

BOS AGREEMENT NO. 23-136-A1

**AMENDMENT TO COUNTY OF MENDOCINO
BOARD OF SUPERVISORS AGREEMENT NO. BOS-23-136**

This Amendment to Board of Supervisors (BOS) Agreement No. BOS-23-136 is entered into this 12th day of Sept , 2023, 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. DBA Redwood Community Crisis Center**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. BOS-23-136 was entered into on July 1, 2023; and

WHEREAS, upon execution of this document by the Chair of the County of Mendocino Board of Supervisors and the CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to extend the termination date set out in the original BOS Agreement No. BOS-23-136, from September 30, 2023 to June 30, 2024; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to increase the amount set out in the original BOS Agreement No. BOS-23-136, from \$65,000 to \$260,000; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to alter the Exhibit A, Definition of Services, and Exhibit B, Payment Terms set out in the original BOS Agreement No. BOS-23-136.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original BOS Agreement No. BOS-23-136 is hereby extended from September 30, 2023 to June 30, 2024.
2. The amount set out in the original BOS Agreement No. BOS-23-136 is hereby increased from \$65,000 to \$260,000.
3. The Exhibit A, Definition of Services, and Exhibit B, Payment Terms, set out in the original BOS Agreement No. BOS-23-136, are hereby superseded and replaced by the Exhibit A and Exhibit B attached hereto and incorporated herein by this reference.

All other terms and conditions of BOS Agreement No. BOS-23-136 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Jenine Miller, Psy.D., BHRS Director

Date: 8/28/23

Budgeted: Yes
Budget Unit: 4052
Line Item: 86-2189
Org/Object Code: ME
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: Glenn McGourty
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 09/12/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arac
Deputy 09/12/2023

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: Arac
Deputy 09/12/2023

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 08/23/2023

CONTRACTOR/COMPANY NAME

By: Victoria Kelly
Victoria Kelly, Chief Executive Officer

Date: 8/24/2023

NAME AND ADDRESS OF CONTRACTOR:

Redwood Community Services, Inc. DBA
Redwood Community Crisis Center
631 S. Orchard Ave.
Ukiah, CA 95482
707-467-2010
kellyv@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:

CHRISTIAN M. CURTIS,
County Counsel

By: Charlotte Scott
Deputy

Date: 08/23/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Nara Per
Deputy CEO or Designee

Date: 08/23/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 23-131
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT A

DEFINITION OF SERVICES

- I. CONTRACTOR shall provide and monitor emergency crisis services, crisis and psychiatric hospitalization aftercare, and crisis intervention services to individuals within the boundaries of Mendocino County that are not eligible for County Medi-Cal crisis intervention and/or aftercare services due to being incarcerated, uninsured or under-insured, including, but not limited to, individuals with private pay and/or Medicare.
 - A. In the provision of such crisis and aftercare services:
 1. CONTRACTOR shall ensure timely access to services to meet the individual's needs and promote resiliency and positive outcomes. Timely access depends on the type of services provided. For example, if an individual is assessed by crisis and does not require acute hospitalization, CONTRACTOR shall offer same-day aftercare services. If an individual is hospitalized, CONTRACTOR shall offer aftercare services and schedule a follow-up appointment within seventy-two (72) hours of discharge. Positive outcomes include connecting the individual to resources within their provider network and assessing for whether the individual requires repeat hospitalization at various intervals, within the subsequent seven (7) days, thirty (30) days, and one (1) year following crisis contact.
 2. CONTRACTOR shall focus on the following:
 - i. Behavioral Health Issues, i.e., assisting the individual to understand the symptoms that contributed to the need for crisis services.
 - ii. Comorbidity Risks, i.e., the risk factors that might be contributing to the individual's behavioral health issues such as health issues and substance use.
 - iii. Access to Resources, i.e., helping the individual navigate and connect to their provider network.
 - iv. Decreasing Hospitalization Rates, i.e., as hospitalization is the highest level of care which can be very stressful for individuals, working with individuals to help identify services and supports that can be utilized to reduce the need for future hospitalization.
 - v. Increasing Community and Natural Supports, i.e., connecting individuals to their local and family support systems.
 - B. To ensure proper billing for Medi-Cal services through the COUNTY, CONTRACTOR must provide assessment and follow-up services to all individuals not eligible for County Medi-Cal services being discharged from a psychiatric

hospital stay or receiving a crisis (5150) assessment by meeting the requirements among the following services defined by Medi-Cal regulations:

1. Targeted Case Management and Linkage Services
2. Medication Management
3. Rehabilitation
4. Crisis Intervention
5. Mental Health Services

C. The following additional information must also be submitted with CONTRACTOR's monthly invoices to COUNTY. This following information is required by the COUNTY (and the funding source) in order to properly audit amounts billed, time spent, approved unit of service cost, and billing of correct payor source:

1. Number of Individuals Served
2. Number of Services Provided
3. Types of Services Provided
4. Payor Source
5. Outcome Result Per Individual

II. The COUNTY has the right to request progress notes and related reports and access the Electronic Health Record as needed, including but not to addressing concern with clinical note, billing and/or grievances, and to ensure a referral was completed linking the individual to their provider network.

III. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance

requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

- IV. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- V. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
- VI. CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by COUNTY, CONTRACTOR with five percent (5%) or more direct or indirect ownership interest shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Disclosure of Ownership & Control Interest" with COUNTY disclosing CONTRACTOR's or such other person's financial interests. Additionally, a background check, including fingerprinting, may be required for said persons if it is determined there is a "high" risk to the Medi-Cal program.
- VII. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B**PAYMENT TERMS****I. COUNTY will pay CONTRACTOR as per the following instructions:**

Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	LVN	Psychologist/ Pre-licensed Psychologist	LPHA	LC SW	Mental Health Rehab Specialist	Peer Recovery Specialist	Other Qualified Providers - Other Designated MH staff that bill medical
PROVIDER TYPE	HOURLY RATE	\$ 839.65	\$ 221.79	\$ 334.42	\$ 270.51	\$ 270.51	\$ 203.52	\$ -	\$ 189.95
90785	Occurrence	\$ 14.90	\$ 14.90	\$ 14.90	\$ 14.90	\$ 14.90	\$ 14.90	\$ -	\$ 14.90
90791	15	\$ 209.91		\$ 83.61	\$ 67.63	\$ 67.63			
90792	15	\$ 209.91							
90832	27	\$ 377.84		\$ 150.49	\$ 121.73	\$ 121.73			
90833	27	\$ 377.84							
90834	45	\$ 629.74		\$ 250.82	\$ 202.88	\$ 202.88			
90836	45	\$ 629.74							
90837	60	\$ 839.65		\$ 334.42	\$ 270.51	\$ 270.51			
90838	60	\$ 839.65							
90839	52	\$ 727.70		\$ 289.83	\$ 234.44	\$ 234.44			
90840	30	\$ 419.83		\$ 167.21	\$ 135.26	\$ 135.26			
90847	50	\$ 699.71		\$ 278.68	\$ 225.43	\$ 225.43			
90853	15	\$ 46.65		\$ 18.58	\$ 15.03	\$ 15.03			
90887	15	\$ 209.91		\$ 83.61	\$ 67.63	\$ 67.63			
98966	8			\$ 44.59	\$ 36.07	\$ 36.07			
98967	16			\$ 89.18	\$ 72.14	\$ 72.14			
98968	26			\$ 144.92	\$ 117.22	\$ 117.22			
G2212	15	\$ 209.91	\$ 55.45	\$ 83.61	\$ 67.63	\$ 67.63			
G2212HQ	15	\$ 46.65	\$ 12.32	\$ 18.58	\$ 15.03	\$ 15.03			
H0025	15							\$ -	
H0031	15		\$ 55.45	\$ 83.61	\$ 67.63	\$ 67.63	\$ 50.88	\$ -	\$ 47.49
H0032	15		\$ 55.45	\$ 83.61	\$ 67.63	\$ 67.63	\$ 50.88	\$ -	\$ 47.49
H0038	15							\$ -	
H2011	15	\$ 209.91	\$ 55.45	\$ 83.61	\$ 67.63	\$ 67.63	\$ 57.66	\$ -	\$ 47.49
H2017	15	\$ 209.91	\$ 55.45	\$ 83.61	\$ 67.63	\$ 67.63	\$ 50.88	\$ -	\$ 47.49
H2017HQ	15	\$ 46.65	\$ 12.32	\$ 18.58	\$ 15.03	\$ 15.03	\$ 11.31	\$ -	\$ 10.55
H2019	15	\$ 209.91	\$ 55.45	\$ 83.61	\$ 67.63	\$ 67.63	\$ 50.88	\$ -	\$ 47.49
H2021	15	\$ 209.91	\$ 55.45	\$ 83.61	\$ 67.63	\$ 67.63	\$ 50.88	\$ -	\$ 47.49
T1013	15	\$ 209.91	\$ 55.45	\$ 83.61	\$ 67.63	\$ 67.63	\$ 50.88	\$ -	\$ 47.49
T1017	15	\$ 209.91	\$ 55.45	\$ 83.61	\$ 67.63	\$ 67.63	\$ 50.88	\$ -	\$ 47.49

- II. CONTRACTOR shall submit a monthly claim to the COUNTY identifying billing and/or performance period covered by the invoice. Invoices will be itemized using the Sample Invoice (Attachment 1) included in this Agreement.
- III. Billing for services is expected to be completed on a monthly basis and must occur within sixty (60) days of service provision. Billings for services beyond the 60-day period will not be honored. Invoices shall be submitted on the approved invoice form with content detailing charges. All invoices shall clearly reflect and, in reasonable detail, give information regarding the services invoiced. The final invoice for each Fiscal Year must be submitted prior to 15 days after the end of that Fiscal Year.
- IV. A final undisputed invoice shall be submitted for payment no more than twenty (20) calendar days following the expiration or termination date of this Agreement. Said invoice shall be clearly marked "Final Invoice", thus indicating that all payment obligations of COUNTY under this Agreement have ceased and no further payments are due or outstanding.

V. CONTRACTOR agrees overpayments based on an audit finding and/or an audit finding appealed and upheld will be recouped by COUNTY. Said repayment to COUNTY from CONTRACTOR will be due and payable no later than thirty (30) days from said upheld finding.

VI. Monthly invoices and summary of services shall be sent to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller

VII. Payments under this Agreement shall not exceed Two Hundred Sixty Thousand Dollars (\$260,000) through June 30, 2024.

[END OF PAYMENT TERMS]