

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
WILLOW GLEN CARE CENTER**

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 Willow Glenn Care Center, a California nonprofit corporation, hereinafter referred to as "CONTRACTOR," and is made on the last date signed below for the following considerations:

WHEREAS, on July 2, 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 June 23, 2020, COUNTY and CONTRACTOR (the "Parties") amended the Agreement in order to adjust the rates of compensation and modify the execution requirement set forth therein; and

WHEREAS, on December 31, 2020, the Parties amended the Agreement for a second time in order to increase the maximum amount payable thereunder; and

WHEREAS, on May 13, 2021, the Parties again amended the Agreement in order to further adjust the rates of compensation set forth therein; and

WHEREAS, due to circumstances beyond CONTRACTOR's control, the costs and expenses incurred for services CONTRACTOR provided 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 Sixty-Seven Thousand One Hundred Eighty-Five Dollars (\$67,185.00); and

WHEREAS, the long-term mental health treatment programs for adults with severe mental illness provided by CONTRACTOR 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 Professional Services 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 Professional Services Agreement during the period of July 1, 2021 through June 30, 2022.

2. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all social, health and family support services provided, and 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 Sixty-Seven Thousand One Hundred Eighty-Five Dollars (\$67,185.00).

- 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 Professional Services 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 Professional Services 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 that 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.

WILLOW GLEN CARE CENTER:

By: 

Date: 8/11/22

Name: Jeff Payne

Title: Executive Director

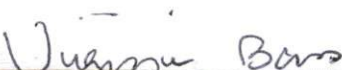
By: 

Date: 8/11/22

Name: Melissa Lance

Title: CFO

COUNTY OF HUMBOLDT:

By: 
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: 9/22/2022

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Phillips, Amanda Digitally signed by Phillips, Amanda
Date: 2022.08.18 14:39:19 -0700
Risk Management

Date: 08/18/2022

LIST OF EXHIBITS:

Exhibit A – Schedule of Rates

EXHIBIT A
SCHEDULE OF RATES
Willow Glen Care Center

CONTRACTOR shall submit requests for payment on a monthly basis for bed days provided within its Adult Residential and Mental Health Rehabilitation Center facilities ("MHRC"). COUNTY shall compensate CONTRACTOR for the services provided pursuant to the terms and conditions of this Agreement based on the maximum rates set forth herein.

1. RATE OF COMPENSATION:

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

• Willow Glen Care Center	\$162.00-\$199.00
• Rosewood Care Center	\$162.00-\$199.00
• Redwood Creek	\$160.00-\$300.00
• Cedar Grove Psychiatric Treatment Center	\$330.00-\$370.00
• Trinity Pines	\$210.00
• Sequoia Psychiatric Treatment Center	\$360.00

2. RATE SCHEDULES:

CONTRACTOR shall furnish a rate schedule to COUNTY for residential care and MHRC services no later than July 31st of each fiscal year.

3. RATE CHANGES:

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. Rate changes pertaining to services provided at the Sequoia Psychiatric Treatment Center are subject to the limitations set forth by state regulation.

4. ANCILLARY FEES:

COUNTY shall be responsible for paying an ancillary fee of One Hundred Dollars (\$100.00) per day for one-on-one client supervision services required to prevent hospitalization, injury and/or property damage. Any and all ancillary fees charged pursuant to the terms and conditions of this Agreement shall require written pre-authorization by COUNTY, and be identified on the monthly invoices submitted by CONTRACTOR.