# AGREEMENT FOR SERVICES #7906 AMENDMENT II

This Second Amendment to that Agreement for Services #7906, 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 Granite Wellness Centers, a California Non-Profit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 406 Sunrise Avenue, Suite 105, Roseville, California 95661; (hereinafter referred to as "Contractor");

#### RECITALS

WHEREAS, Contractor has been engaged by County to provide or arrange for the provision of certain mandated services, including substance use disorder (SUD) services, for Medi-Cal beneficiaries served by the County, pursuant to Agreement for Services #7906, dated August 15, 2023, and the First Amendment to Agreement for Services #7906, dated November 7, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update billing rates, amending ARTICLE 2, GENERAL PROVISIONS, 3. COMPENSATION FOR SERVICES, A. Rates, and replacing Amended Exhibit B, marked "Amended Provider Rates" with Amended Exhibit B-2, marked "Amended B-2 Provider Rates" incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to update ARTICLE 2, GENERAL PROVISIONS, 8. NOTICE TO PARTIES and ARTICLE 15, CONTRACT ADMINISTATOR, to include updated contract language; and

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 #7906, and shall cover the period beginning December 1, 2023, and continuing through the remaining term of the Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement #7906 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:

#### **ARTICLE 2, GENERAL PROVISIONS**

3. COMPENSATION FOR SERVICES

#### A. Rates:

For the purposes hereof, for the period beginning August 15, 2023, and continuing through November 6, 2023, the billing rates shall be in accordance with Exhibit B, marked "Provider Rates," incorporated herein and made by reference a part hereof.

For the period beginning November 7, 2023, the effective date of the First Amendment to the Agreement and continuing until November 30, 2023, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Provider Rates," incorporated herein and made by reference a part hereof.

For the period beginning December 1, 2023, the effective date of this Second Amendment to the Agreement and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B-2, incorporated herein and made by reference a part hereof.

- 2) For the purposes of updating contracted services provisions, for the period beginning December 1, 2023, the effective date of this Second Amendment and continuing through the remaining term of the Agreement, Amended Exhibit B, is hereby replaced in its entirety with Amended Exhibit B-2.
- 3) ARTICLE 2, GENERAL PROVISIONS, 8. NOTICE TO PARTIES, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE 2, GENERAL PROVISIONS**

#### 8. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

Chief Administrative Office Procurement and Contracts Division 330 Fair Lane Placerville, CA 95667 ATTN: Purchasing Agent

COUNTY OF EL DORADO

Email: procon@edcgov.us

Notices to Contractor shall be addressed as follows:

GRANITE WELLNESS CENTERS, INC. 460 Sunrise Avenue, Suite 105 Roseville, CA 95661 ATTN: Chief Executive Officer, or successor vblacksmith@granitewellness.org

4) ARTICLE 15, CONTRACT ADMINISTRATOR, of the Agreement is amended in its entirety to read as follows:

#### ARTICLE 15, CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Salina Drennan, Substance Use Disorder Services Program Manager, Behavioral Health Division, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

Except as herein amended, all other parts and sections of that Agreement #7906 shall remain unchanged and in full force and effect.

### **Requesting Contract Administrator Concurrence:**

By: Salina Drennan (Apr 30, 2024 09:56 PDT)	Dated:	04/30/2024
Salina Drennan		
Program Manager, Substance Use Disorder Se	ervices	
Health and Human Services Agency		

**Requesting Department Head Concurrence:** 

By: Olivia Byron-Cooper (Apr 30, 2024 11:14 PDT)	Dated:	04/30/2024	
Olivia Byron-Cooper, MPH			

Director Health and Human Services Agency IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #7906 on the dates indicated below.

## -- COUNTY OF EL DORADO --

By:_	windy	Thomas
Dy	1-011009	11101110

Chair

**Board of Supervisors** 

"County"

Attest:

Kim Dawson

Clerk of the Board of Supervisors

Mor Dated: 6/11

# -- GRANITE WELLNESS CENTERS --

By: Victoria Blacksmith (May 1, 2024 13:48 PDT)

Victoria Blacksmith Chief Executive Officer

"Contractor"

Dated: 05/01/2024