

**AMENDMENT TO COUNTY OF MENDOCINO
BOARD OF SUPERVISORS AGREEMENT NO. 21-138**

This Amendment to BOS Agreement No. 21-138 is entered into this 18th day of October, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Redwood Quality Management Company**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-138 was entered into on July 1, 2021; 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 alter the Payment Terms, Exhibits B-1, B-2, and B-3, of the original BOS Agreement No. 21-138; and

WHEREAS, CONTRACTOR will continue to serve as the Administrative Services Organization for Mental Health Services in Mendocino County.

NOW, THEREFORE, we agree as follows:

1. The Payment Terms, Exhibits B-1, B-2, and B-3, of the original BOS Agreement No. 21-138 have been altered and new Exhibits B-1, B-2, and B-3 are attached herein.

All other terms and conditions of BOS Agreement No. 21-138 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO

DEPARTMENT NAME: Behavioral Health

By: Jenine Miller, Psy.D., Behavioral Health Director

DATE: 10/18/21

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050, 4051

Line Item: 86-3280

Org/Object Code: MACSS, MH

Grant: ☐ Yes ☒ No

Grant No.:

CONTRACTOR/COMPANY NAME:

By: Camille Schraeder, Director

DATE: 8-3-2021

NAME AND ADDRESS OF CONTRACTOR:

Redwood Quality Management Company
376 E. Gobbi St. Suite B
Ukiah, CA 95482

472-0350; Camille@RQMC.org

INSURANCE REVIEW:

By: Risk Management

08/02/2021

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

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Darcie Antle
Deputy CEO

08/02/2021

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Charlotte Scott
Deputy

08/02/2021

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; 50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB 21-85
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Within City Limits of Ukiah

EXHIBIT B-1

Payment Terms – Specialty Mental Health Services

COUNTY shall reimburse CONTRACTOR for Specialty Mental Health Services provided to eligible Short-Doyle/Medi-Cal beneficiaries as per the following instructions:

- A. CONTRACTOR shall provide or arrange for the provision of Specialty Mental Health Services as directed by the Mendocino County Behavioral Health Director and in compliance with the Mendocino County Mental Health Plan (MHP) Contract with the State of California.**
- B. COUNTY shall reimburse CONTRACTOR for Specialty Mental Health Services, provided to Short-Doyle/Medi-Cal clients in compliance with the Mendocino County Mental Health Plan (MHP) Contract with the State of California, not to exceed Thirteen Million, Eight Hundred Thirty Nine Thousand, Four Hundred Eleven Dollars (\$13,839,411) for the term of this Agreement as follows:**
 - a. Specialty Mental Health Services for Short-Doyle-Medi-Cal beneficiaries shall be reimbursed within 30 days of receipt of complete and accurate claims invoice/files.**
 - b. COUNTY will reimburse all claims for Specialty Mental Health Services provided by subcontractors based on the amount claimed in an amount not to exceed Thirteen Million, Eight Hundred Thirty Nine Thousand, Four Hundred Eleven Dollars (\$13,839,411) for approved Specialty Mental Health Services provided the term of this Agreement as follows:**
 - 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 County at the time of submission or the claim will be denied. Per California Welfare and Institutions Code §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 County. 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 County at the time of submission or the claim will be denied. The following specialty mental health services do not require Medicare COB as specified in Information Notices 09-09 and 10-11: T1017 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.
- C. COUNTY shall reimburse CONTRACTOR for Administrative Services, Utilization Review Services, Quality Assurance and Quality Improvement Services required for the appropriate administration of the Mendocino County Mental Health Plan (MHP) Contract with the State of California.

Compensation payable to CONTRACTOR shall be dependent on CONTRACTOR compliance with all requirements of the Mendocino County Mental Health Plan (MHP) Contract 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 (DHCS).

COUNTY shall reimburse CONTACTOR for allowable costs of Administrative Services, Utilization Review, Quality Assurance and Quality Improvement activities, not to exceed One Million, Forty-Five Thousand, Forty-Nine Dollars (\$1,045,049) for FY 2021 – 22. Reimbursement shall be on a monthly basis in the amount of Eighty-Seven Thousand, Eighty-Seven Dollars and Forty-Two Cents (\$87,087.42). COUNTY shall issue payment to CONTRACTOR no later than the 10th of each month.

COUNTY reimbursement has been determined based the Federal Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards 2 CFR 200 et. seq. and time study reports, completed by RQMC staff, documenting time spent on utilization review, quality assurance and quality improvement activities.

- D. CONTRACTOR shall submit Specialty Mental Health Services claims to COUNTY in HIPAA compliant electronic files or other COUNTY approved form as expeditiously as possible. For in-county providers, claims are due no later than sixty (60) days after the end of the month during which services were rendered (i.e. billing for services rendered in July are due no later than September 30). For out-of-county providers, claims are due no later than ninety (90) days after the end of the month during which services were rendered (i.e. billing for services rendered in July are due no later than October 31).
- E. 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 be responsible for payment to any subcontractors owed reimbursement for services subject to such late billing.
- F. COUNTY is responsible for the submission of Specialty Mental Health Services received from the CONTRACTOR for Short-Doyle/Medi-Cal services to the State. 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.

a. CONTRACTOR shall submit to COUNTY, the following documents:

- i. Monthly – by the 10th of the month, the previous month's Invoices related to Specialty Mental Health Services.
- ii. Monthly – by the 10th of each month, the previous month's General Ledger Expenditure Reports.
- iii. Monthly Administration and Utilization Review invoices with approved back up documentation including, but not limited to, Cost Allocation Worksheet, Wage Worksheet and Activity Statements, and perpetual time studies, in a form approved by County for all staff claiming UR/QA costs.
- iv. Quarterly Expenditure Summary Actual Reports

b. Quarterly Reporting Schedule:

- i. October 31, 2021
- ii. January 31, 2022
- iii. April 30, 2022
- iv. July 31, 2022

c. If CONTRACTOR is out of compliance with the monthly or quarterly 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.

G. Prior to CONTRACTOR making any changes in payment rates of any amount, and/or changes of more than five percent (5%) to total budget amounts allocated to subcontractors, CONTRACTOR shall submit for approval to the Behavioral Health Director all such proposed changes.

- H. CONTRACTOR may request to shift funds between Specialty Mental Health and Indigent, within the same categories of funding, to meet the services needs of the community with prior approval from the Behavioral Health Director.
- I. CONTRACTOR shall comply with all requirements of the Mendocino County Mental Health Plan (MHP) Contract 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 (DHCS).
- J. CONTRACTOR is responsible for the submission of all subcontractor Initial Cost Reports for FY 21-22 by October 15, 2022. Initial Cost Reports must be completed using the appropriate templates approved by County and in accordance with the annual DHCS Fiscal Year Cost Report Policy Information Notice. Initial Cost Reports shall include all services delivered in FY 2021 – 2022. CONTRACTOR acknowledges the Initial Cost Report and final Expenditure Summary Report GL for all subcontractors are due no later than October 15, 2022.
- K. If the CONTRACTOR is out of compliance with the Initial Cost Report submission requirements under any previous Agreement, CONTRACTOR agrees that funds to be distributed under the terms of this Agreement shall be withheld until such time as CONTRACTOR submits acceptable Initial Cost Report(s). Acceptable Initial Cost Reports are Cost Reports that comply with State guidelines and are deemed complete by the COUNTY.
- L. CONTRACTOR is responsible for the submission of final claims reconciliation of all subcontractors for FY 2020-21 no later than October 15, 2021.
 - a. COUNTY will calculate the final settlement to cost for each subcontractor based on Cost Reports on file by October 15, 2021.
- M. The compensation payable to CONTRACTOR shall be dependent on CONTRACTOR satisfying all components of this Agreement, the State/County Mental Health Plan Contract, and all direction from the Behavioral Health Director.

The compensation payable to CONTRACTOR for Specialty Mental Health Services (which services are addressed in the Scope of Work located at Exhibit A-1) shall not exceed Fourteen Million, Eight Hundred Eighty Four Thousand, Four Hundred Sixty Dollars (\$14,884,460) for the term of this Agreement.

[END OF EXHIBIT B-1]

EXHIBIT B-2

Payment Terms – Mental Health Services Act

COUNTY shall reimburse CONTRACTOR for Mental Health Services Act (MHSA) services provided to all eligible clients as per the following instructions:

A. CONTRACTOR shall provide or arrange for the provision of programs and services as directed by the Mendocino County Behavioral Health Director, and in compliance with the Mendocino County Mental Health Services Act plan and the California MHSA Plan.

B. COUNTY shall provide reimbursement for MHSA Programs as follows:

1. MHSA Services and Programs are funded by MHSA and shall be performed in accordance with the MHSA Annual Plan, MHSA laws, and regulations.
2. CONTRACTOR shall provide COUNTY with copies of all MHSA contracts executed by CONTRACTOR.
3. COUNTY shall reimburse CONTRACTOR for MHSA expenditures on a quarterly basis upon receiving complete and accurate documentation and invoices in a form and manner approved by COUNTY. Maximum annual reimbursement for MHSA programs and services is not to exceed One Million, Eight Hundred Ten Thousand, One Hundred Forty Two Dollars (\$1,810,142) for the term of this Agreement, as follows
 - a. Maximum payable for Community Services and Support (CSS) programs and services for July 1, 2021 – June 30, 2022, not to exceed One Million, Six Hundred Eighty Five Thousand, Five Hundred Seventy Eight Dollars (\$1,685,578).
4. COUNTY shall reimburse CONTRACTOR for Administrative Services, Utilization Review Services, Quality Assurance and Quality Improvement Services required for the appropriate administration of the Mendocino County Mental Health Plan (MHP) Contract with the State of California.

Compensation payable to CONTRACTOR shall be dependent on CONTRACTOR compliance with all requirements of the Mendocino County Mental Health Plan (MHP) Contract 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 (DHCS).

COUNTY shall reimburse CONTACTOR for allowable costs of Administrative Services, Utilization Review, Quality Assurance and Quality Improvement activities, not to exceed One Hundred Twenty-Four Thousand, Five Hundred Sixty-Four Dollars (\$124,564) for FY 2021 – 22. Reimbursement shall be on a monthly basis in the amount of Ten Thousand, Three Hundred Eighty Dollars and Thirty-Three Cents (\$10,380.33). COUNTY shall issue payment to CONTRACTOR no later than the 10th of each month.

COUNTY reimbursement has been determined based the Federal Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards 2 CFR 200 et. seq. and time study reports, completed by RQMC staff, documenting time spent on utilization review, quality assurance and quality improvement activities.

5. CONTRACTOR shall provide COUNTY quarterly the following reports, in a form and manner approved by COUNTY:
 - a. Complete and accurate spreadsheet reporting PEI and CSS expenditures by Provider with services categorized by Adult and Children.
 - b. Quarterly invoices for PEI and CSS costs from each provider for the month being billed.
 - c. Complete and accurate spreadsheet reporting MHSA Flex Fund expenditures by Provider with services categorized by Adult and Children.
 - d. Quarterly invoices for MHSA Flex Fund for the quarter being billed.
 - e. MHSA Quarterly Expenditure reports.
6. CONTRACTOR shall submit required reports to COUNTY in accordance with the following schedule:
 - b. Quarterly Reporting Schedule:
 - i. October 31, 2021
 - ii. January 31, 2022
 - iii. April 30, 2022

iv. July 31, 2022

CSS: July 1, 2021 to June 30, 2022		
Program/Services	Service Provider	Maximum Payable
Transition Age Youth	RCS – Arbor Youth Resource Center	\$100,000.00
	Tapestry Family Services – Therapeutic Outreach for Underserved Latino and Native American Communities	\$60,000.00
Across the Lifespan	Flexible Funds for FSP/Outreach & Engagement (Children & Family, TAY, Adults, & Older Adults)	\$540,578.00
	RCS Crisis Prevention and Aftercare (FSP/O&E)	\$93,000.00
	Manzanita (Ukiah & Willits) Wellness Center	\$300,000.00
	Mendocino Coast Hospitality Center	\$142,000.00
	MCAHVN Wellness Center	\$20,000.00
	RCS – Stepping Stones	\$230,000.00
	Crisis Residential Treatment	\$200,000.00
Total CSS July 1, 2021 to June 30, 2022		\$1,685,578.00

MHSA Evaluation and Administration: July 1, 2021 to June 30, 2022		
Program/Services	Funding Source	Maximum Payable
Evaluation and Administration	CSS	\$124,564.00
Total MHSA Maximum Payable July 1, 2021 to June 30, 2022		\$1,810,142.00

C. Prior to CONTRACTOR making any changes in MHSA payment rates of any amount and/or changes to total budget amounts allocated to subcontractors, CONTRACTOR shall submit for approval to the Behavioral Health Director all such proposed changes.

- D. CONTRACTOR shall comply with all direction(s) from the Behavioral Health Director and all policies, procedures, MHSA Plan, and the California Department of Health Care Services (DHCS) Information Notices. CONTRACTOR agrees to utilize all funds in accordance with the terms of this Agreement, and MHSA laws and regulations. Funds shall not be used for lobbying or other administrative activities not related to the delivery of services under the Mental Health Services Act Plan.
- E. All Specialty Mental Health Services provided as a component of an MHSA program shall comply with the applicable requirements of the County of Mendocino State Mental Health Plan (MHP) Agreement and California Code of Regulations (CCR) Title 9. Billing for Specialty Mental Health 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".
- F. For Fiscal Year 2021 – 2022, CONTRACTOR is responsible for the submission of all subcontractor expenditure reports and final end of year MHSA Expenditures Reports by October 15, 2022. MHSA Expenditure Reports shall include costs of all programs and services delivered through June 30, 2022. Payment shall be made based on Expenditure Reports in accordance with the Mendocino County Mental Health Services Act plan and the California MHSA Plan.
- G. If the CONTRACTOR is out of compliance with the Revenue Expense Report (RER) submission requirements under this Agreement or any previous Agreement, CONTRACTOR agrees that funds to be distributed under the terms of this Agreement shall be withheld until such time as CONTRACTOR submits accurate and complete Expenditure Reports. Accurate and complete Expenditure Reports are Expenditure Reports that are deemed complete by the COUNTY.

The compensation payable to CONTRACTOR for MHSA services (which services are addressed in the Scope of Work located at Exhibit A-2) shall not exceed One Million, Eight Hundred Ten Thousand, One Hundred Forty Two Dollars (1,810,142) for the term of this Agreement.

[END OF EXHIBIT B-2]

EXHIBIT B-3

Payment Terms – Indigent Services / Misdemeanor Competency Restoration

COUNTY shall reimburse CONTRACTOR for Mental Health Services provided to indigent residents (“Clients”) of Mendocino County as per the following instructions:

- A. COUNTY shall reimburse CONTRACTOR for Mental Health Services provided to Clients, not to exceed Six Hundred Twenty Nine Thousand, Eight Hundred Seventy Two Dollars (\$629,872) for the term of this Agreement as follows:
1. Mental Health Services for Clients shall be reimbursed within 30 days of receipt of complete and accurate claims invoice/files.
 - a. COUNTY will reimburse all claims for Mental Health Services provided by subcontractors based on the amount claimed.
 - b. Billing for services shall be completed in accordance with Mendocino County Mental Health Policy and Procedure, “Claims Processing and Payment to contract provider under the Mental Health Medi-Cal Managed Care Plan”.
 - c. In no event shall COUNTY be obligated to pay CONTRACTOR for any services or costs that have not been submitted as a claim for services.
- B. COUNTY shall reimburse CONTRACTOR for Administrative Services, Utilization Review Services, Quality Assurance and Quality Improvement Services required for the appropriate administration of the Mendocino County Mental Health Plan (MHP) Contract with the State of California.

Compensation payable to CONTRACTOR shall be dependent on CONTRACTOR compliance with all requirements of the Mendocino County Mental Health Plan (MHP) Contract 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 (DHCS).

COUNTY shall reimburse CONTRACTOR for allowable costs of Administrative Services, Utilization Review, Quality Assurance and Quality Improvement activities, not to exceed Thirty Thousand, Three Hundred Eighty-Seven Dollars (\$30,387) for FY 2021 – 22. Reimbursement shall be on a monthly basis in the amount of Two Thousand, Five Hundred Thirty-Two Dollars and Twenty-Five Cents (\$2,532.25). COUNTY shall issue payment to CONTRACTOR no later than the 10th of each month.

COUNTY reimbursement has been determined based the Federal Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards 2 CFR 200 et. seq. and time study reports, completed by RQMC staff, documenting time spent on utilization review, quality assurance and quality improvement activities.

- C. COUNTY shall reimburse CONTRACTOR for Misdemeanor Competency Restoration (Competency Restoration) Assessment and Training for inmates in the local county jail or within the community as per the following instructions:
1. Competency Restoration shall mean providing the Restoration of Competency Assessment and Training at the Mendocino County Jail or in the community with individuals who have been charged with a misdemeanor(s) and have been found Incompetent to Stand Trial (IST).
 2. CONTRACTOR shall provide or arrange for the provision of services as directed by the Mendocino County Behavioral Health Director, and in compliance with the Mendocino County policies and procedures and state and federal regulations.
 3. Funding provided by COUNTY during the term of this Agreement is subject to increase, decrease, or not change upon sole discretion of COUNTY. All funding amounts shall be determined by COUNTY.
 4. CONTRACTOR shall provide COUNTY with copies of all Competency Restoration contracts executed by CONTRACTOR. COUNTY shall reimburse CONTRACTOR for Competency Restoration expense on a monthly basis. Maximum annual reimbursement for Competency services is not to exceed Seven Thousand Dollars (\$7,000).
 5. CONTRACTOR shall provide COUNTY the following reports:
 - a. Complete and accurate data which includes number of individuals served, services provided, and length of services.
 - b. Monthly invoices reporting Competency Restoration expenditure.
- D. CONTRACTOR shall submit Mental Health Services claims to COUNTY in HIPAA compliance electronic files or other COUNTY approved form as expeditiously as possible. For in-county providers, claims are due no later than sixty (60) days after the end of the month during which services were rendered (i.e. billing for services rendered in July are due no later than September 30). For out-of-county providers, claims are due no later than ninety (90) days after the end of the month during which services were rendered (i.e. billing for services rendered in July are due no later than October 31). 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 be responsible for payment to any subcontractors owed reimbursement for services subject to such late billing.

1. CONTRACTOR shall submit to COUNTY, the following documents:

- a. Monthly – by the 10th of the month, the previous month's Invoices related to Mental Health Services.
- b. Monthly – by the 10th of each month, the previous month's General Ledger Expenditure Reports.
- c. Monthly Administration/Utilization Review invoices related to Mental Health Services with approved back up documentation including, but not limited to, subcontractor claims/invoices for services, open/closed episode dates for Clients.
- d. Quarterly Expenditure Summary Actual Reports

2. Quarterly Reporting Schedule:

- a. October 31, 2021
- b. January 31, 2022
- c. April 30, 2022
- d. July 31, 2022

3. If CONTRACTOR is out of compliance with the monthly or quarterly 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.

E. Prior to CONTRACTOR making any changes in payment rates of any amount, and/or changes of more than five percent (5%) to total budget amounts allocated to subcontractors, CONTRACTOR shall submit for approval to the Behavioral Health Director all such proposed changes.

F. CONTRACTOR may request to shift funds between Specialty Mental Health and Indigent, within the same categories of funding, to meet the services needs of the community with prior approval from the Behavioral Health Director.

The compensation payable to CONTRACTOR for Indigent Mental Health Services / Misdemeanor Competency Restoration (which services are addressed in the Scope of Work located at Exhibit A-3) shall not exceed Six Hundred Sixty Seven Thousand, Two Hundred Fifty Nine Dollars (\$667,259) for the term of this Agreement.

[END OF EXHIBIT B-3]