

**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS 22-127**

This Amendment to Agreement No. BOS 22-127 is entered into this 6th day of June, 2023, 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".

WHEREAS, Agreement No. BOS 22-127 was entered into on 7/1/2022; 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 COUNTY to increase the total contracted amount set out in the original Agreement No. BOS 22-127 from \$63,430 to \$64,071; and

WHEREAS, it is the desire of the CONTRACTOR and COUNTY to replace the Exhibit B, Payment Terms, set out in the original Agreement No. BOS 22-127 with a new Exhibit B attached herein.


NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the original Agreement No. BOS 22-127 is hereby increased from \$63,430 to \$64,071.
2. The Exhibit B, Payment Terms, set out in the original Agreement No. BOS 22-127 is hereby replaced with a new Exhibit B attached herein.

All other terms and conditions of Agreement No. BOS 22-127 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
Jenine Miller, Psy.D., BHRS Director

Date: 3/30/23

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-2189; MHAS92
Org/Object Code:
Grant: Yes
Grant No.: 93.958


COUNTY OF MENDOCINO

By: 
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 06/06/2023


ATTEST:

DARCIE ANTLE, Clerk of said Board

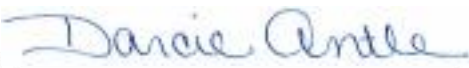
By: 
Deputy 06/06/2023

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 06/06/2023

INSURANCE REVIEW:

By: 
Risk Management

Date: 03/15/2023

CONTRACTOR/COMPANY NAME

By: 
Paul Davis, Executive Director

Date: 4/4/2023

NAME AND ADDRESS OF CONTRACTOR:

MENDOCINO COAST HOSPITALITY CENTER
101 N. Franklin Street
Fort Bragg, CA 95437
707-961-0172 x1100
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:

CHRISTIAN M. CURTIS,
County Counsel

By: 
Deputy

Date: 03/15/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 03/15/2023

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

Exception to Bid Process Required/Completed ☐ EB# 22-128

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Nonprofit

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

1. Payments for this Agreement are contingent on the COUNTY being awarded the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant by the Department of Health Care Services for fiscal year 22-23.
2. COUNTY shall act only as the fiscal intermediary between CONTRACTOR and the Department of Health Care Services 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 the Department of Health Care Services. Should funding be denied, reduced or terminated by the Department of Health Care Services, COUNTY may require the reduction of service levels, other program adjustments, and/or cancellation of this Agreement without incurring legal liability therefore.
3. 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.
4. 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 1).
5. CONTRACTOR shall provide a copy of all required receipts for eligible travel expenses to be submitted with the Sample Invoice to the COUNTY for reimbursement.
 - a. Contractor shall document all time spent on Mental Health Block Grant (MHBG) specific services or functions, which will be reflected on a timesheet.
6. 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, 2023. Invoices will not be paid by COUNTY unless and until it is awarded the SAMHSA Grant by the Department of Health Care Services for fiscal year 22-23.
7. 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 that no further payments are due or outstanding.

8. 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.
9. CONTRACTOR will submit itemized invoices to:

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

10. Budget

a. Staffing

Executive Director (FTE 0.22)	\$17,604
Voc. & Emp. Training Program Manager (FTE 0.778)	\$43,688
Sub Total Staffing	\$61,292

b. Other Expenses

Insurance	\$720
Utilities, Internet, Phone	\$900
Operating Supplies	\$941
Travel – Per Diem, Mileage & Vehicle Rental/Lease 100 miles/month @0.58/Mile	\$218
Sub Total Other Expenses	\$2,779

Annual Total	\$64,071
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The compensation payable to CONTRACTOR hereunder shall not exceed Sixty-Four Thousand Four Hundred Seventy-One Dollars (\$64,071) for the term of this Agreement.

[END OF PAYMENT TERMS]