

MEMORANDUM OF UNDERSTANDING #7716
AMENDMENT I

This First Amendment to that Memorandum of Understanding (MOU) #7716, 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"), on behalf of its Health and Human Services Agency (hereinafter referred to as "HHSA") and the County of El Dorado Probation Department (hereinafter referred to as "Probation");

RECITALS

WHEREAS, HHSA Child Welfare Services (CWS) and Probation are departments for the County and are overseen by the County's Board of Supervisors. HHSA CWS and Probation have agreed to share user access and a portion of the annual Binti Software license fee paid as part of Master Subscription and Services Agreement #7191 executed between Binti, Inc. and the County effective April 20, 2023, pursuant to MOU #7716, dated August 30, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "MOU");

WHEREAS, the parties hereto desire to amend the MOU to increase the maximum obligation by \$7,381.68, amending **ARTICLE V, COMPENSATION**;

WHEREAS, the parties hereto desire to amend the MOU to extend the expiration date of February 11, 2026 by approximately eight and a half (8.5) months, amending **ARTICLE VI, TERM/TERMINATION**;

WHEREAS, the parties hereto desire to amend the MOU to update the Probation Contract Administrator, amending **ARTICLE VII, ADMINISTRATOR**;

WHEREAS, the parties hereto desire to amend the MOU to update Notice to Parties language, amending, **ARTICLE IX, STATEMENT OF MUTUAL BENEFIT AND INTEREST**, Section b, Notice to Parties;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this First Amendment to that MOU #7716;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, HHSA CWS and Probation mutually agree to amend the terms of the MOU in this First Amendment to MOU #7716 on the following terms and conditions:

1) **ARTICLE V. COMPENSATION**, of the MOU is amended in its entirety to read as follows:

V. COMPENSATION:

Probation agrees to reimburse HHSA CWS \$30,070.46 (one half of the approvals/licensing subscription fees for the period effective February 12, 2023 through February 11, 2026, paid

as part of Agreement #7191 between Binti, Inc. and the County).

- a. HHSA CWS will pay the invoice as per Agreement #7191 between Binti, Inc. and the County. A copy of the submitted claim will then be forwarded to Probation with an inter-office memo requesting reimbursement of \$30,070.46.
- b. Probation agrees to reimburse HHSA CWS within forty-five (45) days upon the receipt of an inter-office memo requesting reimbursement \$30,070.46 and copy of the submitted claim.

Probation agrees to further reimburse HHSA \$7,381.68 (one half of the approvals/licensing subscription for the period effective February 12, 2026 through October 31, 2026, paid as part of Agreement #7191 between Binti, Inc. and the County).

- a. HHSA CWS will pay the invoice as per Agreement #7191 between Binti, Inc. and the County. A copy of the submitted claim will then be forwarded to Probation with an inter-office memo requesting reimbursement of \$7,381.68.
- b. Probation agrees to reimburse HHSA CWS within forty-five (45) days upon the receipt of an inter-office memo requesting reimbursement \$7,381.68 and copy of the submitted claim.

The total amount of this MOU shall not exceed \$37,452.14.

- 2) **ARTICLE VI, TERM/TERMINATION**, of the MOU is amended in its entirety to read as follows:

VI. TERM/TERMINATION:

This MOU shall become effective upon final execution by both parties hereto and shall cover the period effective February 12, 2023, through October 31, 2026, unless terminated earlier pursuant to the provisions specified below:

- a. Either Party may terminate this MOU immediately upon written notification to the other Party if funds: (1) are not available from external sources for this MOU or any portion thereof; (2) in the yearly recommended or final budget have not been appropriated for this MOU or any portion thereof; or (3) which were previously appropriated for this MOU have been reduced, eliminated, or reallocated as a result of mid-year budget reductions.
- b. Either Party may terminate this MOU immediately upon written notification to the other Party.

- 3) **ARTICLE VII, ADMINISTRATOR**, of the MOU is amended in its entirety to read as follows:

VII. ADMINISTRATOR:

The County Officer or employee with responsibility for administering this MOU on behalf of CWS is Leslie Griffith, MSW, Assistant Director, Protective Services, HHSA, or successor.

The County Officer or employee with responsibility for administering this MOU on behalf of Probation is Kaci Smith, Deputy Chief of Probation, or successor.

In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or either party has to temporarily delegate this authority,

County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this MOU and HHSA Administration shall provide the Probation with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

- 4) **ARTICLE IX, STATEMENT OF MUTUAL BENEFIT AND INTEREST**, Section b of the MOU is amended in its entirety to read as follows:

IX. STATEMENT OF MUTUAL BENEFIT AND INTEREST, IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- b. Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to HHSA shall be addressed as follows:

County of El Dorado
Health and Human Services Agency
3057 Brix Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
hhsa-contracts@edcgov.us

Or to such other location or email as HHSA directs.

Notices to Probation shall be addressed as follows:

County of El Dorado
Probation Department
3974 Durock Road, Suite 205
Shingle Springs, CA 95682
ATTN: Chief Probation Officer
kaci.smith@edcgov.us

Or to such other location or email as Probation directs.

Except as herein amended, all other parts and sections of that MOU #7716 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (Dec 9, 2025 09:54:45 PST)

Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: **12/09/2025**

By: 
Kaci Smith (Dec 9, 2025 10:13:06 PST)

Kaci Smith
Interim Chief Probation Officer
Probation Department

Dated: **12/09/2025**

Requesting Department Head Concurrence:

By: 
Jim Diel (Dec 9, 2025 10:14:25 PST)

Jim Diel on behalf of Olivia Byron-Cooper
Chief Assistant Director
"HHSA"

Dated: **12/09/2025**

By: 
Kaci Smith (Dec 9, 2025 10:13:06 PST)

Kaci Smith
Interim Chief Probation Officer
"Probation"

Dated: **12/09/2025**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to MOU #7716 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
“County”

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____