

Amendment #1

Original Agreement	PA-25-16, SS-24-035
--------------------	---------------------

**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. PA-25-16, SS-24-035**

This Amendment to Agreement No. PA-25-16, SS-24-035 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. PA-25-16, SS-24-035 was entered into on July 1, 2024 (the "Initial Agreement"); and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from July 31, 2024 to June 30, 2025; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount set out in the Initial Agreement by \$359,721, from \$32,702 to \$392,423; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit A, Definition of Services, to reflect the term extension; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms, to reflect the amount increase and update monthly invoice and data report due dates.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Initial Agreement is hereby extended from July 31, 2024 to June 30, 2025.
2. The total contracted amount set out in the Initial Agreement is hereby increased by \$359,721, from \$32,702 to \$392,423.
3. The Exhibit A, Definition of Services, set out in the Initial Agreement is hereby altered and a new Exhibit A is attached herein.
4. The Exhibit B, Payment Terms, set out in the Initial Agreement is hereby altered and a new Exhibit B is attached herein.

All other terms and conditions of the Initial Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Rachel Bel-Elliott
DEPARTMENT HEAD

Date: 7/3/2024

Budgeted: Yes
Budget Unit: 5010
Line Item: 86-3118
Org/Object Code: SSCPS
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 07/23/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Annap
Deputy 07/23/2024

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: Annap
Deputy 07/23/2024

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 07/03/2024

CONTRACTOR/COMPANY NAME

By: Victoria Kelly
Victoria Kelly, Chief Executive Officer

Date: 7/3/2023

NAME AND ADDRESS OF CONTRACTOR:

Redwood Community Services, Inc.
P.O. Box 2077
Ukiah, CA 95482
707-467-2010
contracts@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: Charlotte Scott
COUNTY COUNSEL

Date: 07/03/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 07/03/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 24-85
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT A

DEFINITION OF SERVICES

- I. **CONTRACTOR** shall maintain a Family Urgent Response System (FURS) program twenty-four (24) hours per day, seven (7) days per week, for the entire Agreement term to provide county-wide phone and mobile response, in-home de-escalation support, and follow-up and linkage to services for up to seventy-two (72) hours following a mobile response to current and former foster youth through age twenty-one (21) and their caregivers who are experiencing instability. Key definitions:
 - A. **CAREGIVER** – a person responsible for meeting the daily care needs of a current or former foster child or youth, and who is entrusted to provide a caring and supportive environment for the child or youth to promote their healing from trauma. Caregiver is defined broadly and includes individuals beyond a parent who are acting in a caregiving role.
 - B. **CHILD or YOUTH** – a current or former foster child or youth adjudicated under California Welfare and Institutions Code Section 300, 601 or 602 and who is served by a county child welfare agency or probation department, and a child or youth who has exited foster care to reunification, guardianship, or adoption. A current or former foster child or youth shall be eligible for services until they attain twenty-one (21) years of age. There is no time restriction on when an exit must have occurred for a former foster youth.
 - C. **INSTABILITY** – a situation of emotional tension or interpersonal conflict between a caregiver and a child or youth that may threaten their relationship and may lead to a disruption in the current living situation. It includes situations in which a child, youth, or caregiver feel they need support and does not require the child or youth to be the presenting problem or for the situation to rise to the level of a mental health crisis.
 - D. **IN-HOME** – the place where the child or youth and caregiver are located, preferably in the home, or at some other mutually agreeable location.
 - E. **MOBILE RESPONSE** – the provision of in-person, flexible, responsive, and supportive services where the caregiver and child or youth are located to provide them with support and reduce the need for a 911 call or law enforcement contact, placement disruption, or hospitalization.
 - F. **URGENT MOBILE RESPONSE** – an immediate, in-person, face-to-face response within one (1) hour, but not to exceed three (3) hours in extenuating circumstances. All mobile responses will be considered urgent unless a child, youth, or caregiver requests to schedule a same-day response at a specific time or window of time.

G. NON-URGENT MOBILE RESPONSE – means an in-person, same-day response within twenty-four (24) hours. When a child, youth, or caregiver requests to schedule a same-day response at a specific time or window of time outside the required three (3) hour timeframe, the response would be considered non-urgent.

II. CONTRACTOR shall provide the following FURS services:

A. Immediate phone response:

1. Respond to a dedicated phone number, provided by the COUNTY, that is directly and immediately answered twenty-four (24) hours a day, seven (7) days a week, for the entire Agreement term to receive three (3) way calls from the Statewide FURS hotline to deploy a local mobile response team at the request of the youth and/or caregiver caller. Use of a third party answering service is not permissible for this program.
2. Have protocols for obtaining interpreter services for limited English proficient and deaf and hard of hearing callers.
3. Provide a dedicated e-mail address for two (2) way communication with the Statewide FURS hotline and County of Jurisdiction.
4. At CONTRACTOR's discretion, provide additional methods of electronic communication with youth and caregivers following the warm hand-off from the Statewide Hotline including text and direct message/chat.

B. Countywide mobile response:

1. Provide a mobile response and stabilization team available twenty-four (24) hours a day, seven (7) days a week, for the entire Agreement term, which includes sufficient staffing to deploy more than one (1) mobile response team at a time if needed.
2. Have the ability to provide immediate, in-person, face-to-face response preferably within one (1) hour, but not to exceed three (3) hours in extenuating circumstances for urgent needs, or same-day response within twenty-four (24) hours for non-urgent situations to youth and caregivers living within the geographic boundaries of Mendocino County.
3. Utilize individuals with specialized training in trauma of children or youth and the foster care system on the mobile response and stabilization team. Efforts should be made to include peer partners and those with lived experience in the response team, whenever possible. A list of FURS related recommended training topics developed by the California Department of Social Services and training links is attached as Attachment A.

4. Develop protocols with local Foster Family Agencies (FFAs), Short Term Residential Therapeutic Programs (STRTPs) and Tribes to define how mobile response teams will interact with the agencies and tribes when responding to a call from a FFA home or STRTP or to a location on tribal land.
- C. In-home de-escalation, stabilization, and support services which shall include evidence- based, trauma-informed and culturally responsive crisis intervention, mediation, and support as follows:
1. Establish in-person, face-to-face contact with the child or youth and caregiver.
 2. Meet with the child or youth and the caregiver separately.
 3. Listen to both sides and identify the underlying causes of, and precursors to, the situation that led to the instability.
 4. Identify the caregiver interventions attempted.
 5. Observe the child and caregiver interaction.
 6. Diffuse the immediate situation.
 7. Coach and work with the caregiver and the child or youth in order to preserve the family unit and maintain the current living situation or create a healthy transition plan, if necessary; and
 8. Arrange for overnight respite services when needed and agreed to by the child or youth and caregiver to allow a temporary overnight break between the child or youth and caregiver. Respite may include formal respite services through the CONTRACTOR or other local approved resource homes, or a home designated by the caregiver.
- D. Follow up and linkage to services:
1. Follow up after the initial face-to-face response, for up to seventy-two (72) hours, to determine if additional supports or services are needed.
 2. Establish connections to other county- or community-based supports and services to ensure continuity of care, including, but not limited to, linkage to additional trauma-informed and culturally and linguistically responsive family supportive services and youth and family wellness resources.

3. Identify any additional support or ongoing stabilization needs for the family and developing an action plan for, or referral to, appropriate youth and family supportive services within the county, which may include community-based organizations, Redwood Coast Regional Center, FFAs, or tribal agencies; and
4. Communicate with the County of jurisdiction and the County behavioral health agency regarding the service needs of the child or youth and caregiver provided that the child or youth is currently under the jurisdiction of either county child welfare or the probation system.

III. Reporting requirements. CONTRACTOR shall:

- A. Complete the State FURS Summary Report within twenty-four (24) hours of each mobile response and send it to the e-mail addresses listed on the form. A copy of the current State FURS Summary Report is attached as Attachment B; however, to ensure the most current version of the form is used, CONTRACTOR shall use the form posted on the State website at:
<https://www.cdss.ca.gov/Portals/9/FosterCare/FURS/FURS-Summary-Report.pdf>
- B. Track data which shall include all data elements on the attached data sheet (Attachment C) for COUNTY reporting. The data-tracking sheet shall be submitted to the COUNTY with the monthly invoice for payment.

IV. This is a one (1) year Agreement and CONTRACTOR should make no assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- I. This Agreement is subject to the approval and availability of State General Fund monies. The parties' obligations hereunder are contingent upon the availability of State General Fund funds from which payment for Agreement purposes can be made. No legal liability on the part of the COUNTY for any payment may arise until State General Fund funds are made available. In the event that such funds are not appropriated or available, this Agreement shall terminate without further obligation of the parties. COUNTY shall notify CONTRACTOR immediately in writing of COUNTY's receipt of notice of non-appropriation or unavailability of State General Funds.
- II. COUNTY will pay CONTRACTOR as per the following instructions:

	Monthly Rate	Annual Rate (12 months)
Salary and benefits of program staff including: Program director (.25 FTE), Supervisor (.25 FTE), Rehabilitation Specialists (2 FTEs), Peer Partners (2 FTEs), Program Analyst (.25 FTE), Quality Improvement Staff (.10 FTE), Information Services Staff (.10 FTE), Communications Staff (.05 FTE) and Training Staff (.10 FTE) <i>FTE= full time equivalent</i> Benefits (Taxes, Workman's Comp & Insurance) 25%	Up to \$26,379	Up to \$316,548
Miscellaneous client expenses	Up to \$400	Up to \$4,800
Operational expenses including: Conferences, training, travel, insurance, administration, supplies/equipment, copies, facility, mileage at IRS rate/gas, telephone, internet, utilities	Up to \$2,950	Up to \$35,400
Indirect Admin expenses (10%)	Up to \$2,973	Up to \$35,675
Total	Up to \$32,702	Up to \$392,423

- III. CONTRACTOR shall bill Medi-Cal for eligible mental health services delivered to Medi-Cal eligible youth under age twenty-one (21), when such services meet state and federal Medicaid requirements, including medical necessity, as detailed in California Department of Health Care Services Behavioral Health Information Notice No: 21-013/ California Department of Social Services All County Information Notice No.: I-29-21 which can be found at: https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/ACINs/2021/I-29_21.pdf?ver=2021-04-20-154131-293. A separate Agreement is required between Mendocino County Behavioral Health and Recovery Services and CONTRACTOR to address Medi-Cal billing and claiming related to FURS services.
- IV. CONTRACTOR shall submit monthly invoices detailing actual monthly costs, not to exceed the rates listed in Exhibit B, I. Monthly invoices shall deduct anticipated Medi-Cal reimbursement and true up will occur at the end of each quarter.
- V. CONTRACTOR shall submit the data report (Attachment C) monthly with each invoice in order to receive payment.
- VI. CONTRACTOR shall submit invoices and data reports by the tenth (10th) of each month to:

Mendocino County Department of Social Services
Family and Children's Services
P.O. Box 839
Ukiah, CA 95482
Attn: Cherrene Lamm
FCSInvoices@mendocinocounty.gov

- VII. The final invoice and data report shall be submitted no later than July 15, 2025.
- VIII. Payments under this Agreement shall not exceed Three Hundred Ninety-Two Thousand Four Hundred Twenty-Three Dollars (\$392,423) for the term of this Agreement.

[END OF PAYMENT TERMS]