

**AMENDMENT NO. 2  
TO  
MENTAL HEALTH SERVICES AGREEMENT A-11985  
BETWEEN  
COUNTY OF MONTEREY AND PSYNERGY PROGRAMS, INC.**

This Amendment No. 2 to Agreement A-11985 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Psynergy Programs, Inc. (hereinafter referred to as CONTRACTOR).

Agreement A-11985 is amended as follows:

**1. Exhibit B, Section II. PAYMENT RATE AMOUNTS**

**B. NEGOTIATED RATE: BOARD AND CARE**

The following program service will be paid for actual client usage in arrears on a monthly basis for a maximum total amount per fiscal year period as follows:

<b>Service</b>	<b>Service Code</b>	<b>Bed Rate/Day</b>	<b>Est. # of Clients</b>	<b>Est. Days/ Units</b>	<b>FY 2012-13 Total</b>	<b>FY 2013-14 Total</b>	<b>Total Estimated Cost</b>
Nueva Vista B&C Intensive With Special Need	188	\$115	1	251/0	\$28,865.00	\$0.00	\$28,865.00
Nueva Vista B&C Intensive With Special Need Two	189	\$165	1	242/365	\$39,930.00	\$60,225.00	\$100,155.00
<b>Maximum County Obligation</b>					\$68,795.00	\$60,225.00	\$129,020.00

**2. Exhibit B, Section V. MAXIMUM OBLIGATION OF COUNTY:**

Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$1,019,292.32** for services rendered under this Agreement.

<b>FISCAL YEAR MAXIMUM LIABILITY</b>	<b>AMOUNT</b>
July 1, 2011 to June 30, 2012	\$295,257.44
July 1, 2012 to June 30, 2013	\$366,302.44
July 1, 2013 to June 30, 2014	\$357,732.44
<b>TOTAL MAXIMUM LIABILITY</b>	<b>\$1,019,292.32</b>

3. This Amendment No. 2 is effective as of October 23, 2012.

4. All other terms and conditions of Agreement A-11985 shall remain in full force and effect.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

By: \_\_\_\_\_  
Department Head (if applicable)

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form <sup>1</sup>

By: \_\_\_\_\_  
County Counsel

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

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
Auditor/Controller

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

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

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

**CONTRACTOR**

**PSYNERGY PROGRAMS, INC.**

Contractor's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice-President)\*

\_\_\_\_\_  
Name and Title

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

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Name and Title

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

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9