

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
DAVIS GUEST HOME**

This Memorandum of Understanding (“MOU”), is entered into, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Davis Guest Home, Inc, a California corporation, hereinafter referred to as “CONTRACTOR,” and is made on the last date signed below for the following considerations:

WHEREAS, on June 25, 2019, COUNTY, by and through its Department of Health and Human Services Behavioral Health Branch (“DHHS Behavioral Health”) and CONTRACTOR entered into a Professional Services Agreement (“Agreement”) regarding the performance of a variety of long-term mental health treatment programs for adults with severe mental illness; and

WHEREAS, on April 13, 2020, the Parties amended the Agreement in order to adjust the rates of compensation and modify the execution requirement set forth therein; and

WHEREAS, on June 23, 2021, the Parties amended the Agreement a second time in order to increase the maximum amount payable thereunder; and

WHEREAS, due to circumstances beyond CONTRACTOR’s control, the costs and expenses incurred by CONTRACTOR in performing services pursuant to the terms and conditions of the Agreement during the period of July 1, 2021 through June 30, 2022, exceeded the applicable compensation limit by Thirty-One Thousand Four Hundred Dollars (\$31,400.00); and

WHEREAS, the long-term mental health treatment programs for adults with severe mental illness provided by GRANTEE during the period of July 1, 2021 through June 30, 2022 have benefitted the public through projects that are consistent with the goals and objectives of DHHS Behavioral Health; and

WHEREAS, the purpose of this MOU is to document CONTRACTOR’s provision of long-term mental health treatment programs for adults with severe mental illness required pursuant to the terms and conditions of the Agreement during the period of July 1, 2021 through June 30, 2022 and to provide for payment of such services.

NOW THEREFORE, in consideration of the covenants and promises contained in the amended Agreement and this MOU, the Parties hereto mutually agree as follows:

1. PROVISION OF LONG-TERM MENTAL HEALTH TREATMENT PROGRAMS FOR ADULTS:

CONTRACTOR provided long-term mental health treatment programs for adults with severe mental illness in accordance with the terms and conditions of the Agreement during the period of July 1, 2021 through June 30, 2022.

2. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY to CONTRACTOR for any and all social, health and family support services provided, including costs and expenses incurred, pursuant to the terms and conditions of the Agreement during the period of July 1, 2021 through June 30, 2022 is Thirty-One Thousand Four Hundred Dollars (\$31,400.00).

B. Schedule of Rates. The specific rates and costs applicable to the social, health and family support services provided pursuant to the terms and conditions of the Agreement during the period of July 1, 2021 through June 30, 2022 are set forth in Exhibit A – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.

3. PAYMENT:

To the extent additional documentation may be required, CONTRACTOR shall submit to COUNTY invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of the Agreement during the period of July 1, 2021 through June 30, 2022 . Payment for any and all costs and expenses incurred pursuant to the terms and conditions of the Agreement during the period of July 1, 2021 through June 30, 2022 shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Behavioral Health
Attention: Claims Data Management
507 F Street
Eureka, California 95501

The Parties agree the COUNTY shall have thirty (30) days to contact CONTRACTOR and question any charges it believes in good faith are invoiced incorrectly. COUNTY shall pay CONTRACTOR any undisputed portions of an invoice per the terms of the Agreement.

4. INCORPORATION OF PROVISIONS:

Sections 7 through 41 and Exhibit A – Scope of Services, of the Agreement as amended, are hereby incorporated into this MOU by reference as if fully set forth herein. CONTRACTOR agrees to comply with such provisions to the extent they impose continuing duties and obligations CONTRACTOR has not already performed.

5. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the Parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the Parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

6. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

7. AUTHORITY TO EXECUTE:

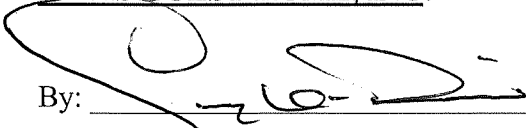
Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

IN WITNESS WHEREOF, the Parties have entered into this MOU as of the last date written below.

DAVIS GUEST HOME, INC:

By: 
 Name: Larry B. Davis
 Title: PRESIDENT

Date: 8/3/22

By: Lisa Dawis
 Name: Lisa Dawis
 Title: SECRETARY

Date: 8/3/2022

COUNTY OF HUMBOLDT:

By: _____
 Virginia Bass, Chair
 Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
 Risk Management

Date: 08/07/2022

LIST OF EXHIBITS:

Exhibit A – Schedule of Rates

EXHIBIT A
SCHEDULE OF RATES
Davis Guest Home, Inc

CONTRACTOR shall submit requests for payment on a monthly basis for days of service provided within the Davis Guest Home, an Adult Residential Facility. COUNTY shall compensate CONTRACTOR for the transitional services provided pursuant to the terms and conditions of this MOU based on the maximum rates set forth herein.

1. RATE OF COMPENSATION:

COUNTY and CONTRACTOR hereby agree to the following monthly and daily rates of compensation as of July 1, 2021:

- Transitional Adult Residential Services – SSI: \$1,079.37 per month
- Transitional Adult Residential Services – SSI/SSA: \$1,099.37 per month
- Daily Patch Rate: \$125.00 per day
- Daily Patch Rate (Higher Acuity/Private Room): \$150.00-\$800.00 per day

Board and Care shall be paid from each client's SSI or SSI/SSA benefits. If a client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent amount owed. Residents who are not removed from Davis Guest Home facilities within 30 days of receiving a discharge notice will be assessed a daily rate of Three Hundred Fifty Dollars (\$350.00) per day from the 31st day until the date of discharge from the facility.

2. COMPENSATION POLICIES FOR ABSENCE FROM PROGRAM:

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a period of not more than seven (7) days for non-medical leave and not more than ten (10) days for medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a client's placement at CONTRACTOR's facility. In the event COUNTY moves a client from CONTRACTOR's facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten (10) days for in-patient hospitalizations (medical and/or psychiatric) per occurrence and seven (7) days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within the time frames indicated above, extensions may be secured with written notice to CONTRACTOR.

3. RATE ADJUSTMENTS:

CONTRACTOR may submit written requests for rate changes to COUNTY, as necessary, with a frequency of not more than one (1) time per fiscal year. Rate changes will be effective no earlier than ninety (90) days after COUNTY's receipt of CONTRACTOR's request. The monthly SSI and SSI/SSA rates set forth herein are subject to annual adjustments by the federal government and the State of California.