

**AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. BOS #20-054, BOS #20-054-A1, JH 20-054-A2, JH 20-054-A3, JH  
20-054-A4**

This Fifth Amendment to Agreement No. BOS #20-054, BOS #20-054-A1, JH 20-054-A2, JH 20-054-A3, JH 20-054-A4 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and PACIFIC REDWOOD MEDICAL GROUP, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS #20-054 was entered into on May 20, 2020; and

WHEREAS, First Amendment No. BOS #20-054-A1 was entered into on June 8, 2021; and

WHEREAS, Second Amendment No. JH 20-054-A2 was entered into on July 1, 2023; and

WHEREAS, Third Amendment No. JH 20-054-A3 was entered into on January 1, 2024; and

WHEREAS, Fourth Amendment No. JH 20-054-A4 was entered into on January 11, 2024; 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 extend the termination date set out in Agreement No. BOS #20-054, BOS #20-054-A1, JH 20-054-A2, JH 20-054-A3, JH 20-054-A4, from March 31, 2024 to December 31, 2024; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total contract amount from Three Hundred Fifty Thousand Two Hundred Fifty Four Dollars (\$350,254.00) to Four Hundred Seventy Five Thousand Two Hundred Seventy Five Dollars (\$475,275); and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to amend Exhibit B-2.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in Agreement No. BOS #20-054, BOS #20-054-A1, JH 20-054-A2, JH 20-054-A3, JH 20-054-A4 is hereby extended from March 31, 2024 to December 31, 2024.
2. The total contracted amount set out in Agreement No. BOS #20-054, BOS #20-054-A1, JH 20-054-A2, JH 20-054-A3, JH 20-054-A4 is hereby increased from Three Hundred Fifty Thousand Two Hundred Fifty Four Dollars (\$350,254.00) to Four Hundred Seventy Five Thousand Two Hundred Seventy Five Dollars (\$475,275).
3. The Exhibit B, Payment Terms, set out in Agreement No. BOS #20-054, BOS #20-054-A1, JH 20-054-A2, JH 20-054-A3, JH 20-054-A4 has been altered and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. BOS #20-054, BOS #20-054-A1, JH 20-054-A2, JH 20-054-A3, JH 20-054-A4 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

4/9/24  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2550

Line Item: 862185

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

CONTRACTOR/COMPANY NAME

By: Debra J. Mah MD

Date: 4/10/2024

NAME AND ADDRESS OF CONTRACTOR:

Pacific Redwood Medical Group

275 Hospital Drive

Ukiah, CA 95482

COUNTY OF MENDOCINO

By: Maureen Mulheren  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 04/23/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 04/23/2024

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 04/23/2024

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 04/09/2024

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: Brina Blanton  
COUNTY COUNSEL

Date: 04/09/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 04/09/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ \_\_\_\_\_  
Mendocino County Business License: Valid ☐ \_\_\_\_\_  
Exempt Pursuant to MCC Section: \_\_\_\_\_

## **EXHIBIT B-3**

### **PAYMENT TERMS**

- I. Physician Assistant (PA) or Nurse Practitioner (NP):
  - A. For services in Exhibit A-1, up to 26 mid-level provider hours, COUNTY shall pay CONTRACTOR the fixed rate as follows, payable the tenth (10<sup>th</sup>) working day of each month during the term of this contract:
    1. Year One (July 1, 2020–June 30, 2021): \$4,500/month (\$54,000/year)
    2. Year Two (July 1, 2021–June 30, 2022): \$4,635/month (\$55,620/year)
    3. Year Three (July 1, 2022–June 30, 2023): \$4,774/month (\$57,288/year)
    4. Year Four (July 1, 2023– March 31, 2024): \$4,917/month (\$29,502/6 months)
    5. April 1 – December 31, 2024: \$6,883/month (\$61,947/9 months)
      - a. \$4,971/month for PA/NP services
      - b. \$428/month for administrative staff support costs
      - c. \$665/month for Physician Supervision costs
      - d. \$819/month – Indirect costs at 13.5%
  - B. If there are no scheduled appointments for either a physical examination or medical consultation prior to the scheduled CONTRACTOR appointment, CONTRACTOR shall cancel the site visit for that day and COUNTY would be charged for one (1) hour of service, against the contract.
  - C. Each additional hour will be charged at \$117.18 per hour in excess of 26 hours. CONTRACTOR shall submit an itemized billing for any additional hours, which shall be processed with the next regular monthly payment.
  - D. Compensation for services provided in Sections C shall not exceed \$10,404.00 for the term of this agreement.

**II. Licensed Vocational Nurse (LVN):**

**A. For services in Exhibit A-1, COUNTY shall pay CONTRACTOR the fixed rate as follows:**

- 1. CONTRACTOR shall provide LVN services five (5) hours per day, at five (5) days per week, 255 shifts per fiscal year. Excluded are five (5) mutually agreed upon holiday shifts.**
- 2. Year One (Upon full execution of agreement through June 30, 2021):**
  - a) COUNTY shall pay CONTRACTOR at a rate of \$40.46 per hour worked at COUNTY facility, not to exceed \$72,828 per year (pro-rated for partial year):**
    - 1) During initial start-up and staff recruiting, CONTRACTOR shall provide services at three (3) shifts per week, up to five (5) hours per shift;**
- 3. Year Two (July 1, 2021–June 30, 2022):**
  - a) COUNTY shall pay CONTRACTOR at a rate of \$41.40 per hour worked at COUNTY facility, not to exceed \$74,520 per year;**
- 4. Year Three (July 1, 2022–June 30, 2023):**
  - a) COUNTY shall pay CONTRACTOR at a rate of \$42.38 per hour worked at COUNTY facility, not to exceed \$76,284 per year;**
- 5. Year Four (July 1, 2023–March 31, 2024)**
  - a) COUNTY shall pay CONTRACTOR at a rate of \$43.80 per hour worked at COUNTY facility, not to exceed \$32,850 through December 31, 2023;**
- 6. April 1 – December 31, 2024:**
  - a) COUNTY shall pay CONTRACTOR at a rate of \$46.89 per hour worked by LVN at COUNTY facility, not to exceed \$45,720 for April 1 through December 31, 2024;**
  - b) COUNTY shall pay CONTRACTOR at a fixed rate of \$428 per month for administrative staff support costs, not to exceed \$3,582 for April 1 through December 31, 2024;**
  - c) COUNTY shall pay CONTRACTOR at a fixed rate of \$667 per month for Physician Supervision costs, not to exceed \$6,003 for April 1 through December 31, 2024;**

d) COUNTY shall pay CONTRACTOR for indirect costs at a rate of 13.5% for billed costs under 6a, 6b and 6c, not to exceed \$7,503 for April 1 through December 31, 2024.

- B. CONTRACTOR shall provide COUNTY a monthly statement upon completion of each month detailing days and hours worked at COUNTY facility plus administrative staff support costs, Physician Supervision costs and indirect costs.
- C. Any adjustment of regularly scheduled shift hours must be mutually agreed upon by CONTRACTOR and COUNTY prior to any schedule adjustments.
- D. Any hours in excess of the agreed upon contract must be mutually agreed upon by CONTRACTOR and COUNTY in advance, except in urgent or emergency situations where advance agreement is not practical and shall be compensated at the hourly rates specified above for the applicable year in which the hours are worked.
- E. Compensation for services provided in Section D shall not exceed \$10,000 for the term of this agreement.

[END OF PAYMENT TERMS]