

AGREEMENT FOR SERVICES #804-PHD1108
Rural Health Demonstration Project (RHDP)
AMENDMENT I

This Amendment I to that Agreement for Services #804-PHD1108, 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 HEALTH Net of California, Inc.; (hereinafter referred to as "HEALTH NET");

R E C I T A L S

WHEREAS, COUNTY has been engaged by HEALTH NET to implement a comprehensive plan to provide children and adolescents with improved access to dental services, in accordance with Agreement for Services #804-PHD1108, dated March 31, 2009, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the schedule of quarterly reporting of said Agreement, hereby amending Article I – Scope of Services and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement, hereby amending Article II - Term; and

WHEREAS, the parties hereto have mutually agreed to carry forward unspent funds into fiscal year 2010-11 to allow completion of said plan, hereby amending Article III - Compensation;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #804-PHD1108 shall be amended a first time as follows:

1) Article I (a) (vii) shall be amended in its entirety to read as follows:

Work closely with the assigned grant manager to monitor progress and assure project milestones are achieved.

- 1) *Submit ten (10) quarterly progress reports to the Health Net grant manager on the Quarterly Activity Report form (see Exhibit B attached hereto and made by reference a part hereof).*
- 2) *Quarterly progress reports shall be due to the grant manager by email by noon on the dates below:*

Quarter	Activities performed during:	Report Due:
1	1/1/09 to 3/30/09	5/14/09
2	4/1/09 to 6/30/09	8/14/09
3	7/1/09 to 9/30/09	11/14/09
4	10/1/09 to 12/31/09	2/14/10
5	1/1/10 to 3/30/10	5/14/10
6	4/1/10 to 6/30/10	8/14/10
7	7/1/10 to 9/30/10	11/14/10
8	10/1/10 to 12/31/10	2/14/11
9	1/1/11 to 3/30/11	5/14/11
10	4/1/11 to 6/30/11	8/14/11

- 3) *Submit an invoice with the amounts expended for each line item of the budget (see Article III – Compensation, below) with each quarterly report.*

2) Article II shall be amended to add:

Effective upon signature by all parties hereto, the term of this Agreement shall cover March 31, 2009 through June 30, 2011, unless earlier terminated by either party per the stipulations of Article VI herein.

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

Article III. Compensation for Services

For services provided herein, HEALTH NET agrees to pay COUNTY quarterly in arrears and within thirty (30) days following HEALTH NET'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 the budget described in Exhibit A, attached hereto and made by reference a part hereof.

Invoices shall be prepared by COUNTY and submitted to HEALTH NET on the applicable Itemized Expenditure Statement provided by MRMIB, Exhibits C-1 and C-2, attached hereto and made by reference a part hereof. Each invoice shall be accompanied by financial documentation supporting the invoice. Financial documentation may include:

1. Justification and description of the services provided including the number of hours, hourly wage, name and title of person providing the service, and the date the service was provided.
2. Identification and justification of all direct program costs including applicable receipts. If allowable travel reimbursement is claimed, identify the date and time of travel, destination, employee name, reason travel was necessary, mileage, vehicle license and receipts for lodging, meals, etc. Travel shall be reimbursed in accordance with the rates established by the California Department of Personnel Administration.
3. Identification and justification of employee fringe benefits as identified in Exhibit A. Only fringe benefits that are not excessive in relation to market value shall be allowed.
4. Receipts for all reimbursable supplies and equipment. Each receipt must be legible and include a description of the item and justification for the purchase.

Funding is subject to all limitations contained in the Healthy Families Program RHDP FY 2007-08 and FY 2008-09 Proposal Solicitation, a copy of which is attached hereto as Exhibit E for reference only.

Each invoice shall represent the proportionate value of the services, supplies and equipment actually provided as described in the invoice compared with the total budget for the applicable project proposal as approved by the State.

HEALTH NET shall maintain all the financial documentation for no less than four (4) years after the end of the project. The State shall have access to the financial documentation for the project at any time upon request.

Total amount of this Agreement shall not exceed \$92,911.00 for the term of the Agreement. By signing this Amendment I to that Agreement, HEALTH NET agrees to carry forward those unspent funds of the original \$92,911.00 through June 30, 2011, to allow completion of the project.

Except as herein amended, all other parts and sections of that Agreement #804-PHD1108 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
 Neda West, Director
 Health Services Department

Dated: 7-31-10

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #804-PHD1108 on the dates indicated below.

-- COUNTY OF EL DORADO --

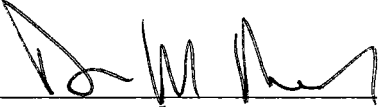
By: _____
Norma Santiago, Chair
Board of Supervisors
"COUNTY"

Dated: _____

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

By: _____ Date: _____
Deputy Clerk

-- HEALTH NET --

By:  _____
Dave Meadows
Vice President, State Health Programs
Health Net of California, Inc.

Dated: 8/5/10

By: Ellen Brown _____
Ellen Brown
Sr. Public Health Administrator, State Health Programs
Health Net of California, Inc.

Dated: August 4, 2010