

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

This Second 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 September 22, 2015, effective July 1, 2015, to provide for youth mental health services ("Agreement"); and

WHEREAS, County and Contractor have previously amended the original Agreement on June 27, 2017, effective July 1, 2017, to extend the term through September 30, 2017 and increase maximum compensate by \$255,000 for July 1, 2017 through September 30, 2017 and add subsection U of Section 1., Contractor Responsibilities; and

WHEREAS, County and Contractor desire to amend the Agreement to extend the term of the Agreement from October 1, 2017 through June 30, 2018; and

WHEREAS, County and Contractor desire to amend the Agreement to increase maximum compensation to Contractor in an amount not to exceed \$3,193,079; and

WHEREAS, County and Contractor desire to amend the Agreement to increase compensation rates as amended in Exhibit B, herein attached and incorporated as Exhibit B-1.

NOW, THEREFORE, the Agreement is amended as follows:

I     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 and EXHIBIT B-1, 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 \$1,054,598 for County fiscal year 2017-2018. 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. In no event whatsoever shall the maximum compensation exceed \$3,193,079 during the term of the Agreement and any extensions. EXHIBIT B attached to the original agreement and the terms set forth shall remain in effect through the effective date of the first amendment.

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

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

**Section 5. TERM OF AGREEMENT.**

This Agreement shall commence July 1, 2015 and shall end June 30, 2018. 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.

**III REAFFIRMATION**

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

**IV ENTIRE AGREEMENT**

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

**V EFFECTIVE DATE**

Unless otherwise provided, this Second Amendment shall be deemed effective as of October 1, 2017.

*Signature Page Follows*



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

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

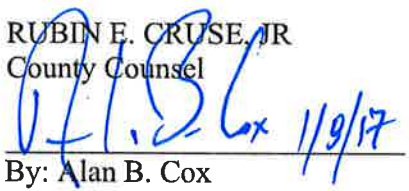
\_\_\_\_\_, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

  
By: Alan B. Cox  
Deputy County Counsel

**CONTRACTOR**

Date: 1/31/8

  
\_\_\_\_\_  
**CATHLEEN WYATT,**  
Executive Director

Tax I.D.#: On File



**EXHIBIT B-1  
RATES  
EFFECTIVE OCTOBER 1, 2017 THROUGH JUNE 30, 2018**

**I. Mental Health Services**

- A. Subject to the terms and conditions of this agreement, County shall pay Contractor at the following interim rates for pre-authorized services.

<b>Service</b>	<b>Rate</b>	
Mental Health Services	2.52	per minute
Rehabilitation	2.52	per minute
Case Management/Brokerage	1.75	per minute
Crisis Intervention	2.90	per minute

- B. All approved services adjudicated through the Short-Doyle/Medi-Cal Program of the State of California Department of Health Care Services shall be settled pursuant to Section 34 of this agreement, at actual costs or published costs, whichever is less, and shall not exceed the agreement maximum. A cost settlement will occur within 60 days of County's final submission of Cost Report with the State of California Department of Health Care Services.
- C. Should the Contractor create a federal or state audit exception, during the course of the provision of services under this agreement, due to an error or errors of omission or commission, Contractor shall be responsible for the audit exception.
- D. Contractor shall provide County with National Provider Identifiers ("NPI") numbers. Services provided without submission to County of NPI's by Contractor shall be the responsibility of Contractor and shall not be reimbursed by or compensated for by County.

