

**H.O.P.E.: Healthy Outcomes for  
Personal Enrichment Counseling Center**

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5316**

**THIS FIRST AMENDMENT** to that Agreement for Services #5316 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 H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center, a nonprofit public benefit corporation duly qualified to conduct business in the State of California, whose principal place of business is 1528 Eureka Road, Suite 101, Roseville, California 95661, and whose mailing address is 530 Plaza Drive, Suite 130, Folsom, California 95630 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide psychotherapy clinician mental health services for the District Attorney's Office, pursuant to Agreement for Services #5316, dated December 15, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the grant program related training costs compensation amount from \$3,000 to \$12,000, increasing the not-to-exceed compensation amount of the Agreement by \$9,000, for a new total not-to-exceed amount of \$169,440, amending **ARTICLE III, Compensation for Services** and **Exhibit A**;

**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 First Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rate for mental health services, including but not limited to, monthly collaborative meetings, and MDI review, shall not exceed \$75 per hour, or \$156,000 for the service period of January 1, 2021 through December 31, 2021.

County will also reimburse up to \$12,000 for grant program related training costs during the service period of January 1, 2021 through December 31, 2021, including but not limited to, registration fees, hotel cost, airfare, parking, mileage, and meal reimbursement. Reimbursement shall be made in accordance with the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred.

County will reimburse Contractor up to \$60 per phone and per month for a cell phone stipend and data allowance for up to two (2) clinicians during the period of January 1, 2021 through December 31, 2021. The cell phone stipend and data allowance is to ensure that swift facilitation of victim support while in the field. Requests for reimbursement shall be made monthly and shall be itemized on the monthly invoice. No back-up shall be required for the reimbursement of the cell phone stipend or data allowance.

The total amount of this Agreement shall not exceed \$169,440, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Contractor shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
District Attorney's Office  
778 Pacific Street  
Placerville, California 95667  
Attn.: James Clinchard  
Assistant District Attorney

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

- II. The last paragraph of Exhibit A, marked “Operational Agreement” is amended in its entirety to read as follows:

EDCDA and HOPE Counseling Center may enter into a contractual agreement identifying the total amount of grant funds to be transferred, the process for transferring the grant funds, detailing what the grant funds may be used for, and providing specific information concerning all non-fiscal resources shared between the agencies. The annual not-to-exceed amount of the agreement is estimated to be \$169,440. No matching funds will be used for this transfer of funds.

Except as herein amended, all other parts and sections of Agreement for Services #5316, shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #5316 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Deputy Clerk

**-- H. O. P. E.: HEALTHY OUTCOMES FOR PERSONAL  
ENRICHMENT COUNSELING CENTER --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Darlene A. Davis  
Executive Director  
"Contractor"

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Traci Bianchi-Templin  
Treasurer