

BOS AGREEMENT NO. _____

AMENDMENT #1

Original Agreement No.	BOS-24-102
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**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-102**

This Amendment to Agreement No. BOS-24-102 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **MCAVHN Care and Prevention Network**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-102 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 extend the termination date from June 30, 2025 to June 30, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$306,000 from \$100,000 to \$406,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to replace the Exhibit A, Definition of Services set out in the Initial Agreement with a new Exhibit A-1, Definition of Services – Syringe Service Program; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add an Exhibit A-2, Definition of Services – Hepatitis C Virus to the Initial Agreement; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to replace the Exhibit B, Payment Terms set out in the Initial Agreement with a new Exhibit B-1, Payment Terms – Syringe Service Program; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add an Exhibit B-2, Payment Terms - Hepatitis C Virus to the Initial Agreement.

NOW, THEREFORE, we agree as follows:


1. The termination date set out in the Initial Agreement is hereby extended from June 30, 2025 to June 30, 2026.

2. The total contracted amount set out in the Initial Agreement is hereby increased by \$306,000 from \$100,000 to \$406,000.
3. The Exhibit A, Definition of Services, set out in the Initial Agreement is hereby replaced in its entirety, and a new Exhibit A-1, Definition of Services - Syringe Service Program is attached herein.
4. Exhibit A-2, Definition of Services - Hepatitis C Virus is hereby incorporated into the Initial Agreement, and is attached herein.
5. The Exhibit B, Payment Terms, set out in the Initial Agreement is hereby replaced in its entirety, and a new Exhibit B-1, Payment Terms - Syringe Service Program is attached herein.
6. Exhibit B-2, Payment Terms - Hepatitis C Virus is hereby incorporated into the Initial Agreement, and 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: 
Jennie Miller, Psy.D.,
Director of Health Services

Date: 4/18/25

Budgeted: Yes
Budget Unit: 4010, 4013, 4035
Line Item: 86-2189
Org/Object Code: PHCPREV, PNCDIZ,
PNHCV, HSPREV, HSPRV, HSCD, HSHCV
Grant: Yes
Grant No.: 24-HCV27

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

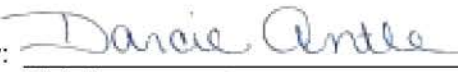
By: _____
Deputy

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: 
Risk Management

Date: 04/01/2025

CONTRACTOR/COMPANY NAME

By:  4/16/25
Joanna Olson, Executive Director

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

MCAVHN Care and Prevention Network
138 Clara Avenue
Ukiah, CA 95482
707-272-9251
joanna@mcavhncares.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: 
COUNTY COUNSEL

Date: 04/01/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 04/01/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed RFP# 065-23
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT A-1

DEFINITION OF SERVICES – SYRINGE SERVICE PROGRAM

- I. As per the County of Mendocino Department of Public Health (PH) and Guidelines provided by the California Department of Public Health's (CDPH) Syringe Exchange Certification Program, CONTRACTOR shall:
 - A. Complete regular primary syringe exchange in strategic locations county-wide.
 - B. Deliver harm reduction education, safe injection equipment, and overdose prevention and reversal information.
 - C. Conduct Naloxone and Narcan trainings and distribute to community members county-wide.
 - D. Educate, counsel and test individuals with Human Immunodeficiency Virus (HIV), link them to confirmatory testing and treatment services, and support their ongoing engagement in healthcare.
 - E. Provide pre-arranged deliveries of new syringes and pick up of used syringes with people who inject drugs (PWID), utilizing best practices affirmed by CDPH and PH.
 - F. Collect used syringes in multiple locations county-wide. CONTRACTOR will utilize connections with the Safe Rx Coalition to make Memorandums of Understanding with multiple locations county-wide for the collections of used syringes. The locations will include: Mendocino County Public Health/Fort Bragg-Avila Building, Long Valley Health Center, Yuki Trails in Covelo, Sherwood Valley Band of Pomo Indians, Hopland Band of Pomo Indians, Pinoleville Pomo Nations, Coyote Valley Casino, Mendocino County Public Health offices in Fort Bragg, Mendonoma in Gualala, and other pre-arranged high-risk locations.
 - G. Coordinate with Mendonoma and other members of the Safe RX Coalition to train employees and to coordinate efforts; meet monthly to discuss testing, referrals, linkages, and treatment needs for local community members. This will also provide the opportunity for local collection of used syringes and distribution of necessary harm reduction materials through local partners.
 - H. Engage PWID with the intent of linking them with substance abuse treatment services, and assessing their other medical, mental health or social needs. Engagement may include referring and linking PWID to medical, Mental Health, Substance Use Disorder Treatment (SUDT), and other necessary services. Such services may include those provided through Social Services' Whole Person Care Program; Specialty Mental Health Services; services provided at Mendocino Community Health Clinic for HIV and Medication-Assisted-Treatment (MAT); services provided at Mendocino Coast Clinic; and services provided by other applicable health

clinics and health care providers.

- I. Maintain the program capacity to directly engage and enter clients who are experiencing homelessness into the Homeless Management Information System (HMIS) and Coordinated Entry procedure to apply for permanent housing opportunities and procure housing for the hardest-to-place persons throughout the county. As opportunities are identified, these individuals are prioritized by their overall vulnerability. CONTRACTOR will ensure co-location and coordination with Building Bridges as the only day resource center for those experiencing homelessness in Ukiah.
 - J. Provide outreach and engagement services throughout the county as detailed in the sample monthly schedule (Attachment 1). The days of the week will be consistent, so community members know when to expect CONTRACTOR staff to receive supplies, testing, and possible transportation to necessary services.
 - K. Work with the County of Mendocino Health Officer and the Safe Rx Coalition, to offer and deliver services to county tribal entities that are open to training and other harm reduction services. CONTRACTOR will continue to develop positive working relationships with tribal entities in the county. CONTRACTOR will work with the homeless resource center, Building Bridges, to offer and deliver services to individuals accessing the center.
 - L. Maintain compliance, and require affiliates to maintain compliance, with California Code of Regulations Title 22, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPAA) regulations, State and Federal laws and other COUNTY requirements for client confidentiality and record security.
- II. For invoicing and reporting requirements, CONTRACTOR shall:
- A. Collect essential data for the COUNTY, all material funders, and CDPH. Examples of data collection will include, but not be limited to demographic details and zip code information; number of overdose prevention trainings; number of naloxone kits distributed as well as any noted reversals; number of referrals and ultimate linkages made, and type of services delivered. Follow up will be conducted as allowed. This data will be submitted monthly along with invoices (Attachment 2).
 - B. Submit mileage logs with the monthly invoice when billing for mileage. Travel documentation must include a trip log showing the following information for each trip: date of travel, name of traveler, purpose of trip, from and to locations, and number of miles.
 - C. Submit monthly invoices that include success stories.

III. Additional requirements:

- A. CONTRACTOR shall meet all Medi-Cal mandates, including Medi-Cal billing and service provision requirements. Payment for services provided under this Agreement shall not be earned or payable activities otherwise coverable or directly reimbursable by Medi-Cal.
- B. CONTRACTOR shall ensure that all payments provided under this Agreement do not duplicate payments for any Medi-Cal Targeted Case Management services paid to CONTRACTOR by COUNTY.
- C. CONTRACTOR shall apply for funding through any Request for Application (RFA) issued by CDPH or other grant funding as requested by PH to subsidize or match funds provided by PH for this project.

IV. In carrying out the Definition of Services contained in this Exhibit A-1, 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 (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 contract by the COUNTY with a forty-five (45) day written notice.

[END OF DEFINITION OF SERVICES – SYRINGE SERVICE PROGRAM]

EXHIBIT A-2

DEFINITION OF SERVICES – HEPATITIS C VIRUS

- I. As per the County of Mendocino Department of Public Health (PH) and Guidelines provided by the California Department of Public Health's (CDPH) Hepatitis C Virus (HCV) Prevention and Collaboration Allocations Program, CONTRACTOR shall:
 - A. Complete regular primary syringe exchange in strategic locations county-wide.
 - B. Deliver harm reduction education, safe injection equipment, and drug use reversal information.
 - C. Complete core hepatitis C surveillance activities, ensuring completeness and accuracy of key data variables when reported by provider or through case investigations.
 - D. Conduct timely investigations of all HCV cases according to local protocol and CDPH.
 - E. Complete case follow-ups for suspected cases of perinatal hepatitis C; people with HIV/HCV coinfection; people with HBV/HCV; persons 15-39 years of age; pregnant people; women of childbearing age (12-44); people who can become pregnant; and people with ongoing risk factors.
 - F. Educate, counsel and test individuals for HCV, link them to confirmatory testing and treatment services, and support their ongoing engagement in healthcare.
 - G. Coordinate with Mendocino, and other members of the Safe RX Coalition to train employees and to coordinate efforts; meet monthly to discuss testing, referrals, linkages, and treatment needs for local community members.
 - H. Attend virtual or in-person meetings with other Local Health Jurisdictions (LHJs) or Community-Based Organizations (CBOs) participating in HCV activities to discuss and share successes, and lessons learned.
 - I. Engage people who inject drugs (PWID) with the intent of linking them with substance abuse treatment services, and assessing their other medical, mental health or social needs. Engagement may include referring and linking PWID to medical, Mental Health, Substance Use Disorder Treatment (SUDT), and other necessary services. Such services may include those provided through Social Services' Whole Person Care Program; Specialty Mental Health Services; services provided at Mendocino County Substance Abuse Programs.
 - J. Maintain compliance, and require affiliates to maintain compliance, with California Code of Regulations Title 22, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPAA) regulations, State

and Federal laws and other COUNTY requirements for client confidentiality and record security.

II. For invoicing and reporting requirements, CONTRACTOR shall:

- A. Collect essential data for the COUNTY, all material funders, and CDPH. Examples of data collection will include, but not be limited to, demographic details and zip code information, number of syringes distributed and collected, number of referrals and ultimate linkages made, and type of HCV services delivered. Follow up will be conducted as allowed. This data will be submitted monthly along with invoices (Attachment 2).
- B. Submit mileage logs with the monthly invoice when billing for mileage. Travel documentation must include a trip log showing the following information for each trip: date of travel, name of traveler, purpose of trip, from and to locations, and number of miles.
- C. Submit monthly invoices that include success stories.

III. Additional requirements:

- A. CONTRACTOR shall meet all Medi-Cal mandates, including Medi-Cal billing and service provision requirements. Payment for services provided under this Agreement shall not be earned or payable for activities otherwise coverable or directly reimbursable by Medi-Cal.
- B. CONTRACTOR shall ensure that all payments provided under this Agreement do not duplicate payments for any Medi-Cal Targeted Case Management services paid to CONTRACTOR by COUNTY.
- C. CONTRACTOR shall apply for funding through any Request for Application (RFA) issued by CDPH or other grant funding as requested by PH to subsidize or match funds provided by PH for this project.

IV. In carrying out the Definition of Services contained in this Exhibit A-2, 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 (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 contract by the COUNTY with a forty-five (45) day written notice.

[END OF DEFINITION OF SERVICES - HEPATITIS C VIRUS]

EXHIBIT B -1

PAYMENT TERMS - SYRINGE SERVICE PROGRAM

I. COUNTY will pay CONTRACTOR as per the following instructions:

A. CONTRACTOR will submit monthly itemized invoices to County of Mendocino Department of Public Health per the following budget:

Syringe Service Program 24-25		
Executive Director	70 hours at \$55 per hour	\$3,850.00
CFO (data conversion to Redcap)		
Program Manager(.1fte)	253.76 hours at \$31.50 per hour	\$7,993.44
HR Navigator (1fte)	2080 hours at \$22 per hour	\$55,827.20
HR Navigator (.5 fte)		
Syringes, and other harm reduction materials (Narcan, Naloxone not provided by other grants, Stericycle for sharps collection and disposal, Sharps Safety Containers, Biohazard bags, HIV and HCV tests not covered by CDPH)		\$20,579.36
Mileage at .70 per mile		\$1,750.00
Indirect		\$10,000.00
Totals		\$100,000.00

Chart - FY25.26 Non-HCV Budget

FY25.26 Non-HCV Activities Budget Request					
Personnel					
Position	Hourly Rate	Benefits	Weighted Hourly	Hours	Cost
Executive Director	\$55.00		\$55.00	70	\$3,850.00
Program Manager	\$32.50	0.22	\$39.65	416	\$16,494.40
Harm Reduction Navigator	\$22.50	0.22	\$27.45	2080	\$57,096.00
Other, please specify			-		-
Supplies					
Supplies, such as: Syringes Harm Reduction Materials (Narcan, Naloxone not purchased by CDPH or other grants, Stericycle for sharps collection and disposal, Sharps Safety Containers, Biohazard bags) Supplies used for conducting trainings and other educational materials					\$11,159.60
Mileage					
Mileage @ current federal GSA per diem rate					\$1,400.00
Administration					
Indirect cost @ 11% up to \$10,000					\$10,000.00
Total:					\$100,000.00

**FY25.26 Non-HCV
Allocation: \$100,000**

B. Invoices will be sent to:

County of Mendocino
Department of Public Health
Attn: Jenine Miller
1120 South Dora Street Ukiah, CA 95482
slatera@mendocinocounty.gov

II. Payments under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000) for services as outlined in Exhibit A-1, from July 1, 2024 through June 30, 2026.

[END OF PAYMENT TERMS - SYRINGE SERVICE PROGRAM]

EXHIBIT B-2

PAYMENT TERMS – HEPATITIS C VIRUS

V. County will pay CONTRACTOR as per the following instructions:

A. CONTRACTOR will submit monthly itemized invoices to County of Mendocino Department of Public Health per the following budget:

FY 24.25 HCV Budget

FY24.25 HCV Budget Request			
Personnel			
Position	Hourly Rate	Hours	Cost
Executive Director	\$55.00	144	\$7,920.00
Program Manager	\$31.50	520	\$19,983.60
Harm Reduction Navigator	\$22.00	780	\$20,935.20
CFO	\$45.00	120	\$ 5,400.00
Supplies			
Supplies, such as: Syringes; Stericycle sharps collections and disposal; Wound Care kits (antibiotic ointment, bandages, gauze, medical tape); Safer injection supplies (alcohol wipes, cottons, and tourniquets); Drug checking supplies (fentanyl, xylazine test strips); Rapid test kits and controls for HCV, HIV, Syphilis; PPE (masks, face shields) for employees collecting needles; Sharps Safety Containers; Biohazard Bags			\$33,161.20
Mileage			
Mileage @ current federal GSA per diem rate			\$5,600.00
Administration			
Indirect cost @ 11% up to \$10,000			\$10,000.00
Total:			\$103,000.00

**FY24.25 HCV
Allocation:**

\$103,000

FY 25.26 HCV Budget

FY25.26 HCV Budget Request			
Personnel			
Position	Hourly Rate	Hours	Cost
Executive Director	\$55.00	70	\$3,850.00
Program Manager	\$32.50	416	\$16,494.40
Harm Reduction Navigator(1.5 persons)	\$22.50	2080	\$57,096.00
			-
Supplies			
Supplies, such as: Syringes; Stericycle sharps collections and disposal; Wound Care kits (antibiotic ointment, bandages, gauze, medical tape); Safer injection supplies (alcohol wipes, cottons, and tourniquets); Drug checking supplies (fentanyl, xylazine test strips); Rapid test kits and controls for HCV, HIV, Syphilis; PPE (masks, face shields) for employees collecting needles; Sharps Safety Containers; Biohazard Bags			\$15,559.60
Mileage			
Mileage @ current federal GSA per diem rate			
Administration			
Indirect cost @ 11% up to \$10,000			\$10,000.00
Total:			\$103,000.00

**FY25.26 HCV
Allocation:**

103,000

B. Invoices will be sent to:

County of Mendocino
Department of Public Health
Attn: Jenine Miller
1120 South Dora Street
Ukiah, CA 95482
slatera@mendocinocounty.gov

C. Payments under this Agreement shall not exceed Two Hundred Six Thousand Dollars (\$206,000) for services as outlined in Exhibit A-2, from July 1, 2024, through June 30, 2026.

[END OF PAYMENT TERMS - HEPATITIS C VIRUS]