

ORIGINAL

AGREEMENT FOR SERVICES #542-S0811 AMENDMENT IV

This Amendment IV to that Agreement for Services #542-S0811, 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 1651 Response Road, Suite 300, Sacramento, CA 95815 and whose Agent for Service of Process is Karen Alvord, 1651 Response Road, Suite 300, Sacramento, CA 95815; (hereinafter referred to as "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 #542-S0811, dated November 27, 2007, Amendment I, dated July 22, 2008, Amendment II, dated January 15, 2008, and Amendment III dated July 28, 2009, incorporated herein and made by reference a part hereof; and

WHEREAS, County has received funding from the California Department of Social Services (CDSS) to be awarded to the El Dorado County 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 III – Compensation for Service**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #542-S0811 shall be amended a fourth time as follows:

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, Revised 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 Revised 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 Administrative Services Officer 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 2007-08 monthly billings shall be in the manner as detailed in this **ARTICLE III-Compensation** and shall be equal to the total amount of funding available for FY 2007-08 divided by the number of months covered by the period of November 10, 2007 through June 30, 2008. Except that, for June 2008, the amount may be an odd amount in order to encompass the balance of the funding available for FY 2007-08.
- FY 2008-09 monthly billings shall be in the manner as detailed in this **ARTICLE III-Compensation** and shall be equal to the total amount of funding available for FY 2008-09 divided by the number of months covered by the period of July 1, 2008 through June 30, 2009. An indirect cost of 10% against Subrecipient’s monthly operating costs may be charged on a monthly basis to the County.
- FY 2009-10 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, 2009 through June 30, 2010. 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 2009-10.

The funding for FY 2007-08 is \$162,000.00, the funding for 2008-09 is \$162,000.00 and the funding for FY 2009-10 is \$142,560. Therefore, the total amount of this Agreement, as amended, shall not exceed \$466,560.00 for the stated term. This funding is contingent upon the availability of these funds from CDSS and the amount may change without notice.

Except as herein amended, all other parts and sections of that Agreement #542-S0811 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: *DeAnn Osborn* Dated: *Jan 6, 2010*
DeAnn Osborn, Staff Services Analyst II
Department of Human Services

Requesting Department Head Concurrence:

By: *Daniel Nielson* Dated: *1-7-2010*
Daniel Nielson, M.P.A., Director
Department of Human Services

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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to that Agreement for Services #542-S0811 on the dates indicated below.

--- 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: 1/13/10

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

By: Karen E Alvord

Karen Alvord
Executive Director
"Subrecipient"

By: Kasey Cofull
Corporate Secretary

Dated: 1/13/10