

**AGREEMENT FOR SERVICES #7940
AMENDMENT II**

This Second Amendment to that Agreement for Services #7940, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sierra Child and Family Services, Inc., a California non-profit public benefit corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4250 Fowler Lane, Suite 204, Diamond Springs, California 95619 and whose mailing address is Post Office Box 1987, Diamond Springs, California 95619; (hereinafter referred to as "Provider");

RECITALS

WHEREAS, Provider has been engaged by County to provide Specialty Mental Health Services (SMHS) for County-authorized Clients who meet the criteria for outpatient SMHS set forth in California Welfare and Institutions Code (WIC) Section 5600.3 and California Code of Regulations (CCR) Title 9, Division 1 on an "as requested" basis, pursuant to Agreement for Services #7940, dated August 15, 2023, and First Amendment to Agreement for Services #7940, dated December 13, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add the option to extend the term of the Agreement for one (1) additional year, amending **ARTICLE 2, GENERAL PROVISIONS, 1. TERM**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the maximum obligation by \$27,053 for the initial 18-month term ending on December 31, 2024, and add \$2,100,000 for the optional one (1) year term extension, increasing the total maximum obligation of the Agreement to \$5,277,053 if the optional one (1) year term is granted, hereby amending **ARTICLE 2, GENERAL PROVISIONS, 4. MAXIMUM OBLIGATION**;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this Second Amendment to Agreement #7940.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Provider mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement #7940 on the following terms and conditions:

- 1) ARTICLE 2, GENERAL PROVISIONS, 1. TERM**, of the Agreement is amended in its entirety to read as follows:

ARTICLE 2. GENERAL PROVISIONS

1. TERM

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period July 1, 2023 through December 31, 2024.

The parties shall have the option to extend the term for an additional one (1) year term after the initial expiration date through December 31, 2025, with the same terms/conditions set forth in this Agreement, or as amended. The option to extend term shall be subject to approval by County Contract Administrator and Provider. Upon approval by both parties, Provider will be notified of the extension in writing, in accordance with ARTICLE 2, 6. Notice to Parties.

- 2) **ARTICLE 2, GENERAL PROVISIONS, 4. MAXIMUM OBLIGATION**, of the Agreement is amended in its entirety to read as follows:

ARTICLE 2, GENERAL PROVISIONS

4. **MAXIMUM OBLIGATION**

The maximum obligation for services and deliverables, inclusive of the maximum amount of incentive payments provided under this Agreement for the initial term of July 1, 2023 through December 31, 2024 shall not exceed \$3,282,053.

In the event that the term of this Agreement is extended for the additional one (1) year term, in accordance with ARTICLE 2. GENERAL PROVISION, 1. Term, the maximum obligation, inclusive of all costs and expenses including maximum incentive deliverable payment, shall not exceed \$5,382,053.


MAXIMUM OBLIGATION FOR SERVICES				
Funding Categories	Period of 07/1/23 - 06/30/24	Period of 07/1/24 - 12/31/24	Period of 01/1/25 - 12/31/25 (Optional One-Year Term Extension)	Not-to- Exceed
Traditional SMHS	\$2,863	\$52,500	\$105,000	\$160,363
MHSA SMHS	\$2,124,190	\$997,500	\$1,995,000	\$5,116,690
Maximum Services Obligation	\$2,127,053	\$1,050,000	\$2,100,000	\$5,277,053

MAXIMUM OBLIGATION FOR INCENTIVE PAYMENTS			
Funding Category	Maximum Monthly Incentive Payment *Contingent Upon Meeting Reporting Deliverable	Maximum Number of Months	Total Maximum Deliverable Amount
MHSA SMHS	\$8,750 Per Month Report Submitted During First 12 Months of Agreement	12	\$105,000
Maximum Incentive Payment Obligation			\$105,000

- A. Upon written approval by County's Contract Administrator, MHSA staff, and HHSA Fiscal, the amount per fiscal year herein, or the transfer of funds between the funding categories above may be reallocated among fiscal years during the term of this Agreement, contingent upon funding availability. In no event shall the total maximum contractual obligation of the Agreement be exceeded.
- B. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, state, or federal funding sources for the term of the Agreement.
- C. If the federal or state governments reduce financial participation in the Medi-Cal program, County agrees to meet with Provider to discuss renegotiating the services required by this Agreement.
- D. In no event shall County be obligated to pay Provider for any amount in excess of the maximum obligation per fiscal year of this Agreement. Further, Provider is responsible for managing their Maximum Annual Contractual Obligation by Program and Provider holds the County harmless for Provider over-spending of the Maximum Annual Contractual Obligation by Program.


Except as herein amended, all other parts and sections of that Agreement #7940 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Justine Collinsworth, LMFT
Manager of Mental Health Programs,
Health and Human Services Agency

Dated: 09/30/2024

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 09/30/2024

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #7940 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas
Wendy Thomas, Chair
Board of Supervisors
"County"

Dated: 11/5/24

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufly
Deputy Clerk

Dated: 11/5/24

-- SIERRA CHILD AND FAMILY SERVICES, INC. --

By: Barry Harwell
Barry Harwell (Sep 30, 2024 14:26 PDT)
Barry Harwell
Chief Executive Officer
"Provider"

Dated: 09/30/2024