

BOS AGREEMENT NO. 22-063-A3

Amendment 3

Original Agreement No.	BOS-22-063
Amendment 1 No.	BOS-22-063-A1
Amendment 2 No.	BOS-22-063-A2

**THIRD AMENDMENT TO COUNTY OF MENDOCINO
BOARD OF SUPERVISORS AGREEMENT NO. BOS-22-063**

This third Amendment to Board of Supervisors (BOS) Agreement No. BOS-22-063 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.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. BOS-22-063 was entered into on March 16, 2022; and

WHEREAS, first Amendment BOS Agreement No. BOS-22-063-A1 was entered into on May 23, 2023; and

WHEREAS, second Amendment BOS Agreement No. BOS-22-063-A2 was entered into on July 25, 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 second Amendment BOS Agreement No. BOS-22-063-A2, 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 second Amendment BOS Agreement No. BOS-22-063-A2 from \$1,455,587 to \$2,116,068; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to update the Exhibit A, Definition of Services, set out in the original BOS Agreement No. BOS-22-063; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to update the Exhibit B, Payment Terms, set out in the second Amendment BOS Agreement No. BOS-22-063-A2.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the second Amendment BOS Agreement No. BOS-22-063-A2 is hereby extended from September 30, 2023 to June 30, 2024.

2. The amount set out in the second Amendment BOS Agreement No. BOS-22-063-A2 is hereby increased from \$1,455,587 to \$2,116,068.
3. The Exhibit A, Definition of Services, set out in the original BOS Agreement No. BOS-22-063 is hereby updated, and a new Exhibit A is attached herein.
4. The Exhibit B, Payment Terms, set out in the second Amendment BOS Agreement No. BOS-22-063-A2, is hereby updated, and a new Exhibit B is attached herein.

All other terms and conditions of BOS Agreement No. BOS-22-063, first Amendment BOS Agreement No. BOS-22-063-A1, and second Amendment BOS Agreement No. BOS-22-063-A2 shall remain in full force and effect.

IN WITNESS WHEREOF**DEPARTMENT FISCAL REVIEW:**

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

Date: 9/7/23

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

COUNTY OF MENDOCINO

By: 
 GLENN MCGOURTY, Chair
 BOARD OF SUPERVISORS

Date: 09/12/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: 
 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: 
 Deputy 09/12/2023

INSURANCE REVIEW:

By: 
 Risk Management

Date: 08/30/2023

CONTRACTOR/COMPANY NAME

By: 
 Victoria Kelly, Chief Executive Officer

Date: 9/7/2023

NAME AND ADDRESS OF CONTRACTOR:

Redwood Community Services, Inc.
P.O. Box 2077
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: 
 Deputy

Date: 08/30/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
 Deputy CEO or Designee

Date: 08/30/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☐ RFP# MH-20-005

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 Residential Treatment Facility operations and crisis residential services on a transitional basis to Mendocino County adults, age eighteen (18) years or older, who meet medical necessity criteria for this level of care and are Medi-Cal billable services pursuant to Medi-Cal regulations. CONTRACTOR shall lease from COUNTY, under a lease agreement entered contemporaneously with this Agreement, the property and building located at 631 South Orchard Avenue, Ukiah, CA, for the purpose of providing an unlocked eight (8) bed short-term residential program pursuant to this Agreement. In the event of termination of this Agreement, said lease agreement shall also be terminated.
- II. The Crisis Residential program (CRP) operates twenty-four (24) hours, seven (7) days a week, with the primary focus on providing alternatives to acute-care for adults experiencing a mental health crisis. CRPs are a short-term residential treatment model providing services for up to thirty (30) days, with an average length of stay of fourteen (14) days in a structured, home-like setting. Interventions are concentrated on crisis stabilization and symptom reduction while building interpersonal and independent living skills in order to support successful transition to community support systems. CONTRACTOR shall transition clients from higher, more expensive levels of mental health services to more independent, lower levels of care and housing in the community.
- III. In the provision of such Medi-Cal based crisis residential services, CONTRACTOR shall:
 1. Offer social rehabilitation services through a mental health program certified by the Department of Health Care Services, in a safe, welcoming, non-institutional, residential setting for Mendocino County Medi-Cal and Indigent adults experiencing an acute psychiatric episode or crisis requiring twenty-four (24) hour support to return to community living.
 2. Provide a comfortable "home-like" living environment for individuals eighteen (18) years and older for up to thirty (30) days (CCR Title 9).
 3. Obtain and maintain mandatory licensing through California Department of Social Services, Community Care Licensing Division.
 4. Obtain and maintain certification in compliance with Social Rehabilitation Facility Certification and all Department of Health Care Services requirements.

- a. CONTRACTOR shall ensure that the site meets the requirements for Medi-Cal certification.
- b. COUNTY shall certify CONTRACTOR, and recertify every three (3) years according to the following:
 - i. COUNTY shall conduct site reviews to verify that CONTRACTOR is in compliance with Medi-Cal site certification requirements.
 - ii. If COUNTY finds CONTRACTOR is out of compliance, CONTRACTOR shall receive a corrective action plan from COUNTY. Failure to comply with the corrective action plan may result in termination of CONTRACTOR's Medi-Cal certification.
- c. Develop and maintain a short-term Crisis Residential Treatment Program that meets all California Code of Regulations at Title 9, Division 1, Chapter 3 Article 3.5. Standards for the Certification of Social Rehabilitation Programs, (9 CCR 531, et seq.), and Title 9, Division 1, Chapter 3, Article 4. Services Subject to State Reimbursement (9 CCR 540, et seq.).
5. Prioritize the allocation of services to maintain quality programming, through evidenced-based services that both reduce the need for higher level of care (e.g., acute psychiatric hospitalization), and also enable an individual to step down to a lower level of care whenever clinically indicated (from CRT to outpatient services).
6. Prioritize high beneficiary satisfaction evidenced by beneficiary satisfaction surveys with ratings of average and above.
7. Maintain all client records in accordance with Medi-Cal and COUNTY record documentation requirements.
 - a. CONTRACTOR shall ensure use of an Electronic Health Record (EHR). The EHR allows CONTRACTOR to enter client data, upload clinical documents, enter progress notes, and track outcome data. Each service invoiced to COUNTY must have appropriate signed and dated progress notes entered into the Electronic Health Record (EHR) describing the intervention provided. EHR records shall be accessible to clinicians, the Quality Management process, and Mendocino County BHRS. Records that are released to proper authorities, individuals, and others shall be released only with an appropriately signed ROI. CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino COUNTY BHRS requirements for client confidentiality and record security. CONTRACTOR shall also

- maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire. Client records shall be kept and maintained for ten (10) years from the last date that the client received services. For minors, client records shall be kept and maintained until the minor reaches the age of maturity (eighteen (18) years) plus an additional ten (10) years from the last date the client received services.
- b. CONTRACTOR shall use COUNTY approved clinical documentation and forms.
 - c. CONTRACTOR shall obtain in writing, approval from COUNTY Behavioral Health Director or designee before using new clinical documentation or forms subject to review or audit by the State of California or Federal Government. Failure by CONTRACTOR to obtain COUNTY approval may result in the inability of CONTRACTOR to bill for services.
8. For fiscal year 21/22, work with the COUNTY Administrative Service Organization, Redwood Quality Management Company (RQMC). RQMC is contracted with the COUNTY to assist with providing and arranging for Specialty Mental Health Services in Mendocino County. CONTRACTOR shall provide to RQMC all requested data reports necessary for quality assurance, performance improvement, and utilization review.
- a. RQMC will act as the Point of Authorization (POA) for Specialty Mental Health Services for beneficiaries. CONTRACTOR shall work with RQMC on services that require prior or concurrent authorization.
 - b. CONTRACTOR shall work with RQMC to ensure that beneficiaries have appropriate access to Specialty Mental Health Services. CONTRACTOR shall work with RQMC to assess the capacity of service delivery and accessibility of services to beneficiaries; this includes monitoring the services provided and utilization of the services. RQMC will provide this information to COUNTY and report this information at Utilization Management meetings monthly.
 - c. RQMC will evaluate medical necessity appropriateness and efficiency of services provided to beneficiaries. RQMC will track utilization of data to show client outcomes and performance indicators over time. RQMC will track patterns, trends, outlier data, and monitor post care outcomes to assess effectiveness of care and services. RQMC will provide this information to COUNTY and report this information at Utilization Management meetings monthly. CONTRACTOR shall work with RQMC to facilitate RQMC's duties outlined in this paragraph III(8)(c).

9. For fiscal year 22/23, work with the COUNTY to assist with providing and arranging for Specialty Mental Health Services in Mendocino County. CONTRACTOR shall provide to COUNTY all requested data reports necessary for quality assurance, performance improvement, and utilization review.
 - a. COUNTY will act as the Point of Authorization (POA) for Specialty Mental Health Services for beneficiaries. CONTRACTOR shall work with COUNTY on services that require prior or concurrent authorization.
 - b. CONTRACTOR shall work with COUNTY to ensure that beneficiaries have appropriate access to Specialty Mental Health Services. CONTRACTOR shall work with COUNTY to assess the capacity of service delivery and accessibility of services to beneficiaries; this includes monitoring the services provided and utilization of the services. CONTRACTOR will provide this information monthly to COUNTY for use at the Utilization Management meetings.
 - c. COUNTY will evaluate medical necessity appropriateness and efficiency of services provided to beneficiaries. CONTRACTOR will track utilization of data to show client outcomes and performance indicators over time. CONTRACTOR will track patterns, trends, outlier data, and monitor post care outcomes to assess effectiveness of care and services.
10. Issue Notices of Adverse Benefit Determination (NOABD), per the Mental Health Plan (MHP) requirements, within the timeframe set forth in 42 C.F.R. 438.404(c). A copy of every NOABD issued shall be provided to COUNTY. NOABDs shall be provided to the COUNTY monthly. COUNTY shall maintain NOABD logs.
11. Allow COUNTY to conduct clinical chart audits, treatment authorization audits, and billing audits to ensure that CONTRACTOR is maintaining compliance with Medi-Cal documentation and billing practices, and ensure they provide Medi-Cal billable services, are utilizing the correct CPT coding and are in compliance with Medi-Cal standards.. COUNTY shall notify CONTRACTOR in writing of audit results. Corrective Action Plans shall be required for any items found out of compliance as a result of the audit. Findings may also indicate a recoupment of funds as dictated by the annual California Department of Health Care Services (DHCS) Reasons for Recoupment list.
12. Ensure clients are provided with required information pamphlets that include Client Rights, Notice of Privacy Practices, Grievance and Appeals Process Brochure, Advanced Directives Brochure, Early Periodic Screening, Provider Directory, Mental Health Plan Beneficiary Handbook, and language taglines.

13. Ensure beneficiaries are linked to physical health care, dental services, benefits, employment, schools, training, transportation, and other non-mental health services as needed as evidenced by documentation of linkage in the clinical chart and EHR. Services shall also be coordinated with Federally Qualified Health Clinics (FQHC)/Rural Health Clinics (RHC), Probation, Social Services, Public Health Services, and Behavioral Health and Recovery Services (BHRS), as needed, and CONTRACTOR shall obtain appropriate and compliant releases of information for these agencies.
14. Participate in the BHRS Quality Improvement Committee meetings.
15. Provide data and reports required for California's External Quality Review Organization (EQRO) and the DHCS Triennial Audit.
16. Provide quarterly reports that provide data and performance standards developed in collaboration with BHRS including, but not limited to, the following information:
 - a. Number of new beneficiaries accessing services.
 - b. Number of services provided.
 - c. Number of beneficiaries who completed treatment and have not returned.
 - d. Improvement in beneficiaries' CANSA/ANSA scores.
 - e. Number of beneficiaries who accessed services and needed a higher level of care, e.g., LPS conservatorship.
 - f. Additional reporting and evaluation activities as indicated by the County Behavioral Health Director.
17. Conduct client billing in accordance with the DHCS 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". All coordination of benefits procedures must be followed. CONTRACTOR shall be liable for any exceptions and shall reimburse COUNTY for any recoupments ordered by the State. COUNTY shall only reimburse CONTRACTOR for services provided to Medi-Cal and Indigent beneficiaries upon receipt of a valid Explanation of Medicare Benefits.

18. For the fiscal years 21-22, 22-23, and prior to transition to CalAIM, provide COUNTY with an annual COST Report in the appropriate format for submission to the State of California, DHCS Medi-Cal reimbursement. Final reimbursement shall not exceed the DHCS audited Cost Report and Early and Periodic Screening, Diagnostic and Treatment (EPSDT) claim.
19. For fiscal year 22/23, work with RQMC to ensure that CONTRACTOR participates in COUNTY and State required beneficiary/family satisfaction surveys. CONTRACTOR shall submit to RQMC all surveys by the due date. CONTRACTOR shall work with RQMC and COUNTY to use the data to identify trends and opportunities for improvement. For fiscal year 23/24, CONTRACTOR shall participate in COUNTY and State required beneficiary/family satisfaction surveys. CONTRACTOR shall submit to COUNTY all surveys by the due date. CONTRACTOR shall work with COUNTY to use the data to identify trends and opportunities for improvement.
20. For fiscal year 22/23, work with RQMC to ensure CONTRACTOR adheres to COUNTY and MHP requirements for beneficiary grievances, appeals, fair hearings, and change of provider requests. CONTRACTOR shall ensure COUNTY receives all original documentation of beneficiary grievances, appeals, fair hearings, and change of provider requests. COUNTY shall work with RQMC and CONTRACTOR, as appropriate, to resolve all beneficiary problem resolution matters. For fiscal year 23/24, CONTRACTOR shall adhere to COUNTY and MHP requirements for beneficiary grievances, appeals, fair hearings, and change of provider requests. CONTRACTOR shall ensure COUNTY receives all original documentation of beneficiary grievances, appeals, fair hearings, and change of provider requests. COUNTY shall work with CONTRACTOR, as appropriate, to resolve all beneficiary problem resolution matters.
21. Maintain compliance with all MHP, State and Federal requirements. If CONTRACTOR does not maintain compliance, COUNTY shall issue a corrective action plan. COUNTY shall work with CONTRACTOR until CONTRACTOR is in compliance with requirement, or services have been terminated.
22. Employ a sufficient number of qualified and appropriately trained staff. CONTRACTOR shall only use licensed, registered, or waived staff acting within their scope of practice for services which require a license, waiver, or registration. CONTRACTOR shall ensure that staff are not on a list excluding them from billing Medi-Cal, such as:
 - a. Office of General Inspector General List of Excluded Individuals/Entities (LEIE)

- b. DHCS Medi-Cal List of Suspended or Ineligible Subcontractors
 - c. Excluded Parties List System (EPLS)
 - d. Social Security Death Master List
 - e. Verification of licensure without restrictions
 - f. National plan and subcontractor Enumeration System (NPPES)
23. Run monthly checks on the exclusion list sites (listed above), as directed by the COUNTY, and provide RQMC with monthly reports.
24. Provide links to COUNTY of CONTRACTOR's list of individual provider staff, and maintain a current list of CONTRACTOR's individual provider staff on CONTRACTOR's websites. COUNTY will maintain links on the COUNTY website.
25. Provide staff training conducted by professionals and clinicians/practitioners as deemed necessary. Training will cover a wide range of clinical topics, including 1:1 counseling; treatment planning; crisis intervention; suicide assessment; group counseling; working with special needs populations; dual diagnosis; ethics; Substance Used Disorders (SUD) training; documentation; discharge planning, managing countertransference, medications, and systems issues/networking.
26. Make sufficient resources available (for example, funds, staff, equipment, and supplies) to ensure that the program can provide appropriate and adequate services to patients.
27. Ensure the facility's physical and financial resources are adequately insured.
28. Develop facility and program policies concerning program management and patient care, and include, but not be limited to:
- a. Admission, transfer, and discharge policies and procedures;
 - b. Prescription and administration of medication policies and procedures which shall be consistent with applicable Federal and State laws and regulations; and
 - c. Case records policies and procedures that shall ensure patient records confidentiality in accordance with state laws and regulations.

IV. Outcome Measurement Tools

1. CONTRACTOR shall use the Adult Needs and Strengths Assessment (ANSA) to measure clients' functioning. The frequency and intensity of services shall be correlated with outcome measure data. Outcome measure data shall be collected at the beginning of treatment and at the end of treatment to ensure that services maintain the appropriate level of intensity, frequency, and duration.

V. Cultural Competency

1. CONTRACTOR shall provide culturally competent services. CONTRACTOR shall coordinate with COUNTY to comply with annual cultural competency skills training for staff.
2. In the event the CONTRACTOR provides cultural competency training, CONTRACTOR shall submit to COUNTY copies of agendas, sign-in sheets, handouts, and flyers for each cultural competency training provided to CONTRACTOR's staff as the training occurs.

VI. Maintenance of Client Records

1. CONTRACTOR shall maintain client records in an Electronic Health Record system.
2. CONTRACTOR shall identify a compliance officer that is responsible for maintaining the integrity of clients' health care information. Records shall be organized in a systematic fashion and stored according to licensing/regulatory standards. Individual and aggregate records shall be accessible to clinicians, the Quality Management process, and Mendocino County BHRS. Records that are released to proper authorities, individuals, and others shall be released only with an appropriately signed Release of Information (ROI). CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, State and Federal laws, and other Mendocino County BHRS requirements for client confidentiality and record security. Client records shall be kept and maintained for ten (10) years after client discharge.

VII. Client Rights

1. CONTRACTOR shall ensure that the screening of a client for a treatment or service program shall not result in the client being deprived of any rights, privileges, or benefits which are guaranteed to individuals by State or Federal law. CONTRACTOR shall ensure that services are provided in a culturally responsive, safe, sanitary, least restrictive, and humane environment. All clients

shall have the right to be treated with dignity and respect by CONTRACTOR and all subcontractors. CONTRACTOR shall work with the COUNTY's Patient's Rights Advocate to ensure proper client interactions and interventions.

2. Direct Services shall be provided in the Client's preferred language or American Sign Language (ASL), if required. Language assistance, if needed, will be provided through the use of competent bilingual staff, staff interpreters, contractors, or formal arrangements with organizations providing interpretation or translation services. Language taglines shall be attached to vital documents, which shall be provided in current threshold languages. Accommodations to support access to vital documents shall be made for those beneficiaries with disabilities.

VIII. Communication Plan

1. 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.

IX. Conflict of Interest

1. 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 19 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" (Attachment 1) 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. Furthermore, CONTRACTOR shall ensure that all subcontracts include the Disclosure of Ownership requirement and that Disclosure of Ownership Forms will be submitted directly to the COUNTY.

X. CONTRACTOR Notification of Breach or Improper Disclosures

1. The State Contract requires COUNTY to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). CONTRACTOR shall, immediately upon discovery of a breach or improper disclosure of privacy and/or security of PII and/or PHI by CONTRACTOR, notify COUNTY of such breach or improper disclosure by telephone and either email or facsimile. In accordance with 45 CFR, upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the agreement between COUNTY and the CONTRACTOR, COUNTY shall:
 - a. Provide an opportunity for the CONTRACTOR to cure the breach or end the violation and terminate the agreement, if the CONTRACTOR has not already cured the breach or ended the violation within the time specified by the Department; or immediately terminate the agreement if the CONTRACTOR has breached a material term of the agreement and cure is not possible.
 - b. Pay on COUNTY's behalf any and all such costs associated with a breach of privacy and/or security of PII and/or PHI by CONTRACTOR, if required by the State Contract.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

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

1. The term of the Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date") through June 30, 2024.
2. COUNTY will reimburse CONTRACTOR for Mendocino County Medi-Cal Beneficiaries and Indigent at the rate of Four Hundred Sixteen Dollars (\$416) per day per client.
3. In full consideration of CONTRACTOR's satisfactory performance in providing services described in Exhibit A, the maximum payable amount for year one (1) (through June 30, 2022) is One Hundred Thirty-Three Thousand Nine Hundred Fifty-Two Dollars (\$133,952.00), the maximum payable amount for year two (2) (through June 30, 2023) is One Million Sixty-Two Thousand Six Hundred Dollars (\$1,062,600), the maximum payable amount for services from July 1, 2023 through September 30, 2023 is Two Hundred Fifty-Nine Thousand Thirty-Five Dollars (\$259,035), the maximum payable amount for services from October 1, 2023 through June 30, 2024 is Six Hundred Sixty Thousand Four Hundred Eighty-One Dollars (\$660,481), and the maximum payable amount for the term of this Agreement is Two Million One Hundred Sixteen Thousand Sixty-Eight Dollars (\$2,116,068). Total annual contract payments for the term of the Agreement shall not exceed the annual contract maximum.
4. Payments shall be made only upon the satisfactory completion of the services as determined by COUNTY. COUNTY shall only reimburse CONTRACTOR for services provided and billed to Medi-Cal and for valid claims submitted to COUNTY for indigent clients. CONTRACTOR shall have a financially solvent plan for operational cost to run the facility. Under no circumstances shall COUNTY provide funds to cover deficits in operational costs.
5. 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 to COUNTY at the time of submission or the claim will be denied. Per California Welfare and Institutions Code §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.

6. Services provided to clients eligible for benefits under both Medicare (Federal) and Medi-Cal (CA) plans must be billed and adjudicated by Medicare before the claim can be submitted to COUNTY. 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 Coordination of 21 Benefits (COB) information shall be provided to COUNTY at the time of submission or the claim will be denied.
 7. CONTRACTOR shall submit monthly invoices (Attachment 2) no later than thirty (30) days after the last day of the month in which those services were provided.
 8. No invoices for this Agreement will be accepted for processing on or after October 31, 2024.
 9. CONTRACTOR may submit an invoice for services immediately following the end of the period for which services are provided, but not before. Any invoice submitted prior to the end of the billing period will be returned to CONTRACTOR for resubmission.
 10. CONTRACTOR shall submit all corresponding progress notes for each service included in the monthly invoice and additional clinical documentation within five (5) business days upon request.
 11. All billing and payment invoices shall be submitted to the following address:

Mendocino County Behavioral Health & Recovery Services
Attn: Behavioral Health Fiscal Division
1120 S. Dora St..
Ukiah, CA 95482
 12. CONTRACTOR shall perform services and provide such documentation as required by applicable State and Federal laws, rules, and regulations as described in this Agreement.
- II. Payments under this Agreement shall not exceed Two Million One Hundred Sixteen Thousand Sixty-Eight Dollars (\$2,116,068) for the current term of this Agreement.

[END OF PAYMENT TERMS]