

**AGREEMENT FOR SERVICES #047-S1310
AMENDMENT I**

This Amendment I to that Agreement for Services 047-S1310, 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 Alcohol and Drug Program counseling, prevention and treatment or other services on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency ("HHSA"), in accordance with Agreement for Services 047-S1310, dated August 14, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add services thereby amending **Article II – Scope of Services**, to extend the term of the original Agreement, thereby amending **Article III - Term**; to increase the not-to-exceed amount of the original Agreement, thereby amending **Article IV – Compensation** for services, to update contact information thereby amending **Article LVII – Notice to Parties**, and to amend **Article XXVIII – Inspections and Audits**;

NOW THEREFORE, the parties do hereby agree that Agreement for Services 047-S1310 shall be amended a first time as follows:

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

ARTICLE II

Scope of Services:

1. Court Appearances: Upon subpoena by County, Contractor shall attend court sessions. County shall only pay Contractor for court appearances when County subpoenas Contractor. Contractor shall be paid for court appearances at the DMC rate for Regular DMC individual counseling session rate for time actually spent at the subpoenaed court session. Travel time shall not be included in the reimbursement for these services.
2. Court Meetings: As arranged by and upon notification from the Court, or as the Court directs County, Contractor shall attend client-related Court meetings ("Court Meeting"). Contractor shall be paid for their attendance at Court Meetings using the Regular DMC "Outpatient Drug Free ("ODF") Individual Counseling face-to-face visit" Unit of Service Rate as their hourly rate for time actually spent at the Court Meeting. Contractor is required to sign in with the Court Clerk at said meeting. Failure to sign in with the Court Clerk may delay payment. If the Court's Meeting is cancelled by the Court less than 24 hours in advance of its scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of that month's cancelled Court Meeting, not to

exceed two (2) hours. Travel expenses incurred by Contractor as a result of the provision of these services including, but not limited to travel time, meals, lodging, mileage, etc., are not included in this Agreement and shall not be paid by County.

Services provided under this Agreement are comprised of three distinct and separate funding sources categorized as follows:

- “AB 109 Treatment Services” shall be provided only to those clients identified by HHSA as eligible for AB 109 Treatment Services in accordance with the definition of “AB 109 Offender” outlined under “Definitions,” must be referred to Contractor by County via a Treatment Authorization form, and are funded by AB 109 Realignment.
- “Drug Court Treatment Services” shall be provided only to those clients referred to Contractor by County via a Treatment Authorization form, and are funded by Realignment 2011 funds.
- “Alcohol and Other Drug Counseling and Treatment Services” clients may be referred to Contractor by County via a Treatment Authorization form, or may be self-referred, and are funded by either Drug Medi-Cal or Federal Block Grant funds.

The above-noted services are defined below. Contractor shall provide services defined under each category only if funding has been indicated for those services in the Article titled “Compensation for Services.”

A. AB 109 TREATMENT SERVICES

County shall be responsible for:

1. Assignment of a HHSA Program Coordinator from the HHSA Alcohol and Drug Program (ADP) to be the AB 109 Program Coordinator.
2. Ensuring adherence to AB 109 Program Coordinator responsibilities, including but not limited to: comprehensive case management, referrals, treatment matching, court appearances, client tracking and documentation, and monitoring of program outcomes.
3. Facilitation of the Multi-Disciplinary Team comprised of the AB 109 Program Coordinator, Probation Department staff, and Contractor:
 - a. Assessment of each client identified as eligible under California Assembly Bill (AB) 109;
 - b. Completion and submission of HHSA Treatment Authorization Form.

Contractor shall be responsible for:

1. Attendance at all Multi-Disciplinary Team meetings, Collaborative Case Management meetings, and Court sessions.
2. Drug testing:
 - c. Clients admitted to residential treatment may be tested for drug usage; however, the cost of drug testing shall be included within Contractor’s rate for service and shall not be billed separately.
 - d. Clients admitted to outpatient treatment may be tested for drug usage, the cost of which shall be billed as a separate item in accordance with the “County Standardized Rate Structure” in the Article titled “Compensation,” paragraph A.
3. Progress Reports
 - a. Contractor shall report client progress to the County Probation Department and HHSA AB 109 Coordinator in the form of a Progress Report and copy of the signed Treatment Plan within twenty-one (21) days of initial intake. Contractor shall provide further client progress updates utilizing the Progress Report format upon request, but not less than quarterly. In addition,

- Contractor shall report client progress at the Multi-Disciplinary Team meetings.
 - b. Contractor shall report to the Multi-Disciplinary Team when a client successfully completes the drug treatment program within ten (10) days of completion of the program.
 - c. Contractor shall notify the County Probation Department within ten (10) days of the date Contractor learns of client non-compliance with the program.
4. Provision of services in accordance with HHSA "Treatment Authorization" that may include but are not limited to:
- a. Residential Services:
 - i. Provision of residential treatment beds if so indicated on HHSA "Treatment Authorization to eligible offenders.
 - b. Outpatient Services:
 - i. Level I – Low Intensity: One (1) group session per week, random drug testing, one (1) individual counseling session per month.
 - ii. Level II – Medium Intensity: Two (2) group sessions per week, random drug testing, one (1) individual session per month.
 - iii. Level III – High Intensity: Three (3) group sessions per week, random drug testing, up to two (2) individual counseling sessions per month.
 - iv. Recovery Support Sessions: Recovery support refers to an individual counseling session for participants designed to address threats or perceived threats to a participant's recovery. These services shall be provided on an "as needed" basis and must be recommended by the Multi-Disciplinary Team and pre-authorized in writing by the AB 109 Coordinator.
 - v. Transitional Living Services: Cooperative living arrangements with a requirement to be free from alcohol and other drugs; sometimes referred to as a sober living environment, a sober living home, transitional housing, or alcohol and drug free housing.

B. DRUG COURT TREATMENT SERVICES

County shall be responsible for:

1. Assessment of each client identified as eligible under the Drug Court Program.
2. Assignment of an ADP HHSA Program Coordinator to be the Drug Court Program Coordinator.
3. Completion and submission of HHSA "Treatment Authorization Form."
4. Ensuring adherence to Drug Court Program Coordinator responsibilities, including but not limited to: Assessment, Case Management, Referrals, Client Tracking, Data Entry to CalOMS Treatment Database and Court Appearances.
5. Participation on a Drug Court Team comprised of representatives from the District Attorney's Office, Public Defender's Office, Probation Department, Alcohol and Drug Program, and Contractor.

Contractor shall be responsible for:

1. **Attendance at Meetings:** Contractor shall ensure assigned counselors attend and participate in Drug Court Program meetings. This includes but is not limited to collaborative meetings, and pre-court session meetings. Contractor shall attend and participate in Drug Court Program court sessions upon request from HHSA. County shall furnish Contractor with the schedule of Drug Court sessions and provide reasonable advance notice of pre-court collaborative conference times and locations.
2. **Basic Services:** Contractor agrees to provide intake; residential substance abuse treatment; outpatient substance abuse treatment; transitional living; parenting groups and parenting education groups; drug testing and ancillary services for participants in the Drug Court Program. The County reserves the right to make the final decision on whether or not a participant shall be referred for the Drug Court Program and the appropriate treatment services to be provided. Program participants shall be referred

to Contractor and require a Treatment Authorization Form submitted via fax by the Drug Court Program Coordinator to the Contractor prior to any services being provided.

- a. Contractor shall notify HHSa Drug Court Coordinator prior to terminating any Drug Court client from treatment.
3. Case Management: Contractor shall assign a staff member to coordinate case management functions with the Drug Court Program Coordinator.
4. Drug Court Program Contact Person: Contractor shall designate a Drug Court Program contact person from among its staff, and this person shall serve as the primary point of contact for the County in exchanging information related to the Drug Court Program.
5. Drug Court Program Reports: Contractor shall prepare progress reports in HHSa-approved format. Contractor shall submit progress reports to HHSa's Drug Court Program Coordinator or designee as requested, and shall submit progress reports to the Court at least one day prior to each scheduled Drug Court session. In addition, Contractor shall prepare any reports requested by the collaborating agencies in the Drug Court Program.

Contractor shall respond in writing within five (5) business days to HHSa's request for any program or fiscal information, including but not limited to educational materials, forms, client records, and invoices.

6. Residential Services: With prior County approval, Contractor may provide or subcontract for residential services for participants who have been referred into the Drug Court Program. Contractor shall comply with the Article titled "Assignment and Delegation" obtaining prior written approval by HHSa for subcontracting.
7. Treatment Plans: Contractor shall develop treatment plans based upon the results of each client's substance abuse assessment. Said assessment shall be performed by County prior to referral and documentation provided to Contractor. Client treatment plans are updated with client every ninety (90) days in accordance with Drug Medi-Cal standards.

C. ALCOHOL AND OTHER DRUG COUNSELING TREATMENT SERVICES:

County shall be responsible for:

1. Annual site audit.
2. Monitoring of invoices and services to ensure adherence to funding allocations; and
3. Monitoring of program to ensure adherence to terms and conditions of the Agreement.

Contractor shall be responsible for:

1. Assessments: Initial assessments of clients shall be developed using appropriate assessment and screening tools, as defined in the paragraph below titled "Support Tasks and Activities."
2. Case Management: This function shall be performed to integrate and coordinate all necessary services and to help ensure successful treatment and recovery. Case management may include evaluating payment resources, determining the nature of services to be provided, planning the delivery of treatment services, identifying appropriate treatment resources, referring clients to other resources as appropriate, monitoring client progress, documenting treatment, participating in case conferences, and other similar types of activities.
3. Client Treatment: Treatment shall be delivered through a program that offers services at different levels of intensity depending on individual client needs. Treatment shall be consistent with findings that result from administration of the ASAM PPC-2.

- a. **Basic Services:** Contractor agrees to provide ancillary services; drug testing; intake; outpatient substance abuse treatment; parenting groups and parenting education groups; residential substance abuse treatment; and transitional living services as indicated on HHSA Treatment Authorization for participants in the Drug Court Program. HHSA reserves the right to make the final decision on whether or not a participant shall be referred for the Drug Court Program and the appropriate treatment services to be provided. Program participants shall be referred to Contractor and require HHSA Treatment Authorization Form submitted via fax by the Drug Court Program Coordinator to the Contractor prior to any services being provided.
- b. Clients admitted to residential treatment may be tested for drug usage; however, the cost of drug testing shall be included within Contractor's rate for service and shall not be billed separately. Clients admitted to outpatient treatment may be tested for drug usage, the cost of which shall be billed as a separate item in accordance with the "County Standardized Rate Structure" in the Article titled "Compensation."
4. **Intake:** Demographic, financial, health, family, living situation and other pertinent information shall be collected as necessary to establish client records and support reporting requirements. Intake also includes dissemination of required information to clients including but not limited to Contractor confidentiality policies, complaint procedures and admission procedures.
5. **Health Education Addiction Recovery through Self-Responsibility (H.E.A.R.T.S.):** Upon receipt of a list of County inmates who have been referred for the H.E.A.R.T.S. program via court order, Contractor shall provide twenty-four (24) group educational sessions. Each session consists of two (2) hours of intensive evidence-based alcohol and substance abuse treatment curriculum approved by County Alcohol and Drug Program, in a group setting, and is conducted at the Placerville Jail facility. Contractor shall document client participation in the H.E.A.R.T.S. program into the CalOMS system pursuant to the Article titled "Reporting to County." The H.E.A.R.T.S. jail services program provides up to eight (8) hours per week of group education on substance abuse for eligible participants in the County jail facilities, as well as associated support tasks such as class preparation, grading homework, and follow up, for a total not-to-exceed of seventy two (72) hours per month.
6. **Support Tasks and Activities:**
 - a. **Assessment Tools:** Contractor shall maintain the capability to administer the ASI-Lite, Adolescent ASI assessment instrument, ASAM PPC-2 Patient Placement Criteria, and an appropriate screening instrument such as the Substance Abuse Subtle Severity Index (S.A.S.S.I).
 - b. **Client Admission to Treatment:** Contractor may receive requests for service directly from clients (self-referral) or by Pre-Authorization Form submitted by HHSA Alcohol and Drug Program (ADP) staff member assigned to function as Program Coordinator. When a request for service is made by an eligible client, Contractor shall ensure that services are initiated with reasonable promptness. Waiting lists of more than thirty (30) days for services subsidized under this Agreement shall be reported in writing to the Contract Administrator no later than the 15th day of each month. Contractor shall coordinate with HHSA to ensure placement of County-referred clients in a timely manner.

Contractor agrees to admit on a priority basis pregnant women and/or HIV-positive individuals, and to advise individuals seeking treatment of these priority admission provisions. Contractor may not require clients to disclose HIV status; however, clients may volunteer this information.

- c. **Screening and Referral:** Contractor shall screen clients to determine their potential eligibility for Veterans Health Care Services and refer them to a Veterans Administration (VA) facility if it appears eligibility may exist. The nearest VA facility is:

Sacramento Veterans Administration Medical Center
10535 Hospital Way, Mather, CA 95655
(916) 366-5366

7. Treatment Plans: An individualized treatment plan shall be developed for each client using information obtained in the intake and assessment process. The treatment plan must be completed within thirty (30) days of the date the client is admitted to treatment. The treatment plan shall identify problems to be addressed, goals to be reached, action steps, target dates, type, and frequency of services to be provided, and the assigned counselor. Treatment plans must be maintained in client records, and kept current as treatment progresses.

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

ARTICLE III

Term: This Agreement shall cover the period July 1, 2012 through June 30, 2014, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Articles titled, "Fiscal Considerations" or "Default, Termination, and Cancellation."

3) Article IV, Section A "Rates" shall be amended in its entirety to read as follows:

Compensation for Services:

A. Rates: All three categories of treatment services defined under the Article titled "Scope of Services" billed to County shall use the "County Standardized Rate Structure" below, which shall use the most current California Drug Medi-Cal ("DMC") Alcohol and Drug Services Program "Regular DMC" and "Perinatal DMC" rates (collectively "DMC rates") as its benchmark and as set forth in the chart listed below.

Notwithstanding the foregoing, Federal Block Grants Management Guidelines require Contractor to ensure that Federal Block Grant funds are the "payment of last resort" for Alcohol and Other Drug Treatment Services subsidized under this Agreement. For that reason, Contractor shall comply with the following guidelines with regard to charges for services, including the establishment of a sliding scale fee schedule, attached hereto as Exhibit A and incorporated by reference herein, the sole purpose of which is for use in billing clients for Alcohol and Other Drug Counseling Treatment Services. In addition, Contractor may only bill County for Alcohol and Other Drug Counseling Treatment Services using the County Standardized Rate Structure herein after Contractor demonstrates that Contractor cannot collect the foregoing rates for Alcohol and Other Drug Counseling Treatment Services from: 1) an insurance carrier or other benefit program, including but not limited to the Social Security Act, including Title 19 CCR and Title 22 CCR programs, 2) any State compensation program, and 3) any other public assistance program for medical expenses, any grant program, or any other benefit program. Any amount billed to the County shall equal the difference between the "County Standardized Rate" and the amount received by Contractor from a separate funding source.

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SERVICE	COUNTY RATE STRUCTURE
<p>Client Progress Reports. No later than (30) days after the end of each second service month, Contractor shall provide the Program Coordinator, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Court Appearances. Upon subpoena by County, Contractor shall attend court sessions. County shall only pay Contractor for court appearances when County subpoenas Contractor. Contractor shall be paid for court appearances at the DMC rate for Regular DMC individual counseling session rate for time actually spent at the subpoenaed court session. Contractor shall provide documentation of attendance at Court appearances as backup to invoices. Travel time shall not be included in the reimbursement for these services.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Court Meetings. Upon notification from Court or as Court directs County, and at a rate equivalent to the individual counseling session rate for the time Contractor appeared in person at Court Meeting, and pro-rated for time actually spent at the pertinent court session. If Court's Meeting is cancelled by the Court less than 24 hours in advance of scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of cancelled Court meeting, not to exceed two (2) hours. Contractor shall provide documentation of attendance at Court meetings as backup to invoices. Travel expenses including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Court Documents Preparation. Upon written request by County at a rate equivalent to the individual counseling session rate and up to a maximum limit of two (2)-session rates charged per report.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Family Therapy Session. 90 minutes per session upon written request by County and wherein one (1) or more therapists or counselors treat no more than twelve (12) family members at the same time. Multiple Units of Service shall be allowed upon approval of Program Coordinator.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate per client</p>
<p>Group Counseling Session. 90 minutes per session and per group therapy participant upon written request by County and wherein one (1) or more therapists or counselors treat no less than three (3) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon approval of Program Coordinator.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate</p>

SERVICE	COUNTY RATE STRUCTURE
Health Education Addition Recovery through Self-Responsibility (H.E.A.R.T.S.) Program. Contractor shall provide documentation of attendance at H.E.A.R.T.S. sessions as backup to invoices.	\$28.00 per hour
Individual Counseling Session. 50-60 minutes per session and per individual upon written request by County.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Multidisciplinary Team Meeting. Upon written request by County and for time actually spent in the meeting, Contractor shall include support documentation in the form of time study attached to any invoice for Multidisciplinary Team Meeting participation. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams in which County considers Contractor or Contractor's staff or assigns to be regular standing members.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Perinatal Women's Residential Services	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Perinatal DMC) Perinatal Residential rate per day.
Residential – Men's Residential Services Parenting Women's Residential Services Non-parenting Women's Residential Services	\$70.00 per bed day \$70.00 per bed day \$70.00 per bed day
Transitional Living – Cooperative living arrangements with a requirement to be free from alcohol and other drugs; sometimes referred to as a sober living environment, a sober living home, transitional housing, or alcohol and drug free housing.	\$20.00 per bed day
SUBSTANCE ABUSE TESTS	RATES
ETG 80 Hour Urine Test. Detects for the presence of alcohol for up to 80 hours after it is consumed. All tests shall be sent to the lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days.	\$45.00 per test
ETG/UA. Combination package of ETG 80 Hour Urine Test and Instant 5 Panel Urine Test. All tests results – positive and negative - shall be sent to lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days.	\$90.00 per test
Instant 5 Panel Urine Test. On-site test checks for the presence of Amphetamine/Methamphetamine, THC, Cocaine, Opiates, and Benzodiazepines. All test results – positive and negative - shall be sent to lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days.	\$45.00 per test
Instant Alcohol Swab. On-site instant alcohol swab to detect whether or not any alcohol is currently present in Client's system. This is a presumptive test and is not legally binding.	\$45.00 per test

SERVICE	COUNTY RATE STRUCTURE
Instant Oral Saliva Test. On-site test checks for the presence of Amphetamine, Methamphetamine, THC, Cocaine, Opiates, and PCP. All test results – positive and negative - shall be sent to lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days	\$45.00 per test or free if done in conjunction with ETG 80 Hour Urine Test.
Urinalysis. Scheduling and monitoring of random urinalysis collection shall be done on site. All tests shall be sent to the lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days. 8 Panel Urine Test includes testing for presence of alcohol, amphetamines, barbiturates, benzodiazepines, cocaine, opiates, THC (marijuana), and creatinine levels.	\$30.00 per test

1. For the purposes of this Agreement:

- DMC rates are for reimbursement reference purposes only and any descriptive information contained within the DMC rate schedule shall not apply to this Agreement unless otherwise specifically addressed. California-approved Drug Medi-Cal (DMC) reimbursement rates are located on the California Department of Alcohol and Drug Programs (ADP) website at the following website address: <http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>¹
- DMC rates shall be subject to an annual adjustment in order to match the most current State-approved DMC rate schedule. Any adjustments to the DMC rate schedule by the State shall become effective the first day of the month that follows California’s announcement that its governor has signed the Budget Bill for that particular Fiscal Year, thereby enacting the State’s Budget Act.²

4) Article IV, Section C “Funding for Service Categories” shall be amended in its entirety to read as follows:

C. Funding for Service Categories:

Funding Type	Amount
AB 109 Treatment Services	
AB 109 Treatment Services – Behavioral Health Realignment	\$0
Behavioral Health Realignment	
Behavioral Health Realignment	\$0
Alcohol and Other Drug Counseling Treatment Services	
Federal Block Grant – Substance Abuse Prevention and Treatment (“SAPT”) Discretionary	\$59,295

¹ The California ADP Bulletin contains information on the most current DMC rates, which can be found at the CA Dept. of Health Services (<http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>). This link will open the “Alcohol and Drug Bulletins and Letters” page. Click on the link titled “Proposed Drug Medi-Cal Rates for Fiscal Year ___” (most current fiscal year) or click on the Exhibit link to open the DMC rate chart.

² The most current information on the status of the enactment of the California budget act may usually be found at the following website: <http://senweb03.senate.ca.gov/focus/budget/default.aspx>.

Funding Type	Amount
Federal Block Grant – SAPT Perinatal Set Aside	\$0
Federal Block Grant – SAPT Adolescent & Youth Treatment	\$20,000
Drug Medi-Cal (includes Federal Financial Participation (“FFP”))	\$31,724
Total Not-to-Exceed Amount	\$111,019

5) Article IV, Section D, subsection 3 shall be amended in its entirety to read as follows:

3. Invoice / remittance to be sent as follows:

Invoices	Remittance
County of El Dorado Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Health Services Fiscal Unit	New Morning Youth and Family Services, Inc. 6765 Green Valley Road Placerville, CA 95667 Attn: Accounts Receivable

6) Article LVII shall be amended in its entirety to read as follows:

ARTICLE LVII

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 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.

7) Article XXVIII shall be amended to add the following as the last paragraph of the Article:

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 047-S1310 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
Shirley White, Program Manager
Health and Human Services Agency

Dated: 8/20/13

REQUESTING DEPARTMENT HEAD CONCURRENCE:

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

Dated: 8/22/2013

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services 047-S1310 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: 8/21/13

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