

**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 ITS SHERIFF'S OFFICE**

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 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 15<sup>th</sup> 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 1<sup>st</sup> and 3<sup>rd</sup> 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 15<sup>th</sup> 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).

