

AGREEMENT FOR SERVICES 5615
AMENDMENT I

This Amendment I to that Agreement for Services #5615, 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 New Morning Youth and Family Services, a California non-profit public benefit corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667, whose Agent for Service of Process is *Donald Sacco, 204 Tarquina Court, El Dorado Hills, CA 95762* (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has contracted with the State of California to serve as the Mental Health Plan (MHP) for the County of El Dorado. As the MHP, the County must provide or arrange for the provision of certain mandated services, including outpatient Specialty Mental Health Services (SMHS) for children and young adults, age twenty-four (24) and under (hereinafter referred to as Client(s)); and

WHEREAS, Contractor has been engaged by County to provide outpatient SMHS for County-authorized Clients who meet the criteria for outpatient SMHS set forth in Welfare and Institutions Code (WIC) Section 5600.3 and California Code of Regulations (CCR) Title 9, Division 1; and in accordance with Agreement for Services #5615, dated June 8, 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"** which solely shifts funds between the Programs and does not increase the Maximum Contractual Obligation; and

WHEREAS, the parties hereto have mutually agreed to amend **Article XI, "Contractor to County,"** and **Article XIII, "Independent Contractor/Liability;"** and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment I to that Agreement 5615.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #5615 shall be amended a First 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 the combined total of the annual not-to-exceed amounts as set forth herein.

Type of Service	Maximum Annual Contractual Obligation		
	Fiscal Year 2021/22	Fiscal Year 2022/23	Fiscal Year 2023/24
Traditional SMHS	\$75,000	\$77,955	\$81,026
MHSA SMHS	\$280,000	\$291,032	\$302,499
Maximum Obligation:	\$355,000	\$368,987	\$383,525

In no event shall County be obligated to pay Contractor for any amount in excess of the maximum obligation per fiscal year of this Agreement. Further, Contractor is responsible for managing their Maximum Annual Contractual Obligation by Program and Contractor holds the County harmless for Contractor over-spending of the Maximum Annual Contractual Obligation by Program.

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

ARTICLE XI: 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 XIII shall be amended in its entirety to read as follows:

ARTICLE XIII: 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 #5615 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Angelina Larrigan, LMFT
Manager of Mental Health Programs
Behavioral Health Division

Requesting Department Head Concurrence:

By: _____ Dated: _____
Daniel Del Monte, Interim Director
Health and Human Services Agency
"County"

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #5615 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Lori Parlin, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

NEW MORNING YOUTH & FAMILY SERVICES
(A NON-PROFIT CALIFORNIA CORPORATION)

By: _____
Victor Antonio
Executive Director
"Contractor"

Dated: _____