

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 21-126**

This Amendment to BOS Agreement No. 21-126 is entered into this 26TH 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 Community Services DBA Redwood Community Crisis Center**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-126 was entered into on July 1, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the original BOS Agreement No. 21-126, from \$89,172 to \$100,607; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to alter the Payment Terms, Exhibit B, set out in the original BOS Agreement No. 21-126; and

WHEREAS, CONTRACTOR will continue to provide 24/7 crisis response to children, youth, and young adults.


NOW, THEREFORE, we agree as follows:

1. The amount set out in the original BOS Agreement No. 21-126 will be increased from \$89,172 to \$100,607.
2. The Payment Terms, Exhibit B, set out in the original BOS Agreement No. 21-126 has been altered and a new Exhibit B is attached herein.

All other terms and conditions of BOS Agreement No. 21-126 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.

DEPARTMENT FISCAL REVIEW:


Jenine Miller, Psy.D., Behavioral Health Director

Date: 9/9/21

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-2189

Org Code: MHAS92

Grant: ☒ Yes ☐ No

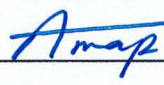
Grant No.: Mental Health Block Grant: 93.958

COUNTY OF MENDOCINO

By: 
DAN GJERDE, Chair
BOARD OF SUPERVISORS **OCT 26 2021**

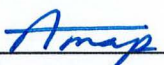
ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy **OCT 26 2021**

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

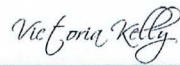
By: 
Deputy **OCT 26 2021**

INSURANCE REVIEW:

By: 
Risk Management

09/02/2021

CONTRACTOR/COMPANY NAME:

By: 
Victoria Kelly, Chief Executive Officer

Date: 09/10/2021

NAME AND ADDRESS OF CONTRACTOR:

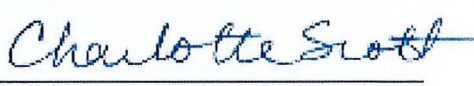
Redwood Community Services DBA
Redwood Community Crisis Center
350 E. Gobbi St.
Ukiah, CA 95482

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:

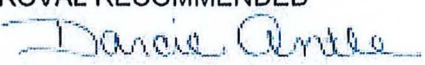
CHRISTIAN M. CURTIS,
County Counsel

By: 
Deputy

09/02/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: 
Deputy CEO

09/02/2021

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB 21-257
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: 501(c)(3)

EXHIBIT B

PAYMENT TERMS

- I. Payments for this Agreement are contingent upon the COUNTY being awarded the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant by the Department of Health Care Services (DHCS) for Fiscal Year 21-22.
- II. COUNTY will pay CONTRACTOR as per the following instructions:
 - A. 0.388 Full Time Employee (FTE) Community Liaison as stated in Exhibit A, paid per month for twelve (12) months up to a maximum total of Twenty-Four Thousand Seven Hundred Sixty-Six Dollars (\$24,766) for the twelve (12) month period.
 - B. Three (3), 0.30 FTE Regional Support Team Members as stated in Exhibit A, paid per month for twelve (12) months up to a maximum total of Seventy-Five Thousand Eight Hundred Forty-One Dollars (\$75,841) for the twelve (12) month period.
- III. COUNTY shall act only as the fiscal intermediary between CONTRACTOR and DHCS for any SAMHSA fund payments. Payments for all services provided pursuant to this Agreement are contingent upon the award and continued availability of SAMHSA funds granted to COUNTY by DHCS. Should funding be denied, reduced or terminated by DHCS, COUNTY may require the reduction of service levels, other program adjustments, and/or cancellation of this Agreement without incurring legal liability.
- IV. In the event that funds provided under this Agreement are expended prior to the end of the contract period, CONTRACTOR shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from COUNTY.
- V. CONTRACTOR shall submit a monthly claim to the COUNTY identifying billing and/or performance period covered by the invoice. Invoices will be itemized using the Sample Invoice included in this Agreement (Attachment 2).
 - A. CONTRACTOR shall document all time spent on MHBG specific services or functions, which will be reflected on a timesheet.
- VI. Billing for services is expected to be completed on a monthly basis and must occur within sixty (60) days of service provision. Billings for services beyond the 60-day period will not be honored. Billing to the COUNTY must be for services provided that meet COUNTY requirements for SAMHSA funds. Invoices shall be submitted on approved form with content detailing charges. All invoices shall clearly reflect and, in reasonable detail, give information regarding the services invoiced. The June invoice must be submitted prior to July 14, 2022. Invoices will not be paid by COUNTY unless and until it is awarded the SAMHSA Grant by DHCS for Fiscal Year 21-22.

- VII. A final undisputed invoice shall be submitted for payment no more than twenty (20) calendar days following the expiration or termination date of this Agreement. Said invoice shall be clearly marked "Final Invoice", thus indicating that all payment obligations of COUNTY under this Agreement have ceased and no further payments are due or outstanding.
- VIII. CONTRACTOR agrees overpayments based on an audit finding and/or an audit finding appealed and upheld will be recouped by COUNTY. Said repayment to COUNTY from CONTRACTOR will be due and payable no later than thirty (30) days from said upheld finding.
- IX. Monthly invoices (Attachment 2) and summary of services will be sent to:

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

Payments under this Agreement shall not exceed One Hundred Thousand Six Hundred Seven Dollars (\$100,607) for the term of this Agreement.

[END OF PAYMENT TERMS]