

AGREEMENT FOR SERVICES #097-110-P-E2010  
AMENDMENT II  
Progress House, Inc. – Alcohol and Drug Counseling

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This Amendment II to that Agreement for Services #097-110-P-E2010, 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 Progress House, Inc., a California nonprofit public benefit corporation qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 2844 Coloma Street, Placerville, CA 95667 (hereinafter referred to as CONTRACTOR).

R E C I T A L S

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide alcohol and other drug treatment services, in accordance with Agreement for Services #097-110-P-E2010, dated May 12, 2010, and Amendment I, dated December 7, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of this Agreement to coincide with the term of the State funding Agreement 10-NNA09, thereby amending Article III – Term to coincide with the extended term of this Agreement; and

WHEREAS, the COUNTY has received additional funding for the term of this Agreement from California Department of Alcohol and Drug Program (CDADP) in the form of the Negotiated Net Amount (NNA) Agreement 10-NNA09, version 2.6 for fiscal year (FY) 2010-11; and in the form of the Negotiated Net Amount (NNA) Agreement 10-NNA09, version 2.0 for fiscal year (FY) 2011-12, thereby amending and replacing Article IV – Compensation for Services, Section 4.02 - Amount of Funding, subparagraph (a), and Section 4.03 - Invoicing, subparagraph (c);

NOW THEREFORE, the parties do hereby agree that Agreement for Services #097-110-P-E2010 shall be amended a second time as follows:

1) Article III shall be amended to add:**Article III. TERM**

This Amendment II to Agreement 097-110-P-E2010 shall become effective upon final signatures by the parties hereto, and shall cover the term July 1, 2010 through June 30, 2012 unless earlier terminated pursuant to the provisions under Article XVI and Article XVII herein. Further, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

2) Article IV, Section 4.02 (a) shall be amended in its entirety to read as follows:Section 4.02 Amount of Funding

(a) The total maximum obligation of COUNTY for services provided under this Agreement is defined as follows:

(i) For the term July 1, 2010 through June 30, 2011 is set forth below, by funding type:

**Maximum FFY 2009-10 Block Grant Obligation (available for services provided July 1, 2010 - June 30, 2011)**

SAPT Federal Block Grant Discretionary (includes H.E.A.R.T.S.)	FY 2009-10	\$21,256
SAPT Federal Block Grant HIV Set Aside	FY 2009-10	0
SAPT Federal Block Grant Perinatal Set Aside	FY 2009-10	6,660
SAPT Federal Block Grant Youth Treatment	FY 2009-10	0
SAPT Federal Block Grant SATTA Drug Testing	FY 2009-10	6,652
<b>Total Maximum FFY 2009-10 Block Grant Obligation of this Agreement</b>		<b>\$34,568</b>

**Maximum FFY 2010-11 Block Grant Obligation (available for services provided October 1, 2010 - June 30, 2011)**

SAPT Federal Block Grant Discretionary includes H.E.A.R.T.S.)	FY 2010-11	\$92,733
SAPT Federal Block Grant Perinatal Set Aside	FY 2010-11	20,000
<b>Total Maximum FFY 2010-11 Block Grant Obligation of this Agreement</b>		<b>\$112,733</b>

***Total Maximum SAPT Block Grant Obligation of this Agreement*** ***\$147,301***

**Maximum State General Fund Obligation**

Perinatal State General Fund Discretionary	FY 2010-11	\$39,903
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**TOTAL PROVISIONAL AMOUNT ENDING JUNE 30, 2011: \$187,204**  
**TOTAL NOT-TO-EXCEED AMOUNT ENDING JUNE 30, 2011: \$200,000**

- (ii) For the term July 1, 2011 through June 30, 2012 is set forth below, by funding type:

**Maximum FFY 2010-11 Block Grant Obligation** (available for services provided July 1, 2011 through June 30, 2012)

SAPT Federal Block Grant Discretionary	FY 2010-11	\$21,000
SAPT Federal Block Grant Perinatal Set Aside	FY 2010-11	6,625
SAPT Federal Block Grant Youth Treatment	FY 2010-11	1,432
<i>Total Maximum FFY 2010-11 Block Grant Obligation of this Agreement</i>		<u>\$29,057</u>

**Maximum FFY 2011-12 Block Grant Obligation** (available for services provided October 1, 2011 – June 30, 2012)

SAPT Federal Block Grant Discretionary	FY 2011-12	\$73,000
SAPT Federal Block Grant Perinatal Set Aside	FY 2011-12	15,000
SAPT Federal Block Grant Youth Treatment	FY 2011-12	4,696
<i>Total Maximum FFY 2011-12 Block Grant Obligation of this Agreement</i>		<u>\$92,696</u>

**TOTAL NOT-TO-EXCEED AMOUNT ENDING JUNE 30, 2012: \$121,753**

- 3) Article IV Section 4.03 (c) shall be amended in its entirety to read as follows:

- (c) Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to COUNTY.
- (i) For the period July through April each year of this Agreement: No supplemental invoices for additional services as defined in 4.03 (c) will be accepted by the COUNTY after May 10<sup>th</sup>.
- (ii) For the period May and June each year of this Agreement: No supplemental invoices for additional services as defined in 4.03 (c) will be accepted by the COUNTY after July 10<sup>th</sup>.

Except as herein amended, all other parts and sections of that Agreement 097-110-P-E2010 shall remain unchanged and in full force and effect.

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 9-30-2011  
 Daniel Nielson, MPA, Acting Director  
 Health Services Department

IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement 097-110-P-E2010 on the dates indicated below.

-- COUNTY OF EL DORADO --

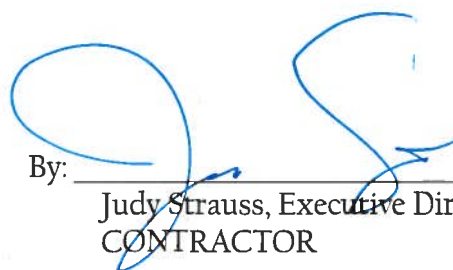
By: \_\_\_\_\_  
Raymond J Nutting, Chair  
Board of Supervisors  
COUNTY OF EL DORADO

Dated: \_\_\_\_\_

*Attest:*  
*Suzanne Allen de Sanchez*  
*Clerk of the Board of Supervisors*

\_\_\_\_\_  
Deputy Date

-- PROGRESS HOUSE, INC. --

By:  \_\_\_\_\_  
Judy Strauss, Executive Director  
CONTRACTOR

Dated: 10-5-11