

**AGREEMENT FOR SERVICES #4738
AMENDMENT II**

This Amendment II to that Agreement for Services #4738 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 Psynergy Programs, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 18225 Hale Avenue, Morgan Hill, CA 95037; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide residential treatment services at a licensed Adult Residential Facility for mentally ill adults identified as eligible for services (hereinafter referred to as "Client" or "Clients") on an "as requested" basis for the County of El Dorado Health and Human Services Agency, in accordance with Agreement for Services #4738, dated June 23, 2020, and Amendment I, dated June 16, 2021, incorporated herein and made by reference a part hereof; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in Article I, "Scope of Services;" that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

WHEREAS, the parties hereto have mutually agreed to amend **Article IV, "Maximum Obligation,"** of said Agreement; and

WHEREAS, the parties hereto have mutually agreed to amend **Article X, "Contractor to County,"** and **Article XII, "Independent Contractor/Liability,"** and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment II to that Agreement #4738.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #4738 shall be amended a second time as follows:

1) Article IV shall be amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$950,000.

2) Article X shall be amended in its entirety to read as follows:

ARTICLE X

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

3) Article XII is hereby amended to read as follows:

ARTICLE XII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

Except as herein amended, all other parts and sections of that Agreement #4738 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: *Lesly Van Sloten*
Lesly Van Sloten (Mar 9, 2022 17:18 PST)

Lesly Van Sloten, LMFT
Manager of Mental Health Programs
Behavioral Health Division

Dated: 03/09/2022

Requesting Department Head Concurrence:

By: ~~Donald Semon~~
Donald Semon (Mar 9, 2022 18:59 PST)

Donald Semon
Director
Health and Human Services Agency

Dated: 03/09/2022

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #4738 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/5/22
By: Lori Parlin
Lori Parlin, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufele Dated: 4/5/22
Deputy Clerk

-- CONTRACTOR --

PSYNERGY PROGRAMS, INC.
A CALIFORNIA CORPORATION

By: Arturo Uribe Dated: 03/10/2022
Arturo Uribe (Mar 10, 2022 11:27 PST)
Arturo Uribe
President, CEO
"Contractor"

LKK