

AGREEMENT NO. MH-23-060

Amendment 3

Original Agreement	BOS-23-126
Amendment 1	BOS-23-126-A1
Amendment 2	BOS-23-126-A2

**THIRD AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-23-126**

This third Amendment to Agreement No. BOS-23-126 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-23-126 was entered into on July 1, 2023 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. BOS-23-126 was entered into on May 21, 2024 (the "First Amendment"); and

WHEREAS, Second Amendment to Agreement No. BOS-23-126 was entered into on June 25, 2024 (the "Second Amendment"); and

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

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B-1, Payment Terms – SMHS, to incorporate the following changes: 1) increase the "Specialty Mental Health Billing" line item by \$790,685; 2) and decrease the "FSP Billing match/FFP" line item by \$790,685.


NOW, THEREFORE, we agree as follows:

1. The Exhibit B-1, Payment Terms - SMHS, set out in the Agreement is hereby altered and a new Exhibit B-1 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: 
Jennie Miller, Psy.D.,
Director of Health Services

Date: 8/8/24

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

INSURANCE REVIEW:

By: 
Risk Management

Date: 08/07/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 08/07/2024

CONTRACTOR/COMPANY NAME

By: 
Victoria Kelly, Chief Executive Officer

Date: 8/8/2024

NAME AND ADDRESS OF CONTRACTOR:

REDWOOD COMMUNITY SERVICES, INC.
631 South 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:

By: 
COUNTY COUNSEL

Date: 08/07/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 24-154
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT B-1

PAYMENT TERMS – 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 Thirteen Million Four Hundred Twenty-Two Thousand Sixty-Three Dollars (\$13,422,063) for the term of this Agreement as follows:

Specialty Mental Health Billing:	\$7,775,899
FSP Billing Match/FFP:	\$5,646,164
Total:	\$13,422,063

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 in an amount, not to exceed, Thirteen Million Four Hundred Twenty-Two Thousand Sixty-Three Dollars (\$13,422,063) for approved SMHS provided during the term of this Agreement.
4. CONTRACTOR shall serve an increase of twenty percent (20%) of current clients being served for a minimum total of nine hundred six (906) clients to be served for SMHS services, and a minimum total of one thousand twenty-six (1,026) clients to be served for Crisis services under the terms of this Agreement.

5. Billing for services shall be completed as per instructions in the Department of Health Care Services (DHCS) and the Mendocino COUNTY Mental Health Policy and Procedure.
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 AHM. 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 AHM 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. Therapeutic Foster Care is to be paid at \$299.08 per day.
10. 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 cannot 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. 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.
- M. 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.
- 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. 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.
- T. 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.
- U. 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.
- V. 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.
- W. 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. The compensation payable to CONTRACTOR as defined in the Definition of Services, Exhibit A-1, shall not exceed Thirteen Million Four Hundred Twenty-Two Thousand Sixty-Three Dollars (\$13,422,063) for the term of this Agreement.

[END OF EXHIBIT B-1 – SMHS]