

**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 to provide Specialty Mental Health Medication Support Services to eligible Mendocino County Medi-Cal beneficiaries; 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
Addendum A	Business Associate Agreement
Attachment 1	Sample Invoice

The term of this Agreement shall be from July 1, 2018 (the "Effective Date"), and shall continue through June 30, 2019.

The compensation payable to CONTRACTOR hereunder shall not exceed One Million One Hundred Thousand Dollars (\$1,100,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Anne Molgaard
Anne Molgaard, Acting HHSA Director

Date: 5/29/18

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-3280

Org/Object Code: MHAS75

Grant: ☐ Yes ☒ No

Grant No.:

CONTRACTOR/COMPANY NAME

By: Camille Schraeder
Camille Schraeder, Chief Financial Officer

Date: 6-8-18

NAME AND ADDRESS OF CONTRACTOR:

Redwood Quality Management Company
P.O. Box 422
Ukiah, CA 95482
707-472-2923
Camille@redwoodcommunityservices.org

COUNTY OF MENDOCINO

By: Dan Hamburg
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

Date: JUN 20 2018

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen
Deputy

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 Van Hagen
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: Charlotte Scott
Deputy

Date: 5/30/18

INSURANCE REVIEW:

By: Camel J. Angelo
Risk Management

Date: 6-1-18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Jonelle Ravn
Deputy CEO

Date: 6-1-18

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 18-192
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
HHSA Behavioral Health and Recovery Services
1120 South Dora Street
Ukiah, CA 95482
Attn: Jenine Miller

To CONTRACTOR: Redwood Quality Management Company
P.O. Box 422
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 outlined in Exhibit A shall not exceed \$1,100,000 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

CONTRACTOR shall provide for the provision of the Mental Health Plan (MHP) Specialty Mental Health Medication Support Services on behalf of the County of Mendocino to eligible Medi-Cal beneficiaries of Mendocino County within the Scope of Services defined in this contract and pursuant to the Medication Support Payment Terms in Exhibit B. CONTRACTOR shall provide Specialty Mental Health Medication Support Services that are adequate for the anticipated number of clients that will be served by the MHP.

I. Provision of Service

- A. CONTRACTOR shall arrange, provide, and pay for all medically necessary covered Specialty Mental Health Medication Support Services to beneficiaries, as defined for the purpose of this contract.
- B. CONTRACTOR shall ensure that all medically necessary covered Specialty Mental Health Medication Support Services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the service is furnished.
- C. CONTRACTOR shall, to the extent feasible, allow a beneficiary to choose the professional providing the services.

II. Availability and Accessibility of Services

- A. CONTRACTOR shall ensure the availability and accessibility of adequate numbers of medication support prescribers. At a minimum, CONTRACTOR shall:
 - 1. Maintain and monitor an appropriate number of medication support prescribers that is sufficient to provide adequate access to services covered under this contract. CONTRACTOR must take into consideration all of the following:
 - a. Anticipated number of Medi-Cal eligible clients.
 - b. Expected utilization of services.
 - c. Expected number and type of prescribers, including cultural competency of prescribers.
 - d. Notifying County if not accepting new beneficiaries.
 - e. Geographic location of prescribers and their access to beneficiaries.
 - f. Whether prescribers are credentialed for the services being provided.
 - 2. If CONTRACTOR determines that it is unable to arrange for and provide medication support services as outlined under this contract, CONTRACTOR shall notify COUNTY in writing. CONTRACTOR shall work with COUNTY to develop a plan for the provision of services to meet the MHP requirements set

forth in this contract that CONTRACTOR has identified it cannot fulfill.

B. CONTRACTOR shall comply with COUNTY requirements for timely access to services. CONTRACTOR shall:

1. Meet the COUNTY standards for timely access to care and services, taking into account the urgency of need for services.
2. Provide hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the subcontractor offers services to non-Medi-Cal beneficiaries.
3. Provide monthly timeliness access reports to COUNTY.

III. Quality Assurance / Quality Improvement

A. Quality Management

1. CONTRACTOR shall adhere to COUNTY Quality Management program which defines the structure and operational processes, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) of improvement.
2. CONTRACTOR and COUNTY shall conduct performance monitoring activities throughout CONTRACTOR'S operations. These activities shall include, but are not to be limited to, beneficiary system outcomes, utilization management, utilization review, credentialing, and monitoring and resolution of beneficiary grievances.
3. CONTRACTOR shall assure that no provider is on a list excluding them from billing Medi-Cal, such as:
 - a. Office of Inspector General List of Excluded Individuals/Entities (LEIE).
 - b. Department of Health Care Services (DHCS) Medi-Cal List of Suspended or Ineligible Subcontractors
 - c. Excluded Parties List System (EPLS)
 - d. Verification of licensure without restrictions
 - e. National plan and subcontractor Enumeration System (NPPES)
 - f. Social Security Administration's Death Master File
4. CONTRACTOR shall run monthly checks on the exclusion list sites, as directed by the COUNTY, and provide COUNTY monthly reports.
5. CONTRACTOR shall have a certification protocol for all providers to ensure their capacity and capability for meeting the full requirements of the Mendocino County MHP. CONTRACTOR shall be responsible for financial and billing reconciliation, including cost reports, allowable costs, federal cost

report compliance, etc.

6. CONTRACTOR, in coordination with COUNTY, shall ensure coordination of care with community health centers, law enforcement, county jail, acute care hospitals, Public Guardian, Substance Use Disorders Treatment, and any other identified entity by COUNTY.
7. CONTRACTOR shall track underutilization of services and overutilization of medication support services. CONTRACTOR shall provide monthly reports to the COUNTY on the underutilization and overutilization of medication support services.
8. CONTRACTOR shall resolve any identified service delivery problems and take effective action when improvement is required or desired. COUNTY shall be notified by CONTRACTOR of any service delivery problems and the steps being taken by CONTRACTOR to resolve the identified problem.
9. CONTRACTOR shall participate in the COUNTY and State required beneficiary/family satisfaction surveys. CONTRACTOR shall submit to COUNTY all surveys by the due date. CONTRACTOR shall work with COUNTY to use the data to identify trends and opportunities for improvement.
10. CONTRACTOR shall adhere to the COUNTY and MHP requirements with beneficiary grievances, appeals, fair hearings, and change of provider requests. CONTRACTOR shall provide COUNTY original copies of beneficiary grievances, appeals, fair hearings, and change of provider requests. COUNTY shall work with CONTRACTOR, as appropriate, to resolve all beneficiary problem resolution matters. CONTRACTOR shall work with COUNTY to use the data to identify trends and opportunities for improvement.
11. CONTRACTOR shall establish processes to ensure compliance with COUNTY and MHP requirements
12. CONTRACTOR shall assure that all relevant cultural and linguistic standards of care are incorporated into service delivery.
 - a. CONTRACTOR shall have evidence of culture-specific programs or referrals to community-based, culturally-appropriate, and non-traditional mental health subcontractors.
 - b. CONTRACTOR shall have evidence of the availability, as appropriate, of alternatives and options that accommodate the individual preference of clients.
13. CONTRACTOR shall participate in the Department of Health Care Services reviews, if requested. In preparation for reviews, CONTRACTOR shall provide COUNTY all requested information and data to maintain compliance.

Information and data may be requested monthly to remain in compliance with set standards.

B. Quality Improvement

1. CONTRACTOR shall make continuous quality improvements to assure the appropriateness and effectiveness of Specialty Mental Health Medication Support Services and meet the needs of the beneficiary. CONTRACTOR shall design and implement interventions for improving performance, and measure the effectiveness of interventions.
2. CONTRACTOR shall assure that all identified issues are tracked over time and reported to the COUNTY.
3. CONTRACTOR shall provide ongoing monitoring of the accessibility of medication support services as evidenced by:
 - a. Timeliness of routine medication support services appointments
4. CONTRACTOR shall participate in the External Quality Review (EQR) annually, if requested. In preparation for the review, CONTRACTOR shall provide COUNTY with all requested information and data to complete the EQR requirements. EQR data shall be requested monthly by COUNTY to remain in compliance with set standards and goals. EQR focus areas are categorized as follows:
 - a. Service delivery capacity
 - b. Service delivery system and meaningful clinical issues
 - c. Service accessibility
 - d. Continuity of care and coordination of care
 - e. Beneficiary satisfaction

C. Utilization Management

1. CONTRACTOR shall be responsible for assuring that beneficiaries have appropriate access to medication support services. CONTRACTOR shall assess the capacity of service delivery and accessibility of services to beneficiaries; this includes monitoring the number, type and geographic distribution of medication support services. This information shall be provided to COUNTY monthly.
2. CONTRACTOR shall evaluate medical necessity appropriateness and efficiency of services provided to beneficiaries. CONTRACTOR shall track utilization of data to show client outcomes and performance indicators over time. CONTRACTOR shall track patterns, trends, and outlier data and monitor post care outcomes to assess effectiveness of care and services. CONTRACTOR shall provide to COUNTY all requested information and data, as needed.

3. CONTRACTOR shall issue Notices of Action (NOA), per the MHP requirements, within the timeframe set forth in 42 C.F.R. 438.404(c). A copy of every NOA sent shall be provided to COUNTY. NOAs shall be provided to the COUNTY monthly.
4. CONTRACTOR shall use COUNTY approved clinical documentation and forms. CONTRACTOR shall obtain approval from COUNTY Mental Health Director or designee before using a new clinical documentation or form that would be subject to review or audit by the State of California or Federal Government. Failure by CONTRACTOR to obtain COUNTY approval may result in the inability of CONTRACTOR to bill for services.
5. COUNTY shall conduct regular clinical chart audits. COUNTY shall notify CONTRACTOR in writing the audit results. Corrective Action Plans shall be required for any items found out of compliance during chart audits.
6. CONTRACTOR shall monitor the amount of time from initial request for services to first billable visit. These data shall be analyzed and findings reported on a monthly basis to the Behavioral Health Advisory Board and Quality Improvement Committee.

IV. Specialty Mental Health Medication Support Services

A. Services

1. CONTRACTOR shall determine eligibility for services and medical necessity. When Mendocino County residents access medication support services they will be provided with "no wrong door" access to avoid delays or long waits for mental health service regardless of where they live within Mendocino County, without regard to their financial ability, and in compliance with Mendocino County MHP rules and regulations for services. If requested, Medi-Cal beneficiaries shall receive a screening and, if initial screening indicates, shall receive further assessment. A NOA shall be provided to all beneficiaries who, upon initial screening or assessment, do not meet medical necessity criteria. Initial intake screening, assessment, and plan development services shall be readily available in both English and Spanish. Additional resources shall be utilized to accommodate client and families need for services and documents to be provided in their native language. This same accommodation shall be made for those beneficiaries with disabilities.
2. Clients shall be provided with required information pamphlets that include Notice of Privacy Practices, Grievance and Appeal Brochure, Patient Rights Advocate Brochure, Provider List Brochure, Request for Second Opinion Brochure, Request for Change of Provider Brochure, Your Right to Make Decisions about Medical Treatment, Guide to Medi-Cal Mental Health

Services Packet, and Mental Health Plan Brochure.

3. CONTRACTOR shall have a Medical Director (licensed psychiatrist) who will be available to provide medical consultation as needed. CONTRACTOR's Medical Director shall also assist with emergency expartes, as needed. CONTRACTOR'S Medical Director shall have particular focus on medication, assessment, consultation, inpatient denials, appeals, and assist with recommendations for further treatment.
4. Target Mental Health Population: The target population shall consist of Mendocino County Medi-Cal beneficiaries, who meet medical necessity criteria for Mendocino County MHP reimbursement as defined in Title IX, Article 2, Section 1830.205 and 1830.210 and indigents who meet medical necessity criteria.
5. Services shall include Mediation Support services that address a beneficiary's mental health needs. Interventions shall be: individualized and designed to diminish impairments and prevent significant deterioration; culturally competent and appropriate, which are sensitive and responsive to cultural and gender differences and special needs; and, delivered without regard to race, religion, national origin, gender, physical disability, or sexual orientation. Beneficiaries shall receive services in accordance with their level of medical necessity and the unique needs. Services shall be guided by an individualized client treatment plan, which shall be reviewed and revised annually.
6. Services shall be available in person and/or through telecommunication. Services shall be timely and accessible, and delivered by licensed professionals who are credentialed according to state requirements.
7. Outcome Measurement Tools: CONTRACTOR shall use the Adult Needs and Strengths Assessment (ANSA) outcome measurement tool. With the ANSA the frequency and intensity of services shall be correlated with outcome measure data. Outcome measure data shall be collected at regular intervals throughout treatment to ensure that services maintain the appropriate level of intensity, frequency, and duration.
8. Medical needs shall be referred to a primary care clinic site within the System of Care network for assessment and treatment. Medical emergencies shall be referred to the appropriate emergency service or to the nearest hospital emergency room.

B. Provide Cultural Competence

1. CONTRACTOR shall provide culturally competent services. CONTRACTOR shall coordinate with County to comply with annual cultural competency skills training for its staff. CONTRACTOR shall utilize industry experts to augment

annual training for target populations in Mendocino County.

2. CONTRACTOR shall submit to COUNTY copies of agendas, sign-in sheets, handouts, and flyers, for cultural competency training provided to CONTRACTOR staff.

C. Assure Consumer Rights

1. CONTRACTOR shall assure that the screening of a consumer for a treatment or service program shall not result in the consumer being deprived of any rights, privileges, or benefits which are guaranteed to individuals by state or federal law. CONTRACTOR shall assure that services are provided in a safe, sanitary, least restrictive and humane environment. All consumers shall have the right to be treated with dignity and respect by CONTRACTOR. CONTRACTOR shall work with the Patient's Rights Advocate to assure proper client interactions and interventions.

D. Maintain Client Records

1. CONTRACTOR shall maintain client records. CONTRACTOR shall identify an individual that is responsible for maintaining the integrity of clients' health care information. Records shall be organized in a systematic fashion and stored according to licensing/regulatory standards. Individual and aggregate records shall be accessible to prescribers, the Quality Management process, and Mendocino County Behavioral Health and Recovery Services (BHRS). Records that are released to proper authorities, individuals, and others shall be released only with an appropriately signed Release of Information (ROI). CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County BHRS requirements for client confidentiality and record security.
2. CONTRACTOR shall use an electronic health record (EHR). The EHR allows contractor to enter client data, upload clinical documents, enter progress notes, and track outcome data. EHR also allows CONTRACTOR to access various reports, to assist in monitoring:
 - a. Scheduling and productivity
 - b. Intensity and duration of services
 - c. Demographic data
 - d. Clinical data
 - e. Service utilization
 - f. Level of placement
 - g. High-cost beneficiaries

V. Monthly, Quarterly and Annually Reporting

- A. CONTRACTOR shall provide monthly, quarterly, and annual reports. The CONTRACTOR shall fully cooperate with COUNTY BHRS and promptly provide all information pertaining to any aspect of Medication Support Services when requested.
- B. CONTRACTOR shall provide COUNTY with information and reports as required, including, but not limited to, the following information:
 - 1. Annual Medication Support Services budget
 - 2. Annual program report
 - 3. Annual cost report - Cost report Template Excel forms for current fiscal year with back up documentation (Invoices, Worksheets, Profit and Loss with Assets and Liabilities, Depreciation Schedule of Facilities and Equipment associated with this Contract.)
 - 4. Monthly medication support services report to Mendocino County Mental Health Advisory Board
 - 5. Monthly and quarterly claim submissions; no more than one quarter in arrears
 - 6. Maintain and submit to BHRS semiannual list of all providers' cultural and linguistic skills and training.
 - 7. Copies of Notice of Actions (NOA), due monthly
 - 8. Quarterly Provider Training Log
 - 9. Diagnosis/Periodic Update Form (DPU) as occurs
 - 10. Monthly closing summary of all cases closed which includes the name of the client, date of birth, chart number and the effective close date
 - 11. Any other data or costs reports, as requested
 - 12. Mendocino County during the term of this agreement and with input from CONTRACTOR may develop reporting instruments to facilitate evaluation and monitoring. Upon implementation of these reporting instruments, CONTRACTOR shall comply with the established requirements.
- C. COUNTY reserves the right to add performance indicators to the submission packet by informing the CONTRACTOR of new indicator requirements by letter from the Behavioral Health Director. The CONTRACTOR agrees to submit all performance indicators to COUNTY within thirty (30) days of receipt of the letter from COUNTY.

VI. Technical Assistance and Training

- A. CONTRACTOR agrees to be subject to oversight reviews within each sub-heading:
 - 1. Programmatic:
CONTRACTOR agrees to be subject to oversight reviews of programmatic service provision that satisfy State Department of Health Care Services,

Program Oversight and Compliance Reviews and External Quality Reviews. These reviews evaluate the following, but are not limited to:

- a. Access
- b. Beneficiary protection
- c. Target population service provision
- d. Interface with physical health care
- e. Program integrity
- f. Quality improvement
- g. Service provision
- h. Data management
- i. Penetration rates and approved claim dollars per beneficiary
- j. Process barriers
- k. Race/ethnicity penetration rates

2. Financial

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.

B. COUNTY shall provide Technical Assistance and Training to ensure that CONTRACTOR complies with all components of Medi-Cal and Medicaid requirements including but not limited to:

1. Certified public expenditures
2. Funding, reporting and contract requirements
3. Invoice training
4. Medi-Cal match training
5. Medi-Cal services training
6. Medi-Cal necessity training
7. All Local, State and Federal laws, codes and regulations related to the provision of Medi-Cal services.
8. Mandated Reporting
9. Documentation training and supervisory documentation review and compliance to regulations

VII. Compliance

A. The Mental Health Plan (MHP) oversees and is accountable for any functions and responsibilities that it delegates to any CONTRACTOR and before any delegation evaluates the prospective CONTRACTOR's ability to perform the activities to be delegated.

- B. All clinical documentation shall meet Medi-Cal (Title IX) standards and Early Periodic Screening, Diagnosis, and Treatment (EPSDT) requirements. Internal systems shall be employed to monitor strict compliance with all requirements to meet standards and regulations with service authorizations, service delivery, documentation, and billing.
- C. CONTRACTOR'S program policies, procedures and protocols, as related to client services and as shown in Exhibit A shall be reviewed and revised to reflect the requirements set forth by Mendocino County's MHP.
- D. CONTRACTOR acknowledges, and understands all current requirements of the California State Department of Health Care Services (DHCS) for the provision of specialty mental health medication support services. Such requirements include the following agreements, but are not limited to:
 - 1. County Mental Health Plan Performance Agreement
 - 2. Medi-Cal Services Agreement
 - 3. Managed Care Services Agreement
 - 4. Mental Health Services Act Agreement
- E. CONTRACTOR shall meet the standards of said agreements referenced above as well as all successor agreements between the COUNTY and DHCS during the term of this Agreement.
- F. CONTRACTOR shall not discriminate in the selection, reimbursement, or indemnification of any staff who is acting within the scope of his or her license or certification under applicable state law, solely on the basis of that license or certification.
- G. CONTRACTOR shall ensure that the sites meet the requirements for Medi-Cal certification. COUNTY shall certify all sites and recertify every three years. COUNTY shall conduct annual site reviews to verify that CONTRACTOR is in compliance with Medi-Cal site certification requirements. If CONTRACTOR is found out of compliance, CONTRACTOR shall receive a corrective action plan from COUNTY. Failure to comply with the corrective action plan may result in termination of CONTRACTOR's Medi-Cal certification.
- H. COUNTY shall operate a confidential phone line for calls regarding suspected fraud and compliance issues and shall respond to each call in a timely manner. All calls shall be recorded in a compliance log. CONTRACTOR shall post in all locations the compliance poster that includes the phone number.
- I. All services that do not meet medical necessity are not sufficient to achieve the purpose for which the services are furnished and shall be disallowed. All services disallowed are to be reimbursed by CONTRACTOR to COUNTY within 30-days of the notice of disallowance. Reimbursement for such disallowance shall include

reimbursement of Medi-Cal, MHSA and/or FFP dollars.

- J. CONTRACTOR shall be responsible for sending notification letters to clients, if a CONTRACTOR terminates contract with COUNTY.
- K. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

VIII. Communication Plan

- A. 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 but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
- B. CONTRACTOR will collaborate with the COUNTY in the development of a specific communication plan, including an immediate short term plan announcing the award of the contract, interviews and feature stories about the transition of services, etc. and a long term plan including, but not limited to, periodic updates, feature stories, and special events.

[END OF DEFINITION OF SERVICES]

EXHIBIT B**PAYMENT TERMS****1. COUNTY will pay CONTRACTOR:**

CPT CODE	TITLE	Rate
90791	Assessment	\$2.45 per minute
90792	Psychiatric Diagnostic Evaluation with Medical Services	\$4.82 per minute
99201	Evaluation and Management-New Patient	\$4.82 per minute
99202	Evaluation and Management-New Patient	\$4.82 per minute
99203	Evaluation and Management-New Patient	\$4.82 per minute
99204	Evaluation and Management-New Patient	\$4.82 per minute
99205	Evaluation and Management-New Patient	\$4.82 per minute
99201 thru 99205+ 90833 add on code	Evaluation and Management New Patient with 30 minutes of Psychotherapy	Evaluation and Manage \$4.82 per minute, Psychotherapy \$2.45 per minute
99201 thru 99205+ 90836 add on code	Evaluation and Management New Patient with 45 minutes of Psychotherapy	Evaluation and Manage \$4.82 per minute, Psychotherapy \$2.45 per minute
99211	Evaluation and Management- Established Patient	\$4.82 per minute
99212	Evaluation and Management- Established Patient	\$4.82 per minute
99213	Evaluation and Management- Established Patient	\$4.82 per minute
99214	Evaluation and Management- Established Patient	\$4.82 per minute

99215	Evaluation and Management- Established Patient	\$4.82 per minute
99211 thru 99215 + 90833 add on code	Evaluation and Management Established Patient with 30 minutes of Psychotherapy	Evaluation and Manage \$4.82 per minute, Psychotherapy \$2.45 per minute
99211 thru 99215 + 90836 add on code	Evaluation and Management Established Patient with 45 minutes of Psychotherapy	Evaluation and Manage \$4.82 per minute, Psychotherapy \$2.45 per minute
908	General time	\$0.00
H0032	Plan Development	\$2.45 per minute
M96	Client Cancelled	\$0.00
M97	Client Rescheduled	\$0.00
M98	Clinical Staff Cancelled	\$0.00
M99	Missed Med Visit	\$0.00
T1017	Case Management	\$2.20 per minute

2. CONTRACTOR shall in collaboration with COUNTY determine a provisional rate for services based on anticipated costs. Authorization is granted for payment up to, but no more than current State approved Short-Doyle/Medi-Cal Maximum Reimbursement Rate for authorized services. This amount may be revised by the State during the contract period and rate adjustments will be made accordingly.
3. Billing for services is to be completed as per instructions in Mendocino County Mental Health Policy and Procedure, "Claims Processing and Payment to Contract provider under the Mental Health Medi-Cal Managed Care Plan".
4. COUNTY shall reimburse CONTRACTOR at the established provisional rate within 30 days following the submission of invoice.
5. CONTRACTOR shall be liable for any exceptions and shall reimburse COUNTY for any recoupments ordered by the State.
6. CONTRACTOR shall provide COUNTY with an annual COST Report in the appropriate format for submission to the State of California, Department of Health Care Services Medi-Cal reimbursement. This Cost Report will establish the final basis upon which CONTRACTOR will be paid for services provided during the term

of the Agreement. Final reimbursement shall not exceed the Department of Health Care Services audited Cost Report and EPSDT claims.

7. COUNTY shall not reimburse CONTRACTOR for services provided to non-Medi-Cal beneficiaries.
8. CONTRACTOR may establish charges permitted for services at the same published rate. Fees shall be based upon the patient's ability to pay as specified under the Uniform Method of Determining Ability to Pay (UMDAP) as developed by the Department of Health care Services.

Payments under this Agreement shall not exceed One Million One Hundred Thousand Dollars (\$1,100,000) 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 - \$3,000,000 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: Redwood Quality Management Company

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
13. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
14. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
15. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
16. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
17. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
18. Food Stamp Act of 1977, as amended and in particular section 272.6
19. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
20. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000
21. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women

22. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended
23. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
9. California Government Code section 12940 - California Fair Employment
10. California Government Code section 4450 -Access to Public Buildings
11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act

AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

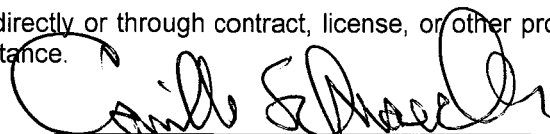
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the 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.

6.7.18

Date
P.O. Box 422, Ukiah, CA 95482
Address of CONTRACTOR



CONTRACTOR Signature

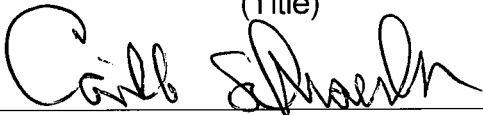
Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

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)

P.O. Box 422
Ukiah, CA 95482
(Organization Address)

6.7.18
(Date)

ADDENDUM A

Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective July 1, 2018 (the "Effective Date"), by and between **Redwood Quality Management Company** ("Business Associate") and **Mendocino County Behavioral Health & Recovery Services** (the "Covered Entity").

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

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

this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

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

Compliance Officer
Mendocino County Behavioral Health
1-866-791-9337

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record

regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity.
13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
 - (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
 - (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - (c) Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify

Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.

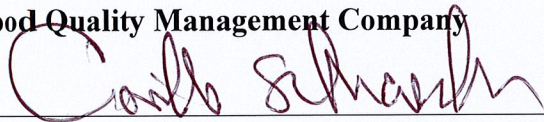
15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.
16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.
17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associates or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.

20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

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

Redwood Quality Management Company

By: _____

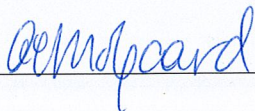


Name: Camille Schraeder

Title: Chief Financial Officer

Mendocino County

By: _____



Name: Anne Molgaard

Title: Acting HHSA Director



Attachment 1
Mendocino County HHSA BHRS
Services Contract Claim Form

Submit Invoice to:

Mendocino County – BHRS
Attn: Jenine Miller
1120 S. Dora Street
Ukiah California

Contractor:

Name
Attn: Contact
Address
City, State, Zip

Invoice Item	Description	Rate	Amount

Contractor's Signature: _____ Date: _____

Approved By: _____ Date: _____

ACCOUNT PAYABLE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	