

ORIGINAL

AGREEMENT FOR SERVICES #3093 (#188-S1610) AMENDMENT IV

TELEPHONE EXCHANGE SERVICE

This Amendment IV to that Agreement for Services #3093 (188-S1610), 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 New Connections Communication Services, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 319 Blue Peacock Way, Suite 1, Seymour, TN 37865, and whose local place of business is 2550 Ninth Street, Suite 113, Berkeley, CA 94710; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide telephone exchange services for the County of El Dorado Health and Human Services Agency, Adult Protective Services, Child Welfare Services, Behavioral Health, Public Health, and Public Guardian programs, in accordance with Agreement for Services #3093 (188-S1610), dated April 5, 2016, Amendment I, dated June 14, 2016, Amendment II, dated November 26, 2018, and Amendment III, dated April 9, 2019, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increase the maximum contractual obligation, hereby amending **ARTICLE III – Compensation for Services**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #3093 (188-S1610) shall be amended a fourth time as follows:

Article III is hereby amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: 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."

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit H – AMDT III, "New Connections Communication Services, Inc., RATES," incorporated herein and made by reference a part hereof.

The maximum contractual obligation of the County for the term of this Agreement shall not exceed \$145,000.00.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. 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:

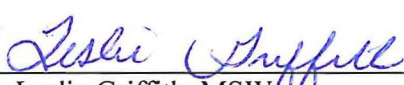
County of El Dorado
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, California 95667
Attn: Fiscal Unit

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required, pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XI, Default, Termination, and Cancellation.


Except as herein amended, all other parts and sections of that Agreement #3093 (188-S1610) shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith, MSW
Assistant Director, Child Welfare Services
Health & Human Services Agency

Dated: 4/20/2020


Requesting Department Head Concurrence:

By: 
Don Semon
Director
Health and Human Services Agency

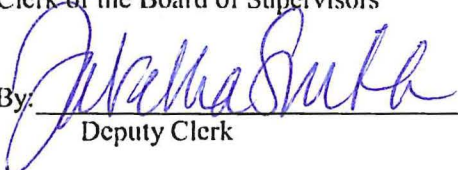
Dated: 4-20-20

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

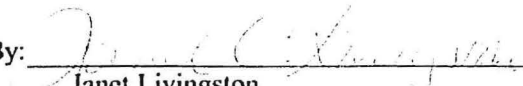
Dated: 4/21/20
By:  Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By:  Deputy Clerk
Dated: 4/21/20

-- CONTRACTOR --

NEW CONNECTIONS COMMUNICATION SERVICES, INC.
A CALIFORNIA CORPORATION

By: 
Janet Livingston
CEO and Corporate Secretary
"Contractor"
Dated: 4/21/2020