

BOS AGREEMENT NO. _____

AMENDMENT #1

Original Agreement No.	BOS-24-120
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**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-120**

This Amendment to Agreement No. BOS-24-120 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. BOS-24-120 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 \$10,571 from \$52,859 to \$63,430;

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms, to reflect the amount increase.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Initial Agreement is hereby increased by \$10,571 from \$52,859 to \$63,430.
2. The Exhibit B, Payment Terms, set out in the Initial 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: 3/27/25

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

COUNTY OF MENDOCINO

By: JOHN HASCHAK, 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: 03/25/2025

CONTRACTOR/COMPANY NAME

By: [Signature]
Paul Davis, Executive Director

Date: 3/25/25

NAME AND ADDRESS OF CONTRACTOR:

Mendocino Coast Hospitality Center
101 N. Franklin Street
Fort Bragg, CA 95437
707-961-0172 x1100
paul@mendocinochc.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: 03/25/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 03/25/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ RFP# 010-024
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT B

PAYMENT TERMS

- I. 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 (DHCS) for fiscal year 2024-25.
 2. 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 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 Agreement period, CONTRACTOR shall provide ongoing services under the terms of this Agreement through the end of the Agreement 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 sixty (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, 2025. Invoices will not be paid by COUNTY unless and until it is awarded the SAMHSA Grant by DHCS for fiscal year 2024-25.
 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:

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

10. Budget

a. Staffing

Executive Director (FTE 0.190)	\$16,840
Vocational and Employment Training Staff (FTE 0.686)	\$43,760
Sub Total Staffing	\$60,600

b. Other Expenses

Liability Insurance	\$780
Utilities, Internet, Phone	\$960
Operating Supplies	\$900
Travel – Per Diem, Mileage & Vehicle Rental/Lease up to 100 miles/month @0.67/Mile	Up to \$190
Sub Total Other Expenses	\$2,830

Annual Total	\$63,430
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II. The compensation payable to CONTRACTOR hereunder shall not exceed Sixty-Three Thousand Four Hundred Thirty Dollars (\$63,430) for the term of this Agreement.

[END OF PAYMENT TERMS]