

**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-23-125**

This Amendment to Agreement No. BOS-23-125 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **MENDOCINO COUNTY YOUTH PROJECT**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-23-125 was entered into on July 1, 2023 (the "Agreement"); and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2024 to September 30, 2024; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount set out in the Agreement from \$930,000 to \$1,107,491; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit A-2, Scope of Work – MHSA, to update the annual reports due date from July 31, 2022 to October 31, 2024; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B-1, Payment Information – SMHS, to incorporate the following changes: 1) increase the "Specialty Mental Health Billing" line item by \$133,118; 2) increase the "FSP Billing Match/FFP" line item by \$44,373; 3) revise the "Total" line item to account for the revisions; 4) and increase the amount of clients served by 20%, for a minimum of 189 clients; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add an Attachment 1-B, CPT Billing Code Rates, FY 2024-25 Q1 Rates.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from June 30, 2024 to September 30, 2024.
2. The total contracted amount set out in the Agreement is hereby increased from \$930,000 to \$1,107,491.
3. The Exhibit A-2, Scope of Work - MHSA, set out in the Agreement is hereby altered and a new Exhibit A-2 is attached herein.

4. The Exhibit B-1, Payment Information - SMHS, set out in the Agreement is hereby altered and a new Exhibit B-1 is attached herein.
5. An Attachment 1-B, CPT Billing Code Rates, FY 2024-25 Q1 Rates, is hereby incorporated into the Agreement, and is attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jerine Miller, Psy.D., BHRS Director

Date: 6.5/24

Budgeted: No
Budget Unit: 4050, 4051
Line Item: 86-3164, 86-2189
Org/Object Code: MH, MAPEI
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: [Signature]
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 06/25/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 06/25/2024

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: [Signature]
Deputy 06/25/2024

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 05/22/2024

CONTRACTOR/COMPANY NAME

By: [Signature]
~~Mandie Rojas~~, Executive Director
Amanda Archer,

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Mendocino County Youth Project
776 S. State Street
Ukiah, CA 95482
707-473-4915 ext. 11

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: [Signature]
COUNTY COUNSEL

Date: 05/22/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 05/22/2024

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

EXHIBIT A-2

SCOPE OF WORK - MHSA

CONTRACTOR agrees to perform Anti Bullying activities in schools and with school aged children. The Bullying prevention program. delegated activities and reporting responsibilities in compliance with the COUNTY Mental Health Plan, Protocol, Proposition 63 (MHSA) and with the COUNTY Mental Health Services Act Plan.

- I. CONTRACTOR shall provide the following Prevention and Early Intervention (PEI) services:
 1. Program which provides evidence-based Anti-bullying education to elementary and middle-school aged children. These services will be provided with the intent of reducing the negative feelings, reduce the feelings of isolation, and increase understand and recognition of the signs and risk factors of bullying behaviors.
 2. CONTRACTOR shall utilize bilingual and bi-culturally trained staff (when appropriate) to outreach to the COUNTY's areas of need.
 - A. Anti-Bullying education to for school aged children with a focus on grades K-8.
 - a. CONTRACTOR shall deliver anti bullying education programs in group settings, such as classrooms, or assemblies. A group will be considered a group when 10 or more students attend the training.
 - b. CONTRACTOR shall deliver anti-bullying education to elementary and middle school faculty, staff and administrators. A group consists of 10 or more learners.
 - c. Youth who may benefit from receiving additional services are offered the opportunity to participate in on campus groups, individual mentoring, community Day Schools, prevention, education programs, and weekly groups as developed by CONTRACTOR.
 3. CONTRACTOR shall provide COUNTY with the number of screenings and presentations offered. Data will include:
 - A. Number of screenings provided
 - B. Number of referrals generated by screenings
 - C. Number of presentations
 - D. Number of individuals who attended each presentation
 - E. Where the presentation took place

- F. Target audience of presentation.
- II. CONTRACTOR shall complete the following reports as outlined in MHSA Prevention and Early Intervention (PEI) Regulation (Attachment 1) sections 3200.245, 3200.246 of Article 2, sections 3510.010, 3560, 3560.010, and 3560.020 of Article 5, and Article 7. Authority Cited: Section 5846, Welfare and Institutions Code, Reference: Section 5892, Welfare and Institutions Code.
1. Annual Reports:
- A. Funding Report: CONTRACTOR shall provide information on total funding sources, identifying the amount of funds received from Medi-Cal Federal Financial Participation, 1991 Realignment, Behavioral Health Subaccount, and any other funding source. This report shall cover the twelve (12) month period of the contract term, include a breakdown of funds spent per program area, and is due October 31, 2024.
 - B. Annual Summation Report for Friendly Visitor: CONTRACTOR shall provide an annual summary of services offered, due October 31, 2024. This report shall cover the twelve (12) month period of the contract term, to include:
 - a. Summation of services provided, to whom (type of client), where the service takes place, and how often service is provided.
 - b. A confidential list of client names to assure unduplicated numbers.
 - c. Outcomes and indicators used by the program, what approaches used to select specific indicators, and changes in outcomes and indicators as attributed to service delivery. CONTRACTOR will state how often the data is collected and analyzed.
 - d. Strategies used to avoid stigma among participants.
 - e. Strategies used to address cultural considerations.
 - f. An analysis of the strengths and challenges experienced by the CONTRACTOR in meeting prevention goals in the preceding year, which shall include a narrative of anecdotal information, with concrete examples, and/or quotes from participants, volunteers, and service providers that demonstrate effectiveness, and/or need to improve services.
 - g. A summary of any changes in the program from the beginning of the contract year to the end of the contract year.

- h. Summary of target population including the participant's risk of a potentially serious mental illness, either based on individual risk or membership in a group.
 - i. CONTRACTOR shall provide an explanation of the evaluation methodology including how and when outcomes are measured and how data is collected and analyzed. Include specific strategies utilized for collection and evaluation that reflect cultural competence.
 - j. Narrative description of how a typical member of the target population would ideally receive services through Breaking The Silence.
 - k. CONTRACTOR shall provide an explanation of the evaluation method including how CONTRACTOR intends to measure changes in attitudes, knowledge, and/or behavior related to mental illness and seeking mental health services.
- 2. Twice Annual Reports for both programs:
 - A. Report the names of the staff conducting the MHSA programs, the fluent languages they speak, cultural proficiencies they possess, and any cultural proficiency training they attended during the reporting period. Reports are due within thirty (30) days after receiving the approved form from the COUNTY.
- 3. Quarterly Program [PROGRAM NAME HERE]: In accordance with PEI Regulations, Section 3560.010, CONTRACTOR shall report on:
 - A. Number of unduplicated clients and/or family members served with demographic information, including:
 - a. Age.
 - b. Race.
 - c. Ethnicity.
 - d. Gender assigned at birth.
 - e. Gender identity.
 - f. Primary language used in home.
 - g. Sexual orientation.
 - h. Veteran's status.

- i. Disability- which is not a result of SMI, but includes physical, communication, health, or mental disability (including but not limited to a learning, or developmental disability).
 - j. The number of respondents who refuse to answer any of the categories above.
- B. Reducing risk of negative outcomes related to SMI, including:
 - a. Which specific SMI negative outcomes were targeted to be mitigated.
 - b. How the program measured reductions in prolonged suffering.
 - c. Reductions in prolonged suffering or negative outcomes found by the program.
 - d. Activities to mitigate risk offered to clients.
 - e. Negative outcomes addressed.
 - f. Indicators of suffering reduced.
 - g. Evidence Based Practices used, and outcomes.
- 4. Quarterly Program Reports are due forty-five (45) days following the last day of the quarter to which they pertain.
- 5. All Events hosted through PROGRAM NAME funding that are not part of the core intervention will need to be documented with a separate report for each event detailing the date and time of event, the number of individuals served/educated and the activity performed.
- 4. CONTRACTOR shall submit Quarterly and Annual data reports for each PEI program to COUNTY indicating the following:
 - A. Number of services provided
 - B. Number of Year to date unduplicated clients
 - C. Age and demographics of unduplicated clients
 - D. Setting services were provided in
 - E. Type of responders
 - F. Outcome indicators
 - G. Number of client referrals
 - H. Number of clients that followed through on referrals
 - I. Summary of services provided and outcomes.

5. CONTRACTOR shall attend MHSA forums in the communities in which CONTRACTOR is providing services.
6. CONTRACTOR shall provide outcomes and indicators, approaches used to select the outcomes and indicators, and how often data is collected and evaluated.
7. CONTRACTOR shall provide evidence of culturally sensitive approaches congruent with the values of the population for whom changes in attitudes, knowledge, and behavior are intended.
8. CONTRACTOR shall provide measures for the changes in behaviors, attitudes, and/or knowledge that are applicable to the program.

[END OF EXHIBIT A-2]

Exhibit B-1

PAYMENT INFORMATION - SMHS

- I. COUNTY shall reimburse CONTRACTOR for Specialty Mental Health Services (SMHS) provided to eligible Short-Doyle/Medi-Cal beneficiaries as defined in the Definition of Services, Exhibit A-1, as per the following instructions:
 - A. CONTRACTOR shall provide SMHS as directed by the Behavioral Health and Recovery Services (BHRS) Director, as defined in the Definition of Services, Exhibit A-1, and in compliance with the COUNTY of Mendocino MHP Agreement with the State of California.
 - B. COUNTY shall reimburse CONTRACTOR for SMHS, provided to Short-Doyle/Medi-Cal clients as defined in the Definition of Services, Exhibit A-1, and in compliance with the COUNTY of Mendocino MHP Agreement with the State of California, not to exceed One Million Seventy-Seven Thousand Four Hundred Ninety-One Dollars (\$1,077,491) for the term of this Agreement as follows:

Specialty Mental Health Billing:	\$903,118
FSP Billing Match/FFP	\$174,373
Total:	\$1,077,491

1. All FSP funds must be invoiced separately from other SMH claims, funds must be spent on clients who are fully enrolled in the county's FSP program, with all necessary documentation.
2. SMHS for Short-Doyle-Medi-Cal beneficiaries shall be reimbursed within thirty (30) days of receipt of complete and accurate claims invoice/files.
3. COUNTY will reimburse all claims for SMHS provided by subcontractors based on the amount claimed for approved SMHS provided within the term of this Agreement.
4. CONTRACTOR shall serve an increase of twenty percent (20%) of current clients being served for a minimum of one hundred eighty-nine (189) clients to be served for SMHS services under the terms of this Agreement.
5. Billing for services shall be completed as per instructions in the Department of Health Care Services, Mental Health Services Division Medi-Cal Billing Manual, and the Mendocino COUNTY Mental Health Policy and Procedure, "Claims Processing and Payment to contract provider under the Mental Health Medi-Cal

Managed Care Plan".

6. In no event shall COUNTY be obligated to pay CONTRACTOR for any Short-Doyle/Medi-Cal claims, where payment has been denied, or disallowed by State or Federal authorities. Should such denials or disallowances occur, COUNTY may, at their discretion, deduct the value of the disallowances from future payments to CONTRACTOR.
 7. In no event shall COUNTY be obligated to pay CONTRACTOR for any Short-Doyle/Medi-Cal claims for clients with other coverage where CONTRACTOR has not billed for reimbursement or denial of benefits in accordance with coordination of coverage requirements. Coordination of Benefits (COB) information shall be provided at the time of submission or the claim will be denied. Per California Welfare and Institutions Code section §14124.795, all other forms of coverage must pay their portion of a claim before Medi-Cal pays its portion. Medi-Cal is always the payer of last resort.
 8. Services provided to clients eligible for benefits under both Medicare (Federal) and Medi-Cal (State of California) plans must be billed and adjudicated by Medicare before the claim can be submitted to BHRS. Claims for reimbursement of Medicare-eligible services performed by Medicare-certified providers in a Medicare-certified facility must be submitted to Medicare before being submitted to Medi-Cal. Medicare COB information shall be provided to BHRS at the time of submission or the claim will be denied. The following SMHS do not require Medicare COB as specified in Information Notices 09-09 and 10-11: 11017 Targeted Case Management, H2011 Crisis Intervention, H2013 Psychiatric Health Facility, H0018 Crisis Residential Treatment Services, H0019 Adult Residential Treatment Services, S9484 Crisis Stabilization, H2012 Day Treatment Intensive / Day Rehabilitation, H2019 Therapeutic Behavioral Services, 0101 Administrative Day Services.
 9. Some clients may have what is known as Medi-Cal Share of Cost (SOC). The SOC is similar to a deductible based on the fact that the client must meet a specified dollar amount for medical expenses before the COUNTY will pay claims for services provided over and above the amount of the SOC in that month. The SOC is usually determined by the COUNTY Department of Social Services and is based upon the client or family income.
- C. Claims submitted by CONTRACTOR in excess of one hundred fifty (150) days from date of service must be accompanied with justification (i.e. explanation of benefits) for the late submission, or services may be denied. Late claims will be reviewed with the Behavioral Health Director and Behavioral Health Fiscal Manager for approval regarding late submission.

COUNTY is aware that some services may require a late submission. If CONTRACTOR and Behavioral Health Fiscal Manager are unable to come to an agreement regarding late submission, the Behavioral Health Director shall make the final determination as to whether payment is to be remitted to CONTRACTOR. If late submission is not approved, CONTRACTOR shall not be reimbursed for the services.

- D. All invoices must be received no later than December 15, 2024, invoices received after that date shall not be accepted.
- E. All services that do not meet medical necessity and are not sufficient to achieve the purpose for which the services are furnished, shall be disallowed. COUNTY shall be reimbursed by CONTRACTOR for the total claimed amount of all services disallowed (by State and/or COUNTY) audit and/or review, within thirty (30) days of the notice of disallowance.
- F. Payment may be requested for the services identified in this Agreement based on documented medical and access criteria and as authorized by COUNTY.
- G. Each service invoiced to COUNTY must have appropriate signed and dated progress notes entered into the Electronic Health Record (EHR) describing the intervention provided.
- H. CONTRACTOR must have means of routinely verifying that services reimbursed were actually provided. For coverage of services and payment of claims under this Contract, CONTRACTOR shall implement and maintain a compliance program designed to detect and prevent fraud, waste, and abuse. As a condition for receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of Title 42 of the Code Federal Regulations, sections §§ 438.604, 438.606 and 438.608, and 438.610. (Title 42 of the Code of Federal Regulations, section § 438.600(b).
- I. CONTRACTOR will not be reimbursed for unauthorized services. COUNTY will be responsible for service authorization and payment only for service months during which the consumer has Medi-Cal assigned to the Mendocino COUNTY Code. If COUNTY of beneficiary is changed during the course of treatment, authorization and payment responsibilities transfer to the new COUNTY of beneficiary.
- J. CONTRACTOR is responsible for:
 - a. Billing other health coverage;
 - b. Collecting SOC amounts; and
 - c. Collecting Uniform Method of Determining Ability to Pay (UMDAP) amounts.

- K. If a client disputes the SOC amount and/or UMDAP amount billed to them, but it is then determined the client does owe the SOC and/or UMDAP amount, a Notice of Adverse Benefit Determinations (NOABD) Denial of a Request to Dispute a Financial Liability (Financial Liability Notice) shall be sent to the client within two (2) business days of the determination.
- L. Rate setting and payment shall be consistent with federal and state statutes and regulations, as they may be amended from time to time. Please see Attachment 1 for current rates.
- M. Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, access criteria, and claim submissions consistent with State and Federal requirements.
- N. CONTRACTOR shall submit a weekly invoice summary that corresponds to the appropriate Electronic Data Interchange (EDI) billing detail in the EHR within seven (7) days of the EDI billing drop, accompanied by any documents requested by AHM or COUNTY.
- O. CONTRACTOR shall ensure Specialty Mental Health Medi-Cal Services in EDI billing are entered no later than thirty (30) days after the end of the month during which services were rendered (i.e. EDI billing for services rendered in May would be due by June 30). Claims for services submitted by CONTRACTOR in excess of this timeframe shall be reviewed for justification regarding late submission.
- P. CONTRACTOR will cooperate with COUNTY process for submitting the unit of service data for Medi-Cal billing in the required timeline. A signed paid certification of claim shall be submitted at time payment is received.
- Q. COUNTY shall pay CONTRACTOR consistent with the certified public expenditure process required by 42 CFR 433.51.
- R. CONTRACTOR shall submit to COUNTY an annual report of overpayment recoveries in a manner and format determined by COUNTY of Mendocino MHP Agreement.
- S. Cost Report shall be completed by CONTRACTOR and submitted to COUNTY by October 1, 2023. Initial Cost Reports shall include all services delivered in FY 2022 - 2023. CONTRACTOR shall maintain all Cost Report documentation and evidence for a minimum of ten (10) years after the COUNTY final Cost Report settlement with Department of Health Care Services. Payment shall be required by either COUNTY or CONTRACTOR within sixty (60) days of settlement or as otherwise mutually agreed, after final Cost Report settlement with Department of Health Care Services.

- T. CONTRACTOR will provide an annual budget and submit required financial information to AHM monthly. CONTRACTOR shall submit a monthly Expenditure Report to the AHM each month.
- U. CONTRACTOR must comply with all policies, procedures, letters, and notices of the COUNTY of Mendocino Mental Health Plan (MHP) and DHCS and agrees to utilize the funds for client care services and exclude the use of funds for lobbying or other administrative activities not related to the delivery of services under the MHP.
- V. If CONTRACTOR is out of compliance with report submissions, CONTRACTOR agrees that funds to be distributed under the terms of this agreement shall be withheld until such time as CONTRACTOR submits acceptable monthly or quarterly documents.
- W. CONTRACTOR shall comply with all requirements of the COUNTY of Mendocino MHP Agreement with the State of California; direction(s) from the Behavioral Health Director and all policies, procedures, letters and notices of the COUNTY of Mendocino and/or the DHCS.
- X. The compensation payable to CONTRACTOR shall be dependent on CONTRACTOR satisfying all components of this Agreement, the State/COUNTY MHP Contract, and all direction from the Behavioral Health Director.

II. Audits:

- A. CONTRACTOR shall comply with COUNTY, State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings.
- B. CONTRACTOR and COUNTY shall each be responsible for any audit exceptions or disallowances on their part.
- C. COUNTY shall not withhold payment from CONTRACTOR for exceptions or disallowances for which COUNTY is financially responsible, consistent with Welfare and Institutions Code 5778 (b)(4).

III. SMH Contract Totals:

- IV. The compensation payable to CONTRACTOR as defined in the Definition of Services, Exhibit A-1, shall not exceed One Million Seventy-Seven Thousand Four Hundred Ninety-One Dollars (\$1,077,491) for the term of this Agreement.

[END OF PAYMENT TERMS B-1]

Attachment 1-B

SMHS		FY 2024-25 Q1 RATES				
County:		MENDOCINO				
Contractor:		MCYP				
Code	Time Associated with Code (Mins) for Purposes of Rate	LPHA	LCSW	Mental Health Rehab Specialist	Peer Recovery Specialist	Other Qualified Providers - Other Designated MH staff that bill medical
PROVIDER TYPE HOURLY RATE		\$ 270.51	\$ 270.51	\$ 203.52	\$ 189.95	\$ 189.95
90785	Occurrence	\$ 14.90	\$ 14.90	\$ 14.90		\$ 14.90
90791	15	\$ 67.63	\$ 67.63			
90832	30	\$ 135.26	\$ 135.26			
90834	45	\$ 202.88	\$ 202.88			
90837	60	\$ 270.51	\$ 270.51			
90847	50	\$ 225.43	\$ 225.43			
90853	15	\$ 15.03	\$ 15.03			
90887	15	\$ 67.63	\$ 67.63			
G2212	15	\$ 67.63	\$ 67.63			
G2212HQ	15	\$ 15.03	\$ 15.03			
H0025	15				\$ 10.55	
H0031	15	\$ 67.63	\$ 67.63	\$ 50.88		\$ 47.49
H0032	15	\$ 67.63	\$ 67.63	\$ 50.88		\$ 47.49
H0038	15				\$ 47.49	
H2000	15	\$ 67.63	\$ 67.63	\$ 50.88		\$ 47.49
H2011	15	\$ 67.63	\$ 67.63	\$ 50.88		\$ 47.49
H2017	15	\$ 67.63	\$ 67.63	\$ 50.88		\$ 47.49
H2017HQ	15	\$ 15.03	\$ 15.03	\$ 11.31		\$ 10.55
T1013	15	\$ 25.20	\$ 25.20	\$ 25.20	\$ 25.20	\$ 25.20
T1017	15	\$ 67.63	\$ 67.63	\$ 50.88		\$ 47.49

Group

REHABILITATION
REHABILITATION GROUP