BOS AGREEMENT NO. 25-167

AMENDMENT #1

Original Agreement PA-26-19 MH-25-013

AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. PA-26-19, MH-25-013

This Amendment to Agreement No. PA-26-19, MH-25-013 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **STAR VIEW BEHAVIORAL HEALTH, INC.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. PA-26-19, MH-25-013 was entered into on July 1, 2025 (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 increase the total amount payable by \$354,000 from \$50,000 to \$404,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit A, Definition of Services, to include coordination with Public Conservator's Office and Lanterman-Petris-Short Placement Office for required documentation; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms, to reference additional psychiatric service options and staff.

NOW, THEREFORE, we agree as follows:

- 1. The total contracted amount set out in the Initial Agreement is hereby increased by \$354,000 from \$50,000 to \$404,000.
- 2. The Exhibit A, Definition of Services, set out in the Initial Agreement is hereby altered and a new Exhibit A is attached herein.

3. 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 CONTRACTOR/COMPANY NAME DEPARTMENT FISCAL REVIEW: By: Olivia Aranda On behalf of: Kent Dunlap, Jerine Miller, Psy.D. Director of Health Services President and Chief Executive Officer Olivia Aranda, Vice President and Chief Financial Officer Date: 9/9/25 Date: 09/09/2025 Budgeted: No NAME AND ADDRESS OF CONTRACTOR: Budget Unit: 4050 Line Item: 86-3280 Star View Behavioral Health, Inc. Org/Object Code: MH 1501 Hughes Way, Suite 150 Grant: No Long Beach, CA 90810 Grant No.: N/A **COUNTY OF MENDOCINO** 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 BOARD OF SUPERVISORS upon behalf of which he/she acted, executed this Agreement Date: 10/07/2025 ATTEST: COUNTY COUNSEL REVIEW: DARCIE ANTLE, Clerk of said Board I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made. 09/08/2025 DARCIE ANTLE. Clerk of said Board INSURANCE REVIEW: **EXECUTIVE OFFICE/FISCAL REVIEW:**

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed

EB# 26-21

Mendocino County Business License: Valid

09/08/2025

Risk Management

Date:

Exempt Pursuant to MCC Section: Located outside of Mendocino County

EXHIBIT A

DEFINITION OF SERVICES

- I. Star View Adolescent Center (CONTRACTOR) is a Community Treatment Facility (CTF) located in Torrance, CA. Admission is based on medical necessity of clients who are unable to maintain and safely function at home or in the community. CONTRACTOR agrees to perform the delegated activities and reporting responsibilities in compliance with COUNTY's Mental Health Plan (MHP) contract obligation. CONTRACTOR shall provide Specialty Mental Health Services (SMHS) to eligible Mendocino County Medi-Cal beneficiaries according to Assembly Bill 1051 which made changes to presumptive transfer requirements starting July 1, 2024. CONTRACTOR agrees to comply with all applicable Medicaid Laws, regulations, and Agreement provisions, including the terms of Assembly Bill 1051.
- II. CONTRACTOR shall provide services according to the following:
 - A. Provide services to residents of Mendocino County referred to CONTRACTOR by COUNTY or designee. Admission of residents not referred by COUNTY shall release COUNTY of any and all liability, including financial liability, under the terms of this Agreement. Both COUNTY-referred and non-County-referred residents shall be referred to as "Residents of Mendocino County" for the purposes of this Agreement.
 - B. Remain in compliance with documentation standards requirements as per Title IX regulations.
 - C. When applicable, provide documentation indicating that services are offered in an alternative format, or that cultural-specific or linguistic services are offered, and/or services are provided in the client's preferred language.
 - D. Ensure that all clients who are Mendocino County Medi-Cal beneficiaries and are placed at the treatment facility, are also eligible for a mental health assessment.
 - 1. CONTRACTOR shall submit a Service Authorization Request (SAR) on the client's date of admission, to obtain authorization for the following services:
 - a. Assessment
 - b. Plan Development
 - c. Medication Management
 - E. Once the mental health assessment is completed, and if the client is found to meet medical necessity, submit a request to COUNTY or designee for ongoing mental health services to be provided by CONTRACTOR. CONTRACTOR shall provide the following documents along with each SAR submitted:

- 1. A Consent to Treat form signed and dated by client and legal guardian.
- When medication management services are required, a written medication consent signed by the client and representative, when a representative signature is required, agreeing to the administration of each prescribed psychiatric medication.
- 3. A Bio-psychosocial Assessment signed and dated by a certified provider. The Assessment shall meet all Title IX requirements.
- 4. A Client Plan with measurable objectives, meeting all Title IX requirements, signed and dated by the provider, guardian, and client. The Client Plan must be active during the full course of a service request period.
- F. Ensure that services are authorized for up to a twelve (12) month treatment cycle per COUNTY's MHP.
- G. Provide the following SMHS when appropriate:
 - 1. Assessment
 - 2. Psychiatric Evaluations
 - 3. Plan Development
 - 4. Therapy (individual, group, family)
 - 5. Rehabilitation Services, including Intensive Home Based Services (IHBS) and Therapeutic Behavioral Services (TBS)
 - 6. Targeted Case Management, including Intensive Care Coordination
 - 7. Psychiatrist Services and related Medication Support Services
 - 8. Day Treatment Intensive
 - 9. Day Rehabilitation
 - 10. Crisis Intervention
 - 11. Crisis Stabilization Unit
- H. Notify COUNTY Point of Authorization (POA) of placement within twenty-four (24) hours by phone (707.472.2360) or fax (707.463.6868).
- Provide acuity/medical necessity update information two times (2x) a week for the first two (2) weeks of hospitalization by phone (707.472.2360) or fax (707.463.6868) (more frequently if client's condition merits) to the POA.
- J. After the first two (2) weeks, provide acuity/medical necessity concurrent review information including progress notes, physician's notes every other day or as requested by COUNTY's designee POA by phone (707.472.2360) or fax (707.463.6868) until discharge.
- K. Notify COUNTY's designee POA by fax (707.463.6868) of client discharge.

- L. Provide initial assessment and discharge plan to COUNTY or designee, and any agencies that client has authorized to release information to, within ten (10) days of discharge.
- M. Coordinate with Public Conservator's (PC) Office and LPS Placement Office for documentation requested by PC and LPS Placement staff for LPS conserved clients.
- III. In carrying out the Definition of Services contained in this Exhibit A, 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 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 (15%) 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 Agreement by COUNTY with a forty-five (45) day written notice.
- IV. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- V. 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 communications 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.
- VI. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- I. COUNTY shall pay CONTRACTOR as per the following instructions:
 - A. CONTRACTOR shall submit claims in accordance with the applicable billing requirements. COUNTY shall reimburse CONTRACTOR within thirty (30) days upon receipt of invoice (Attachment 2) from CONTRACTOR.
 - B. Net negotiated rates for services are as follow: (25/26)

| SERVICE | Unit of Service | Agency's Fee |
|---|--|--------------------------|
| INPATIENT SERVICES | | |
| H2013 Psychiatric Health Facility Psychiatric Health Facility administrative Day | Client Full Day Client Full Day | \$1,452.06 \$1,452.06 |
| DAY SERVICES | | |
| H2012 Day Treatment - Intensive Services | Client Full Day | \$547.32 |
| 99212 Psychiatric Management | 10-19 mins. | \$340.83 |
| 99213 Psychiatric Management | 20-29 mins. | \$568.04 |
| 99214 Psychiatric Management | 30-39 mins. | \$795.26 |
| 99215 Psychiatric Management | 40-54 mins. | \$1,067.91 |
| H0033 Oral Medication Administration, | 15 mins. | \$72.72 |
| Direct Observation | | 2 |
| H0034 Medication Training & Support | 15 mins. | \$72.72 |
| H2011 Crisis Intervention | 15 mins. | \$66.74 |
| H2019 Therapeutic Behavioral Services (TBS) | 15 mins. | \$66.74 |
| T1017 Targeted Case Management | 15 mins. | \$88.70 |

| Psychiatrist: \$1,363.30 per hour |
|---------------------------------------|
| Nurse Practitioner: \$677.83 per hour |
| RN: \$553.75 per hour |
| LVN: \$290.90 per hour |
| LPHA: \$354.79 per hour |
| MHRS/Other Qualified Provider: |
| \$266.94 per hour |

- C. If one-to-one staffing is required, an additional Forty Dollars (\$40) per hour will be charged to COUNTY, with prior authorization required for one-to-one services.
- D. Rates for services rendered by CONTRACTOR shall be reviewed annually and amended by mutual agreement between CONTRACTOR and COUNTY at the beginning of each fiscal year. In the event mutual agreement for rates is not reached between parties hereto, this Agreement shall terminate upon written notice from COUNTY or CONTRACTOR.
- E. Payment of claims is contingent upon authorization for treatment by COUNTY or designee as the Managed Care Provider.
- F. COUNTY shall only reimburse for services rendered to individuals placed or approved by COUNTY. COUNTY shall not reimburse for services not authorized by COUNTY.
- G. COUNTY shall be responsible for submitting Medi-Cal claims to the State for mental health services provided by CONTRACTOR. CONTRACTOR shall provide COUNTY with corresponding documentation of services that meet State requirements and allow for claiming that meets State timelines.
- H. CONTRACTOR shall submit itemized invoices and supporting documents to:

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

II. The compensation payable to CONTRACTOR hereunder shall not exceed Four Hundred Four Thousand Dollars (\$404,000) for the term of this Agreement.

[END OF PAYMENT TERMS]