SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND CATHOLIC CHARITIES CYO OF THE ARCHDIOCESE OF SAN FRANCISCO DBA ST. VINCENT'S SCHOOL FOR BOYS

This Second Amendment is entered into between the County of Shasta, through its Health and Human Services Agency ("County"), a political subdivision of the State of California, and Catholic Charities CYO of the Archdiocese of San Francisco, dba St. Vincent's School for Boys, a California Corporation, ("Contractor").

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on September 15, 2015, effective July 1, 2015, for the provision of youth mental health services; and

WHEREAS, County and Contractor amended the original agreement on and effective March 1, 2016 to increase maximum compensation for fiscal year 2015-2016, from \$75,000 to \$200,000 and increase the compensation for fiscal year 2016-2017 from \$75,000 to \$150,000 for a maximum compensation of \$350,000 during the entire term of the agreement; and

WHEREAS, County and Contractor desire to amend this Agreement to increase compensation for fiscal year 2016-2017 from \$150,000 to \$300,000 for a maximum compensation of \$500,000 during the entire term of the agreement.

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 3. <u>COMPENSATION</u>, is amended as of the Effective Date of this Second Amendment, in its entirety, to read as follows:

County shall compensate Contractor for services rendered pursuant to this agreement in accordance with the terms prescribed in EXHIBIT B. The total compensation payable to Contractor under this agreement shall not exceed \$200,000 for County fiscal year 2015-2016 and shall not exceed \$300,000 for County fiscal year 2016-2017, for a maximum compensation of \$500,000 during the entire term of the agreement:

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

II. REAFFIRMATION

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

AGR.StVINCENTS.1517 2184-11-2015-01A2 CC: 41020

III. ENTIRE AGREEMENT

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

IV. <u>EFFECTIVE DATE</u>

Unless otherwise provided, this Second Amendment shall be deemed effective as of the date it is last signed.

Signature Page Follows

AGR.StVINCENTS.1517 2184-11-2015-01A2 CC: 41020 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:	
 	DAVID A. KEHOE, Chairman
	Board of Supervisors
	County of Shasta
	State of California
ATTEST	
LAWRENCE G. LEES	
Clerk of the Board of Supervisors	
Clerk of the Board of Supervisors	
Ву:	
Deputy	
Approved as to form:	
RUBIN E, CRUSE, JR	RISK MANAGEMENT APPROVAL
County Counsel	
	Million
1 - Cx 1/20/17	Jelle 01/20/17
By: Alar B. Cox	By: James Johnson
Deputy County Counsel	Risk Management Analyst
	CONTRACTOR
	CONTRACTOR
Date:	
	Jeffrey V. Bialik
	Executive Director
	Tax I.D#: On File

EXHIBIT B PAYMENTS

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.

SERVICE	RATE	
Therapeutic Behavioral Services	\$2.96	Per minute
Medication Support	\$5.01	Per minute
Mental Health Services	\$2.96	Per minute
Case Management	\$2.61	Per minute

- B. Services provided to non-Medi-Cal eligible youth and children shall be the responsibility of Contractor and will not be reimbursed by or compensated for by County.
- C. Services provided without pre-authorization by County shall be the responsibility of Contractor and will not be reimbursed by County.
- D. Should Contractor create a federal or state audit exception due to error of omission or commission of Contractor, Contractor shall be responsible (financially and otherwise) for the audit exception.
- E. Each Statement submitted by Contractor must have the following statement included at the bottom of every Statement submitted for payment: "I certify that the above is correct, and supporting documentation has been recorded in the medical record."
- F. Contractor shall provide County with National Provider Identifier ("NPI"). Services provided without submission to County of NPI by Contractor shall be the responsibility of Contractor (financially and otherwise) and will not be reimbursed by County.