

AGREEMENT FOR SERVICES #166-S1210
AMENDMENT I

This Amendment I to that Agreement for Services #166-S1210, 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 New Morning Youth & Family Services, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide Program Therapist(s) for on-site counseling services and support to the Probation Department, Juvenile Hall in Placerville, in accordance with Agreement for Services #166-S1210, dated November 1, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increase the term of said Agreement, hereby amending **ARTICLE II, Term**; and

WHEREAS, the parties hereto have mutually agreed to increase the compensation for two additional years of service, hereby amending **ARTICLE III, Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #166-S1210 shall be amended a first time as follows:

ARTICLE II

Term: This first Amendment to Agreement #166-S1210 shall become effective upon final execution by both parties hereto and shall cover a term of three years, November 1, 2011 through October 31, 2014.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered, and containing all data specified herein below. Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with "Scope of Services." Failure to submit invoices by the 15th of the month following the end of a service month, or failure to submit invoices with all required data shall result in a significant delay in reimbursement. Following fiscal year end (June 30, 2013 and 2014) all invoices for months within the fiscal year ending must be received by County no later than July 15 for payment processing.

Contractor shall submit an original invoice that shall contain all of the following data:

- Contractor's name, address, and phone number
- Invoice number
- Date of Invoice
- Balance forward: including outstanding balance (amount with the invoice number and date), and payments received (amount, invoice number and date)
- Current monthly billing details should include:
 - Service date(s)
 - Monthly total of billable hours (coded JH or RS)
 - Billing rate
- Contractor's signature and date, confirming fees charged and verifying that all information on the invoice is valid and correct.
- Signature line for Contract Administrator, or designee, and date, verifying services and hours provided are in accordance with "Scope of Services."
- Included with each monthly invoice, Contractor shall provide a document with details of invoiced hours to include: Therapist name, date, number of hours worked, and related code. This document shall balance to the corresponding month's invoice and shall reflect actual hours worked by Program Therapist(s). Coding: Program Therapist's hours, as coordinated by the Juvenile Hall Superintendent, are to be coded "JH;" and hours worked for related staff meetings and clinical supervision services, coded as "RS."

For the purposes of this Agreement, the billing rate shall be \$40.00 per hour, including all costs and overhead. This first Amendment shall add \$180,000.00 to Agreement #166-S1210, and the total amount of this Agreement shall not exceed \$270,000.00.

Except as herein amended, all other parts and sections of that Agreement #166-S1210 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Vince Janette,
Deputy Chief Probation Officer
Probation Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Gregory S. Sly
Chief Probation Officer
Probation Department

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #166-S1210 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Terri Daly, Acting Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

New Morning Youth and Family Services
A California Corporation

By: _____
Corporate President

Dated: _____

By: _____
Corporate Secretary

Dated: _____

(DH)

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