

AGREEMENT FOR SERVICES 114-S1311
AMENDMENT I

This Amendment I to that Agreement for Services 114-S1311, 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 and Family Services, Inc., a California non-profit public benefit corporation 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 6765 Green Valley Road, Placerville, CA 95667 (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is George Nielsen, 730 Main Street, Placerville, CA 95667.

RECITALS

WHEREAS, Contractor has been engaged by County to provide specialty mental health services for children (hereinafter referred to as "Clients") on an "as requested" basis for the County of El Dorado Health and Human Services Agency, Mental Health Division, in accordance with Agreement for Services 114-S1311, dated September 11, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of the original Agreement, thereby amending **Article II - Term**, increase the not-to-exceed amount of the original Agreement, thereby amending **Article III – Compensation**, update **Article IV – Cost Report**, and update **Article XXIV – Notice to Parties**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services 114-S1311 shall be amended a first time as follows:

1) Article II shall be amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall cover the period of July 1, 2012 through June 30, 2015 unless earlier terminated pursuant to the provisions under the Article titled "Fiscal Considerations" and "Default, Termination, and Cancellation" herein.

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

- A. Rates: Specialty Mental Health Services, including Assessment, Individual Services, Collateral Services, Group Services, Case Management, Therapeutic Behavioral Services, and Crisis Intervention, shall be billed at \$1.85 per minute for the period July 1, 2012 through June 30, 2013. Effective July 1, 2013, Specialty Mental Health Services, including Assessment, Individual Services, Collateral Services, Group Services, Case

Management, Therapeutic Behavioral Services, and Crisis Intervention, shall be billed at \$2.10 per minute.

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

C. The maximum obligation for services provided during the term of this Agreement shall be as follows:

Time Period	Amount
7/1/12 – 6/30/13	\$675,000
7/1/13 – 6/30/14	\$675,000
7/1/14 – 6/30/15	\$675,000
Total Not-to-Exceed of Agreement	\$2,025,000

Contractor's allowable services billed to County may vary by up to ten percent (10%) between fiscal year amounts shown above, provided any such variation does not change the total Not-to-Exceed amount of this Agreement.

4) Article IV shall be amended in its entirety to read as follows:

ARTICLE IV

Cost Report: Contractor shall submit an annual Cost Report to County on or before October 31st of each year for the preceding fiscal period of July 1st through June 30th ("fiscal period"). Contractor shall prepare the Cost Report in accordance with the State Department of Health Care Services Cost and Financial Reporting System Local Program Financial Support Instruction Manual, incorporated by reference as if fully set forth herein.

The Cost Report shall be the final financial record of services rendered under this Agreement, for subsequent audits, if any. Such reported costs and allocations shall be supported by source documentation maintained by Contractor and available at any time to Contract Administrator upon reasonable notice.

It is agreed between County and Contractor that the rates stated in this Agreement are intended to approximate the Contractor's actual costs. Should the actual rate as determined in the Cost Report for the fiscal period be less than the rate(s) identified herein, Contractor agrees to reimburse County for all amounts paid in excess of the actual rate. Reimbursement shall be remitted to County no later than December 31st following the fiscal period. Based upon written approval by the Health and Human Services Agency Director, this reimbursement may be made via monthly installment payments for up to six (6) months.

5) Article XXIV shall be amended in its entirety to read as follows:

ARTICLE XXIV

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:


NEW MORNING YOUTH AND FAMILY SERVICES, INC.
6765 GREEN VALLEY ROAD
PLACERVILLE, CA 95667
ATTN: DAVID ASHBY, EXECUTIVE 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 promptly notify County in writing pursuant to the provisions contained herein this Agreement under 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.

Except as herein amended, all other parts and sections of that Agreement 114-S1311 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
Laura Walny, Program Manager II
Health and Human Services Agency

Dated: 6/12/13

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Janet Walker-Conroy
Janet Walker-Conroy, Interim Director
Health and Human Services Agency

Dated: 6/12/13

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services 114-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 --

NEW MORNING YOUTH AND FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION

By: _____
David Ashby, Executive Director
"Contractor"

Dated: _____

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