

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

This second Amendment to Board of Supervisors (BOS) Agreement No. BOS-22-063 is entered into this _____ day of _____, _____, 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, 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 update the amounts within the Exhibit B, Payment Terms; and

WHEREAS, it is the desire the COUNTY to enter into a short term amendment to this contract through the first quarter of Fiscal Year 2023-2024 (September 30, 2023), while reviewing the terms of BOS Agreement No. BOS-22-063, and to return with a new amendment for the remaining period of Fiscal Year 2023-2024, from October 1, 2023 through June 30, 2024.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original BOS Agreement No. BOS-22-063 is advanced from March 15, 2024, to September 30, 2023.
2. The Exhibit B, Payment Terms is hereby updated, and a new Exhibit B is attached herein.
3. The amount set out in the first Amendment BOS Agreement No. BOS-22-063-A1 is hereby decreased from \$1,973,658 to \$1,455,587.

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

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

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

Date: _____

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-2189
Org/Object Code: ME
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: _____
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

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

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

CONTRACTOR/COMPANY NAME

By: _____
Victoria Kelly, Chief Executive Officer

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

REDWOOD COMMUNITY SERVICES, INC.
P.O. Box 2077
Ukiah, CA 95482
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: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: _____

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-RFP
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, 2023.
 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 (\$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), and the maximum payable amount for the current term of this Agreement is One Million Four Hundred Fifty Five Thousand Five Hundred Eighty Seven Dollars (\$1,455,587). 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. 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.
 9. CONTRACTOR shall submit all corresponding progress notes for each service included in the monthly invoice and additional clinical documentation upon request.
 10. 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 Ave.
Ukiah, CA 95482
 11. 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 One Million Four Hundred Fifty-Five Thousand Five Hundred Eighty-Seven Dollars (\$1,455,587) for the current term of this Agreement.

[END OF PAYMENT TERMS]