

AMENDMENT #2

Original Agreement	BOS-23-031
Amendment 1	PH-23-012

**SECOND AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. BOS-23-031**

This second Amendment to Agreement No. BOS-23-031 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **CHARLES EVANS, MD**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-23-031 was entered into on January 1, 2023 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. BOS-23-031 was entered into on August 16, 2023 (the "First Amendment") updating the Exhibit B, Payment Terms; and

WHEREAS, the Initial Agreement and First Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this second Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from December 31, 2025 to December 31, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$60,000 from \$150,000 to \$210,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit A, Definition of Services, to remove mention of the Work Force Development Grant in section II.; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms to 1) increase the Tuberculosis Control Officer activities hourly rate from \$125 to \$150; 2) increase the Deputy Public Health Officer duties hourly rate from \$125 to \$150; 3) specify an hourly rate of \$150 for any additional hours requested for Deputy Public Health Officer services; 4) and reflect the total amount increase.


NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from December 31, 2025 to December 31, 2026.
2. The total contracted amount set out in the Agreement is hereby increased by \$60,000 from \$150,000 to \$210,000.
3. The Exhibit A, Definition of Services is hereby updated, and a new Exhibit A is attached herein.
4. The Exhibit B, Payment Terms is hereby updated, and a new Exhibit B is attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**


**DEPARTMENT FISCAL REVIEW:**

By:   
Jerine Miller, Psy.D.,  
Director of Health Services

Date: 7/28/25

Budgeted: Yes  
Budget Unit: 4035, 4071  
Line Item: 86-2189  
Org/Object Code: IG, HSCD, HSIKD  
Grant: No  
Grant No.: 'N/A'


**COUNTY OF MENDOCINO**

By:   
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 09/09/2025


**ATTEST:**

DARCIE ANTLE, Clerk of said Board

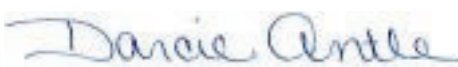
By:   
Deputy 09/09/2025

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 09/09/2025

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 06/23/2025

**CONTRACTOR/COMPANY NAME**

By:   
Charles Evans, MD

Date: July 24, 2025

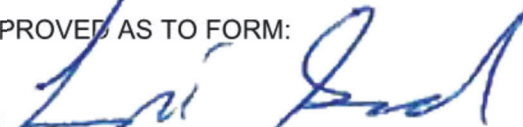
**NAME AND ADDRESS OF CONTRACTOR:**

CHARLES EVANS, MD  
9101 West Dry Creek Road  
Healdsburg, CA 95448  
707-321-8210  
drcevans@comcast.net

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: 06/23/2025

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO or Designee

Date: 06/23/2025

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

**Exception to Bid Process Required/Completed** ☒ EB#

**Mendocino County Business License:** Valid ☐

**Exempt Pursuant to MCC Section:** Located outside of Mendocino County



## **EXHIBIT A**

### **DEFINITION OF SERVICES**

- I. CONTRACTOR shall provide the following for the Tuberculosis program:
  1. Assume responsibilities as the Tuberculosis (TB) Control Officer for Mendocino County Public Health thereby following:
    - a. Orders, ordinances and statutes pertaining to TB and public health.
    - b. Orders, quarantines, and other regulations and rules prescribed by the California Department of Public Health.
  2. Enforce health regulations applicable to a public health emergency as established by Federal, State, and County statute, regulation and/or policy.
  3. Investigate causes of TB disease epidemic and direct measure to ameliorate that epidemic.
  4. Consult with physicians in the diagnosis and investigation of a suspected TB or Communicable Disease (CD) epidemic.
  5. Provide medical consultation to TB and CD clinic staff. This medical consultation will be by telephone unless CONTRACTOR deems physical presence medically necessary.
  6. Provide preliminary reviews of TB x-rays for work clearance and provide prescriptions as medically indicated for TB clinic.
  7. Assess patients with active TB and new prospects for Isoniazid (INH) prophylaxis.
  8. Sign off on patient charts that are being monitored by Public Health nursing staff for compliance and adverse reactions to medication, to include patients who may have active disease as well as those on INH prophylaxis.
  9. Advocate with private physicians to promote optimal therapy according to standards promoted by the California Department of Public Health and California Tuberculosis Controllers Association.
  10. Assist in the development and approval of standing orders and Policies and Procedures related to TB control.

11. With prior approval CONTRACTOR will attend applicable TB related conference(s).

II. CONTRACTOR shall assume responsibility as the Disease Intervention Specialist (DIS) for Mendocino County thereby performing the following activities:

1. Enforce health regulations applicable to a public health emergency as established by Federal, State, and County statutes, regulations, and/or policy.
2. Investigate causes of disease, epidemic, and direct measures to ameliorate that epidemic.
3. Consult with physicians in the diagnosis and investigation of a suspected CD epidemic.
4. Provide a preliminary review of CDs and medical consultation as needed to CD clinic staff.
5. Advocate with private physicians to promote optimal therapy according to standards promoted by the California Department of Public Health.

III. CONTRACTOR shall provide the following as the Deputy Public Health Officer:

1. Upon request, serve in the capacity of Deputy Public Health Officer (PHO) including CD activities for the County of Mendocino.
2. Meet quarterly with the Mendocino County Public Health Officer. These meetings may be held face-to-face, via video conferencing or telephone.
3. Serve as the Medical & Health Operational Area Coordinator (MHOAC) in the event of a disaster or emergency public health CD related incidence.
4. Upon request, assess and report on the health of the County, using accepted epidemiological methods and information received as a result of mandated disease reporting statutes.
5. Provide medical expertise for mandated health protection including CD and chronic disease, as requested.
6. At the request of the County's Public Health Officer and/or Board of Supervisors, act as a medical consultant in matters of assessment. Policy development, assurance and priority setting related to health.

[END OF DEFINITION OF SERVICES]

## **EXHIBIT B**

### **PAYMENT TERMS**

- I. COUNTY will pay CONTRACTOR as per the following instructions:
  1. COUNTY will pay CONTRACTOR for up to five hours and twelve minutes (5.2) hours of professional service per week (average over duration of contract) for TB Control Officer activities, including phone consultation, at the rate of One Hundred Fifty Dollars (\$150) per hour of service.
  2. In addition to TB Control Officer activities, COUNTY will pay CONTRACTOR for up to ten (10) hours of service per month for Deputy Public Health Officer duties including CD and DIS duties at a rate of One Hundred Fifty Dollars (\$150) per hour.
  3. In the event that services as the Deputy Public Health Officer are requested beyond ten (10) hours per month, additional hours will be paid at CONTRACTOR's rate of One Hundred Fifty Dollars (\$150) per hour.
  4. Payment for registration, travel, and meals shall be made for CONTRACTOR to attend TB related conferences that receive prior authorization by, or person acting in the capacity of the Public Health Director.
- II. Payments under this Agreement shall not exceed Two Hundred Ten Thousand Dollars (\$210,000) for the term of the Agreement.

[END OF PAYMENT TERMS]