# FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND NORTHERN VALLEY CATHOLIC SOCIAL SERVICE FOR YOUTH MENTAL HEALTH SERVICES

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Northern Valley Catholic Social Services, a California corporation, ("Contractor").

#### RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on July 1, 2015 to provide for youth mental health services ("Agreement"); and

WHEREAS, County and Contractor desire to amend the Agreement to add subsection U effective July 1, 2017; and

WHEREAS, County and Contractor desire to amend the Agreement to compensate Contractor in an amount not to exceed a maximum amount of \$255,000 for July 1, 2017 through September 30, 2017; and

WHEREAS, County and Contractor desire to amend the Agreement to extend the term of the Agreement for July 1, 2017 through September 30, 2017.

NOW, THEREFORE, the Agreement is amended as follows:

I Subsection U of Section 1., "CONTRACTOR RESPONSIBILITIES," is added to Agreement:

## Section 1. RESPONSIBILITIES OF CONTRACTOR.

- U. Notwithstanding anything to the contrary contained herein, commencing July 1, 2017, services specified in subsection T shall not be provided to clients that are not Medi-Cal eligible.
- II Section 3., "COMPENSATION," of the Agreement is amended in its entirety to read as follows:

# Section 3. COMPENSATION

A. County shall compensate Contractor for services rendered pursuant to this agreement in accordance with the terms specified in **EXHIBIT B, RATES**, attached and incorporated herein. The total compensation payable to Contractor under this agreement shall not exceed a maximum amount of \$1,053,883 for

County fiscal year 2015-2016, a maximum amount of \$1,084,598 for County fiscal year 2016-2017, and a maximum amount of \$255,000 for July 1, 2017 through September 30, 2017. Notwithstanding anything to the contrary in this agreement, should Contractor not be paid in accordance with the terms of section 4 of this agreement for services commenced on July 1, 2017, Contractor shall be relieved of the duty to provide further services in accordance with the terms of this agreement.

B. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

III Section 5. TERM OF AGREEMENT of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

## Section 5. TERM OF AGREEMENT.

This agreement shall commence July 1, 2015 and shall end September 30, 2017. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

# IV **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

#### V ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

# VI EFFECTIVE DATE

Unless otherwise provided, this First Amendment shall be deemed effective as of July 1, 2017.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

# COUNTY OF SHASTA

Date:	DAVID A. KEHOE, CHAIRMAN Board of Supervisors County of Shasta
	State of California
ATTEST LAWRENCE G. LEES Clerk of the Board of Supervisors	
By: Deputy	
Approved as to form:	
RUBIN E. CRUSE, JR County Counsel  By: James Ross Assistant County Counsel	
·	CONTRACTOR
Date: 6.21.17	CATHLEEN WYATT, Executive Director
	Tax I.D.#: On File