

**AGREEMENT FOR SERVICES #3524
AMENDMENT II**

This Amendment II to that Agreement for Services #3524, 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 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide evidence and strength-based, culturally competent, flexible, individual-centered, family driven, effective, quality for Specialty Mental Health Services (SMHS) to all eligible individuals referred from the County, in accordance with Agreement for Services #3524, dated December 4, 2018, and Amendment I dated June 9, 2020, incorporated herein and made by reference a part hereof; and

WHEREAS, the COVID-19 pandemic emergency has created many unique challenges to County of El Dorado mental health programs, one being an increased need for SMHS; and

WHEREAS, the increased need for SMHS has resulted in a deficiency to the projected funding identified in County Agreement #3524 with New Morning Youth and Family Services; and

WHEREAS, the parties hereto have mutually agreed to retroactively revise the maximum annual contractual obligation by service type, hereby amending **ARTICLE IV – Maximum Obligation**, to be effective November 1, 2020 ; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #3524 shall be amended a second time as follows:

1) Article IV is hereby amended in its entirety to read as follows, and will be effective November 1, 2020:

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 2018/19	Fiscal Year 2019/20	Fiscal Year 2020/21
Traditional SMHS	\$62,500	\$98,750	\$122,682
MHSA SMHS	\$24,375	\$80,213	\$211,719
Maximum Obligation:	\$86,875	\$178,963	\$334,401

Contractor shall track amounts billed to County so as not to exceed the maximum obligation per fiscal year of the Agreement. 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.

Except as herein amended, all other parts and sections of that Agreement #3524 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

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

Dated: _____

Requesting Department Head Concurrence:

By: _____
 Donald Semon, Director
 Health and Human Services Agency

Dated: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #3524 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

John Hidahl, 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: _____

(lk)