

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
THE CITY OF ANN ARBOR ON BEHALF OF THE 15<sup>TH</sup> JUDICIAL DISTRICT COURT  
AND WASHTENAW COUNTY ON BEHALF OF COMMUNITY MENTAL HEALTH SERVICES**

The City of Ann Arbor (“City”), a municipal corporation, on behalf of the 15<sup>th</sup> Judicial District Court (“Court”), with offices located at 301 E. Huron Street, Ann Arbor, MI 48104 and Washtenaw County on behalf of Community Mental Health Services, located at 555 Towner, St., Ypsilanti, MI 48198, agree to amend the agreement to provide mental health treatment services to participants of the 15<sup>th</sup> Judicial District Court Mental Health Court executed by the parties dated June 11, 2018 as follows:

1) Article V, Compensation of Contractor, is amended to read as follows:

- A. The Contractor shall be paid in the manner set forth in Exhibit A. Payment shall be made monthly, unless another payment term is specified in Exhibit A. Total payment for all Services, including any reimbursable expenses, shall not exceed the amounts specified for the respective Specialty Courts in Article V(C) below.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor acknowledges that payment for these Services is being made through grant funding from the Supreme Court of Michigan State Court Administrative Office Michigan Mental Health Court Grant Program (SCAO-MMHCGP) (\$85,353.00) for Grant Fiscal Year 2018. Contractor further acknowledges and agrees that only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for payment. Expenses incurred that are not detailed in the approved grant budget or outside the grant period will not be reimbursed.
- D. Costs charged to one Specialty Court program cannot be charged to any other program. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments or erroneous charges.
- E. Before submitting any request for payment to the Contract Administrator, the Contractor shall collect 1st and 3rd party fees, including, but not limited to, Medicare, Medicaid, insurance or any other public or private funding. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.
- F. Detailed invoices which include invoice date, name of the court participant served, date of service, type of service, and the fee amount, shall be submitted to the Contract Administrator, or designee, on a monthly basis for vetting and approval. Invoices for case management services must also include supporting documentation such as case manager time sheets.
- G. The Contractor shall keep complete records of time spent, materials used and services provided so that the City or SCAO may verify invoices submitted by the Contractor. Such records shall be made available to the City or SCAO upon request and submitted in summary form with each invoice.

H. The Contractor acknowledges and agrees that failure to submit adequate supporting documentation with a monthly invoice that is not corrected prior to the grant fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one grant fiscal year cannot be paid in a subsequent grant fiscal year.

2) Exhibit A, Compensation, is amended to read as follows:

General

The Compensation Schedule below states nature and amount of compensation the Contractor may charge the City subject to the limitations stated in Article V:

**Mental Health Court**

Case Management (NTE 410 hours)	\$46.65 per hour
Medication Review (NTE 30 reviews)	\$126-\$175 per review
Individual Therapy (NTE 94 sessions)	\$110-\$160 per session
Group Therapy (NTE 250 sessions)	\$35-\$45 per session
Biopsychosocial Assessment (NTE 10 assessments)	\$130 per assessment
Nursing Assessment (NTE 5 assessments)	\$130 per assessment
Skill Building	\$4 per 15 minutes
Supported Employment	\$6 per 15 minutes

All terms, conditions, and provisions of the original agreement between the parties executed June 11, 2018, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the agreement between the parties shall be binding on the heirs/successors and assigns of the parties.

Dated this \_\_\_\_\_, 2018.

FOR WASHTENAW COUNTY:

FOR THE CITY OF ANN ARBOR:

By: \_\_\_\_\_  
Gregory Dill, County Administrator (Date)

By: \_\_\_\_\_  
Christopher Taylor, Mayor (Date)

[Signatures continued on next page.]

By: \_\_\_\_\_  
Lawrence Kestenbaum, County Clerk (Date)

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk (Date)

APPROVED AS TO FORM & CONTENT:

APPROVED AS TO FORM & SUBSTANCE:

By: \_\_\_\_\_  
Curtis N. Hedger (Date)  
Washtenaw County Corporation Counsel

By: \_\_\_\_\_  
Stephen K. Postema, City Attorney (Date)

APPROVED AS TO CONTENT:

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Trish Cortez, Executive Director (Date)  
Community Mental Health

By: \_\_\_\_\_  
Howard S. Lazarus, City Administrator (Date)

By: \_\_\_\_\_  
Joseph F. Burke, Chief Judge (Date)

By: \_\_\_\_\_  
Shryl Samborn, Court Administrator (Date)