

AGREEMENT NO. 23-126-A2

Amendment 2

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

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

This Second 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") increasing the total amount by \$395,000 for a new total of \$11,574,365; and

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

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

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount set out in the Agreement by \$2,773,698 for a new total of \$14,348,063; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit A-2, Definition of Services – MHS, to update the annual report due date from July 31, 2023 to October 31, 2024; 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 to reflect: a) an additional \$31,324 that was accounted for in the original Agreement, but not listed correctly in the chart in Exhibit B-1; b) the \$395,000 that was accounted for in the First Amendment, but not updated in the Exhibit B-1; and c) the \$1,386,849 from this Second Amendment; 2) increase the "FSP Billing Match/FFP" line item to reflect a \$1,386,849 increase; 3) revise the "Total" line item to

account for the revisions; 4) and increase the amount of clients served by 20%, for a minimum of 906 clients for SMHS services, and a minimum of 1,026 clients for Crisis services; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add an Attachment 1-B, CPT Billing Code Rates, FY 2024-25 Q1 Rates Extension.


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 \$11,574,365 to \$14,348,063.
3. The Exhibit A-2, Definition of Services - MHSA, set out in the Agreement is hereby altered and a new Exhibit A-2 is attached herein.
4. The Exhibit B-1, Payment Terms - SMHS, set out in the Agreement is hereby altered and a new Exhibit B-1 is attached herein.
5. An Attachment 1-B, CPT Billing Code Rates, FY 2024-25 Q1 Rates Extension, is hereby incorporated into the Agreement, and 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., BHRS Director

Date: 5/21/24

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

**COUNTY OF MENDOCINO**

By:   
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 06/25/2024

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By:   
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:   
Deputy 06/25/2024

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 05/21/2024

**CONTRACTOR/COMPANY NAME**

By:   
Victoria Kelly, Chief Executive Officer

Date: 5/28/2024

**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: 05/21/2024

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO or Designee

Date: 05/21/2024

**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 A-2

### DEFINITION OF SERVICES – MHSA

#### FULL SERVICE PARTNER OUTREACH AND ENGAGEMENT

- I. CONTRACTOR agrees to perform the FSP Outreach and Engagement services and reporting responsibilities in compliance with the COUNTY Mental Health Plan, Proposition 63 (MHSA) and with the COUNTY Mental Health Services Act Plan. CONTRACTOR shall provide the following specialty mental health services that may be reimbursed under Community Services and Supports for individuals in crisis that have Medi-Cal and services that are more than reimbursed by Medi-Cal or are indigent:
  - A. Specialized services targeting children and youth, transition aged youth, adults, and older adults across the lifespan and including their families. Services will seek to serve the un-served and underserved consumers who have a serious emotional disturbance, a serious and persistent mental illness, or have acute symptoms that may necessitate the use of higher levels of care.
  - B. CONTRACTOR will utilize bilingual and bi-culturally trained staff (when appropriate) to outreach to the county's areas of need.
  - C. CONTRACTOR shall provide a 24/7 crisis response team for Full Service Partners.
  - D. CONTRACTOR will work to reduce stigma around mental illness, particularly mental health crises, and will work to link potential clients to longer term mental health support (both therapeutic and psychiatric).
  - E. CONTRACTOR will explore regional opportunities for service delivery, including the potential for mobile crisis expansion.
  - F. CONTRACTOR will provide 24/7 emergency mental health assessments to qualifying youth at local emergency rooms, jails, and juvenile hall with response times ranging from 20 minutes (Ukiah and Fort Bragg) and 40 minutes (Willits).
  - G. CONTRACTOR will provide emergency mental health assessments to determine potential inpatient psychiatric hospitalization regardless of the client's ability to pay.
  - H. CONTRACTOR will operate a Crisis Center in which youth and families can walk-in to access crisis intervention, de-escalation, and safety planning services.
    1. Crisis Centers will be conveniently located both inland and on the coast.



2. Crisis Centers will be poised to handle brief respite opportunities as well as handle walk-ins and scheduled appointments.
- I. CONTRACTOR will use proactive follow-up services to assist in linking clients to long-term support and appropriate resources post-crisis.
    1. Services will focus on safety planning, de-escalation, crisis stabilization, and promoting access to services.
    2. Up to 40 hours of service will be available for up to 60 days post-crisis based on client and family need.
  - J. Customized Handouts will be completed by the Program Manager and distributed during Mental Health Board and COUNTY QI/QA meetings. Handouts will be reviewed monthly, and data will be analyzed to ensure that services are provided in a timely and efficient manner. Data reported on will include:
    1. Number Served via Phone
    2. Number Served via Face to Face
    3. Demographics (Age, Ethnicity, City, Gender)
    4. Reason for Contact
    5. Outcome of Assessment
    6. 5150 Hospitalization Information
    7. Timeliness to Psychiatric follow-up
  - K. CONTRACTOR will assist eligible consumers in completing and submitting applications for Medi-Cal.
  - L. Whenever possible, Medi-Cal funding will be utilized for services provided to consumers.
  - M. The services provided through MHSA funding in include:
    1. Psychosocial Education
    2. Assessments/ Crisis Evaluation
    3. Referral for Psychiatric Assessment
    4. Client Plan Development
    5. Linkage/Case Management Services
    6. Mental Health Interventions as follows:

- i. Individual Therapy
  - ii. Family Therapy, including but not limited to: Collateral Services
- N. CONTRACTOR shall submit quarterly and annual reports due no later than 30 days following the quarter or report for quarterly reports, and due on October 31, 2024 for annual report. The following items should be included in quarterly reports:
  - 1. The number of fiscal year to date of unduplicated clients served by ethnicity, gender and age group.
  - 2. Number of services provided to clients and types
  - 3. Number of referrals
  - 4. Timeliness of services
  - 5. Perception of Care survey at the end of services and annually
- O. CONTRACTOR shall attend MHSA Forums in the communities in which services are provided.

## **FULL SERVICE PARTNERSHIP SUPPORTED HOUSING**

- I. CONTRACTOR shall provide Supported Housing under Community Services and Supports:
  - A. Provide a supportive living environment for Full Service Partners at Oak and Valley House. RCS will prioritize Full Service Partners who are homeless or at risk of homelessness.
  - B. CONTRACTOR will provide a supported housing and wraparound program 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 health and strong social networks.
  - D. Eligible participants will be Full Service Partnerships (FSP) Adults (25-59), though TAY age (18-25) may be eligible on a case by case basis if the program is underutilized by the target age group.
  - E. Full Service Partnerships services, which include:
    1. Linkage to Individual and family counseling
    2. Linkage to other services that support the health
    3. Well-being and stability of the client/family
    4. An assigned Care Manager
    5. Care Manager must be able to respond to or make arrangements for other qualified individual to respond to client/family needs 24 hours a day 7 days per week
    6. Complete documentation as required by COUNTY, such as:



- a. Inclusion Criteria
  - b. Partnership Assessment Form (PAF)
  - c. Key Event Tracking (KET)
  - d. Quarterly Assessment (3M)
  - e. Individual Services and Supports Plan (ISSP)
  - f. Track the number of FSPs
7. CONTRACTOR will complete an ANSA or CANS assessment on clients entering the program which will be delivered to COUNTY with Quarterly Reports
  8. Assist participants at RCS housing units to develop greater independence and stability by implementing a service plan in the least restrictive setting possible that is unique to the individuals' needs. Services will help adults with severe mental illness to integrate into their communities while building and maintaining lifelong trusting relationships and connections that can support them in their recovery. Enroll clients that qualify in Full Service Partnerships.
  9. Ensure the provision of behavioral health services at RCS housing units include individual therapy, individual and group rehabilitation, care management services, crisis support, and supportive connections to other services as needed or indicated by the treatment plan.
  10. Ensure that services, mandated by the Welfare and Institutions Code section 5348(a)(4), provided at RCS housing units are suitable and appropriate in providing assisted outpatient treatment services.
  11. Maintain staffing at RCS housing units to provide the aforementioned services, and be responsible for the costs of fingerprinting and physical health clearances related to hiring, recruiting, and training staff.
  12. Furnish RCS housing Units, and ensure proper technology is available to support staff in service delivery.
    1. 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, 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 be 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 impractical 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.

2. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino COUNTY MHP requirements for client confidentiality and record security.
3. 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 communication 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.
4. Prior to terminating the Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.



## **WELLNESS AND RECOVERY CENTER**

- I. CONTRACTOR agrees to provide Wellness and Recovery Center Services under Community Services and Support (CSS) services as part of the Mendocino COUNTY Mental Health Plan and the Mendocino COUNTY MHSA three year plan, Proposition 63 (MHSA).

### **Youth Resource Center**

- A. CONTRACTOR will continue to provide support to TAY (16-25) through their resource center in Ukiah.
- B. Services provided at the Youth Resource Center may be in the form of:
  1. Groups
  2. Classes
  3. Workshops
- C. Services will focus on the following wellness and recovery topics, with additional areas being included based on youth need and prioritization:
  1. Promoting life, Vocational, and Educational skills
  2. Independent living and Managing Health care needs
  3. Self-esteem building and Developing Healthy social skills
  4. Family and parenting skills
  5. Substance use issues
- D. CONTRACTOR will ensure that the center provides a safe environment to promote healthy and appropriate social relationships, peer support and advocacy.
- E. CONTRACTOR will assist with Medi-Cal applications for consumers as needed.
- F. CONTRACTOR will implement an outcome measure (to be approved by COUNTY) to allow for evidenced based decision making and review of services as well as to identify areas of improvement. CONTRACTOR will monitor outcomes inform programming based on successful outcomes. Program outcomes to be reported to COUNTY and MHSA stakeholders.
- G. CONTRACTOR will provide outreach and support for those TAY who have been determined to show early signs of serious mental illness and are in need of services but are not eligible for Medi-Cal.
- H. CONTRACTOR will refer necessary clients to additional services based on client need and responses on the Brief Screening Survey.



I. CONTRACTOR must complete monthly, quarterly and annual reports

1. The reports will include:
  - a. Number of service provide to clients, frequency and duration
  - b. Number of fiscal year to date of unduplicated clients
  - c. Client demographics based on unduplicated clients
  - d. Annual perception of care survey
  - e. Program summary and Outcomes.
2. Reports are due at the following times:
  - a. Quarterly reports are due Thirty (30) Days after the last day of the quarter being reported.
  - b. Annual reports are due by October 31, 2024.
  - c. Monthly reports should be included in monthly invoices and are due by the Tenth (10<sup>th</sup>) of the month following the month being invoiced.

J. CONTRACTOR shall attend MHSA forums in the communities in which they provide services.

## **FULL SERVICE PARTNERSHIP TAY WELLNESS**

- I. CONTRACTOR agrees to perform the delegated activities and reporting responsibilities in compliance with the COUNTY Mental Health Plan, Proposition 63 (MHSA) and with the COUNTY Mental Health Services Act Plan. The Stepping Stones Program will provide CSS Supported Housing Services which build resiliency and promote independence and recovery in the transition age youth population (ages 16-25). Clients over 25 may participate in the program if the targeted age group is underutilizing this service.

### TAY Wellness:

- A. CONTRACTOR will provide a supported housing and wraparound program 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
- B. CONTRACTOR will ensure the program is designed to promote independence, improve resiliency and recovery, and to develop healthy relationships and health and strong social networks.
- C. Eligible youth will be Full Service Partnerships (FSP) between the ages of 16 and 25. Clients over 25 may be eligible on a case by case basis if the program is underutilized by the target age group.
- D. Full Service Partnerships services, which include:
  1. Linkage to Individual and family counseling
  2. Linkage to other services that support the health
  3. Well-being and stability of the client/family
  4. An assigned Care Manager

5. Care Manager must be able to respond to or make arrangements for other qualified individual to respond to client/family needs 24 hours a day 7 days per week
6. Complete documentation as required by COUNTY, such as:
  - a. Inclusion Criteria
  - b. Partnership Assessment Form (PAF)
  - c. Key Event Tracking (KET)
  - d. Quarterly Assessment (3M)
  - e. Individual Services and Supports Plan (ISSP)
  - f. Track the number of FSPs
- E. CONTRACTOR will complete a CANS or ANSA assessment on clients entering the program.
- F. CONTRACTOR will have two tiers to the TAY Wellness program:
  1. Tier 1
    - a. A supportive living environment
    - b. Approx. 11 TAY FSP Slots
  2. Tier 2
    - a. An intensive supportive living environment
    - b. Approx. 5 TAY FSP Slots
    - c. Priority given to 21–24-year-olds who meet classification as Severely Mentally Ill (SMI)
- G. CONTRACTOR must complete monthly, quarterly and annual reports for the TAY WELLNESS program
  1. The reports will include:
    - a. Number of unduplicated clients for the fiscal year to date
    - b. Client demographics based on unduplicated clients
    - c. Number of services provided to clients and type
    - d. Perception of care surveys collected at end of services and annually
    - e. Referral to community
    - f. Program Summary and Outcomes



H. CONTRACTOR shall attend MHSA forums in the communities in which they provide services.

[END OF EXHIBIT A-2 – MHSA]

**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:	\$6,985,214
FSP Billing Match/FFP:	\$6,436,849
<b>Total:</b>	<b>\$13,422,063</b>

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]



Attachment 1-B

SMHS		FY 2024-25 Q1 RATES EXTENSION							
County:		MENDOCINO							
Contractor:		RCS							
Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	LVN	Psychologist/ Pre-licensed Psychologist	LPHA	LCSW	Mental Health Rehab Specialist	Peer Recovery Specialist	Other Qualified Providers - Other Designated MH staff that bill medical
<b>PROVIDER TYPE HOURLY RATE</b>		\$ 838.66	\$ 221.78	\$ 334.42	\$ 270.51	\$ 270.51	\$ 203.52	\$ 189.96	\$ 189.96
90785	Occurrence	\$ 14.90	\$ 14.90	\$ 14.90	\$ 14.90	\$ 14.90	\$ 14.90	\$ 14.90	\$ 14.90
90791	15	\$ 209.91		\$ 83.81	\$ 67.63	\$ 67.63			
90792	15	\$ 209.91							
90832	30	\$ 419.83		\$ 167.21	\$ 135.26	\$ 135.26			
90833	27	\$ 377.84							
90834	45	\$ 829.74		\$ 250.82	\$ 202.88	\$ 202.88			
90836	45	\$ 829.74							
90837	60	\$ 838.66		\$ 334.42	\$ 270.51	\$ 270.51			
90838	60	\$ 838.66							
90839	52	\$ 727.70		\$ 289.83	\$ 234.44	\$ 234.44			
90840	30	\$ 419.83		\$ 167.21	\$ 135.26	\$ 135.26			
90847	50	\$ 699.71		\$ 276.86	\$ 225.43	\$ 225.43			
90853	15	\$ 46.66		\$ 18.58	\$ 15.03	\$ 15.03			
90867	15	\$ 209.91		\$ 83.81	\$ 67.63	\$ 67.63			
98966	8			\$ 44.59	\$ 36.07	\$ 36.07			
98967	16			\$ 89.18	\$ 72.14	\$ 72.14			
98968	26			\$ 144.92	\$ 117.22	\$ 117.22			
G2212	15	\$ 209.91	\$ 55.45	\$ 83.81	\$ 67.63	\$ 67.63			
G2212HQ	15	\$ 46.66	\$ 12.32	\$ 18.58	\$ 15.03	\$ 15.03			
H0026	15							\$ 10.55	
H0031	15		\$ 55.45	\$ 83.81	\$ 67.63	\$ 67.63	\$ 50.88		\$ 47.49
H0032	15		\$ 55.45	\$ 83.81	\$ 67.63	\$ 67.63	\$ 50.88		\$ 47.49
H0038	15							\$ 47.49	
H2011	15	\$ 209.91	\$ 55.45	\$ 83.81	\$ 67.63	\$ 67.63	\$ 57.86		\$ 47.49
H2017	15	\$ 209.91	\$ 55.45	\$ 83.81	\$ 67.63	\$ 67.63	\$ 50.88		\$ 47.49
H2017HQ	15	\$ 46.66	\$ 12.32	\$ 18.58	\$ 15.03	\$ 15.03	\$ 11.31		\$ 10.55
H2018	15	\$ 209.91	\$ 55.45	\$ 83.81	\$ 67.63	\$ 67.63	\$ 50.88		\$ 47.49
H2021	15	\$ 209.91	\$ 55.45	\$ 83.81	\$ 67.63	\$ 67.63	\$ 50.88		\$ 47.49
T1013	15	\$ 25.20	\$ 25.20	\$ 25.20	\$ 25.20	\$ 25.20	\$ 25.20	\$ 25.20	\$ 25.20
T1017	15	\$ 209.91	\$ 55.45	\$ 83.81	\$ 67.63	\$ 67.63	\$ 50.88		\$ 47.49

Group

CRISIS INTERVENTION  
REHABILITATION  
REHABILITATION GROUP

S9494 CRISIS STABILIZATION FLAT RATE PER HOUR TBD