

**AGREEMENT FOR SERVICES 063-S1311
AMENDMENT I**

THIS AMENDMENT I to that Agreement for Services 063-S1311, 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 South Lake Tahoe Family Resource Center, Inc., qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501 (c) (3) commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 3501 Spruce Avenue, Suite B, South Lake Tahoe, CA 96150 (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is De-Anne Christine Hooper, 3501 Spruce Avenue, Suite B, South Lake Tahoe, CA 96150.

RECITALS

WHEREAS, Contractor has been engaged by County to provide Health Disparities Program services in South Lake Tahoe, in accordance with Agreement for Services 063-S1311 dated August 21, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to modify the services to be provided thereby amending **Article I – Scope of Services**; extend the term of the original Agreement thereby amending **Article II - Term**; increase the maximum obligation of the Agreement thereby amending **Article III – Compensation for Services**; and update contact information thereby amending **Article XXI – Notice to Parties**, and **Article XXXIII – Administrator**; and

WHEREAS, the parties hereto have mutually agreed to add **Article XXXVIV – Access to Records**;

NOW THEREFORE, the parties do hereby agree that Agreement for Services 063-S1311 shall be amended a first time as follows:

1) ARTICLE I shall be amended in its entirety as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish services in support of the County Health and Human Services Agency Mental Health Division ("HHS/MHD") Health Disparities program funded through the Mental Health Services Act Prevention and Early Intervention ("MHSA-PEI") program to address the needs of the Latino population in the area known as the Lake Tahoe Basin. Specifically, Contractor shall provide:

- A. A Promotora services program that provides bilingual/bicultural Spanish-speaking outreach, engagement, screening, administration of outcome and satisfaction survey measures, service linkage, interpretation services and peer/family support for Latino individuals and families. This strategy is intended to promote mental health and reduce the barriers to mental health services thereby decreasing the mental health/health disparities experienced by the Latino population.
- B. An early intervention counseling program that provides bilingual/bicultural Spanish-speaking counseling services for at-risk Latino individuals and their families.

- C. A comprehensive community-based mental health services center providing culturally specific outreach, engagement, screening, service linkage, interpretation services, peer and family support, and youth, adult, and family psycho-education, skill development, and counseling. To this end, a team of Contractor's staff shall work in concert with the Promotoras.
- D. Contractor will attest that those employees performing services under this Agreement (Clinical Supervisor, Clinical Therapist, and Promotora) have met the credential requirements and are qualified to perform the duties and functions required to fulfill the contract obligations. Contractor shall keep records of all employee licenses for a minimum of five (5) years.
- E. Contractor will participate in community strengthening coalition meetings (comprised of County agencies and providers) normally held monthly, quarterly cultural competency meetings scheduled by the County, and periodic service collaboration meetings as requested by the County. These meetings are for the purposes of collaboration, service integration, quality improvement, and to review the Contractor's activities under this Agreement.
- F. Contractor shall collect and provide data as required and in the format provided by County to document each of the services provided and demonstrate the outcomes of the MHSA program. Reports include, but shall not be limited to the following:
 - 1. Monthly Services Delivery Report.
 - 2. Client Registration Form, due thirty (30) calendar days after the end of each quarter, in a format acceptable to County. The confidential document shall be submitted electronically to County on a HIPAA-compliant confidential server.
 - 3. Clinically Informed Outcome Measurement (CIOM) consumer Feedback to be administered and submitted quarterly.
 - 4. MHSA Year End Progress Report shall be submitted to County, annually, thirty (30) days following the fiscal year end. However, County may establish a specific due date when necessary to comply with State requirements and Contractor agrees to abide by such revised due date. This report shall include, at a minimum, identification of program activities offered, program accomplishments, community collaboration activities, and program outcome measures, including but not limited to how the Contractor's program has improved the overall mental health care of Latino individuals, families, and communities and support culturally relevant mental health providers and their prevention efforts.
 - 5. Additional documentation related to PEI program outcomes measures is under development and Contractor agrees to provide County with such additional information as may be necessary for reporting purposes.

2) ARTICLE II shall be amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period July 1, 2012 through June 30, 2014 unless earlier terminated pursuant to the provisions contained herein under the Articles titled "Fiscal Considerations" or "Default, Termination, and Cancellation."

3) ARTICLE III, paragraph A, shall be amended in its entirety to read as follows:

- A. Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health and Human services Agency Director or Director's designee granting an extension of the time to complete

billing for services or expenses. For billing purposes, a “service month:” shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled “Scope of Services.” Each invoice shall be accompanied by the “Monthly Service Delivery Report” as supportive documentation.

4) ARTICLE III, paragraph C, shall be amended in its entirety to read as follows:

C. Rates:

Category	Fiscal Year 2012-13 and up to date of execution of Amendment I	Hourly Rate Effective on date of execution of Amendment I
Childcare Specialist	\$14.00	\$14.00
Licensed Clinical Supervisor	\$50.00	\$65.00
Mental Health Counselor	\$26.00	\$30.00
Mental Health Counselor / Children’s Group Facilitator	\$28.00	\$35.00
Program Coordinator	\$31.00	\$40.00
Promotora	\$19.00	\$22.00
Promotora / Group Facilitator	\$19.00	\$22.00
Mileage shall be paid in accordance with the County mileage rate in effect at the time of the travel.		

5) ARTICLE III, paragraph E, shall be amended in its entirety to read as follows:

Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled “Notice to Parties.”

Mail invoices to:	Mail remittance to:
Health and Human Services Agency – Finance Unit 3057 Briw Road Placerville, CA 95667	South Lake Tahoe Family Resource Center, Inc. 3501 Spruce Avenue, Suite B South Lake Tahoe, CA 96150 Attn: Accounts Receivable

6) ARTICLE III, paragraph F, shall be amended in its entirety to read as follows:

F. Not to Exceed: Compensation for services provided under this Agreement, inclusive of training, related travel and program supplies, shall not exceed the amounts as follows:

Term	Amount
July 1, 2012 through June 30, 2013	\$114,230
July 1, 2013 through June 30, 2014	\$134,468
Total Not-to-Exceed for the term of this Agreement	\$248,698

7) ARTICLE XXI shall be amended in its entirety to read as follows:

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. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH & HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

SOUTH LAKE TAHOE FAMILY RESOURCE CENTER, INC.
3501 SPRUCE AVENUE, SUITE B
SOUTH LAKE TAHOE, CA 96150
ATTN: DE-ANNE HOOPER, DIRECTOR

Or to such other location as the Contractor directs.

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in the article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

8) Article XXXIII shall be amended in its entirety to read as follows:

ARTICLE XXXIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Ren Scammon, Program Manager I, or successor.

9) Article XXXVIV shall be added as follows:

ARTICLE XXXVIV

Access to Records: Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. Contractor further acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three years after final payment or for any longer period required by law.

Except as herein amended, all other parts and sections of that Agreement 063-S1311 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Ren Scammon Dated: 9/12/13
Ren Scammon, Program Manager I
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Don Ashton Dated: 9/13/13
Don Ashton, M.P.A., Interim Director
Health and Human Services Agency

//
//
//
//
//
//
//
//

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services 063-S1311 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____

Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

SOUTH LAKE TAHOE FAMILY RESOURCE CENTER, INC.
A CALIFORNIA CORPORATION

By: _____
Rick Meyer, President
"Contractor"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

kgf