

BOS AGREEMENT NO. _____

AMENDMENT #2

Original Agreement	BOS-25-095
Amendment 1 No.	BOS-25-095-A1

**SECOND AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-25-095**

This second Amendment to Agreement No. BOS-25-095 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **WILLOW GLEN CARE CENTER, INC.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-25-095 was entered into on July 1, 2025 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. BOS-25-095 was entered into on February 3, 2026 (the "First Amendment") increasing the total amount to \$750,000; and

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

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this second 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 payable by \$65,000 from \$750,000 to \$815,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit A, Definition of Services, to add a board and care cost provision; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms, to authorize COUNTY to pay certain room and board costs for eligible Lanterman-Petris-Short conservatees, and to reflect the amount increase.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by \$65,000 from \$750,000 to \$815,000.
2. The Exhibit A, Definition of Services, set out in the Agreement is hereby altered and a new Exhibit A is attached herein.

3. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and a new Exhibit B 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: [Signature]
Jenine Miller, Psy.D.
Director of Health Services

Date: 5/28/26

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-2189, 86-3162
Org/Object Code: MHGRNT, MHMS75
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

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

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 05/20/2026

CONTRACTOR/COMPANY NAME

By: [Signature]
Jeff Payne, Executive Director

Date: 5/20/26

NAME AND ADDRESS OF CONTRACTOR:

WILLOW GLEN CARE CENTER, INC.
1547 Plumas Court
Yuba City, CA 95991
530-751-9904
jpayne@hmcg.us

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: [Signature]
COUNTY COUNSEL

Date: 05/20/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 05/20/2026

Signatory Authority: \$0-25,000 Department; \$25,001- 75,000 Purchasing Agent; \$75,001+ Board of Supervisors

EXHIBIT A

DEFINITION OF SERVICES

- I. This is a fee-for-service Agreement with no minimum beds reserved. All services provided will be in accordance with the following description of services. All referrals will come from or be approved by the Mendocino County Director of Health Services or designee for reimbursement.

- II. CONTRACTOR shall operate multiple twenty-four (24) hour residential care facilities, of different levels, for adults and elderly with mental health conditions, with the main office located in Yuba City, California. The facilities shall remain licensed by the Community Care Licensing Division of the California Department of Social Services. CONTRACTOR shall provide specialized residential care programs with a primary focus on continuous diagnostic assessments of the individual's mental health status, prevention of a mental health crisis, stabilization and maintenance of the mental health condition, and transitional planning with appropriate referrals to the least restrictive level of care. CONTRACTOR shall coordinate with COUNTY and other community mental health providers to ensure that residents are placed in the program that best matches residents' physical and mental health needs. CONTRACTOR shall provide the following programs:
 - A. Intensive Residential Care (IRC) Program – A forty (40) bed program in the Willow Glen Care Center facility specializing in residential care for chronically mentally ill adults and elderly who are unable to maintain traditional residential placement because of chronic behavioral problems. The program is oriented to those residents who need an intermediate placement before returning to a board and care, or for clients who are transitioning from an acute psychiatric inpatient program, Institution for Mental Diseases (IMD) or State Hospital. The IRC Program shall:
 1. Provide intensive supervision of clients, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for clients to transition to a lower level of care.
 2. Assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting resident to preserve placement at the lowest level of care possible.
 3. Review residents on a weekly basis with the multidisciplinary treatment team to determine each resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate. The multidisciplinary treatment team will assess and review residents on a monthly basis with recommendations for transitioning to a lower level of care when indicated.

4. Offer long-term residents a safe, secure and comfortable environment while continuing to encourage independence, self-awareness and goal setting.
 5. Encourage residents who have stabilized their condition to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development, and self-advocacy. The program will incorporate principles of wellness and recovery to enhance each resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.
- B. The Golden Beginnings Program – A twenty (20) bed program in the Willow Glen Care Center facility designed to meet the unique needs of the elderly resident with chronic mental illness and/or dementia. The program recognizes that this important life stage is one where residents seek relaxation, reflection, and focus on the pleasures of life. The program provides an environment that assists the elderly to recognize and cope with challenges of aging with dementia and mental illness while preserving residents' personal sense of dignity. The Golden Beginnings Program shall:
1. Address specific issues of dementia and mental illness by providing a welcoming environment that seeks to minimize loss of physical or cognitive abilities. The program shall utilize era-familiar decor to stimulate cognitive functioning, create a sense of belonging and diminish feelings of alienation that come with aging. The program shall make access to adaptive equipment and techniques available that allow the resident to maintain independence to minimize decline of physical abilities. The multidisciplinary treatment team will closely monitor medication management, dietary management, and health to ensure needs of elderly residents are met.
- C. The Rosewood Program – A forty (40) bed adult residential facility within Willow Glen Care Center specializing in serving adults with mental health conditions. The program adopts principles of wellness and recovery and is focused on returning residents to their communities and into lower levels of care. The Rosewood Program shall:
1. Combine psychopharmacologic, cognitive and behavioral management along with introductory to advanced life skills education and training to provide individualized care that will aid residents to obtain their optimal level of functioning. Life skills should include, but are not limited to: assisting residents to better manage their mental illness, make informed decisions about their treatment, and pursue their own goals for recovery; and promoting overall wellness by assisting residents to develop necessary skills to gain further independence.
 2. Offer structure, support and guidance for needs and values of each resident, and encourage residents' involvement in management of their mental health

condition and overall well-being. Residents shall participate in a wide range of regularly scheduled strength-based groups and activities that prepare them to move back into their communities or to improve overall functioning.

- D. Sequoia Psychiatric Treatment Center (SPTC) – A locked sixteen (16) bed mental health rehabilitation center. The Center provides a client driven, clinician supervised rehabilitation program model that will assist clients in identifying, practicing, and implementing skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements. The goal of SPTC is to assist mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care.
- E. Cedar Grove – A locked forty-four (44) bed Mental Health Rehabilitation Center (MHRC) specializing in structured supervision and care for chronically mentally ill adults who are unable to maintain placement at lower levels of care. Cedar Grove provides a client driven, clinician supervised rehabilitation program model that will assist clients in identifying, practicing and implementing skills necessary to reduce utilization of inpatient hospital days and provides a stable placement in a secure environment. The goal of Cedar Grove program is to assist identified mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care. The Cedar Grove program shall:
1. Provide intensive supervision of clients, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities, and preparation for clients to transition to a lower level of care when appropriate.
 2. Assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting resident to preserve placement at the lowest level of care possible.
 3. Review residents on a weekly basis with the multidisciplinary treatment team to determine each resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate. The multidisciplinary treatment team will assess and review residents on a monthly basis with recommendations for transitioning to a lower level of care when indicated.
 4. Offer long-term residents a safe, structured, secure and comfortable environment while continuing to encourage independence, self-awareness, and goal setting.
 5. Offer a variety of activities which include, but are not limited to:
 - a. Crisis Prevention
 - b. Psychopharmacologic Medication Evaluation and Management

- c. Wellness and Recovery Services
 - d. Medical Service Referral
 - e. Peer Support Groups
 - f. Client Advocacy
 - g. Therapeutic Community
 - h. Planned Activities including:
 - 1) Substance Use Disorder education
 - 2) Competency restoration
 - i. Daily Living Skills
6. Encourage residents who have stabilized their condition to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program will incorporate principles of wellness and recovery to enhance each resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.
- F. Redwood Creek – A sixteen (16) bed adult residential care facility in Willits, California. The program specializes in serving voluntary and conserved adults with severe and persistent mental health conditions. The purpose of the Redwood Creek program is to provide program resources, interventions and support necessary to assist client towards stabilization, recovery and to successfully function in the least restrictive environment possible. The Redwood Creek program shall:
- 1. Review clients on a monthly basis or more often, as needed, with the multidisciplinary treatment team with a recommendation for transitioning to a lower level of care when indicated.
 - 2. Discharge clients from this facility when they have successfully completed their recovery plan and meet a lower level of care criteria or when client needs a higher level of medical or psychiatric care. Conserved clients will be discharged in consultation and approval of both the Mendocino County Public Guardian and the Mendocino County Director of Health Services or designee.
 - 3. Offer a variety of activities which include, but are not limited to:
 - a. Crisis Prevention
 - b. Psychopharmacologic Medication Evaluation and Management
 - c. Wellness and Recovery Services
 - d. Medical Service Referral
 - e. Community/Peer Support Groups
 - f. Client Advocacy
 - g. Community Reintegration
 - h. Therapeutic Community
 - i. Planned Activities
 - j. Daily Living Skills

k. Program Management

- III. CONTRACTOR shall ensure treatment progress will be reviewed at least monthly, or more often as necessary, by the multidisciplinary treatment team, resident's guardian and COUNTY Case management to determine ongoing service necessity. When appropriate the multidisciplinary treatment team may recommend and coordinate with resident's guardian and COUNTY for resident's transfer from one program to another at the Center in order to preserve placement in the least restrictive level of care or to facilitate transition to the lowest level of care possible.
- IV. CONTRACTOR shall communicate with COUNTY upon receipt of third party requests or demands to assess and evaluate individuals for treatment. Such access to clients requires prior written approval from the Mendocino County Director of Health Services or designee.
- V. CONTRACTOR agrees to provide two (2) Lanterman-Petris-Short (LPS) Conservatorship Declarations, if the client is a conservatee. Declarations, which will be completed by two (2) physicians or licensed psychologists who have a doctoral degree in psychology and at least five (5) years of post-graduate experience in the diagnosis and treatment of emotional and mental disorders, will certify whether the conservatee is still gravely disabled as a result of a mental disorder. Declarations are to be completed at least annually and up to every six (6) months and forwarded to COUNTY. In the instance that CONTRACTOR must utilize a psychiatrist or psychologist that is not employed with CONTRACTOR, CONTRACTOR shall accept responsibility for the cost of the assessment, except when authorized in writing, and in advance by the Mendocino County Director of Health Services or designee.
- VI. Board and Care shall be paid from the client's Supplemental Security Income (SSI) or Supplemental Security Income/Social Security Administration (SSI/SSA) benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY may provide payment to cover the delinquent and/or amount owed with Health Services Director or designee approval. COUNTY, when approved and funds allow, will be responsible of covering SSI/SSA benefits within thirty (30) days of being delinquent and continuing until resident is removed from Redwood Creek or SSI/SSA Benefits are restored. COUNTY shall pay no more than the client's SSI or SSI/SSA monthly residential board and care rate per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to this Agreement.
- VII. In carrying out the Definition of Services contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of COUNTY, in the sole discretion of 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.

VIII. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, Mental Health Plan (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.

IX. 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.

X. 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. Daily Residential rate for:

Facility	Number of clients	Daily Rates per Client
Redwood Creek	13-16	\$225
	10-12	\$270
	7-9	\$340
	0-6	\$365
Willow Glen/Rosewood	85-100	\$222
	70-84	\$247
	0-69	\$257
Cedar Grove	36-44	\$410
	31-35	\$430
	0-30	\$470
<i>Sequoia Psychiatric Treatment Center</i>		\$435

B. COUNTY shall reimburse CONTRACTOR for an ancillary fee of Two Hundred Fifty Dollars (\$250) per day for required one-on-one client supervision to prevent hospitalization, injury and property damage. Written pre-authorization by the Mendocino County Director of Health Services or designee is required. Ancillary fee to be identified on monthly invoice (Not Medi-Cal reimbursable).

C. In instances where a Lanterman-Petris-Short conservatee has no income, resides at Redwood Creek, and the individual qualifies for Full Service Partnership or Behavioral Health Bridge Housing funds, COUNTY may, upon authorization by the Health Services Director or designee and subject to availability of funds, pay delinquent room and board costs or other amounts owed, until the individual obtains their income or is moved from Redwood Creek. The reimbursement rate is subject to annual adjustment by the Federal Government and State of California monthly board and care rate.

D. COUNTY shall reimburse CONTRACTOR for invoices for renewal of Conservatorship Declaration by Psychiatrist/Physician/Psychologist when the request for completion of the declaration and the amount charged by the Psychiatrist/Physician/Psychologist has been requested and authorized in writing in advance by the Mendocino County Director of Health Services or designee.

- E. CONTRACTOR shall submit client notes with invoices on a monthly basis to COUNTY. CONTRACTOR shall itemize invoice by Provider Site, Client, Date of Service, Current Procedural Terminology (CPT) Code and Rate.
- F. CONTRACTOR shall comply with Mental Health Plan (MHP), State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings. CONTRACTOR and MHP shall each be responsible for any audit exceptions or disallowances on their part. MHP shall not withhold payment from CONTRACTOR for exceptions or disallowances for which the MHP is financially responsible, consistent with Welfare and Institutions Code 5778 (b)(4).
- G. CONTRACTOR shall bill COUNTY on a monthly basis on an approved invoice (Attachment 2).
- H. CONTRACTOR shall submit invoices by the tenth (10th) of the month following the month during which services occurred. Invoices received after the tenth (10th) of the subsequent month will not be paid.
- I. CONTRACTOR shall send invoices to:

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

- II. If Cost Report Settlement is required, CONTRACTOR is responsible for the submission of all cost reports by October 31, 2026. Payment shall be required by MHP or CONTRACTOR within sixty (60) days of Settlement or as otherwise mutually agreed.
- III. The compensation payable to CONTRACTOR hereunder shall not exceed Eight Hundred Fifteen Thousand Dollars (\$815,000) for the term of this Agreement.

[END OF PAYMENT TERMS]