

ORIGINAL

AGREEMENT FOR SERVICES #365-S1011 AMENDMENT I

Kinship Support Services Program

THIS AMENDMENT I to that Agreement for Services #365-S1011, 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 Lilliput Children's Services, a non-profit California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1190 Suncast Lane, Suite 2, El Dorado Hills, CA 95762 and whose Agent for Service of Process is Karen Alvord, 1651 Response Road, Suite 300, Sacramento, CA 95815; (hereinafter referred to as "Contractor" or "Subrecipient") (collectively hereinafter referred to as the "Parties");

RECITALS

WHEREAS, Subrecipient has been engaged by County to provide a Kinship Support Services Program (KSSP) in accordance with Agreement for Services #365-S1011, dated June 15, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, County anticipates to continue to receive funding from the California Department of Social Services (CDSS) to be awarded to County of El Dorado Department of Human Services (DHS) in the form of a grants-in-aid program for a Kinship Support Services Program (KSSP); and

WHEREAS, the Parties hereto have mutually agreed to amend **ARTICLE II – Term**, **ARTICLE III – Compensation for Services** and **ARTICLE XXI – Notice to Parties**; and

NOW THEREFORE, the Parties do hereby agree that Agreement for Services #365-S1011 shall be amended a First time as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by both Parties hereto and shall cover the period of July 1, 2010 through June 30, 2012.

ARTICLE III

Compensation: For services provided herein, County agrees to pay Subrecipient in arrears. Subrecipient shall submit invoice(s) no later than fifteen (15) days following the end of a

“service month.” An exception shall be the billing for the month of June, which must be received by County no later than June 10 of each year that this Agreement is in force. For billing purposes, a “service month” shall be defined as a calendar month during which Subrecipient provides services in accordance with the purpose and goals of KSSP as delineated in Exhibit “A” titled “KSSP Background, Purpose and Goals.”

Invoices for services rendered under the Agreement shall be submitted as demonstrated in the attached sample invoice, Exhibit “E”, as amended, titled “Kinship Support Services Program Invoice” incorporated herein and made by reference a part hereof. If an alternative invoice is used, all fields noted on Exhibit “E” are mandatory.

Reports detailed herein under **ARTICLE V-Reporting Responsibilities** are considered a required deliverable. Services shall be considered incomplete until such date as said reports are received and approved in writing by the DHS KSSP Administrative Services Analyst at the DHS office located at 3057 Briw Road, Placerville, CA 95667. Compensation for services shall not be provided for incomplete services.

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

For the purposes hereof, the monthly billing rate for each Fiscal Year (FY) shall be as follows:

- FY 2010-11 monthly billings shall be in the manner as detailed in this **ARTICLE III-Compensation**. Personnel costs shall be evenly divided by the number of months covered by the period of July 1, 2010 through June 30, 2011. Actual expenses shall be invoiced and reimbursed as they occur. An indirect cost of 10% against Subrecipient’s monthly operating costs may be charged on a monthly basis to the County. Total billings shall be equal to and shall not exceed the total amount of funding available for FY 2010-11.
- FY 2011-12 monthly billings shall be in the manner as detailed in this **ARTICLE III-Compensation**. Personnel costs shall be evenly divided by the number of months covered by the period of July 1, 2011 through June 30, 2012. Actual expenses shall be invoiced and reimbursed as they occur. An indirect cost of 10% against Subrecipient’s monthly operating costs may be charged on a monthly basis to the County. Total billings shall be equal to and shall not exceed the total amount of funding available for FY 2011-12.

The funding for FY 2010-11 is \$142,560 and the anticipated funding for FY 2011-12 is \$142,560. Therefore, the anticipated total amount of this Agreement shall not exceed \$285,120 for the stated term. This funding is contingent upon the availability of these funds from CDSS and the amount may change without notice.

ARTICLE XXI

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. Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF HUMAN SERVICES
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST II

or to such other location as County directs with a copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT


Notices to Contractor shall be addressed as follows:

LILLIPUT CHILDREN'S SERVICES
1190 SUNCAST LANE, SUITE 2
EL DORADO HILLS, CA 95762
ATTN: KAREN ALVORD, EXECUTIVE DIRECTOR

or to such other location as Contractor directs.


Except as herein amended, all other parts and sections of that Agreement for Services #365-S1011 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
DeAnn Osborn, Staff Services Analyst II
Department of Human Services

Dated: April 19, 2011

Requesting Department Head Concurrence:

By: 
Daniel Nielson, M.P.A., Director
Department of Human Services

Dated: 4-20-2011

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to that Agreement for Services #365-S1011 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Raymond J. Nutting, Chair
Board of Supervisors
"County"

Dated: _____

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Dated: _____

-- CONTRACTOR --

**LILLIPUT CHILDREN'S SERVICES
A CALIFORNIA CORPORATION**

By:  _____

Karen Alvord
Executive Director
"Subrecipient/Contractor"

Dated: 9/27/11

By:  _____

Corporate Secretary

Dated: 9/27/11