AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF ANN ARBOR ON BEHALF OF THE 15TH JUDICIAL DISTRICT COURT AND WASHTENAW COUNTY ON BEHALF OF ITS SHERIFF'S OFFICE

The City of Ann Arbor ("City"), a municipal corporation, on behalf of the 15th Judicial District Court ("Court"), with offices located at 301 E. Huron Street, Ann Arbor, MI 48104 and Washtenaw County on behalf of its Sheriff's Office, located at 2201 Hogback, Ann Arbor, MI 48105, agree to amend the agreement to provide drug abuse screening to participants of the 15th Judicial District Court Veterans Treatment Court, Mental Health Court and Sobriety Court executed by the parties dated April 23, 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 Article 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 Drug Court Grant Program (SCAO-MDCGP) (\$1,310.00), Michigan Veterans Treatment Court Grant Program (SCAO-MVTCGP) (\$12,415.00) and the Michigan Mental Health Court Grant Program (SCAO-MMHCGP) (\$28,760.00) 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. All provisions and requirements of the Grant Contract shall apply to this Agreement.
 - 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 service will be excluded from reimbursable expenditures.
 - F. The Contractor agrees to send the 15th Judicial District Court three confidential itemized monthly billing statements for the preceding month (one for Sobriety Court, one for Veterans Treatment Court, and one for Mental Health Court) which will include the invoice date, name of the court participant served, the referring staff, testing services rendered, fee amount, and service date(s).

- 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.

All terms, conditions, and provisions of the original agreement between the parties executed April 23, 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:		(Data)	By: Christopher Taylor, Mayor	(Dete)
Gregory Dill, Cou	inty Administrator	(Date)	Christopher Taylor, Mayor	(Date)
Ву:			Ву:	
Lawrence Kesten	baum, County Clerk	(Date)	By: Jacqueline Beaudry, City Clerk	(Date)
APPROVED AS TO FORM & CONTENT:			APPROVED AS TO FORM & SUBSTANCE:	
Ву:			Ву:	
	ity Corporation Cou		By: Stephen K. Postema, City Attorney	(Date)
APPROVED AS 1	O CONTENT:		APPROVED AS TO SUBSTANCE:	
Ву:			By: Howard S. Lazarus, City Administrator	
Jerry Clayton, Sh	eriff	(Date)	Howard S. Lazarus, City Administrator	(Date)
			By: Joseph F. Burke, Chief Judge	(Data)
			By: Shryl Samborn, Court Administrator	(Data)
			Shryi Samborn, Court Administrator	(Date)