

**AGREEMENT FOR SERVICES 811-S0811
AMENDMENT III
Alcohol and Other Drug Treatment Services**

This Amendment III to that Agreement for Services 811-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 Tahoe Youth and Family Services, Inc., whose principle place of business is 1021 Fremont Avenue, South Lake Tahoe, CA 96150, (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is Paul Hopkins, 1021 Fremont Avenue, South Lake Tahoe, CA 96150.

R E C I T A L S

WHEREAS, Contractor has been engaged by County to provide alcohol and other drug treatment services, in accordance with Agreement for Services 811-S0811, dated July 1, 2008, Amendment I to Agreement 811-S0811 dated May 19, 2009, and Amendment II to Agreement 811-S0811 dated October 16, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, Contractor performed alcohol and other drug treatment services during the term July 1, 2008 through June 30, 2009, in accordance with the terms and conditions of that Agreement 811-S0811, and Amendments I and II to that Agreement; and

WHEREAS, Contractor represented to County that such services conformed to the terms and conditions of that Agreement, and County accepted such services; and

WHEREAS, upon receipt of the fiscal year (FY) 2008-09 Cost Report findings from the State of California, the County was notified there are monies owed Contractor; and

WHEREAS, the parties hereto have mutually agreed to amend Agreement 811-S0811 to allow payment of duly owed monies per the FY 2008-09 Cost Report findings, thereby amending **Section 3 – Fiscal Provisions**;

NOW THEREFORE, the parties do hereby agree that Agreement for Services 811-S0811 shall be amended a third time as follows:

- 1) Section 3, Article 3.2 Amount of Funding shall be amended in its entirety to read as follows:

The total maximum obligation of COUNTY for services provided under this Agreement is set forth below, by funding type.

Maximum FFY 07/08 Block Grant Obligation to be expended by June 30, 2009

SAPT Federal Block Grant Discretionary (includes HEARTS)	FY 07/08	\$12,193.00
SAPT Federal Block Grant Perinatal Set Aside	FY 07/08	\$1,829.00
SAPT Federal Block Grant Youth Treatment	FY 07/08	\$1,998.00
Total Maximum FFY 06/07 Block Grant Obligation of This Agreement		\$16,020.00

Maximum FFY 08/09 Block Grant Obligation to be expended by June 30, 2009

SAPT Federal Block Grant Discretionary (includes HEARTS)	FY 08/09	\$38,614.00
SAPT Federal Block Grant Perinatal Set Aside	FY 08/09	\$2,670.00
SAPT Federal Block Grant Youth Treatment	FY 08/09	\$5,224.00
Total Maximum FFY 08/09 Block Grant Obligation of This Agreement		\$46,508.00

Total Maximum SAPT Block Grant Obligation of This Agreement \$62,528.00

Maximum State General Fund Obligation

State General Fund Discretionary <i>unexpended funds</i>	FY 07/08	\$3,023.00
State General Fund (SGF) Discretionary	FY 08/09	\$6,540.00
Perinatal State General Fund Discretionary	FY 08/09	\$0.00
Total Maximum State General Fund Obligation Of This Agreement		\$9,563.00

Maximum Drug Medi-Cal Obligation

Total maximum combined SGF & Federal Financial Participation (FFP) Obligation of this Agreement	FY 08/09	\$20,000.00
State Drug Medi-Cal Obligation increase via ADP Bulletin 08-11 Letter from Director to Contractor Dated July 1, 2009		\$15,000.00
SGF & FFP increase based on final Cost Report Settlement	FY 08/09	\$5,909.00
		\$17,292.61
Total Maximum Combined SGF & FFP Drug Medi-Cal Obligation Of This Agreement		\$58,201.61


TOTAL NOT TO EXCEED AMOUNT OF THIS AGREEMENT \$130,292.61

Except as herein amended, all other parts and sections of that Agreement 811-S0811 and any Amendments thereto, shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Shirley White Dated: 1/11/13
Shirley White, Alcohol and Drug Programs Manager
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

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

Dated: 1-11-2013

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services 811-S0811 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 --

TAHOE YOUTH AND FAMILY SERVICES, INC.
a California Corporation

By: _____
Alissa Nourse, Executive Director
"Contractor"

Dated: _____

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