

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into this 23rd day of June, 2020, by and between COUNTY OF FRESNO, a political subdivision of the State of California, Fresno, California ("COUNTY"), and Marjaree Mason Center, Inc., a California non-profit corporation, whose address is 1600 M Street, Fresno, California 93721 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 16-029, dated January 26, 2016, ("Agreement"), pursuant to which CONTRACTOR agreed to provide evidence-based family violence counseling for adults on probation or in the Probation Department's Pre-Trial program to the COUNTY;

WHEREAS, CONTRACTOR now finds it most effective and efficient to refer certain clients for mental health assessments and individual and family counseling services to Livewell Behavioral Health Counseling Center, rather than using CONTRACTOR's staff to provide those services; and

WHEREAS, COUNTY is amenable to this change, and the parties desire to amend the Agreement in order to reflect this change in terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 1(A) of the Agreement is deleted in its entirety, and replaced with the following:

"A. CONTRACTOR shall perform all services, and fulfill all responsibilities in a manner consistent with the RFP attached as Exhibit A, and CONTRACTOR'S response to the RFP ("Response"), attached as Exhibit B, with the exception of providing mental health assessments and individual and family counseling services, both which shall be provided via an approved referral to Livewell Behavioral Health Counseling Center. CONTRACTOR shall provide these referrals, and shall be solely responsible for compensating Livewell Behavioral Health Counseling Center for these services out of the compensation paid to CONTRACTOR by COUNTY pursuant to this Agreement. CONTRACTOR shall be solely responsible for ensuring that Livewell Behavioral Health Counseling Center complies with all provisions of this Agreement. Both Exhibits A and B are incorporated by this reference and made a part of this Agreement. A copy of the COUNTY's RFP and CONTRACTOR's

1 Response shall be retained and made available during the term of this Agreement by the Probation
2 Department."

3 2. Section 8 of the Agreement is deleted in its entirety, and replaced with the following:

4 "8. NON-ASSIGNMENT - With the exception of the referral process described in
5 Section 1, herein, neither party shall assign, transfer, or subcontract this Agreement, nor their rights
6 or duties under this Agreement without the prior written consent of the other party."

7 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
8 Agreement, and that upon execution of this Amendment, the Agreement and this Amendment together
9 shall be considered the Agreement.

10 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
11 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
12 in full force and effect.

13
14 //

15
16
17 //

18
19
20 //

21
22
23 //

24
25
26 //

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2
3 **CONTRACTOR**

COUNTY OF FRESNO

4 Nicole Linder
5 (Authorized Signature)

Ernest Buddy Mendes
Ernest Buddy Mendes Chairman of the
Board of Supervisors of the County of
Fresno

6 Nicole Linder, Executive Director
7 Print Name & Title

8 1600 M Street

9 Fresno CA 93721
Mailing Address

10 **ATTEST:**
11 Bernice E. Seidel
12 Clerk of the Board of Supervisors
13 County of Fresno, State of California

14
15
16 By: Jusei Cuyt
Deputy

17 **FOR ACCOUNTING USE ONLY:**

18 Fund: 001

19 Subclass: 10000

20 ORG: 34300390

21 Account: 7295
22
23
24
25
26
27
28