

**AMENDMENT #1 TO THE CONTRACT WITH
AUBURN COUNSELING SERVICES, INC. (Res 21-320)**

THIS AMENDMENT is executed this 9th day of May 2023, by and between AUBURN COUNSELING SERVICES, INC., hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on July 27, 2021 per Resolution RES 21-320; and

WHEREAS, the Contractor provide a specific treatment program for transition home clients and daily operation of the Odyssey House Transition Home; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$2,800,673 to \$3,326,970 (an increase of \$526,297) and amend Exhibit “B” Schedule of Charges and Payments to reflect the increase in the maximum contract amount.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of April 1, 2023.
2. That Maximum Contract Price, shall be amended to the following:
\$3,326,970
3. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: _____
Edward Scofield
Chair of the Board of Supervisors

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board

CONTRACTOR:

By: _____
Auburn Counseling Services Inc.
3765 Grass Valley Hwy # 252
Auburn, CA 95603

**EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
AUBURN COUNSELING SERVICES, INC.**

AUBURN COUNSELING SERVICES, INC. As compensation for services rendered to County, Contractor shall be reimbursed for actual costs incurred. It is understood and agreed by and between the parties that said payments are for services provided herein and not for direct client care which is to be billed by Nevada County Behavioral Health to the involved third party in accordance with the procedures, rules and regulations of the State of California and/or third-party payers.

Contractor shall bill County each month for actual costs incurred in carrying out the terms of the Contract. Contractor agrees that he will be responsible for the validity of all invoices. These invoices shall include costs incurred for liability and malpractice insurance, tax and accounting services and actual salary and benefits paid to employees.

Furnishings and related materials for the refurbishing of the Odyssey House in excess of \$500 require prior permission from the County Behavioral Health Director or Administrative Services Officer supporting Behavioral Health

The maximum contract price shall not exceed \$3,326,970 and is based on the following projected budget:

Category	FY 2021-2022	FY 2022-2023	FY 2023-2024
Program Costs:			
Personnel Costs	\$ 593,493	\$ 798,345	\$ 849,284
Transportation Costs	\$ 22,920	\$ 29,500	\$ 31,725
Rents	\$ 7,500	\$ -	\$ -
Moving Costs	\$ 6,000	\$ -	\$ -
Utilities	\$ 25,500	\$ 20,000	\$ 21,000
Food	\$ 66,000	\$ 84,000	\$ 88,200
Household Supplies	\$ 12,000	\$ 10,000	\$ 10,500
Office Supplies	\$ 9,000	\$ 8,255	\$ 8,750
Renters Insurance	\$ 300	\$ -	\$ -
Repairs & Maintenance	\$ 6,000	\$ 6,150	\$ 6,500
Phones	\$ 10,500	\$ 1,763	\$ 1,850
Other	\$ 3,165	\$ 4,477	\$ 4,700
Miscellaneous	\$ 5,708	\$ 6,648	\$ 7,722
Ancillary Costs:			

Mileage Reimbursements	\$ 1,500	\$ 1,550	\$ 1,550
Accounting Fees	\$ 27,700	\$ 31,240	\$ 33,233
Other Professional Fees	\$ -	\$ 12,500	\$ 13,125
Payroll Processing Fees	\$ 2,368	\$ 3,471	\$ 3,693
Liab/Mal Insurance	\$ 10,655	\$ 15,620	\$ 16,616
Interest Expense	\$ 4,736	\$ 6,942	\$ 7,385
Administrative Fees	\$ 81,505	\$ 104,043	\$ 110,583
Total Expenses & Fees	\$ 896,550	\$ 1,144,504	\$ 1,216,416
Furnishings:			
Assembler	\$ 2,926		
Furnishings	\$ 65,000		
Other	\$ 80		
Ancillary Costs:			
Accounting Fees	\$ 1,000		
Payroll Processing Fees (0.5%)	\$ 13		
Liab/Mal Insurance (2.25%)	\$ 56		
Interest Expense (1%)	\$ 25		
Administration Fee (fixed)	\$ 400		
Total Furnishing Expenses	\$ 69,500	\$ -	\$ -
Grand Total All Programs	\$ 966,050	\$ 1,144,504	\$ 1,216,416

Administrative services billed shall not exceed 10% of the accrued monthly cost. Should the Contractor expect expenditures within the major categories in the budget listed above to change, Contractor shall notify and review such changes with the Director of Behavioral Health. Behavioral Health at its sole discretion may approve any budget line item changes.

Monthly invoices shall be an itemized accounting for costs incurred each month.

In the event of termination or in the event of non-performance of this contract for any reason, payment shall be prorated to the date of termination or non-performance, notwithstanding any other provision of this contract.

Contractor shall submit monthly invoices to:

Nevada County Behavioral Health
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120

Grass Valley, CA 95945

Behavioral Health Department will review the invoice and notify the Contractor within fifteen (15) working days if any individual item or group of costs is being questioned. Payments of approved billing shall be made within thirty (30) days of receipt of a completed, correct, and approved billing.