

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Redwood Quality Management Company**, 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 participation in the Whole Person Care project; 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	Whole Person Care Activities supported through Mental Health Services Act

The term of this Agreement shall be from January 1, 2018 (the "Effective Date"), and shall continue through December 31, 2018.

The compensation payable to CONTRACTOR hereunder shall not exceed One Million Five Hundred Fifty-Five Thousand Dollars (\$1,555,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

A. Molgaard  
Anne Molgaard, Acting HHS Director  
Date: 3/23/18

Budgeted: ☒ Yes ☐ No

Budget Unit: 4070

Line Item: 86-2189

Org/Object Code: CMWPC

Grant: ☒ Yes ☐ No

Grant No.: 17-14184-ME-23

COUNTY OF MENDOCINO

By: Dan Hamburg  
DAN HAMBURG, Chair  
BOARD OF SUPERVISORS

Date: APR 27 2018

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla VantHagen  
Deputy  
MAY 02 2018

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: Karla VantHagen  
Deputy  
MAY 02 2018

INSURANCE REVIEW:

By: Camel J. Angelo  
Risk Management

Date: 4-9-18

CONTRACTOR/COMPANY NAME

By: Camille Schraeder  
Camille Schraeder, Chief Financial Officer  
Date: 4-10-18

NAME AND ADDRESS OF CONTRACTOR:

Redwood Quality Management Company

376 E. Gobbi St. Suite B

Ukiah, CA 95482

707-472-0350;  
[Camille@redwoodcommunityservices.org](mailto:Camille@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:

KATHARINE L. ELLIOTT,  
County Counsel

By: Charlotte Scott  
Deputy

Date: 3/23/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Jonelle Rann  
Deputy CEO

Date: 4-9-18

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

Exception to Bid Process Required/Completed ☒

Mendocino County Business License: Valid ☒

Exempt Pursuant to MCC Section: \_\_\_\_\_

## **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:** 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 the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising 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.

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.

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.
- If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.
- In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.
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 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.

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  
HHS Advocacy and Collaboration Team  
747 S. State St.  
Ukiah, CA 95482  
Attn: Megan Van Sant

To CONTRACTOR: Redwood Quality Management Company  
376 E. Gobbi St. Suite B  
Ukiah, CA 95482  
Attn: Camille Schraeder

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, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - 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, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
  - 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.

Before the COUNTY will issue a notice to proceed with the Services, CONTRACTOR and any subcontractors must acquire, at their expense, a business license from COUNTY in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

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 notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. 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 \$1,555,000 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. 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.

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. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - 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. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT

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.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the

requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

#### I. Overview of the Whole Person Care (WPC) Pilot Program – Mendocino County

- A. Target population: Medi-Cal beneficiaries whom have significant mental health disorders. The project will prioritize services to those who are high users of mental health and/or medical services and those with additional barriers including homelessness or housing instability, co-occurring Substance Use Disorders, and/or recent interactions with the criminal justice system.
- B. Theory of Change: People with Severe Mental Illness (SMI) who have access to integrated services, stable housing, and strong social support will increase their participation in prevention and early intervention services, resulting in improved health and social outcomes.
- C. Funding parameters: The Whole Person Care project will provide funding for services and activities that are not billable to Medi-Cal.

#### II. CONTRACTOR shall:

- A. Retain and supervise the following core staff members for the Whole Person Care Project: Integration Specialist, Clinical Manager, Data Analyst, and Administrative Support staff.
- B. Attend and participate in at least 75% of the Whole Person Care Steering Committee meetings.
- C. Schedule, coordinate, and facilitate biweekly Adult Multidisciplinary Teams with a focus of care coordination of Whole Person Care participants.
- D. Identify and authorize at least one staff person to participate in Ad-Hoc Data Workgroup meetings, as necessary. Engage in collaborative efforts to share patient data relevant for a patient to achieve their wellness goals.
- E. Provide Healthcare Effectiveness Data and Information Set (HEDIS) compliant data as follows: Follow-up After Hospitalization for Mental Illness; National Quality Forum: 0104 Suicide Risk Assessment. Data will be requested on a semi-annual basis for an identified group of patients.
- F. Provide narratives and other required reports, as specified by the Health and Human Services Agency Senior Program Manager responsible for the Whole Person Care project.
- G. Provide reporting documents specific to the use of Mental Health Services Act funding, as specified by the County Mental Health Director. See Attachment A for specific reporting requirements.



## EXHIBIT A – PAGE 2

### DEFINITION OF SERVICES

- H. Provide support services for high-risk and vulnerable clients receiving shelter services at the Inland Winter Shelter in Ukiah.
- I. Take primary responsibility for the following Whole Person Care project components:

<b><i>Component</i></b>	<b><i>Description</i></b>
1. Comprehensive Coordination of Care	Adult Multi-Disciplinary Team meetings specific to WPC enrollees; real time information sharing amongst project partners; and data collection.
2. Wellness Coaches	Will be housed at all RQMC subcontractor sites. Each WPC enrollee will be assigned to a Wellness Coach. These coaches will support participants in accessing a wide spectrum of medical, behavioral, and social service needs, including family finding as appropriate.
3. Mental Health Resource Centers	WPC funding will pay for modest infrastructure costs for those sites hosting a Resource Center.
4. Mental Health Transitional Support  (short-term housing for SMI clients)	Housing support following discharge from ERs or inpatient care, multiple inpatient psychiatric placements, and/or an LPS conservatorship. (\$150 per person per bed day. Maximum stay is 90 days)
5. "Connections Coordinator"	Housing coordination, family finding, community integration, and tenancy care services.

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

- I. Submission of claims and reports will comply as follows:
  - A. CONTRACTOR shall submit quarterly invoices.
  - B. Invoices submitted 90 days after the deadline must be accompanied by a letter to the County Executive Office explaining the reason for the lateness.
  - C. County Administrator will determine whether to approve or disapprove payment of late invoice.
  - D. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.
- II. Reimbursement for services will be structured as follows:

<b>Activity</b>	<b>Payment Structure Type</b>	<b>Payment Terms</b>
<b>1. Care coordination for Whole Person Care enrollees, including: incentives for enrollees, vehicle maintenance, Wellness Coach staffing, Resource Center staffing support, and training for all relevant staff</b>	Per Member Per Month	Max payment \$930,000
<b>2. Recruit, hire and supervise core administrative staff for WPC project</b>		
<b>3. Attendance at Whole Person Care Steering Committee Meetings</b>	Tiered	Max payment \$50,000
<b>4. Attendance and facilitation of Adult Multidisciplinary Team Meetings</b>	Tiered	Max payment \$90,000
<b>5. Attendance and participation in Ad-Hoc Data Meetings</b>	Tiered	Max payment \$20,000
<b>6. Provision of metric data for WPC enrollees in need of Follow-Up Care After Hospitalization</b>	Deliverable: Report received twice per year.	\$10,000

## EXHIBIT B – PAGE 2

### PAYMENT TERMS

<b>7. Provision of metric data for WPC enrollees in need of Suicide Risk Assessment</b>	Deliverable: Report received twice per year.	\$10,000
<b>8. Mental Health Transitional Support through provision of short-term housing services</b>	Fee For Service	Max payment \$345,000
<b>9. Support services for wellness center at Inland Winter Shelter</b>	Actual Costs	Max payment \$100,000
	<b><i>Total Maximum Payment Allowed</i></b>	<b><i>\$1,555,000</i></b>

<b>Payment Structure Type</b>	<b>Criteria</b>	<b>Payment Terms</b>
<b>Tiered</b>	<u>Full participation</u> – 75% or more meetings attended <u>Partial participation</u> – 45% to 75% of meetings attended <u>Incomplete participation</u> – less than 50% of meetings attended	Full: 100% of payment Partial: 50% of payment Incomplete: 0% of payment
<b>Deliverable</b>	Report received twice per year	Complete: 100% of payment Incomplete: 0% of payment
<b>Actual Costs</b>	Detailed invoice with line item breakdown for associated expenses	Up to max. Payment will match approved invoice.
<b>Per Member Per Month</b>	Monthly payment will be provided to contractor for every enrollee who is enrolled and has received services for that month	High Intensity Enrollees: \$650 per member for the first month of enrollment. Subsequent months will be paid at a rate of \$500 per member per month  Short Term Care Coordination Enrollees: \$200 per member per month for
<b>Fee For Service</b>	Payment will be provided at a daily rate for enrolled WPC member receiving the relevant service	\$150 per member per day

## **EXHIBIT B – PAGE 3**

### **PAYMENT TERMS**

III. Invoices and receipts shall be submitted to:

Megan Van Sant  
Advocacy and Collaboration Team  
Mendocino County Health and Human Services Agency  
747 S. State Street  
Ukiah, CA 95482

IV. Additional funding is not committed or guaranteed in future years beyond the terms of this contract.

V. Payments under this Agreement shall not exceed One Million Five Hundred Fifty-Five Thousand Dollars (\$1,555,000) 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. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

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**

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NAME OF CONTRACTOR: **Redwood Quality Management Company**

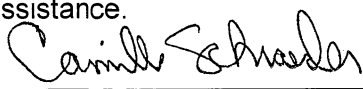
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans 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.

4-10-18  
Date  
376 E. Gobbi St. Suite B Ukiah, CA 95482  
Address of CONTRACTOR

  
CONTRACTOR Signature



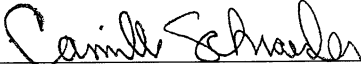
**Appendix A**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS**  
**LOWER TIER COVERED TRANSACTIONS**

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.

Camille Schraeder  
(Type Name)

Chief Financial Officer  
(Title)

  
(Signature)

Redwood Quality Management Company  
(Organization Name)

376 E. Gobbi St. Suite B  
Ukiah, CA 95482

(Organization Address)

4-10-18  
(Date)

## Attachment A:

### **Whole Person Care Activities supported through Mental Health Services Act**

- 1) **Whole Person Care Integrated Screening and Referral:** An Integrated Care Specialist for the Whole Person Care project connects clients with mental health concerns to the appropriate level of service.

**Status of MHSA Funding:** New MHSA Program for the entirety of the MHSA Three Year Plan, Fiscal Years 17/18 through 19/20.

1. **Population Served:** Mendocino County Residents aged 18 and older who are participants of the Whole Person Care project.
2. **Services Provided:** Assures client assessments, and links individuals to appropriate services such as hospitals, clinics, specialty mental health providers, and other appropriate services.
3. **Program Goals:** Improve linkage for adults with mental illness to the appropriate level of service and ensure engagement in those services.
4. **Program Evaluation Methods:** The program staff conducts evaluation activities that meet the PEI requirements, providing quarterly data on clients served, including demographic information, numbers of referrals made, programs individuals referred to, and the number of individuals that successfully followed through with referrals.

- 2) **Whole Person Care Peer Support:** Whole Person Care Peer Support (Wellness Coaches) will build on the peer counseling and peer support models to individuals that are not adequately connecting with community resources; staff will assist individuals with connecting to available resources.

**Status of MHSA Funding:** New program for the entirety of the MHSA Three Year Plan, Fiscal Years 17/18 through 19/20.

1. **Population Served:** Mendocino County residents aged 18 and older participating in the Whole Person Care project.
2. **Services Provided:** Peer support and extension of services not covered through specialty mental health services focusing on resilience and recovery.
3. **Program Goals:** Increase the likelihood of recovery and resilience for those at risk for higher levels of care.
4. **Program Evaluation Methods:** The program staff conducts evaluation activities that meet PEI requirements. This includes collecting information on demographics, service type, frequency, and duration of services for all individuals receiving services. Effectiveness surveys collected annually and at the end of services.

- 3) **Whole Person Care Suicide Prevention Screening:** Participants of the Whole Person Care project screened for suicide risk factors and referred to appropriate services when identified as being at risk.

**Status of MHSA Funding:** New MHSA Program for the entirety of the MHSA Three Year Plan, Fiscal Years 17/18 through 19/20.

1. **Population Served:** Mendocino County residents ages 18 and older that are participants in the Whole Person Care project.
2. **Services Provided: Screening for suicide risk factors.**
3. **Program Goals: Identify individuals at risk for suicidal ideation and triage them to appropriate services.**
4. **Program Evaluation Methods: The program staff conducts evaluation activities that meet the PEI requirements. The program collects demographic information on persons screened, number of individuals that screen positive for suicide risk, and what referrals offered.**

**Specific Evaluation Activities Required by Mental Health Services Act**

- I. **Evaluation Activities and Reports:** Evaluation Tools that may be required, per direction of Mental Health Director:
  - A. Administer pre- and post-service delivery a Client Satisfaction Survey, and/or a Sense of Wellbeing Evaluation to all clients served by the Program.
  - B. Attend and participate in MHSA Forums in Ukiah and surrounding areas, as appropriate. CONTRACTOR will highlight program areas and answer questions as needed for the benefit of the Forum participants and the public in general.
  - C. Utilize bilingual and culturally proficient staff, as needed
  - D. CONTRACTOR shall complete the following reports for each program, if required by Mental Health Director (Friendly Visitors and Community Suicide Prevention) as outlined in MHSA PEI Regulation sections 3200.245, 3200.246 of Article 2, sections 3510.010, 3560, 3560.010, and 3560.020 of Article 5, and Article 7. Authority Cited: Section 5846, Welfare and Institutions Code, Reference: Section 5892, Welfare and Institutions Code.
    1. Annual Reports:
      - (1) Funding Report- Provide information on total funding sources, identifying the amount of funds received from Med-Cal Federal Financial Participation, 1991 Realignment, Behavioral Health Subaccount, and any

other funding source. Include a breakdown of funds spent per program area, due July 31, 2019.

- (2) Annual Summation Report for Friendly Visitor- Provide a summary of services offered, due July 31, 2019 to include:
  - a) Summation of services provided, to whom (type of client), where the service takes place, and how often service is provided.
  - b) A confidential list of client names to assure unduplicated numbers.
  - c) Outcomes and indicators; approaches used to select specific indicators, and changes in outcomes and indicators as attributed to service delivery. State how often the data is collected and analyzed.
  - d) An 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, volunteers, and service providers that demonstrate effectiveness, and/or improve services.
- (3) Annual Summation Report for Suicide Prevention- Provide a summary of services offered, due July 31, 2019 to include:
  - a) Number of individuals reached, including demographic breakdown of target audience.
  - b) Outcomes and indicators, and approaches used to select specific indicators, with changes in outcomes and indicators as attributed to service delivery. Include how often data is collected and analyzed.
  - c) Implementation challenges, successes, lessons learned and relevant examples.
- (4) Twice Annual Reports for both programs:
  - (a) Report the names of the staff conducting the MHSA programs, the fluent languages they speak, cultural proficiencies they possess, and any cultural proficiency training they attended during the reporting period. Reports are due within thirty (30) days after receiving the approved form from the COUNTY.
- (5) Quarterly Program Reports for Friendly Visitor:
  - 1. Number of unduplicated clients and /or family members served with demographic information including;
    - a) Age.
    - b) Race.
    - c) Ethnicity.
    - d) Gender assigned at birth.
    - e) Gender identity.
    - f) Primary language used in home.
    - g) Sexual orientation.
    - h) Veteran status.
    - i) Disability- which is not a result of severe mental illness, but includes physical, communication, health, or mental (including but

not limited to a learning, or developmental disability).

- j) Include also the number of respondents who refuse to answer any of the categories above.
- 2. Total number unduplicated clients referred to clinicians for individual therapy.
- 3. Total number unduplicated clients referred to clinicians for group therapy.
- 4. Number of referrals to other programs.
- 5. Number of unique services provided to each client and/or family member.
- 6. Number of clients who followed through on referrals at least once.
- 7. Report average interval between referral and participation to other services, and/or treatment.
- 8. Report average duration of untreated mental illness measured by the interval between referral and engagement in treatment.
- 9. Client Satisfaction Survey Results.
  - a) Results reporting changes in attitudes, knowledge, and or behavior related to seeking mental health services that are applicable to a specific program.
  - b) Number reduced symptoms.
  - c) Identify risk factors.
  - d) Number increased protective factors.
  - e) Measure indicators that are applicable to the program.

- II. 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 assure that:
  - A. 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.
  - B. 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.
  - C. CONTRACTOR agrees to inform all of its employees, agents, subcontractors, and partners of the above provisions and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.
- III. 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.

- IV. 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. A requirement for 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.