

AGREEMENT FOR SERVICES #357-S0811
AMENDMENT I

This Amendment I to that Agreement for Services #357-S0811, 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 the Shingle Springs Band of Miwok Indians, a federally-recognized Indian tribe and sovereign nation (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide case management in the Native American community and related data collection and analysis services for clients of the Mental Health Division of the Health Services Department, in accordance with Agreement for Services #357-S0811, dated August 26, 2008, incorporated herein and made by reference a part hereof; and

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

WHEREAS, the parties hereto have mutually agreed to modify the term of said Agreement, hereby amending **ARTICLE II, Term**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE III - Compensation for Services**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #357-S0811 shall be amended a first time as follows:

All references in the original agreement to the "County Mental Health Department" or "MHD" shall be deemed to refer to the Mental Health Division of the Health Services Department.

ARTICLE II

Term: This Agreement as amended shall cover the period of May 1, 2008 through June 30, 2009.

ARTICLE III

Compensation for Services: The total amount of this Agreement shall not exceed \$77,500.00.

Case Management and Outreach. For case management and outreach services the billing rate shall be \$24.04 per hour. Reimbursement for travel shall not exceed \$1,500.00, must be approved in writing by County, and shall be made in accordance with Exhibit "B", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof. County agrees to pay Contractor monthly in arrears for Case Management and Outreach services.

- a. The maximum amount billable for these services in Fiscal Year 07/08 shall be \$7,500.00.
- b. The maximum amount billable for these services in Fiscal Year 08/09 shall be \$50,000.00.

Data Collection, Analysis, and Planning. For this component of the work to be conducted under this agreement, Contractor shall be paid up based on submission of invoices, up to \$20,000.00, submitted after the occurrence of the milestones specified below:

- a. \$8,000.00 after completion of the strategic planning workshop;
- b. \$5,000.00 after acceptance by the Mental Health Department of the Strategic Plan report;
and
- c. \$7,000.00 after completion of the printing of the Strategic Plan Report.

Invoices for Case Management and Outreach shall be submitted by Contractor no later than thirty (30) days following the end of a "service month". For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides the services described above. Invoices for Data Collection, Analysis, and Planning shall be submitted within thirty (30) days of completion of each milestone identified above. Failure to submit invoices within the timeframes specified may result in delays in payment. Payment shall be made within forty five (45) days following the County's receipt and authorization of invoice(s). Invoices are to be sent accordingly:

El Dorado County Health Services Department, Mental Health Division
Attn: Accounts Payable
670 Placerville Drive
Placerville, CA 95667

Except as herein amended, all other parts and sections of that Agreement #357-S0811 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____

Neda West, Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #357-S0811 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:

Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Date: _____

Deputy Clerk

-- CONTRACTOR --

Dated: _____

SHINGLE SPRINGS BAND OF MIWOK INDIANS,
A FEDERALLY RECOGNIZED INDIAN TRIBE AND SOVEREIGN NATION

By: _____

Nicholas Fonseca
Tribal Chairman
"Contractor"