

AGREEMENT FOR SERVICES #357-169-M-E2010  
AMENDMENT I

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This Amendment I to that Agreement for Services 357-169-M-E2010, 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 Foothill Indian Education Alliance, whose principal Place of business is 100 Forni Road, Placerville, CA 95667 (mailing address: P.O. Box 1418, El Dorado, CA 95623); (hereinafter referred to as CONTRACTOR).

R E C I T A L S

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide Cultural Specialists from the Native American community to conduct the Wennem Wadati (A Native Path to Healing) program, using prevention and early intervention strategies to promote mental health in the Native American community in accordance with Agreement for Services #357-169-M-E2010, dated October 26, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the Health Services Department has been reorganized and is now known as the Health Services Department of the Health and Human Services Agency; and

WHEREAS, the parties hereto have mutually agreed to extend the term of the original Agreement, thereby amending Article III - Term; and

WHEREAS, the parties hereto have mutually agreed to increase the not-to-exceed amount of the original Agreement, thereby amending Article IV - Compensation, and thereby amending and replacing Exhibit H - Fee Schedule; and

WHEREAS, the parties hereto have mutually agreed to amend Article XII - Notice to Parties; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #357-169-M-E2010 shall be amended a first time as follows:

- 1) All references in the original agreement to the "Health Services Department" or "HSD" shall be deemed to refer to the Health Services Department of the Health and Human Services Agency.

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

**Article III. TERM**

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of November 1, 2010 through June 30, 2012 unless earlier terminated pursuant to the provisions under Article X or Article XI herein.

3) Article IV, Section 4.05 shall be amended in its entirety to read as follows:

Section 4.05 The total amount for "Reimbursable Expenses" as defined on Exhibit H (amended) shall not exceed \$25,350 (note, however, that any amount not expended for "Reimbursable Expenses" may be utilized for other services authorized by this Agreement).

Invoices are to be sent to the following address:

County of El Dorado Health and Human Services Agency  
Attn: Accounts Payable  
929 Spring Street  
Placerville, CA 95667

The total amount of this Agreement shall not exceed \$251,450.

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

**Article XII - 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 AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: DANIEL NIELSON, M.P.A., DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:


FOOTHILL INDIAN EDUCATION ALLIANCE  
P.O. BOX 1418  
EL DORADO, CA 95623  
ATTN: JAMES MARQUEZ

or to such other location as the CONTRACTOR directs.

- 5) Exhibit H – Fee Schedule FY 10/11 Foothill Indian Education Alliance shall be replaced in its entirety by Exhibit H (amended) – Fee Schedule Foothill Indian Education Alliance attached hereto and incorporated by reference herein.

Except as herein amended, all other parts and sections of that Agreement #357-169-M-E2010 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:   
 Daniel Nielson, M.P.A., Director  
 Health and Human Services Agency

Dated: 1-11-2012



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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #357-169-M-E2010 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_, Chair  
Board of Supervisors  
COUNTY

Dated: \_\_\_\_\_

*ATTEST:*  
*Suzanne Allen de Sanchez*  
*Clerk of the Board of Supervisors*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- CONTRACTOR --

By: James Marquez  
James Marquez, Executive Director  
Foothill Indian Education Alliance  
CONTRACTOR

Dated: 1/9/2012

EXHIBIT H (amended)  
 Fee Schedule  
 Foothill Indian Education Alliance

| <u>Category</u>                                     | <u>Hrly Rate</u> | <u>Estimated Amount</u> |
|---|------------------|-------------------------|
| Cultural Specialist                                 | \$65.00          | \$175,650               |
| Student Leadership/Prevention Activities Specialist | \$17.50          | \$50,450                |
| <b>Total Estimated Personnel</b>                    |                  | <b>\$226,100</b>        |

Reimbursable Expenses:

Dance regalia materials and costs; cultural arts supplies / materials; prevention activities guest speaker costs; purchasing of prevention curriculum; food; materials; training; travel; field trip costs and fees. \$25,350

|                                   |                  |
|-----------------------------------|------------------|
| <b>Total Not to Exceed Amount</b> | <b>\$251,450</b> |
|-----------------------------------|------------------|

- 1) CONTRACTOR's allowable services billed to COUNTY may reflect a shift / variation between personnel line items of up to \$2,500, provided any such variation does not impact CONTRACTOR's ability to remain within the total Not-to-Exceed amount of the Agreement.
- 2) In addition to the variation allowed above, per Section 4.05 of the Agreement, any amount not expended for Reimbursable Expenses may be utilized for other services authorized by this Agreement (i.e. Personnel).
- 3) Relevant training and associated travel expenses must be approved in advance by MHD.
- 4) In no event shall COUNTY be obligated to pay CONTRACTOR for any amount above the Total Not-to-Exceed for this Agreement, as shown above.