

ORIGINAL

AGREEMENT FOR SERVICES #132-S1311 AMENDMENT V

Specialty Mental Health for Children

This Amendment V to that Agreement for Services #132-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 Sierra Child and Family Services, Inc., a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501(c)(3), commonly referred to as Section 501 (c)(3) of the Internal Revenue Code of 1986, whose principle place of business is 4250 Fowler Lane, Suite 204, Diamond Springs, CA 95619 (Mailing: PO Box 1987, Diamond Springs, CA 95619) and whose Agent for Service of Process is Barry Harwell, 4250 Fowler Lane, Suite 204, Diamond Springs, CA 95619 (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 "Clients") on an "as requested" basis for the Health and Human Services Agency (HHS) in accordance with Agreement for Services #132-S1311 dated September 11, 2012, Amendment I to that Agreement, dated June 25, 2013, Amendment II to that Agreement, dated June 10, 2014, Amendment III to that Agreement, dated July 17, 2014, and Amendment IV to that Agreement, dated December 16, 2014; incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article II – Term**, and **Article III – Compensation for Services**; and

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

NOW THEREFORE, the parties do hereby agree that Agreement for Services #132-A1311 shall be amended a fifth time as follows:

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Articles II and III 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 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 the County’s receipt and approval of itemized invoice(s) identifying services rendered.

- A. Rates: The following rates are effective June 10, 2014. Rates shall be applicable to all SMHS, unless otherwise noted.

Service Type	Unit	Rate
Intensive Care Coordination (ICC) (Katie A only)	Minute	\$2.13
Intensive Home Based Services (IHBS) (Katie A only)	Minute	\$2.13
Case Management Services	Minute	\$2.13
Crisis Intervention	Minute	\$2.13
Mental Health Services	Minute	\$2.13
Medication Support Services	Minute	\$4.13
Non Medi-Cal Reimbursable FSP Services	Minute	\$2.13
Psychological Testing	Minute	\$2.44
Therapeutic Behavioral Services	Minute	\$2.13

- B. Invoices/Remittances:

- 1. 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.”

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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	Sierra Child and Family Services, Inc. P.O. Box 1987 Diamond Springs, CA 95619 Attn: Accounts Receivable

2. Invoices for services for Katie A Subclass clients shall be submitted separately from all other SMHS provided. All services provide to Katie A Subclass clients shall be identified as such on the invoice for reimbursement purposes as specified below in Section "D." Failure to appropriately identify Katie A Subclass client services on a separate invoice shall result in a delay in processing payment.

C. Full Service Partnership Expenses (FSP): All purchases of goods and services for FSP Clients up to \$500 must be approved in writing by the HHSA Director or designee (i.e., Manager of Mental Health Programs). Purchases over \$500 must be approved in writing by the HHSA Director or Assistant Director of Health Services. FSP expenses must be shown separately on invoices and Contractor must provide supporting documentation in the form of original, itemized receipts.

D. The maximum obligation for services provided during the term of this Agreement shall not exceed \$3,243,653.00 for all SMHS as follows:

Fiscal Year	Type	Amount
FY 2012-2015	Traditional SMHS (<i>excluding</i> Katie A Subclass Client Services)	\$2,142,000.00
FY 2013-2014	Katie A Subclass Client Services (actual)	\$ 171,652.64
FY 2014-2015	Katie A Subclass Client Services (carry-over from FY 2013-2014)	\$ 2,347.36
FY 2014-2015	Katie A Subclass Client Services*	\$ 527,653.00
FY 2015-2016 (through October 31, 2015)	Traditional SMHS (<i>excluding</i> FSP and Katie A Subclass Client Services)	\$200,000.00
FY 2015-2016 (through October 31, 2015)	FSP	\$100,000.00
FY 2015-2016 (through October 31, 2015)	Katie A Subclass Client Services	\$150,000.00
TOTAL		\$3,293,653.00

* There shall be *no* carry-over of funding from FY 2014-2015 to FY 2015-2016

E. The Fiscal Year 2015-2016 (FY 2015/16) Mental Health Services Act (MHSA) Plan Update proposes joining together the funding for the Youth and Family Full Service Partnership program (CSS Project 1a) (identified herein as "FSP") and the Enhanced Foster Care Services

(CSS Project 1c) (identified herein as “Katie A Subclass Client Services”). In the event that the FY 2015/16 MHSA Plan is adopted with these two funding sources joined, these two amounts will be joined into one amount in the sum of \$250,000 without further need to amend this Agreement to effectuate that change. Contractor will receive written notice from HHSA upon approval of the FY 2015/16 MHSA Plan Update with direction and approval to join the funding sources together or to keep them as separate funding sources.

Article XLV and Article XLVI are added as follows:

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 XLV is hereby renumbered as Article XLVII and shall read as follows:

ARTICLE XLVI

Entire Agreement: This Agreement for Services #132-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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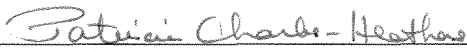
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Except as herein amended, all other parts and sections of that Agreement #132-S1311 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

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

Dated: 5/8/15

Requesting Department Head Concurrence:

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

Dated: 5/8/2015

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IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to that Agreement for Services #132-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Brian Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:

James S. Mitrison,
Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Dated: _____

-- CONTRACTOR --

SIERRA CHILD AND FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION

By:  _____

Barry Harwell
Executive Director
"Contractor"

Dated: 5/15/15