) 463-6395
Fort Bragg Offices: Mental Health • Avila Center • 790-B S. Franklin St. • Fort Bragg • CA • (707) 964-4747 • FAX (707) 961-2698
Willits Integrated Services Center: Mental Health • 747 E. Valley St. • Willits • CA • 95490 • (707) 456-3850 • FAX (707) 456-3808

Disclosure of Ownership & Control Interests

Pursuant to 42 C.F.R §§ 455.104 et seq., and the Mendocino County Mental Health Plan Contract Number 12-89375, all: 1) Administrative Service Organizations (ASO), 2) all subcontractors (including both subcontractors with the ASOs who, themselves subcontract with other service providers as well as subcontractors who provide services directly to clients, whether they have contracted with ASOs, the ASOs subcontractors, or have entered into their contracts for services with the County), and 3) all client service network providers – are required to provide complete *Disclosure of Ownership & Control Interest* information on all of the following areas. These disclosures serve as a condition precedent to maintaining your right to continue serving, and being reimbursed for serving, the population of clients whom federal Medicaid/Medi-Cal and/or Medicare dollars ultimately fund.

Should you need additional space to be able to fully answer any of these areas of disclosure, please fill out the additional information on a separate page and reference the specific item you are addressing with the same numbers which appear on the form below. Please note that a memorandum explaining the Federal and State legal bases for individual items that make up this mandatory disclosures form is available upon request.

Owing to the sensitive nature of the information gathered on this form, it is a policy of the County of Mendocino that the County protect the security of this form; ensure that the form is only used for the purposes for which this information was gathered; and protect the integrity of that information by taking steps to make sure that it is not modified, changed, or deleted. Specifically, the County, through its Compliance Officer, will make certain that the originals of this form be kept in a secure, locked location to which only the Behavioral Health Director and his/her designee have a key, or have the combination. No hard copies will be made of these originals, which will remain under lock and key until such time as their production is required by the California Department of Health Care Services and/or Center for Medicare/Medicaid Services personnel for whom the statutory and regulatory scheme governing this process intends their contents. Finally, to guarantee the integrity of the originals, the County will scan the disclosure forms using a secure encryption system, and will then save the encrypted electronic copies on a network drive to which only the Mental Health Director and

his/her designee have access. The Compliance Officer, as the person charged with collecting the disclosure forms, will be responsible for making make sure that these steps are followed.

Thank you in advance for your full cooperation with this effort.

(1)(i) The names and addresses of any and all "persons," whether individuals or corporations, who have any ownership or control interest of any of the following, whether that interest meets or exceeds a 5% ownership/control or not:

- An ASO which contracts with the County of Mendocino
- Any subcontractor of such an ASO which either provides services directly or contracts those services out (to sub-subcontractors);
- Any direct provider of services who contracts with the County, whether operation as a sole practitioner, or as any organized group of providers

Name: _____

Address: _____

(1)(ii) The date of birth and social security number for every individual who fits paragraph (1)(i)'s definition of being a "person" with any ownership or control interest in any of the organizations described in that same paragraph, whether that interest meets or exceeds a 5% ownership/control interest or not:

(Name) Date of Birth, Social Security Number:

(1)(iii) The tax identification number(s) for any corporation(s) which fit(s) paragraph (1)(i)'s definition of being "person" with any ownership or control interest in any of the organizations described in that same paragraph, whether that interest meets or exceeds a 5% ownership/control interest or not AND the tax identification number (s) for any corporation(s) whose businesses have at least a 5% ownership or control interest in any of their subcontractors, and/or any of their subcontractors' subcontractors:

Tax Identification
Number(s): _____

(2)(i) For any "person" who has any ownership or control interest in any of the organizations described in paragraph (1)(i), whether that interest meets or exceeds a 5% ownership/control interest or not, please disclose whether you are related to anyone else – as a spouse, parent, child, or sibling – who also has such an interest, whether it meets or exceeds a 5% interest or

not. Please make this series of disclosures by providing that related person's name, their exact familial tie to you, and the organization/entity which you share in common.

Related individual's name, relationship, and organization/entity in common:

(2)(ii) For any "person," individual or corporate, who has any interest in an organization/entity that, itself, has a 5% or greater interest in any subcontractor, or in any other organization/entity which either contracts to provide services, which itself provides such services, please disclose whether you are related to anyone else – as a spouse, parent, child, or sibling – who has any interest in that other organization/entity. An example will help clarify what might otherwise be the potential for confusion in this section of the disclosure form.

Example: Mr. Jones has an ownership or control interest in ASO X; and ASO X does business with Subcontractor Y, in which ASO X has at least a 5% interest. Mr. Jones' wife has an ownership or control interest in Subcontractor Y even if her interest is less than 5%. Under these circumstances, Mr. Jones must disclose the he and ASO X do business with a subcontracting firm in which he as a spousal relationship.

Related individual's name, relationship and organization(s) in common:

(3) If any "person," individual or corporate, who has any ownership or control interest in more than one organization/entity (whether those multiple interests meet or exceed 5% with any particular organization/entity or not), they must disclose all of those interests so that it is readily apparent "how many interests?" and "with whom?"

Individual's name, and the organization(s)/entity(s) in which they have any ownership or control interest(s):

(4) The name, address, date of birth and social security number for any "managing employee" of any ASO, subcontractor, subcontractor's subcontractor, or provider:

(5) The identity of any person who is a "managing employee" of any ASO, subcontractor, subcontractor's subcontractor, or provider, who has been convicted of a crime related to federal health care programs (i.e. fraud):

The State has asked that the following disclosures related to business transactions be included:¹

(6)(a) The ownership of any contractor with whom the contractor has had business transactions totaling more than \$25,000 during the 12-month period ending of the date of the request; and

(6)(b) Any significant business transactions between the contractor and any wholly owned supplier, or between the contractor and any subcontractor, during the 5-year period ending on the date of the request:

By signing below, I certify all information is true and correct to the best of my knowledge:

Date: _____

¹ While the language of (6)(a) and (6)(b) for disclosure (from the State) may not be as precise as that which appears in the federal regulations which drives the rest of the disclosure items in this form, it would appear that what the State is looking for in these two requests is information pertaining to who owns the business – whether subcontractors or suppliers – with whom the contractors (either ASOs or ASO subcontractors who, themselves, enter into subcontracts for services or supplies) are doing a significant amount of business, with “significant” being defined as totaling more than \$25,000 in any particular 12 month period.