

**AMENDMENT TO COUNTY OF MENDOCINO
BOARD OF SUPERVISORS AGREEMENT NO. BOS-22-150**

This Amendment to Board of Supervisors (BOS) Agreement No. BOS-22-150 is entered into this 6th day of June, 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-22-150 was entered into on July 1, 2022; 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 of the CONTRACTOR and the COUNTY to increase the amount set out in BOS Agreement No. BOS-22-150, from \$100,607 to \$101,624.

NOW, THEREFORE, we agree as follows:

1. The Exhibit B, Payment Terms is hereby updated, and a new Exhibit B is attached herein.
2. The amount set out in BOS Agreement No. BOS-22-150 is hereby increased from \$100,607 to \$101,624.

All other terms and conditions of BOS Agreement No. BOS 22-150 shall remain in full force and effect.

**IN WITNESS WHEREOF
DEPARTMENT FISCAL REVIEW:**

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

Date: 5/15/23

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-2189
Org/Object Code: MHAS92
Grant: Yes
Grant No.: 93.958

COUNTY OF MENDOCINO

By: 
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 06/06/2023

ATTEST:
DARCIE ANTLE, Clerk of said Board

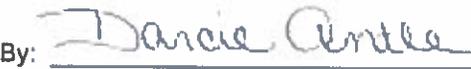
By: 
Deputy 06/06/2023

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

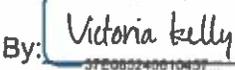
By: 
Deputy 06/06/2023

INSURANCE REVIEW:

By: 
Risk Management

Date: 05/01/2023

CONTRACTOR/COMPANY NAME

By: 
Victoria Kelly, CEO

Date: 5/10/2023

NAME AND ADDRESS OF CONTRACTOR:

REDWOOD COMMUNITY SERVICES, INC. DBA
REDWOOD COMMUNITY CRISIS CENTER
631 S. Orchard Avenue
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: 05/01/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 05/01/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed EB 23-113
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT B

PAYMENT TERMS

- I. Payments for this Agreement are contingent upon the COUNTY being awarded the Substance Abuse and Mental Health Services Administration (SAMHSA), Mental Health Block Grant (MHBG) by the Department of Health Care Services (DHCS) for Fiscal Year 22-23.
- II. COUNTY will pay CONTRACTOR as per the following instructions:
 - A. 0.388 Full Time Employee (FTE) Community Liaison as stated in Exhibit A, paid per month for twelve (12) months up to a maximum total of Twenty-Four Thousand Seven Hundred Sixty-Six Dollars (\$24,766) for the twelve (12) month period.
 - B. Three (3) , 0.30 FTE Regional Support Team Members as stated in Exhibit A, paid per month for twelve (12) months up to a maximum total of Seventy-Six Thousand Eight Hundred Fifty-Eight Dollars (\$76,858) for the twelve (12) month period.
- III. COUNTY shall act only as the fiscal intermediary between CONTRACTOR and DHCS for any SAMHSA fund payments. Payments for all services provided pursuant to this Agreement are contingent upon the award and continued availability of SAMHSA funds granted to COUNTY by DHCS. Should funding be denied, reduced or terminated by DHCS, COUNTY may require the reduction of service levels, other program adjustments, and/or cancellation of this Agreement without incurring legal liability.
- IV. In the event that funds provided under this Agreement are expended prior to the end of the contract period, CONTRACTOR shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from COUNTY.
- V. 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 included in this Agreement (Attachment 2).
 - A. CONTRACTOR shall document all time spent on MHBG specific services or functions, which will be reflected on a timesheet.
- VI. CONTRACTOR shall provide a copy of all required receipts for eligible travel expenses to be submitted with the Invoice to the COUNTY for reimbursement.
- VII. 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. Billing to the COUNTY must be for services provided

that meet COUNTY requirements for SAMHSA funds. Invoices shall be submitted on approved form with content detailing charges. All invoices shall clearly reflect and, in reasonable detail, give information regarding the services invoiced. The June invoice must be submitted prior to July 14, 2023. Invoices will not be paid by COUNTY unless and until it is awarded the SAMHSA Grant by DHCS for Fiscal Year 22-23.

- VIII. 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.
- IX. 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.
- X. Monthly invoices and summary of services will be sent to:

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

- XI. Payments under this Agreement shall not exceed One Hundred One Thousand Six Hundred Twenty-Four Dollars (\$101,624) for the term of this Agreement.

[END OF PAYMENT TERMS]