

BOS AGREEMENT NO. _____

AMENDMENT #1

Original Agreement No.	BOS-25-043
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**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-25-043**

This Amendment to Agreement No. BOS-25-043 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-25-043 was entered into on July 1, 2025 (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 \$99,088.50 from \$56,806.50 to \$155,895; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update Exhibit A, Definition of Services set out in the Initial Agreement to include Case Manager services; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update Exhibit B, Payment Terms set out in the Initial Agreement to update the budget line items and 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 \$99,088.50 from \$56,806.50 to \$155,895.
2. The Exhibit A, Definition of Services, set out in the Initial Agreement is hereby altered, and a new Exhibit A is attached herein.
3. 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: 
Jenine Miller, Psy.D.,
Director of Health Services

Date: 9/2/25

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

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: 08/20/2025

CONTRACTOR/COMPANY NAME

By: 
Paul Davis, Executive Director

Date: 8/20/25

NAME AND ADDRESS OF CONTRACTOR:

MENDOCINO COAST HOSPITALITY CENTER
101 North Franklin Street
Fort Bragg, CA 95437
707-961-0172
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: 
COUNTY COUNSEL

Date: 08/20/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 08/20/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 26-12
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT A

DEFINITION OF SERVICES

- I. CONTRACTOR shall provide the following:
 - 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, and a staff person to serve as the PATH Case Manager. The Coordinator and Case Manager positions shall:
 - 1. 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. Assist target population individuals to obtain and utilize other vital services from community organizations.
 - 3. Assist target population individuals in obtaining health and dental services, medications, and access to Substance Use Disorders Treatment (SUDT).
 - 4. Facilitate client access to the Wellness Center group programming (at Mendocino Coast Hospitality Center).
 - D. An Outreach Specialist 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 conducting the enrollment.
 - E. A 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 Definition of Services 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 (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.
- 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 shall pay CONTRACTOR as per the following instructions:
 - A. Payments for this Agreement are contingent on 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) 2025-26.
 - 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 2025-26. 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 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.
 - D. CONTRACTOR shall submit monthly reports and invoices on the provided Attachment 1. Invoices are due by the tenth (10th) of the month following the month of services. All invoices shall clearly reflect and, in reasonable detail, give information regarding the services invoiced. CONTRACTOR shall 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 shall not be honored. Invoices shall not be paid by COUNTY unless and until awarded the PATH Grant by DHCS for FY 2025-26.
 - E. CONTRACTOR shall submit itemized invoices to:

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

F. Budget:

STAFFING

PATH Coordinator	\$30,439
Executive Director	\$29,387
Outreach Specialist	\$17,557
MH Rehab Specialist	\$24,668
PATH Case Manager	\$15,071
Benefits	\$21,521
Subtotal Staffing	\$138,643

SUPPLIES

Office Supplies	\$2,751
Operating Supplies	\$1,500
Subtotal Supplies	\$4,251

Travel

Employee Mileage	\$1,501
Subtotal Travel	\$1,501

OTHER EXPENSES

Client Needs (transport and other needs)	\$6,500
Outreach Supplies	\$5,000
Subtotal Other Expenses	\$11,500

Annual Total	<u>\$155,895</u>
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- II. The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Fifty-Five Thousand Eight Hundred Ninety-Five Dollars (\$155,895) for the term of this Agreement.

[END OF PAYMENT TERMS]