

**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:

Service	Service Code	Bed Rate/Day	Est. # of Clients	Est. Days/ Units	FY 2012-13 Total	FY 2013-14 Total	Total Estimated Cost
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
Maximum County Obligation					\$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.

FISCAL YEAR MAXIMUM LIABILITY	AMOUNT
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
TOTAL MAXIMUM LIABILITY	\$1,019,292.32

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: 1-30-13

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: _____
County Counsel

Date: Dec 6, 2012

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: 12-7-12

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

PSYNERGY PROGRAMS, INC.

Contractor's Business Name*

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

Christopher Zubiate, CEO
Name and Title

Date: 11/6/2012

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

Michael Weinstein, CFO
Name and Title

Date: 11/06/12

*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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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