

ORIGINAL

AGREEMENT FOR SERVICES #114-S1311 AMENDMENT II

Specialty Mental Health Services for Children

This Amendment II to that Agreement for Services #114-S1311 is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and New Morning Youth and Family Services, Inc., a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501(c)(3), commonly referred to as Section 501 (c)(3) of the Internal Revenue Code of 1986, whose principle place of business is 6765 Green Valley Road, Placerville, CA 95667 and whose Agent for Service of Process is Thomas D. Cumpston, 2890 Mosquito Road, Placerville, CA 95667 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide specialty mental health services for children (hereinafter referred to as "Clients") on an "as requested" basis for the Health and Human Services Agency (HHS) in accordance with Agreement for Services #114-S1311 dated September 11, 2012 and Amendment I to Agreement for Services #114-S1311 dated June 25, 2013; incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article II – Term, Article III – Compensation for Services, and Article XXIV – Notice to Parties**; and

WHEREAS, the parties hereto have mutually agreed to add **Article XLI – Taxes, Article XLII – Audit by California State Auditor, and Article XLIII – "Monitoring for Compliance"** and renumber **Article XLI – Entire Agreement** to accommodate the insertion of the three aforementioned Articles.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #114-S1311 shall be amended a second time as follows:

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Articles II, III, and XXIV are amended in their entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by all parties hereto and shall cover the period of July 1, 2012 through October 31, 2015 unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled “Default, Termination, and Cancellation” or “Fiscal Considerations.”

ARTICLE III

Compensation for Services: Contractor shall submit monthly invoices no later than thirty (30) days following the end of a “service month” except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director’s designee granting an extension of time to complete billing for services or expenses. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled, “Scope of Services.”

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered.

- A. Rates: Specialty Mental Health Services, including Assessment, Individual Services, Collateral Services, Group Services, Case Management, Therapeutic Behavioral Services, and Crisis Intervention, shall be billed at \$1.85 per minute for the period July 1, 2012 through June 30, 2013. Effective July 1, 2013, Specialty Mental Health Services, including Assessment, Individual Services, Collateral Services, Group Services, Case Management, Therapeutic Behavioral Services, and Crisis Intervention, shall be billed at \$2.10 per minute.
- B. Invoices/Remittances: Invoices/Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled “Notice to Parties.”

Mail invoices to:	Mail remittance to:
County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321	New Morning Youth and Family Services, Inc. 6765 Green Valley Road Placerville, CA 95667

- C. The maximum obligation for services provided during the term of this Agreement shall be as follows:

Time Period	Amount
7/1/12 – 6/30/13	\$675,000.00
7/1/13 – 6/30/14	\$675,000.00
7/1/14 – 6/30/15	\$675,000.00
7/1/15 – 10/31/15	\$200,000.00
Total Not-to-Exceed of Agreement	\$2,225,000.00

Contractor's allowable services billed to County may vary by up to ten (10%) between amounts shown above for the periods 7/1/12 through 6/30/15, provided any such variation does not change the total Not-to-Exceed amount of this Agreement.

ARTICLE XXIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, and return receipt requested.

Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667-5321
ATTN: CONTRACTS UNIT

Or to such other location as County directs with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667-5321
ATTN: PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

NEW MORNING YOUTH AND FAMILY SERVICES, INC.
6765 GREEN VALLEY ROAD
PLACERVILLE, CA 95667
ATTN: EXECUTIVE DIRECTOR

Or to such other location as Contractor directs.

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

In the event of a change in address for any County office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said Notice shall become a

part of this Agreement and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

Articles XLI, XLII, and XLIII are hereby added as follows:

ARTICLE XLI

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XLII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XLIII

Monitoring for Compliance: County shall monitor the Contractor's operations for compliance with the provisions of this Agreement as well as applicable Federal and State laws and regulations. When monitoring activities identify areas of non-compliance, County shall issue reports to the Contractor detailing findings, recommendations, and corrective action(s). Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to California Code of Regulations, Title 9, Sections 1810.380 and 18180.385.

Former Article XLI is hereby renumbered as Article XLIV and shall read as follows:

ARTICLE XLIV

Entire Agreement: This Agreement for Services #114-S1311 and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

Except as herein amended, all other parts and sections of that Agreement #114-S1311 shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #114-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Brian Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:

James S. Mitrison,
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

NEW MORNING YOUTH AND FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION

By:  _____
David Ashby
Executive Director
"Contractor"

Dated: 5/12/15