

AMENDMENT #1

Original Agreement	PA-25-24 MH-24-027
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**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. PA-25-24, MH-24-027**

This Amendment to Agreement No. PA-25-24, MH-24-027 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **The SmithWaters Group**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. PA-25-24, MH-24-027 was entered into on August 2, 2024 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this Amendment will become part of the Initial Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from December 31, 2024 to June 30, 2025; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$24,000 from \$28,800 to \$52,800; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms.


NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Initial Agreement is hereby extended from December 31, 2024 to June 30, 2025.
2. The total contracted amount set out in the Initial Agreement is hereby increased by \$24,000 from \$28,800 to \$52,800.
3. The Exhibit B, Payment Terms, set out in the Initial Agreement is hereby altered and a new Exhibit B is attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
Jenine Miller, Psy.D.
Director of Health Services

Date: 12/9/24

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-2189
Org/Object Code: MHQA99
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: 
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 12/17/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board


By: 
Deputy 12/17/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: 
Deputy 12/17/2024

INSURANCE REVIEW:

By: 
Risk Management

Date: 11/14/2024

CONTRACTOR/COMPANY NAME

By: 
Frank SmithWaters, Owner

Date: 07/31/2024

NAME AND ADDRESS OF CONTRACTOR:

The SmithWaters Group
3666 I Street
Sacramento, CA 95816
707-501-3298
info@smithwatersgroup.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement


COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: 
COUNTY COUNSEL

Date: 11/14/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 11/14/2024

Signatory Authority: \$0-25,000 Department; \$25,001 - 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed EB# 25-59
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located outside Mendocino County

EXHIBIT B

PAYMENT TERMS

- I. COUNTY will pay CONTRACTOR for satisfactory provision of Patients' Rights Advocacy services as described in the Exhibit A, Definition of Services, and State Regulations (Addendum D).
- II. CONTRACTOR will be compensated a monthly flat fee not to exceed Four Thousand Eight Hundred Dollars (\$4,800).
- III. COUNTY agrees to reimburse CONTRACTOR for necessary costs and expenses incurred by CONTRACTOR on behalf of the COUNTY.
- IV. CONTRACTOR will bill COUNTY monthly on a COUNTY approved invoice (Attachment 3).
 - A. Billing for services is expected to be completed within thirty (30) days of service provision. Billings for services beyond the thirty (30) day period will not be honored.
 - B. Invoices submitted past the due date must be accompanied by a written explanation regarding why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of the late invoice.
 - C. CONTRACTOR will submit invoices to:

Mendocino County Behavioral Health
1120 South Dora Street
Ukiah, CA 95482
Attn: Jenine Miller, Psy.D.
- V. Payments under this Agreement shall not exceed Fifty-Two Thousand Eight Hundred Dollars (\$52,800) for the term of this Agreement.

[END OF PAYMENT TERMS]