

BOS AGREEMENT NO. 22-166-A1

**AMENDMENT TO COUNTY OF MENDOCINO
BOARD OF SUPERVISORS AGREEMENT NO. BOS-22-166**

This Amendment to BOS Agreement No. BOS-22-166 is entered into this 25th day of April, 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-22-166 was entered into on July 1, 2022; and

WHEREAS, upon execution of this document by the County of Mendocino 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 increase the amount set out in BOS Agreement No. BOS-22-166, from \$8,523,000 to \$10,123,000; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to further clarify, define, and categorize certain components of "Full Service Partnership" expectations within: the Exhibit A-2, Definition of Services, Mental Health Services Act; the Exhibit B-1, Payment Terms, Specialty Mental Health Services; and the Exhibit B-2, Payment Terms, Mental Health Services Act.

NOW, THEREFORE, we agree as follows:

1. The amount set out in BOS Agreement No. BOS-22-166 is hereby increased from \$8,523,000 to \$10,123,000.
2. The Exhibit A-2, Exhibit B-1, and Exhibit B-2 set out in Agreement No. BOS-22-166 are hereby updated, and new Exhibits are attached herein.

All other terms and conditions of BOS Agreement No. BOS-22-166 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

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

Date: 4/20/23

Budgeted: Yes
Budget Unit: 4050 & 4051
Line Item: 86-3164 & 86-2189
Org/Object Code: MH & MACSS
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: Glenn McGourty
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 04/25/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Amy
Deputy 04/25/2023

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: Amy
Deputy 04/25/2023

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 04/14/2023

CONTRACTOR/COMPANY NAME

By: Victoria Kelly
Victoria Kelly, CEO

Date: 4/19/2023

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:

CHRISTIAN M. CURTIS,
County Counsel

By: Charlotte Scott
Deputy

Date: 04/14/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Sara Per
Deputy CEO or Designee

Date: 04/14/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed EB# 23-112
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT A-2

DEFINITION OF SERVICES – Mental Health Services Act (MHSA)

CONTRACTOR agrees to perform the services and reporting responsibilities in compliance with the County Mental Health Plan, Proposition 63 (MHSA) and with the County Mental Health Services Act Plan.

- I. CONTRACTOR, in accordance with the Mental Health Services Act Plan agrees to provide Community Services and Support (CSS) services using the Integrated Care Coordination Service Model within the scope of services defined in this contract and pursuant to the MHSA Payment Terms in Exhibit B-2. Services provided under the MHSA Definition of Services are for beneficiaries through Wellness and Recovery Centers, Crisis support and follow up services for Medical and indigent clients, Supported Housing services, Full Service Partnerships (FSP), and Behavioral Health Court to better serve consumers with severe mental illnesses and severe emotional disturbances.
- II. CONTRACTOR shall provide the following CSS services as applicable to specialty mental health clients, CONTRACTOR shall:
 - A. Provide a Wellness Center Services/Youth Resource Center for Transitional Aged Youth (ages sixteen to twenty-five (16-25)) that need behavioral health supports.
 1. The Wellness Center will offer groups classes and workshops on topics including, but not limited to:
 - a. Linkage to behavioral health and other support services
 - b. Life skills training
 - c. Finance management support, including, benefits education and Social Security Disability Insurance/ Supplemental Security Income (SSDI/SSI) applications Patient navigation
 - d. Dual Diagnosis support and harm reduction education, referral and linkage to co-occurring disorders treatment
 - e. Vocational and educational support
 - f. Health management support, referrals and linkage to medical and behavioral health providers

- g. Self-esteem building and development of healthy social relationships, including monthly socials
 - h. Coordinated entry assessment and housing referral support services
 - i. Peer support, self-advocacy, and personalized recovery
 - j. Family and parenting skills
- B. Provide FSP services for specialty mental health clients that qualify.
 - 1. Services include:
 - a. Linkage to individual and family counseling
 - b. Linkage to other services that support the health
 - c. Well-being and stability of the client/family
 - d. An assigned Care Manager/Care Coordinator
 - e. Care Manager must be able to respond to or make arrangements for other qualified individual to respond to client/family needs twenty-four (24) hours a day seven (7) days per week
- C. Complete documentation as required, including but not limited to:
 - 1. Inclusion Criteria
 - 2. Partnership Assessment Form (PAF)
 - 3. Key Event Tracking (KET)
 - 4. Quarterly Assessment (3M)
 - 5. Individual Services and Supports Plan (ISSP)
- D. Track the number of FSP clients.
- E. Provide Behavioral Health Court Services (BHC), which include:
 - 1. Providing a representative at BHC
 - 2. Supporting client with the navigation of the BHC process
 - 3. Complete documentation as requested by COUNTY

F. Use outcome measures for FSP services such as, Adult Needs and Strengths Assessment (ANSA) and/or Child Needs and Strengths Assessment (CANS), and client satisfaction surveys.

G. FSP "Match" and "Whatever it Takes" Funding:

1. FSP "Match" funds are MHSA funds that are used to pay for specialty mental health services for fully enrolled FSP that are not covered by Medi-Cal. This percentage varies, but is budgeted and estimated to be forty percent (40%) covered by MHSA. FSP funding is included in this Agreement in Exhibit B-1, as it augments specialty mental health costs, but the source of funding is from MHSA.
2. FSP "Whatever it Takes" funds are a flexible spending amount to help FSP clients overcome specific barriers related to the negative outcomes to serious mental illness that impair the client in reaching client plan goals.
 - a. "Whatever it Takes" flexible spending shall be authorized prior to reimbursement, and requests for authorization must be accompanied with justification which demonstrates that the individual is a fully enrolled FSP with current and complete FSP documentation, and the expenditure helps to overcome a barrier as described above.
 - b. "Whatever it Takes" flexible spending shall not create a dependency which the client is unable to sustain once no longer meeting criteria for FSP. Expenditures shall predominantly be one time expenses. Expenditures which are recurring will come with justification for how the service providers in the partnership are working with the FSP to meet the need on their own with a reasonable target date for "Whatever it Takes" flexible spending needs to terminate and transition to other funding.

III. CONTRACTOR shall provide Stepping Stones Supported Housing as Community Services and Supports (CSS) services as applicable to specialty mental health clients:

- A. CONTRACTOR will provide a supported housing and wraparound program for Transition Aged Youth. Clients over twenty-five (25) may participate in the program if the targeted age group is underutilizing this service, but prioritization will be given to TAY aged clients.

B. CONTRACTOR shall provide services designed to:

1. Develop healthy relationships
2. Improve access to education
3. Improve vocational development
4. Support life skills
5. Support finance management
6. Maintain clean, productive housing environments
7. Access mental and physical health care
8. Learn healthy strategies for coping with stress and setbacks

C. CONTRACTOR will ensure the program is designed to promote independence, improve resiliency and recovery, and to develop healthy relationships and overall strong social networks.

D. Eligible TAY youth/individuals will qualify for Full Service Partnership services, and will be offered all services under Full Service Partnerships in addition to housing based wraparound supports.

E. CONTRACTOR will design the program with two (2) tiers of support.

1. One tier will be an intensive supported living environment for individuals with Serious Mental Illness (SMI) that require intensive supports to maintain independent living. A minimum of five (5) housing spots will be for the Intensive Tier.
2. One tier will be a supportive living environment for individuals that need support to maintain housing, but no longer require the level of intensity of services to maintain independent living. A minimum of eleven (11) housing spots will be available at the Supportive Tier.

IV. CONTRACTOR shall provide Crisis Services and Supports for Medi-Cal and Indigent clients. Services shall include:

- A. Twenty-four hours a day seven days a week (24/7) emergency mental health assessments to individuals at crisis centers, local emergency rooms, jails, schools, juvenile hall, and when appropriate other community settings in accordance with Crisis Services agreements outlined in specialty mental health Exhibit A-1. Services can be invoiced under MHSA for services or portions of

services not covered by Specialty Mental Health for Medi-Cal and Indigent clients.

- B. Proactive Post Crisis follow up will be offered and may be covered by MHSA for Medi-Cal and Indigent clients for up to sixty (60) days following a crisis intervention contact when specialty mental health service reimbursements are not covered in full or in part.
 - C. CONTRACTOR will work to reduce stigma around mental illness, particularly mental health crisis, and will work to link potential clients to longer term mental health support (therapeutic, psychiatric, and peer supports).
 - D. Services will focus on safety planning, de-escalation, crisis stabilization, crisis respite, and promoting access to services, supports, and peer supports.
 - E. Crisis Services will support the required 24/7 response for Full Service Partners in coordination with the Full Service Partnership Care Coordinator/Care Manager.
- V. For each CSS program CONTRACTOR must complete quarterly and annual reports.

A. Quarterly Reports shall include:

- 1. Program Name.
- 2. Number of unduplicated clients served in the Fiscal Year.
- 3. Client demographics for unduplicated clients served.
- 4. Number and types of services provided to clients.
- 5. Year to date number of unduplicated clients per fiscal year.
- 6. Location services were provided.
- 7. Summary and outcome of services provided.

B. Quarterly reports are due thirty (30) days following the last day of the quarter being reported.

VI. Twice Annual Reports including names of staff conducting MHSA programs, fluent languages spoken by those staff, cultural proficiencies each staff possesses, and any cultural training they attended during the reporting period. Reports are due within thirty days (30) after the last day of the second and fourth quarters.

VII. Annual Reports are due on July 31, 2023 including:

- A. Description of culturally responsive considerations.
- B. Description of any changes made in the program from beginning of year to end.
- C. Description of any evidence based practice, Promising Practice, or community based practices that were used.
- D. Outcomes and indicators: approaches used to select specific indicators, and changes in outcomes and indicators as attributed to service delivery, including how often the data is collected and analyzed.
- E. An analysis of the strengths and challenges experienced by program in meeting prevention goals in the preceding year, which shall include a narrative of anecdotal information, with concrete examples, and/or quotes from participants, peer volunteers, and services providers that may be used to show effectiveness, and/or improve services.

VIII. CONTRACTOR shall utilize bilingual and bi-culturally trained staff.

IX. CONTRACTOR shall participate in the Mental Health Services Act forums.

X. CONTRACTOR shall complete client satisfaction surveys.

XI. Whenever possible, CONTRACTOR shall utilize Medi-Cal funding first for services provided to consumers. CONTRACTOR shall assist eligible consumers in completing and submitting applications for Medi-Cal. MHSA will be used as a payor of last resort.

XII. CONTRACTOR shall provide brochures and data on services to MHSA for each program which will be distributed to the community, and will be made available to the Behavioral Health Advisory Board, MHSA Forum participants, and other stakeholder as needed.

XIII. CONTRACTOR shall use outcome measures for all CSS programs, such as the Child Assessment of Needs and Strengths (CANS) or Adult Needs and Strengths Assessment (ANSA), and client satisfaction surveys.

XIV. CONTRACTOR agrees to require all its employees and subcontractors' employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and procedures, to assure that:

- A. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code, relating to any form of public social services for which grants-in-aid are received by this State from Federal Government, shall be confidential and shall not be open to examination for any purposes not directly connected with the administration of such public social services.
- B. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- C. All CONTRACTOR employees, agents, subcontractors, and partners are informed of the above provisions, and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

XV. CONTRACTOR and subcontractors agree to provide a system that complies with the COUNTY's Issue Resolution policy and procedure through which recipients of service shall have an opportunity to express and have considered their views, issues and concerns regarding the delivery of services.

XVI. CONTRACTOR and all subcontractors shall ensure that all known or suspected instances of child or elder abuse or neglect are reported to the child protective or adult services accordingly per Penal Code Section 11165(k) and Welfare and Institutions 15610. All employees, consultants, or agents performing services under this Agreement who are required by Penal Code Section 11166 or Welfare and Institutions Code Section 15630 and 15632, to report abuse or neglect, shall sign a statement that he or she knows of the reporting requirements and shall comply.

XVII. CONTRACTOR and all subcontractors in performing services under this Agreement shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, and all local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold harmless the COUNTY from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

XVIII. CONTRACTOR shall cooperate timely and fully with any utilization review committee established by COUNTY for the purpose of monitoring the

accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals.

XIX. CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.

XX. 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 circumstances 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.

XXI. In carrying out the Scope of Work contained in this Exhibit A-2, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A-2, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

XXII. Maintain compliance with Title 9 of the California Code of Regulations Title 9, the County of Mendocino MHP Agreement, Title 42 of the California Code of Regulations, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, State and Federal laws, and other County of Mendocino MHP Agreement requirements for client confidentiality and record security.

XXIII. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF EXHIBIT A-2 – Mental Health Services Act]

EXHIBIT B-1

PAYMENT TERMS – Specialty Mental Health Services

- I. COUNTY shall reimburse CONTRACTOR for SMHS provided to eligible Short-Doyle/Medi-Cal beneficiaries as defined in the Definition of Services, Exhibit A-1.
- II. CONTRACTOR shall provide SMHS as directed by the BHRS Director and in compliance with the County of Mendocino MHP Agreement with the State of California.
- III. COUNTY shall reimburse CONTRACTOR for SMHS, provided to Short-Doyle/Medi-Cal clients in compliance with the County of Mendocino MHP Agreement with the State of California, in an amount not to exceed Eight Million Three Hundred Forty-Nine Thousand One Hundred Dollars (\$8,349,100) for the term of this Agreement as follows:
 - A. SMHS for Short-Doyle-Medi-Cal beneficiaries shall be reimbursed within thirty (30) days of receipt of complete and accurate claims invoice/files.
 - B. COUNTY will reimburse all claims for SMHS provided by subcontractors based on the amount claimed for approved SMHS provided the term of this Agreement.
 - C. Billing for services shall be completed as per instructions in 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".
 - D. In no event shall COUNTY be obligated to pay CONTRACTOR for any Short-Doyle/Medi-Cal claims, where payment has been denied, 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.
 - E. 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 Anchor Health Management 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.
 - F. 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 Anchor Health Management. 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 Benefits (COB) information shall be provided to Anchor Health Management 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.

- G. 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.
 - H. This total includes Thirty-One Thousand Two Hundred Ninety-Eight Dollars (\$31,298) of Indigent Non Medi-Cal funding. Indigent/uninsured clients served under this Agreement are funded fully by the Indigent Non-Medical Portion of this Exhibit.
- IV. 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.
- V. 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.

- VI. Payment may be requested for the services identified in this Agreement based on documented medical and access criteria and as authorized by COUNTY.
- VII. Each service invoiced to COUNTY must have appropriate signed and dated progress notes entered into the EHR describing the intervention provided.
- VIII. 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).
- IX. 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.
- X. 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.
- XI. 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 an 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.
- XII. Rate setting and payment shall be consistent with federal and state statutes and regulations, as they may be amended from time to time. These rates are presently:
 - A. Mental Health Services \$3.13 per minute
 - B. Intensive Home-Based Services \$3.13 per minute
 - C. Case Management, Brokerage \$2.70 per minute
 - D. Crisis Stabilization & Intervention \$3.60 per minute
 - E. Intensive Care Coordination \$2.70 per minute

- F. Therapeutic Behavioral Services \$3.13 per minute
- G. Therapeutic Foster Care \$125.00 per day

- XIII. 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.
- XIV. 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 Anchor Health Management or COUNTY.
- XV. CONTRACTOR shall ensure Specialty Mental Health Medi-Cal Services in EDI billing are 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.
- XVI. 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.
- XVII. COUNTY shall pay CONTRACTOR consistent with the certified public expenditure process required by 42 Code of Federal Regulations section 433.51.
- XVIII. CONTRACTOR shall submit to COUNTY an annual report of overpayment recoveries in a manner and format determined by County of Mendocino MHP Agreement.
- XIX. Cost Report shall be completed by CONTRACTOR and submitted to COUNTY by Oct 1, 2023. Initial Cost Reports shall include all services delivered in FY 2022 - 2023. CONTRACTOR shall maintain all Cost Report documentation and evidence for a minimum of ten (10) years after the COUNTY final Cost Report settlement with Department of Health Care Services. Payment shall be required by either COUNTY or CONTRACTOR within sixty (60) days of settlement or as otherwise mutually agreed, after final Cost Report settlement with Department of Health Care Services.
- XX. CONTRACTOR will provide an annual budget and submit required financial information to Anchor Health Management monthly. CONTRACTOR shall submit a monthly Expenditure Report to the Anchor Health Management each month.
- XXI. CONTRACTOR must comply with all policies, procedures, letters, and notices of the County of Mendocino MHP Agreement 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 Mental Health plan.

- XXII. 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.
- XXIII. 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 California Department of Health Care Services.
- XXIV. The compensation payable to CONTRACTOR shall be dependent on CONTRACTOR satisfying all components of this Agreement, the State/County of Mendocino MHP Agreement, and all direction from the Behavioral Health Director.
- XXV. 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 section 5778 (b)(4).
- XXVI. The compensation payable to CONTRACTOR for Specialty Mental Health Services (which services are addressed in the Definition of Services located at Exhibit A-1) shall not exceed Eight Million Three Hundred Forty-Nine Thousand One Hundred Dollars (\$8,349,100) for the term of this Agreement.

[END OF EXHIBIT B-1 – Specialty Mental Health Services]

EXHIBIT B-2

PAYMENT TERMS – Mental Health Services Act

- I. COUNTY will pay CONTRACTOR as per the following instructions:
 - A. COUNTY will reimburse CONTRACTOR for Full Service Partnership (FSP) Community Services and Support (CSS) services as defined in the Definition of Services, Exhibit A-2 upon receipt of an approved and correctly submitted invoice and with confirmation of Full Service Partnership documentation fully and correctly completed.
 1. FSP “Match” funding will be submitted for reimbursement through specialty mental health services outlined in Exhibit A-2, and shall be accompanied by a current list of FSP served during the month.
 2. FSP Invoices and requests for reimbursement shall include the date of birth (DOB) and FSP age category of the FSP.
 3. Invoices will not be authorized or paid until the FSP is in good standing as described in Exhibit A-2.
 4. FSP funds shall be transferred by COUNTY from Mental Health Services Act (MHSA) into Specialty Mental Health (SMH).
 5. FSP “Match” and “Whatever It Takes” funding are budgeted as divided, with approximately eighty-five percent (85%) in “Match”, and fifteen percent (15%) in “Whatever it Takes” (however this is flexible more of either type is allowed to be spent with COUNTY approval, provided the total allocation is not exceeded).
 - a. CONTRACTOR is allocated One Million Three Hundred Fifty Thousand Nine Hundred Dollars (\$1,350,900) of FSP funds in this Agreement, of which One Million Two Hundred Fifty Thousand Nine Hundred Dollars (\$1,250,900) is estimated to be needed for FSP “Match”, and One Hundred Thousand Dollars (\$100,000) is estimated is available for “Whatever it Takes”. CONTRACTOR is responsible to ensure that funds are not exceeded, by reviewing quarterly actual expenditures provided by COUNTY.
 - B. COUNTY will reimburse CONTRACTOR in an amount up to Ninety-Three Thousand Dollars (\$93,000) (approximated at Seven Thousand Seven Hundred

Fifty Dollars (\$7,750) each month) for Crisis Services upon receipt of an approved and correctly submitted invoice.

- C. COUNTY will reimburse CONTRACTOR in an amount up to One Hundred Thousand Dollars (\$100,000) (approximated at Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three cents (\$8,333.33) each month) for Youth Resource Center/Wellness Center services upon receipt of an approved and correctly submitted invoice.
- D. COUNTY will reimburse CONTRACTOR in an amount up to Two Hundred Thirty Thousand Dollars (\$230,000) (approximated at Nineteen Thousand One Hundred Sixty-Six Dollars and Sixty-Seven cents (\$19,166.67) each month) for Stepping Stones Supported Housing services upon receipt of an approved and correctly submitted invoice.
- E. CONTRACTOR will bill for all services within thirty (30) days of the service each month upon receipt of an approved invoice for services as defined in the Definition of Services, Exhibit A-2. Billing for services beyond the thirty (30) day period will not be honored.
- F. CONTRACTOR shall include an invoice for each service/program type. The invoice shall include at a minimum:
 - 1. Time period covered by the invoice (monthly)
 - 2. Service delivered in the time period covered by the invoice, as defined in Exhibit A-2
 - 3. Unique client identifiers
 - 4. Number of days clients served during the time period covered, where applicable
 - 5. Signature of CONTRACTOR certifying the delivery of services
- G. COUNTY must receive all reports within thirty (30) days following the period covered in the report, or as otherwise specified in Exhibit A-2.

- H. Failure to submit correct and accurate reports to the COUNTY within the stated timeframes and as outlined in EXHIBIT A-2 will delay or otherwise impact the next payment to the CONTRACTOR.
- I. CONTRACTOR shall invoice COUNTY on an approved invoice monthly. Invoice of services must be received by the tenth (10th) of the month for services rendered the previous month. Billing for services received after the tenth (10th) of the month will not be honored.
- J. COUNTY has up to thirty (30) days to reimburse CONTRACTOR for correctly submitted invoices for services provided by CONTRACTOR.
- K. Data reports or invoices submitted incorrectly, incompletely, or inaccurately will be rejected by the COUNTY within thirty (30) days. CONTRACTOR will have thirty (30) days from the rejected report/invoice to complete corrections or the invoice will not be paid without COUNTY BHRS Director approval.
- L. Invoices submitted later than thirty (30) days following the period covered in the report must be submitted with a justification letter and must be approved by COUNTY or will not be paid.
- M. CONTRACTOR shall submit invoices and reports to:

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

Component	Approximate Monthly Allocation	Contract Allocation
Full Service Partnership "Match" & "Whatever it Takes"	N/A	\$1,350,900.00 [Est. "Match" \$1,250,900, Est. "Whatever it Takes" \$100,000]
CSS Crisis Support	\$7,750.00	\$93,000.00
CSS TAY Youth Resource Center/Wellness Center	\$8,333.33	\$100,000.00
CSS Stepping Stones Supported Housing	\$19,166.67	\$230,000.00
Total	\$35,250.00	\$1,773,900

III. The compensation payable to CONTRACTOR for MHSA services (which services are addressed in the Definition of Services located at Exhibit A-2) shall not exceed One Million Seven Hundred Seventy-Three Thousand Nine Hundred Dollars (\$1,773,900) for CSS services for the term of this Agreement.

[END OF EXHIBIT B-2 – Mental Health Services Act]