

BOS AGREEMENT NO. 23-126-A3

Amendment #4

Original Agreement	BOS-23-126
Amendment 1	BOS-23-126-A1
Amendment 2	BOS-23-126-A2
Amendment 3	MH-23-060

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

This fourth 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"); and

WHEREAS, Second Amendment to Agreement No. BOS-23-126 was entered into on June 25, 2024 (the "Second Amendment"); and

WHEREAS, Third Amendment to Agreement No. BOS-23-126 was entered into on August 8, 2024 (the "Third Amendment"); and

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

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount set out in the Agreement by \$231,500 from \$14,348,063 to \$14,579,563; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B-2, Payment Terms – MHSA, to incorporate the following changes: 1) increase the "CSS - FSP Outreach and Engagement" line item by \$37,500; 2) increase the "CSS-FSP Supported Housing" line item by \$42,750; 3) increase the "CSS – Wellness and Recovery Center" line item by \$31,250; 4) increase the "CSS – FSP TAY Wellness" line item by \$70,000; 5) increase the "FSP Whatever It Takes" line item by \$50,000; 6) and revise the "Total" line item to account for the revisions.


NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by \$231,500 from \$14,348,063 to \$14,579,563.
2. The Exhibit B-2, Payment Terms - MHSA, set out in the Agreement is hereby altered and a new Exhibit B-2 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: 
Jenine Miller, Psy.D.,
Director of Health Services

Date: 9/9/24

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

COUNTY OF MENDOCINO

By: 
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 09/24/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: 
Deputy 09/24/2024

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 09/24/2024

INSURANCE REVIEW:

By: 
Risk Management

Date: 08/26/2024

CONTRACTOR/COMPANY NAME

By: 
Victoria Kelly, Chief Executive Officer

Date: 9/5/2024

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: 08/26/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 08/26/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed EB# 25-06
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT B-2

PAYMENT TERMS – MHSA

FSP OUTREACH AND ENGAGEMENT

- I. COUNTY will pay CONTRACTOR as per the following instructions:
 - A. COUNTY will reimburse CONTRACTOR in an amount up to Twelve Thousand Five Hundred Dollars (\$12,500) each month up on receipt of invoice (Attachment 2) for services as defined in the Definition of Services.
 - B. CONTRACTOR will bill COUNTY on a monthly basis on an approved invoice, within thirty (30) days of the service. Billing for services beyond the thirty (30) day period will not be honored (see sample invoice, Attachment 2).
 - C. CONTRACTOR's invoice will include:
 1. Time period the invoice covers.
 2. Services delivered in the time period the invoice covers.
 3. Client identifiers
 4. Signature of CONTRACTOR certifying the delivery of services as described on the invoice.
 - D. Failure for the COUNTY to receive any reports within the stated timeframes in this contract may influence the next payment to the CONTRACTOR.
 - E. Invoices are to be sent to
 - COUNTY OF MENDOCINO
 - Behavioral Health and Recovery Services
 - 1120 South Dora St.
 - Ukiah, CA 95482
 - Attn: Jenine Miller cc: MHSA Coordinator
- II. Payments under this agreement shall not exceed One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500) for Crisis services for the term of this Agreement.

FSP SUPPORTED HOUSING

- I. COUNTY will pay CONTRACTOR as per the following instructions:
 - A. COUNTY will reimburse CONTRACTOR in an amount up to Fourteen Thousand Two Hundred Fifty Dollars (\$14,250.00) each month upon receipt of invoice (Attachment 2) for services as defined in the Definition of Services.
 - B. CONTRACTOR's invoice will include:
 1. Time period the invoice covers.
 2. Services delivered in the time period the invoice covers.
 3. Client identifiers
 4. Days in residence for each client, for each month.
 5. Signature of CONTRACTOR certifying the delivery of services as described on the invoice.
 - C. COUNTY must receive all reports within thirty (30) days following the period covered in the report, or as otherwise specified in Exhibit A.
 - D. Failure for the COUNTY to receive any reports within the stated timeframes in this contract may influence the next payment to the CONTRACTOR.
 - E. 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.
 - F. Invoices are to be sent to
 - COUNTY OF MENDOCINO
 - Behavioral Health and Recovery Services
 - 1120 South Dora St.
 - Ukiah, CA 95482
 - Attn: Jenine Miller cc: MHSA Coordinator
- II. Payments under this Agreement shall not exceed Two Hundred Thirteen Thousand Seven Hundred Fifty Dollars (\$213,750) for OAK and VALLEY House for the term of this Agreement.

WELLNESS AND RECOVERY CENTER

- I. COUNTY will pay CONTRACTOR as per the following instructions:
 - A. COUNTY will reimburse CONTRACTOR in an amount up to Ten Thousand Four Hundred Sixteen Dollars and Sixty-Seven Cents (\$10,416.67) each month up on receipt of invoice (Attachment 2) for services as defined in the Definition of Services.
 - B. CONTRACTOR will bill COUNTY on a monthly basis on an approved invoice, within thirty (30) days of the service. Billing for services beyond the thirty (30) day period will not be honored (see sample invoice, Attachment 2).
 - C. CONTRACTOR's invoice will include:
 1. Time period the invoice covers.
 2. Services delivered in the time period the invoice covers.
 3. Client identifiers
 4. Signature of CONTRACTOR certifying the delivery of services as described on the invoice.
 - D. Failure for the COUNTY to receive any reports within the stated timeframes in this contract may influence the next payment to the CONTRACTOR.
 - E. Invoices are to be sent to
 - COUNTY OF MENDOCINO
 - Behavioral Health and Recovery Services
 - 1120 South Dora St.
 - Ukiah, CA 95482
 - Attn: Jenine Miller cc: MHSA Coordinator
- II. Payments under this Agreement shall not exceed One Hundred Fifty-Six Thousand Two Hundred Fifty Dollars (\$156,250) for Arbor Youth Resource Center for the term of this Agreement.

FSP TAY WELLNESS

- I. COUNTY will pay CONTRACTOR as per the following instructions:
 - A. COUNTY will reimburse CONTRACTOR in an amount up to Twenty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$23,333.33) each month upon receipt of invoice (Attachment 2) for services as defined in the Definition of Services.
 - B. CONTRACTOR's invoice will include:
 1. Time period the invoice covers.
 2. Services delivered in the time period the invoice covers.
 3. Client identifiers
 4. Days in residence for each client, for each month.
 5. Signature of CONTRACTOR certifying the delivery of services as described on the invoice.
 - C. COUNTY must receive all reports within thirty (30) days following the period covered in the report, or as otherwise specified in Exhibit A.
 - D. Failure for the COUNTY to receive any reports within the stated timeframes in this contract may influence the next payment to the CONTRACTOR.
 - E. 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.
 - F. Invoices are to be sent to

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

- II. Payments under this Agreement shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000) for TAY WELLNESS for the term of this Agreement.

TOTAL MHSA CONTRACT PAYMENT TERMS

Maximum Amount Payable under this contract:

MHSA Component	Program Name	Annual Total
CSS- FSP Outreach and Engagement	Crisis Outreach and Engagement	\$187,500
CSS – FSP Supported Housing	Oak and Valley Housing	\$213,750
CSS- Wellness and Recovery Center	Arbor Youth Resource Center	\$156,250
CSS- FSP TAY Wellness	Stepping Stones	\$350,000
FSP Whatever It Takes		\$250,000
Total		\$1,157,500

CONTRACTOR shall submit invoice and data by distinct program.

Payments under this Agreement shall not exceed One Million One Hundred Fifty-Seven Thousand Five Hundred Dollars (\$1,157,500) for the entirety of the Agreement.

[END OF EXHIBIT B-2 - MHSA]