

BOS AGREEMENT NO. 22-063-A4

AMENDMENT #4

Original Agreement	BOS-22-063
Amendment 1	BOS-22-063-A1
Amendment 2	BOS-22-063-A2
Amendment 3	BOS-22-063-A3

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

This fourth Amendment to Board of Supervisors Agreement No. BOS-22-063 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-22-063 was entered into on March 16, 2022 (the "Initial Agreement"); and

WHEREAS, first Amendment No. BOS-22-063-A1 was entered into on May 23, 2023 (the "First Amendment") increasing the total amount by \$151,542 for a new total of \$1,973,658; and

WHEREAS, second Amendment No. BOS-22-063-A2 was entered into on July 25, 2023 (the "Second Amendment") decreasing the total amount by \$518,071 for a new total of \$1,455,587, and advancing the term from March 15, 2024 to September 30, 2023; and

WHEREAS, third Amendment No. BOS-22-063-A3 was entered into on September 12, 2023 (the "Third Amendment") increasing the total amount by \$660,481 for a new total of \$2,116,068, and extending the term from September 30, 2023 to June 30, 2024; and

WHEREAS, the Initial Agreement, First Amendment, Second Amendment, and Third Amendment are referred to as the Agreement; and

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

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

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to increase the total amount by \$343,744 from \$2,116,068 to \$2,459,812; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to update the Exhibit

B, Payment Terms, to reflect the term extension and amount increase.

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 \$2,116,068 to \$2,459,812.
3. The Exhibit B, Payment Terms, set out in the Agreement is hereby updated, and a new Exhibit B 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]
Jenine Miller, Psy.D., BHRS Director

Date: 6/6/24

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-3164
Org/Object Code: MH
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: 06/05/2024

CONTRACTOR/COMPANY NAME:

By: [Signature]
Victoria Kelly, Chief Executive Officer

Date: 6/5/24

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: [Signature]
Deputy

Date: 06/05/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/05/2024

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 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 September 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 Seven Hundred Forty Thousand Four Hundred Eighty-One Dollars (\$740,481), the maximum payable amount for services from July 1, 2024 through September 30, 2024 is Two Hundred Sixty-Three Thousand Seven Hundred Forty-Four Dollars (\$263,744), and the maximum payable amount for the term of this Agreement is Two Million Four Hundred Fifty-Nine Thousand Eight Hundred Twelve Dollars (\$2,459,812). 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 Four Hundred Fifty-Nine Thousand Eight Hundred Twelve Dollars (\$2,459,812) for the current term of this Agreement.

[END OF PAYMENT TERMS]