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AGREEMENT FOR SERVICES #072-S0911
AMENDMENT I

This Amendment I to that Agreement for Services #072-S0911, 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 Summitview Child Treatment Center, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 768 Pleasant Valley Road, Suite 304, Diamond Springs, CA 95619, (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide Specialty Mental Health Services for children (hereinafter referred to as "Beneficiaries") on an "as requested" basis for the El Dorado County Department of Mental Health (MHD) in accordance with Agreement for Services #072-S0911, incorporated herein and made by reference a part hereof; and

WHEREAS, the Department of Mental Health has been reorganized and is now known as the Mental Health Division of the Health Services Department; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE III-Compensation for Services**, **ARTICLE VII-HIPAA Compliance**, and **ARTICLE XVII-Notice to Parties**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #072-S0911 shall be amended a first time as follows:

All references in the original agreement to the "County Mental Health Department" or "MHD" shall be deemed to refer to the Mental Health Division of the Health Services Department.

ARTICLE III

Compensation for Services: County shall pay Contractor for services as set forth herein, not to exceed the Statewide Maximum Allowance (SMA) determined by the State. Payment will be made for actual services rendered and will not be made for service units the beneficiary did not attend or receive. Each claim shall describe: a) units of service by individual beneficiary served, and b) dates of service detail for each beneficiary. The following Provisional Rates shall be used for the period July 1, 2008 through June 30, 2009:

PROVISIONAL RATES FOR FISCAL YEAR 2008/2009:

Mental Health Services	\$2.61 per minute
Case Management Services	\$2.02 per minute
Medication Support Services	\$4.82 per minute
Crisis Intervention	\$3.88 per minute
Therapeutic Behavioral Services	\$1.75 per minute
Non-Medi-Cal Reimbursable SB 163 Services	\$1.00 per minute
Day Rehabilitation	\$131.24 per day
Parent Partner	\$.50 per minute

Mental Health Services provided – not to exceed	\$995,000.00
*SB 163 Stabilization Funds – not to exceed	\$5,000.00

Cost Limitations: The Not to Exceed amount of this agreement is \$1,000,000.00, inclusive of all expenses contemplated hereunder.

***Stabilization Funds – Purchase of goods and services for SB 163 clients:** Purchases up to \$500 must be approved by the Health Services Department Director or designee. Purchases over \$500 must be approved by the Health Services Department Director or designee and the Department of Human Services Director or designee. Stabilization Funds must be shown separately on invoices and Contractor must provide supporting documentation. The Not to Exceed amount for Stabilization Funds expenditures under this agreement is \$5,000.00.

The total amount of this agreement shall not exceed \$1,000,000.00.

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 Health Services or Contract Administrator 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, “Scope of Services”.

Payment shall be made within forty five (45) days following the County’s receipt and authorization of invoice(s).

For reimbursement of Stabilization fund expenditures, supporting documentation must include original, itemized receipts.

ARTICLE VII

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XVII

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 SERVICES DEPARTMENT, DIVISION OF MENTAL HEALTH
670 PLACERVILLE DRIVE, SUITE 3
PLACERVILLE, CA 95667
ATTN: BARRY WASSERMAN, CHILDREN'S SERVICES PROGRAM MANAGER

or to such other location as the County directs, with carbon copies to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT, DIVISION OF MENTAL HEALTH
670 PLACERVILLE DRIVE, SUITE 1B
PLACERVILLE, CA 95667
ATTN: CONTRACTS

Notices to Contractor shall be addressed as follows:

SUMMITVIEW CHILD TREATMENT CENTER, INC.
768 PLEASANT VALLEY ROAD, SUITE 304
DIAMOND SPRINGS, CA 95619
ATTN: CARLA L. WILLS, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs, with a carbon copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

Except as herein amended, all other parts and sections of this Agreement #072-S0911 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Barry Wasserman, Children's Services Program Manager
Health Services Department, Mental Health Division

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Neda West, Acting Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #072-S0911 the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

SUMMITVIEW CHILD TREATMENT CENTER, INC.
A CALIFORNIA CORPORATION

By: _____
Carla L. Wills, Executive Director
"Contractor"