

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 21-031**

This Amendment to BOS Agreement No. 21-031 is entered into this 20TH day of APRIL, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Mendocino County AIDS/Viral Hepatitis Network (MCAVHN)**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-031 was entered into on November 1, 2020; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original BOS Agreement No. 21-031, from June 30, 2021 to September 30, 2021; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the original BOS Agreement No. 21-031, from \$19,200 to \$35,200; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to replace the Exhibits A and B set out in the original BOS Agreement No. 21-031; and

WHEREAS, CONTRACTOR will continue to provide on-site case management support to high-risk individuals and families experiencing homelessness through Project Roomkey during the COVID-19 Pandemic.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original BOS Agreement No. 21-031 will be extended from June 30, 2021 to September 30, 2021.
2. The amount set out in the original BOS Agreement No. 21-031 will be increased from \$19,200 to \$35,200.
3. The Definition of Services and Payment Terms, Exhibits A and B, have been altered and new Exhibits are attached herein.

All other terms and conditions of BOS Agreement No. 21-031 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Bekkie J. Emery
Bekkie Emery, HHS Assistant Director

Date: Mar 31, 2021

Budgeted: ☐ Yes ☒ No

Budget Unit: 0446

Line Item: 86-2189

Org Code: VRES39

Grant: ☒ Yes ☐ No

Grant No.: 20-ESGCV1-00039

CONTRACTOR/COMPANY NAME:

By: Libby Guthrie
Libby Guthrie, Executive Director

Date: 3/28/21

NAME AND ADDRESS OF CONTRACTOR:

MCAVHN
148 Clara Ave.
Ukiah, CA 95482

707-462-1932; libbyguthrie@yahoo.com

COUNTY OF MENDOCINO

By: DAN GJERDE
DAN GJERDE, Chair
BOARD OF SUPERVISORS **APR 22 2021**

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap
Deputy

APR 22 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Charlotte Scott
Deputy

By: Amap
Deputy

INSURANCE REVIEW:

APR 22 2021

By: Amie D. Peller
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Darlene Cendle
Deputy CEO

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB 21-155
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: 501(c)(3)

EXHIBIT A

DEFINITION OF SERVICES

I. Overview of Project RoomKey – Mendocino County

- A. Overview: The Pandemic Prevention Motel Voucher (aka Project RoomKey) program offers access to motel rooms for high-risk individuals and vulnerable families during the Shelter-in-Place order. The intention is to help prevent community spread by allowing high-risk homeless individuals to shelter-in-place.

Note: This program is NOT designed to accommodate individuals who are required by the Communicable Diseases Section to be isolated or quarantined.

- B. Target population: Individuals who are high-risk for severe illness from COVID-19 (per CDC guidelines), as well as specific vulnerable populations:
- a. People aged 65 or older
 - b. People suffering from chronic lung disease, moderate to severe asthma, or serious heart conditions
 - c. People who are immunocompromised including cancer treatment
 - d. People of any age with severe obesity or poorly controlled diabetes, renal failure, or liver disease.
 - e. Families with children who are experiencing street-level homelessness
 - f. People fleeing domestic violence

II. CONTRACTOR shall:

- A. Provide on-site case management to participants in Project RoomKey in Ukiah while FEMA or other COVID-19 relief funds are available to Mendocino County for reimbursement of the Project RoomKey costs.
- B. Ensure completion of Intake and Exit packets with each client. Intake packets include behavior contract, Homeless Management Information System (HMIS) data collection form, and self-certification medical form. Packets are to be completed and returned to COUNTY staff on day of entrance to program. Exit packets are to be completed upon exit from Project RoomKey, consisting only of the HMIS Exit form.
- C. Ensure that a case manager visits client at least three times per week for a check-in with client, and to observe client compliance of rules outlined in their behavior contract.

- D. Work collaboratively with motel staff to make sure that client's motel housekeeping needs are met, arrange reservations and extensions, and address client or motel concerns immediately and report to County staff.
- E. Coordinate with referring agency to ensure all of the support services that the referring agency agreed to at intake are addressed.
- F. Alert county staff of any behavior issues that are problematic and violate client's behavior contract. Alert county staff of any action that is taken by motel staff in response to behavior contract violations.
- G. Immediately call Mendocino County Public Health Department upon receiving knowledge that any client in Project RoomKey has had exposure to COVID-19 or has tested positive for COVID-19. CONTRACTOR shall then communicate to Project RoomKey County contact about incident.

III.COUNTY shall:

- A. Provide a COUNTY staff contact for communication and submission of documentation.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

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

A. Submission of claims will comply as follows:

- a. CONTRACTOR shall submit one invoice monthly within 30 days of the conclusion of each month (Attachment 1). Invoice template will be provided by COUNTY.
- b. Invoices submitted 90 days after the deadline must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of the late invoice.
- c. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.

B. Reimbursement for services will be structured as follows:

Payment Structure Type	Amount	Payment Terms
Monthly Stipend for up to 11 months	\$3,200/month	Up to \$35,200

C. Invoices shall be submitted to:

Heather Criss
Advocacy and Collaboration Team
Mendocino County Health and Human Services Agency
747 S. State Street
Ukiah, CA 95482

Payments under this Agreement shall not exceed Thirty-Five Thousand Two Hundred Dollars (\$35,200) for the term of this Agreement.

Additional funding is not committed or guaranteed in future years beyond the terms of this contract.

[END OF PAYMENT TERMS]