

AMENDMENT

THIS AMENDMENT is entered into by and between Blue Valley Behavioral Health Crisis Response Counselors (hereinafter referred to as “the Contractor”) and the County of Lancaster, Nebraska (hereinafter referred to as “the County”), on behalf of the Youth Services Center. Collectively the County and the Contractor may be referred to as “Parties,” and individually each may be referred to as a “Party.”

WHEREAS, the Parties entered into an Agreement on or about September 27, 2016, under County Contract No. C-16-0579 (“the Contract”) for the provision of after-hours screening and assessments on an on-call, as-needed basis for youth at risk of involvement or involved in the Juvenile Justice system;

WHEREAS, the Parties entered into an Amendment to the Contract on or about January 24, 2017, under County Contract No. C-17-0027, to increase total allowable expenditures under the Agreement to \$9,000.00;

WHEREAS, Section 5 of that Contract, as amended, requires prior written approval of the Lancaster County Board of County Commissioners should the need of services of the Contractor exceed \$9,000.00; and

WHEREAS, the Youth Services Center has determined that its requirements for the Contractor’s services exceeds \$9,000.00;

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Contract, it is agreed between the Parties as follows:

1. Section 5 of the Agreement, as amended, shall be replaced by the following language:
 5. The County will pay the Contractor One Hundred Dollars per hour (\$100.00/per hour) for Compensable Time spent performing on-call, as-needed services under the Agreement. Compensable Time under this Agreement shall include consultation time spent with youth, and time spent coordinating care, travel time, and any of the services enumerated in Paragraph 2, above. On or before the 15th of each month, Contractor shall submit monthly documentation indicating the date(s) of service, time of service, and the total hours charged per incident, along with an invoice total, evidencing that services have been provided pursuant to this Agreement during the previous month. During the term of the Agreement, the County shall pay a total sum not to exceed Twelve Thousand Dollars (\$12,000.00) for the services.

Should the need of services of the Contractor exceed \$12,000.00, any and all costs above this amount are subject to the prior written approval of the Lancaster County Board of County Commissioners.

The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance.

2. All other provisions of the Agreement, as amended, not in conflict with the terms of this Amendment shall remain in full force and effect.

EXECUTED this ____ day of _____, 2017, by Contractor.

By: _____

Title: _____

EXECUTED this ____ day of _____, 2017, by Lancaster County, Nebraska.

By: _____

Todd Wiltgen, Chair
Lancaster County Board of Commissioners

APPROVED AS TO FORM
this ____ day of _____, 2017.

Deputy County Attorney
for JOE KELLY
County Attorney