

FUNDING AGREEMENT #6419
AMENDMENT II

This Second Amendment to that Funding Agreement #6419, 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 Barton Healthcare System, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2170 South Avenue, South Lake Tahoe, California 96150; (hereinafter referred to as "Subrecipient");

RECITALS

WHEREAS, Subrecipient has been subawarded by County's Health and Human Services Agency (HHSA) with grant funding administered through the California Immunization Program, Immunization Local Assistance Grant, awarded by the California Department of Public Health (CDPH) under Grant Agreement No. 17-10315 (hereinafter referred to as "Grant 1"), to assist in preventing and controlling vaccine-preventable diseases in the local health jurisdiction, pursuant to Agreement for Services #6419, dated April 12, 2022, and First Amendment to Agreement for Services #6419, dated November 2, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include subsequent California Immunization Program funding awarded to HHSA by CDPH under Immunization Local Grant Agreement #22-11034 (hereinafter referred to as "Grant 2"), and to reduce the total maximum payment amount awarded to Subrecipient under Grant Nos. 1 and 2 by \$250,000, hereby amending **ARTICLE I, Use of Funds and Payment**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2024, for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update language, amending **ARTICLE XVI, Notice to Parties, ARTICLE XXIII, Conflict of Interest, ARTICLE XXVIII, Administrator, ARTICLE XXXVI, Federal Funding Notification, and ARTICLE XXXIX, Special Terms and Conditions** and adding **Exhibit C**, marked "California Levine Act Statement" incorporated herein and made by reference a part hereof; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Second Amendment to that Agreement #6419.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Subrecipient mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement #6419 on the following terms and conditions:

1) **ARTICLE I, Use of Funds and Payment**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Use of Funds and Payment:

Use of Funds: Subrecipient agrees to furnish personnel, equipment, supplies, travel and other materials, as needed to: (1) Provide access to immunizations for vaccines recommended by the Advisory Committee on Immunization Practices (ACIP), <https://www.cdc.gov/vaccines/hcp/acip-recs/index.html>, to protect the local population; (2) Assist in detecting, reporting, and controlling vaccine-preventable diseases in its service area; and (3) Continue Vaccine For Children (VFC) Provider status, including vaccine management, storage and handling requirements and data submission to the state vaccine registry, the California Immunization Registry (CAIR).

Payment: County agrees to reimburse funds expended prior to the termination date, or as may be extended, up to a maximum amount of **\$100,000** to Subrecipient, following final execution of this Second Amendment to that Agreement #6419 and within forty-five (45) days of receipt and approval of a Statement of Funds to include an original invoice(s) on Subrecipient’s letterhead referencing Agreement #6419 and CDPH Grant Agreements #17-10315 and #22-11034.

A. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Subrecipient may direct per the Article titled “Notice to Parties.”

Mail invoices to:	Mail remittance to:
Health and Human Services Agency Attn: Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667 Or email to (preferred method): <u>PHinvoice@edcgov.us</u>	Barton Healthcare System 2170 South Avenue South Lake Tahoe, CA 96150

Subrecipient shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement. Any person or business name mentioned in County-funded materials must be a sponsor or direct participant in the event of promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by a person or business must be clearly and separately identified as paid advertising.

2) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of April 12, 2022, through June 30, 2025.

3) **ARTICLE XVI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVI

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 County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

Notices to Subrecipient shall be addressed as follows:

BARTON HEALTHCARE SYSTEM
2170 South Avenue
South Lake Tahoe, CA
ATTN: Contracts
cproctor@bartonhealth.org

or to such other location or email as the Subrecipient directs.

4) **ARTICLE XXIII, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Subrecipient and performing work for County and who are considered

to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Subrecipient covenants that during the term of this Agreement neither it, or any officer or employee of the Subrecipient, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Subrecipient becomes aware of a conflict of interest related to this Agreement, Subrecipient shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Subrecipient shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Subrecipient, if any, to any officer of County.

- 5) **ARTICLE XXVIII, Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Heather Orchard, MSN, FNP, PHN, Public Health Nursing Supervisor, Public Health Division, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS 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 Agreement and HHS Administration shall provide the Subrecipient with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

- 6) **ARTICLE XXXVI, Federal Funding Notification**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXVI

Federal Funding Notification: An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract.

Subrecipient agrees to comply with Federal procedures in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Subrecipient to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Subrecipient has been suspended or using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient or contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. System for Award Management: Subrecipient is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled “Fiscal Considerations” or “Default, Termination, and Cancellation.”
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Public Health that may apply to this contract:

Federal Funding Information			
Subrecipient:	Barton Healthcare System		UEI #: Q72BAKGBJAR9
Award Term:	April 12, 2022 – June 30, 2025		EIN #:
Total Federal Funds Obligated: Up to \$100,000			
Federal Award Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.539	5 NH231P000717-05-00	02/24/2017	Immunization Cooperative Agreements
93.268	6 NH23IP000717-	06/25/2018	Immunization Cooperative

Federal Funding Information		
	05-02	Agreements
Project Description:	Immunization Local Assistance Grant Funding Agreements #17-10315 (Grant 1) and #22-11034 (Grant 2)	
Awarding Agency:	California Department of Public Health	
Pass-through Entity	County of El Dorado, Health and Human Services Agency	
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____	De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for research and development.

7) **ARTICLE XXXIX, Special Terms and Conditions**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXIX

Special Terms and Conditions:

Subrecipient, by signing this Agreement, becomes a subrecipient of funds via the Immunization Local Assistance Grant Agreement #17-10315, and subsequent Grant Agreement #22-11034, administered by the CDPH) available at <https://ElDoradoCounty.ca.gov/Health-and-Human-Services/HHSA-Contractor-Resources>. As such, Grantee agrees to adhere to all applicable terms and conditions, including but not limited to those provisions contained herein below:

The use of headings or titles throughout this article is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "SubContractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively. The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency.

This article contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

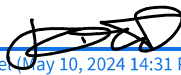
Except as herein amended, all other parts and sections of that Agreement #6419 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: *Heather Orchard*
Heather Orchard, MSN, FNP, PHN
Public Health Nursing Supervisor
Health and Human Services Agency

Dated: 05/09/2024

Requesting Department Head Concurrence:

By: 
Jim Diel (May 10, 2024 14:31 PDT)
Jim Diel, LMFT
Chief Assistant Director
Health and Human Services Agency

Dated: 05/10/2024

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #6419 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- BARTON HEALTHCARE SYSTEM --

By: *Clint Purvance, MD*
Clint Purvance, MD (May 15, 2024 18:02 PDT)
Clint Purvance, MD
Chief Executive Officer
"Subrecipient"

Dated: 05/15/2024

By: *Kelly Neiger*
Kelly Neiger (May 20, 2024 15:40 PDT)
Kelly Neiger
Chief Financial Officer

Dated: 05/20/2024

**Barton Healthcare System
Exhibit C
California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name: N/A

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name: N/A

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

05/15/2024

Date

Barton Health

Type or write name of company

Clint Purvance, MD
Clint Purvance, MD (May 15, 2024 18:02 PDT)

Signature of authorized individual

Clint Purvance, MD

Type or write name of authorized individual