

AGREEMENT FOR SERVICES #087-110-P-E2010
AMENDMENT II
New Morning Youth and Family Services, Inc. – Alcohol and Drug Counseling

This Amendment II to that Agreement for Services #087-110-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 New Morning Youth and Family Services, 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 6765 Green Valley Road, 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 #087-110-P-E2010, dated April 30, 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 #087-110-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 087-110-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	FY 2009-10	\$12,000
SAPT Federal Block Grant Youth Treatment	FY 2009-10	1,161
<i>Total Maximum FFY 2009-10 Block Grant Obligation of this Agreement</i>		<u>\$13,161</u>

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

SAPT Federal Block Grant	FY 2010-11	\$41,384
SAPT Federal Block Grant Youth Treatment	FY 2010-11	3,500
<i>Total Maximum FFY 2010-11 Block Grant Obligation of this Agreement</i>		<u>\$44,884</u>

Total Combined SAPT Block Grant Obligation of this Agreement **\$58,045**

Maximum State General Fund Obligation (available July 1, 2010 through June 30, 2011)

State General Fund Discretionary	FY 2010-11	\$3,043
<i>Total Maximum State General Fund FY 2010-11 Obligation of this Agreement</i>		<u>\$3,043</u>

TOTAL PROVISIONAL AMOUNT OF THIS AGREEMENT: **\$61,088**
TOTAL NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT: **\$70,000**

- (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	\$15,000
SAPT Federal Block Grant Youth Treatment	FY 2010-11	1,431
<i>Total Maximum FFY 2010-11 Block Grant Obligation of this Agreement</i>		<u>\$16,431</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	\$30,500
SAPT Federal Block Grant Youth Treatment	FY 2011-12	3,500
<i>Total Maximum FFY 2011-12 Block Grant Obligation of this Agreement</i>		<u>\$34,000</u>

Total Combined SAPT Block Grant Obligation of this Agreement \$50,431

Realignment Obligation

Realignment 2011		\$4,000
<i>Total 2011 Realignment Obligation of this Agreement</i>		<u>\$4,000</u>

TOTAL NOT-TO-EXCEED AMOUNT ENDING JUNE 30, 2012: \$54,431

- 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 10th.
- (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 10th.

Except as herein amended, all other parts and sections of that Agreement 087-110-P-E2010 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Daniel Nielson 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 087-110-P-E2010 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Raymond J Nutting, Chair
Board of Supervisors
COUNTY OF EL DORADO

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

Deputy Date

-- NEW MORNING YOUTH AND FAMILY SERVICES ,
INC. --

By: Katey Bowles Dated: 10/5/11
for David Ashby, Executive Director
CONTRACTOR