

**THIRD AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-22-182**

This third Amendment to Agreement No. BOS-22-182 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **REDWOOD COMMUNITY SERVICES, INC.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-22-182 was entered into on July 1, 2022; and

WHEREAS, first Amendment No. SS-22-084 was entered into on December 20, 2022; and

WHEREAS, second Amendment No. SS-23-057 was entered into on July 18, 2023; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add the amount of One Hundred Twenty-Nine Thousand Four Hundred Sixty-Eight Dollars (\$129,468) for Fiscal Year 2023/2024, for a revised total Agreement amount of Five Hundred Twenty-One Thousand Eight Hundred Ninety-One Dollars (\$521,891); and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms to show additional line items related to the amount increase.

NOW, THEREFORE, we agree as follows:

1. The amount set out in Agreement No. BOS-22-182 is hereby increased by \$129,468 for Fiscal Year 2023/2024 for state mandated Family Urgent Response System mobile response services, for a revised total Agreement amount of \$521,891.
2. The Exhibit B, Payment Terms, set out in Agreement No. BOS-22-182 is hereby updated and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. BOS-22-182, first Amendment No. SS-22-084, and second Amendment No. SS-23-057 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: *Jana A. Deputy Director*
SIGNATURE

Date: 2/22/24

Budgeted: Yes
Budget Unit: 5010
Line Item: 86-3118
Org/Object Code: SSCPS
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: *Maureen Mulheren*
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 03/12/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: *Antle*
Deputy 03/12/2024

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

DARCIE ANTLE, Clerk of said Board

By: *Antle*
Deputy 03/12/2024

INSURANCE REVIEW:

By: *Darcie Antle*
Risk Management

Date: 02/21/2024

CONTRACTOR/COMPANY NAME

By: *Victoria Kelly*
Victoria Kelly, Chief Executive Officer

Date: 2/21/2024

NAME AND ADDRESS OF CONTRACTOR:

REDWOOD COMMUNITY SERVICES, INC.
P.O. Box 2077
Ukiah, CA 95482
707-467-2010
contracts@redwoodcommunityservices.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: *Charlotte Scott*
COUNTY COUNSEL

Date: 02/21/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *[Signature]*
Deputy CEO or Designee

Date: 02/21/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 24-85
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT B

PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

	Monthly Rate	Total Rate (July 1, 2022 to February 29, 2024)	Total Rate (March 1, 2024 to June 30, 2024)
Salary and benefits of program staff including: Program Director (.25 FTE), Supervisor (.25 FTE), Rehabilitation Specialists (2 FTEs), Peer Partners (2 FTEs), Program Analyst (.25 FTE), Quality Improvement Staff (.10 FTE), Information Services Staff (.10 FTE), Communications Staff (.05 FTE) and Training Staff (.10 FTE) <i>FTE= full time equivalent</i> Benefits (Taxes, Worker's Comp & Insurance) 25%	Up to \$26,379	Up to \$316,548	Up to \$105,516
Miscellaneous client expenses	Up to \$400	Up to \$4,800	Up to \$1,600
Operational expenses including: Conferences, training, travel, insurance, administration, supplies/equipment, copies, facility, mileage at IRS rate/gas, telephone, internet, utilities	Up to \$2,950	Up to \$35,400	Up to \$11,800

Indirect Admin expenses (10%)		Up to \$35,675	Up to 10% per month of salary and benefits only: Up to \$10,552
Total		Up to \$392,423	Up to \$129,468
Agreement Total			\$521,891

- II. CONTRACTOR shall bill Medi-Cal for eligible mental health services delivered to Medi-Cal eligible youth under age twenty-one (21), when such services meet state and federal Medicaid requirements, including medical necessity, as detailed in California Department of Health Care Services Behavioral Health Information Notice No: 21-013/ California Department of Social Services All County Information Notice No.: I-29-21 which can be found at: https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/ACINs/2021/I-29_21.pdf?ver=2021-04-20-154131-293. A separate Agreement is required between Mendocino County Behavioral Health and Recovery Services and CONTRACTOR to address Medi-Cal billing and claiming related to FURS services.
- III. CONTRACTOR shall submit monthly invoices detailing actual monthly costs, not to exceed the rates listed in Exhibit B I. Monthly invoices shall deduct anticipated Medi-Cal reimbursement and true up will occur at the end of each quarter.
- IV. CONTRACTOR shall submit the data report, Attachment C, monthly with the invoice in order to receive payment.
- V. Invoices and data reports are to be submitted by the tenth (10th) of each month to:
Mendocino County Department of Social Services
Family & Children's Services
P.O. Box 839
Ukiah, CA 95482
Attn: Cherrene Lamm
FCSInvoices@mendocinocounty.org
- VI. The final invoice and data report shall be submitted not later than July 15, 2024.
- VII. Payments under this Agreement shall not exceed Three Hundred Ninety-Two Thousand Four Hundred Twenty-Three Dollars (\$392,423) for services from July 1, 2022 to February 29, 2024 and One Hundred Twenty-Nine Thousand Four Hundred Sixty-Eight Dollars (\$129,468) for services from March 1, 2024 to June 30, 2024 for a total of Five Hundred Twenty-One Thousand Eight Hundred Ninety-One Dollars (\$521,891).

- A. A total of Two Hundred Fifteen Thousand Two Hundred Forty-One Dollars and Twenty-Nine Cents (\$215,241.29) was billed and paid for Fiscal Year 2022-2023.
- B. A total of One Hundred Twenty-Three Thousand Nine Hundred Eighty-Three Dollars and Sixty-Seven Cents (\$123,983.67) was billed for Fiscal Year 2023-2024 through December 31, 2023.

[END OF PAYMENT TERMS]