

**AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. MH-24-003**

This Amendment to Agreement No. MH-24-003 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **MENDOCINO COAST HOSPITALITY CENTER**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. MH-24-003 was entered into on July 1, 2024 (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 \$38,220.50 from \$18,586 to \$56,806.50; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add Outreach Specialist and Mental Health Rehab Specialist services, and update the Exhibit A, Definition of Services, and Exhibit B, Payment Terms, to reference these two positions.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Initial Agreement is hereby increased by \$38,220.50 from \$18,586 to \$56,806.50.
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 Initial 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: 9/4/24

Budgeted: No  
Budget Unit: 4050  
Line Item: 86-2189  
Org/Object Code: MHAS91  
Grant: Yes  
Grant No.: PATH

**COUNTY OF MENDOCINO**

By: [Signature]  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 09/24/2024

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
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: [Signature]  
Deputy 09/24/2024

**INSURANCE REVIEW:**

By: [Signature]  
Risk Management

Date: 08/26/2024

**CONTRACTOR/COMPANY NAME**

By: [Signature]  
Paul Davis, Executive Director

Date: 8/28/24

**NAME AND ADDRESS OF CONTRACTOR:**

MENDOCINO COAST HOSPITALITY CENTER  
101 North Franklin Street  
Fort Bragg, CA 95437  
707-961-0172  
paul@mendocinohc.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: [Signature]  
COUNTY COUNSEL

Date: 08/26/2024

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: [Signature]  
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# 25-30  
Mendocino County Business License: Valid ☐  
Exempt Pursuant to MCC Section: Non-Profit

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

- I. CONTRACTOR shall provide:
  - A. Direct services for individuals who have been diagnosed with a serious mental health diagnosis and who are residents of:
    - 1. The Homeless Shelter
    - 2. Transitional Housing
  - B. Outreach and supportive supervisory services to clients in order to maintain housing.
  - C. A staff person to serve as the Projects for Assistance in Transition from Homelessness (PATH) Coordinator.
    - 1. The PATH Coordinator will provide case management to individuals who have been diagnosed with a serious mental health diagnosis while in residence, to monitor their progress towards fulfilling their treatment plan. This may include client ancillary support such as transportation and other needs.
    - 2. The PATH Coordinator will assist target population individuals to obtain and utilize other vital services from community organizations.
    - 3. The PATH Coordinator will assist target population individuals in obtaining health and dental services, medications, and access to Substance Use Disorders Treatment (SUDT).
    - 4. The PATH Coordinator will facilitate client access to the Wellness Center group programming (at Mendocino Coast Hospitality Center).
  - D. The Outreach Specialist (OS) who will provide Street Outreach in the greater Fort Bragg area, targeting encampments, emergency shelters, food banks, and other areas known to have high homeless populations. The Outreach Specialist will determine eligibility for PATH and conduct enrollments or facilitate the PATH Coordinator (PC) conducting the enrollment.
  - E. The Mental Health Rehab Specialist who will provide one-on-one skills building sessions with PATH clients with a focus on overcoming barriers to permanent housing and employment.
  - F. Support and supervision of the PATH Coordinator, Outreach Specialist, and Mental Health Rehab Specialist by the Executive Director of Mendocino Coast Hospitality Center.

- II. In carrying out the Scope of Work 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 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 contract by the COUNTY with a forty-five (45) day written notice.
- III. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- IV. 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.
- V. 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 will pay CONTRACTOR as per the following instructions:
  - A. Payments for this Agreement are contingent on the COUNTY being awarded the Projects for Assistance in Transition from Homelessness (PATH) Grant by the Department of Health Care Services (DHCS) for Fiscal Year (FY) 24-25.
  - B. COUNTY shall act only as the fiscal intermediary between CONTRACTOR and DHCS for fund payments. Payments for all services provided pursuant to this Agreement are contingent upon the award and continued availability of funds granted to COUNTY by DHCS for FY 24-25. 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, therefore.
  - C. 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.
  - D. CONTRACTOR shall submit monthly reports and invoices to the COUNTY using the Sample Invoice included in this Agreement (Attachment 1). Invoices are due by the tenth (10<sup>th</sup>) of the month following the month of services. All invoices shall clearly reflect and, in reasonable detail, give information regarding the services invoiced. CONTRACTOR will document all time for PATH services on a time sheet to be submitted with the coordinating month's invoice. Invoices not received within thirty (30) days will not be honored. Invoices will not be paid by COUNTY unless and until awarded the PATH Grant by DHCS for FY 24-25.
  - E. CONTRACTOR will submit itemized invoices to:

Behavioral Health & Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482  
Attn: Jenine Miller

F. Budget:

**STAFFING**

PATH Coordinator	\$17,245
Executive Director	\$9,905
Outreach Specialist	\$5,903
MH Rehab Specialist	\$8,303
Benefits	\$9,078
Subtotal Staffing	<b>\$50,434</b>

**SUPPLIES**

Office Supplies	\$1,000
Operating Supplies	\$500
Subtotal Supplies	<b>\$1,500</b>

**Travel**

Employee Mileage	\$372.50
Subtotal Supplies	<b>\$372.50</b>

**OTHER EXPENSES**

Client Needs (transport and other needs)	\$2,500
Outreach Supplies	\$2,000
Subtotal Other Expenses	<b>\$4,500</b>

<b>Annual Total</b>	<b>\$56,806.50</b>
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- II. Payments under this Agreement shall not exceed Fifty-Six Thousand Eight Hundred Six Dollars and Fifty Cents (\$56,806.50) for the term of this Agreement.

[END OF PAYMENT TERMS]