

AGREEMENT FOR SERVICES 099-S1210
AMENDMENT II

This Amendment II to that Agreement for Services 099-S1210, 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 Charis Youth Center, Inc., a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 714 West Main Street, Grass Valley, CA 95945 (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is Carol Fuller-Powell, 714 Main Street, Grass Valley, CA 95945.

R E C I T A L S

WHEREAS, Contractor has been engaged by County to provide specialty mental health services for Clients on as "as requested" basis for the County of El Dorado Health and Human Services Agency, Mental Health Division in accordance with Agreement for Services 099-S1210, dated September 14, 2011, and Amendment I dated February 14, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of the original Agreement, hereby amending **Article II - Term**; increase the not-to-exceed amount of the original Agreement, hereby amending **Article III - Compensation**; and update the contact information, hereby amending **Article XVIII - Notice to Parties**, and **Article XXVII - Administrator**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services 099-S1210 shall be amended a Second time as follows:

- 1) ARTICLE II shall be amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall be effective July 1, 2011 and shall expire June 30, 2013, unless terminated earlier pursuant to provisions under Article XVI or Article XVII herein.

- 2) ARTICLE III shall be amended in its entirety to read as follows:

Article III. COMPENSATION FOR SERVICES

Section 3.01 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 the HHS Director or designee granting an extension of the 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 Article I titled "Scope of Services."

Section 3.02 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. For the purposes of this Agreement, the provisional billing rates shall be in accordance with Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof. Payment shall be made for actual services rendered and shall not be made for service units the Client did not attend or receive. Each invoice shall describe: a) units of service by individual Client served, b) dates of service detail for each Client, and c) program number of individual Client. The units of service detail needs to include both the number of units and the type of service provided.

Section 3.03 Contractor may request increases or decreases to provisional rates as defined in Exhibit C – Fee Schedule, from those listed therein to reflect changes in cost by giving County advance written notice of such proposed change. Rate increases or decreases will become effective the first day of the service month following the written acceptance of the HHSA Director or designee, or such other date as designated by the HHSA Director or designee. Rate increases shall not apply to services provided prior to the date of written acceptance of such increases by the HHSA Director or designee.

Section 3.04 Contractor shall not charge any Clients or third party payers any fee for service.

Section 3.05 It is expressly understood and agreed between the parties hereto that the County shall make no payment for Clients for whom the County is responsible, and County shall have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from the HHSA Director or designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance as outlined in Article XX - Insurance hereof.

County may provide retroactive authorization when special circumstances exist, as determined by the HHSA Director or designee, based upon Contractor's written request.

Section 3.06 In accordance with Title 9, California Code of Regulations (CCR), Section 565.5, reimbursement for services under this Agreement shall be limited to persons who are unable to obtain private care. Such persons are those who are unable to pay for private care or for whom no private care is available within a reasonable distance from their residence.

Section 3.07 It is understood that any payments received from County for services rendered under this Agreement shall be considered as payment in full and Contractor cannot look to any other source for reimbursement for the units of service provided under this Agreement, except as stated above, or with specific authorization from the HHSA Director or designee.

Section 3.08 The total amount of this Agreement shall not exceed \$285,000.

Section 3.09 Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per Article XVIII– Notice to Parties.

Mail invoices to:	Mail remittance to:
Health and Human Services Agency –Finance 929 Spring Street Placerville, CA 95667	Charis Youth Center 714 West Main Street Grass Valley, CA 95945

ARTICLE XVIII -

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

COUNTY OF EL DORADO
HEALTH & HUMAN SERVICES AGENCY
670 PLACERVILLE DRIVE
PLACERVILLE, CA 95667
ATTN: LAURA WALNY, MANAGER OF MENTAL HEALTH PROGRAMS

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

or to such other location as the COUNTY directs.

Notices to Contractor shall be addressed as follows:

CHARIS YOUTH CENTER
714 WEST MAIN STREET
GRASS VALLEY, CA 95945
ATTN: CAROL FULLER POWELL, EXECUTIVE DIRECTOR


or to such other location as the CONTRACTOR directs.

3) Article XXVII shall be amended in its entirety to read as follows:

Administrator: The County Officer or employee with responsibility for administering this Agreement is Laura Walny, Manager of Mental Health Programs, Health and Human Services Agency, Mental Health Division.

Except as herein amended, all other parts and sections of that Agreement 099-S1210 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 9/14/12
Laura Walny, Manager of Mental Health Programs
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 9-20-2012
Daniel Nielson, M.P.A., Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services 099-S1210 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____
John R. Knight, Chair
Board of Supervisors
"County"

ATTEST:
Terri Daly, Acting Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

CHARIS YOUTH CENTER, INC.
A CALIFORNIA CORPORATION

By: Carol Fuller Powell
~~James Powell, Chief Financial Officer~~
Contractor Carol Fuller Powell,
Executive Director

Dated: 9/26/12

kgj