

AGREEMENT FOR SERVICES #8093

AMENDMENT II

This Second Amendment to that Agreement for Services #8093, 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 Compassion Valley LLC, a California Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 5410 White Lotus Way, Elk Grove, California 95757; (hereinafter referred to as "Provider");

RECITALS

WHEREAS, Provider has been engaged by County to provide residential treatment services for adults with serious mental illness and who are eligible for Full Service Partnership services, at a licensed Social Rehabilitation Facility (SRF) pursuant to Agreement for Services #8093, dated January 9, 2024, and First Amendment to Agreement for Services #8093, dated October 18, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include updated contract provision for rate change language, amending **ARTICLE 2, GENERAL PROVISIONS, 3. COMPENSATION FOR SERVICES, Section A. Rates;**

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed Maximum Obligation of the Agreement by \$900,000, amending **ARTICLE 2, GENERAL PROVISIONS, 4. MAXIMUM OBLIGATION;**

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this Second Amendment to that Agreement #8093.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Provider mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement #8093 on the following terms and conditions:

1) ARTICLE 2, GENERAL PROVISIONS, 3. COMPENSATION FOR SERVICES, A. Rates, of the Agreement is amended in its entirety to read as follows:

- A. **Rates:** For the purposes of this Agreement, for the period beginning July 1, 2023, the effective date of the Agreement and continuing through October 17, 2024, the billing rates shall be as defined in Exhibit B marked "Provider Rates," incorporated herein and made by reference a part hereof.

For the period beginning October 18, 2024, the effective date of the First Amendment to the Agreement and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B marked "Amended Provider Rates," incorporated herein and made by reference a part hereof.

Rate change requests are subject to written approval by the County Contract Administrator or designee. Provider shall submit rate change requests in writing to County at least thirty (30) days in advance of a rate change request to include the reason for the change which may include:

1. Increases to Provider's cost of doing business (no more than once per 12 months);
2. Rate changes due to state or federal rate changes or billing methodology;
3. Changes to staffing levels;
4. Changes to billing units or budget modifications; or
5. Other reason which is substantiated by County staff based on the Provider justification provided.

County acceptance or denial of rate changes will be submitted to Provider via written notice in accordance with the ARTICLE 2, General Provisions, 6. Notice to Parties. In no event shall the maximum obligation of the Agreement be increased.

2) **ARTICLE 2, GENERAL PROVISIONS, 4. MAXIMUM OBLIGATION**, of the Agreement is amended in its entirety to read as follows:

4. **MAXIMUM OBLIGATION**

- A. The maximum contractual obligation for the term of this Agreement shall be \$1,500,000 for all services provided during the term of this Agreement.
- B. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, state, or federal funding sources for the term of the Agreement. If the federal or state governments reduce financial participation in the Medi-Cal program, County agrees to meet with Provider to discuss renegotiating the services required by this Agreement.

Except as herein amended, all other parts and sections of that Agreement #8093 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Christianne Kernes (Jan 6, 2025 15:52 PST)

Dated: 01/06/2025

Christianne Kernes, LMFT
Deputy Director
Health and Human Services Agency, Behavioral Health Division

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Jan 6, 2025 16:37 PST)

Dated: 01/06/2025

Olivia Byron-Cooper, MPH
Director
Health & Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #8093 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Chair
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- COMPASSION VALLEY LLC --

By: *Ifeanyi Ezeani*
Ifeanyi Ezeani (Jan 7, 2025 12:04 PST)
Ifeanyi Ezeani
Executive Director
"Provider"

Dated: 01/07/2025