

**ORIGINAL**

**AGREEMENT FOR SERVICES #178-S1311  
AMENDMENT II**

Specialty Mental Health Services

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This Amendment II to that Agreement for Services #178-S1311, is 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 Remi Vista, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal places of business are 2701 Park Marina Drive, Redding, CA 96001 and 4993 Golden Foothill Parkway, El Dorado Hills, CA 95762 (Mailing: P.O. Box 494100, Redding, CA 96049-4100), and whose Agent for Service of Process is John W. Tillery, 4636 Columbine Drive, Redding, CA 96002 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide specialty mental health services for children (hereinafter referred to as "Client(s)") on an "as requested" basis for Health and Human Services Agency (HHS) in accordance with Agreement for Services 178-S1311 dated November 6, 2012 and Amendment I to that Agreement dated June 25, 2013, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **Article II - Term, Article III - Compensation for Services, Article XXV - Notice to Parties, and Article XXXVIII - Administrator**; and

**WHEREAS**, the parties hereto have mutually agreed to add **Article XLIV - Taxes, Article XLV - Audit by California State Auditor, and Article XLVI - Monitoring for Compliance** and; renumber **Article XLIV - Entire Agreement** to accommodate the insertion of the three aforementioned Articles.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #178-S1311 shall be amended a second time as follows:

Articles II, III, XXV, and XXIX are amended in their entirety to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by all parties hereto and shall cover the period of July 1, 2012 through October 31, 2015 unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled “Default, Termination, and Cancellation” or “Fiscal Considerations.”

**ARTICLE III**

**Compensation for Services:** Contractor shall submit monthly invoices no later than thirty (30) days following the end of a “service month” except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director’s designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled, “Scope of Services.”

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County’s receipt and approval of itemized invoice(s) identifying services rendered.

A. Rates:

<b>July 1, 2012 through June 30, 2013</b>		
<b>Service</b>	<b>Unit</b>	<b>Rate</b>
Assessment	Minute	\$2.38
Case Management/Brokerage	Minute	\$1.75
Collateral	Minute	\$2.38
Crisis Intervention	Minute	\$3.00
Evaluation	Minute	\$2.38
Plan Development	Minute	\$2.38
Rehabilitation	Minute	\$2.38
Therapeutic Behavioral Services	Minute	\$1.75
Therapy/Group	Minute	\$2.38

<b>July 1, 2013 through October 31, 2015</b>		
<b>Service</b>	<b>Unit</b>	<b>Rate</b>
Assessment	Minute	\$2.23
Case Management	Minute	\$1.73
Collateral	Minute	\$2.23
Crisis Intervention	Minute	\$3.51
Evaluation	Minute	\$2.23
Plan Development	Minute	\$2.23
Specialty Mental Health Services	Minute	\$2.23

July 1, 2013 through October 31, 2015		
Service	Unit	Rate
Therapeutic Behavioral Services	Minute	\$2.23
Therapy/Group	Minute	\$2.23

- B. Invoices/Remittances: Invoices/Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled, "Notice to Parties."

Mail invoices to:	Mail remittance to:
County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321	Remi Vista, Inc. P.O. Box 494100 Redding, CA 96049 Attn: Accounts Receivable

- C. Maximum obligation: The maximum obligation for services provided during the term of this Agreement shall be as follows:

Time Period	Amount
7/1/12 - 6/30/13	\$100,000.00
7/1/13 – 6/30/14	\$100,000.00
7/1/14 – 6/30/15	\$100,000.00
7/1/15 – 10/31/15	\$ 21,250.00
<b>Total Not-to-Exceed of Agreement</b>	<b>\$321,250.00</b>

Contractor's allowable services billed to County may vary up to ten percent (10%) between amounts shown above for the periods 7/1/12 through 06/30/15, provided such variation does not change the total Not-to-Exceed amount of this Agreement.

## ARTICLE XXV

**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. Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS UNIT

Or to such other location as County directs with a copy to

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COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

REMI VISTA, INC.  
2701 PARK MARINA DRIVE  
REDDING, CA 96001  
ATTN: EXECUTIVE DIRECTOR

Or to such other location as 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 pursuant to the provisions contained herein this Agreement under 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.

In the event of a change in address for any County office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said Notice shall become a part of this Agreement 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.

#### **ARTICLE XXXVIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jamie Samboceti, Manager of Mental Health Programs, or successor.

**Articles XLIV, XLV, and XLVI** are hereby added as follows:

#### **ARTICLE XLIV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

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**ARTICLE XLV**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

**ARTICLE XLVI**

**Monitoring for Compliance:** County shall monitor the Contractor’s operations for compliance with the provisions of this Agreement as well as applicable Federal and State laws and regulations. When monitoring activities identify areas of non-compliance, County shall issue reports to the Contractor detailing findings, recommendations, and corrective action(s). Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to California Code of Regulations, Title 9, Sections 1810.380 and 18180.385.

**Former Article XLIV – Entire Agreement is hereby renumbered as Article XLVII and shall read as follows:**

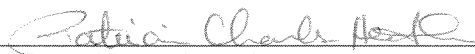
**ARTICLE XLVII**

**Entire Agreement:** This Agreement for Services #178-S1311 and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

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Except as herein amended, all other parts and sections of that Agreement #178-S1311 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Jamie Samboceti,  
Manager of Mental Health Programs  
Health and Human Services Agency

Dated: 5/19/15

**Requesting Department Head Concurrence:**

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

Dated: May 21, 2015

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #178-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

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

By: \_\_\_\_\_  
Brian Veerkamp, Chair  
Board of Supervisors  
"County"


ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

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


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

-- CONTRACTOR --

REMI VISTA, INC.  
A CALIFORNIA CORPORATION

By:   
John W. Tillery,  
Executive Director  
"Contractor"

Dated: 5/15/15

By:   
Corporate Secretary

Dated: 5/15/15

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