

**AGREEMENT FOR SERVICES #6491
AMENDMENT I
Student Outreach and Engagement**

This First Amendment to that Agreement for Services #6491 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 Summitview Child and Family Service, Inc., a California not-for-profit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 670 Placerville Drive, Suite 2, Placerville, California 95667 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide Student Outreach and Engagement Centers, and Mental Health Supports at Middle Schools within the El Dorado County Office of Education (EDCOE) school districts in accordance with Agreement for Services #6491, dated June 21, 2022, and, incorporated herein and made by reference a part hereof;

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;

WHEREAS, the parties hereto have mutually agreed to increase the amount of the Maximum Obligation, thereby amending **Article III, "Compensation for Services;"**

WHEREAS, the parties hereto have mutually agreed to amend **Article XXIII, "Conflict of Interest;"**

WHEREAS, the parties hereto have mutually agreed to amend **Article XXVIII, "Administrator;"**

WHEREAS, the parties hereto have mutually agreed to add **Article XXXVI, "Executive Order N-6-22-Russia Sanctions;"** and **Article XXXVII "Electronic Signatures;"** and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to that Agreement #6491.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #6491 shall be amended a first time as follows:

1) Article III shall be amended in part by replacing only Paragraph D, "Maximum Obligation" which shall read as follows:

ARTICLE III

Compensation for Services:

D. Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$300,000.

In no event shall County be Obligated to pay Contractor for any amount in excess of the maximum obligation amount of this agreement

2) Article XXIII is hereby 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 Contractor 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.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, 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 Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, Summitview Child and Family Services, Inc. 2 of 5

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), Contractor shall complete and sign the attached **Exhibit D**, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

3) Article XXVIII is hereby amended in its entirety to read as follows:

ARTICLE XXVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Justine Collinsworth, Manager of Mental Health Programs, Behavioral Health, or successor.

4) Article XXXVI is hereby added to read as follows:

ARTICLE XXXVI

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

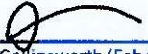
5) Article XXXVII is hereby added to read as follows:

ARTICLE XXXVII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.


Except as herein amended, all other parts and sections of that Agreement #6491 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Justine Collinsworth (Feb 9, 2023 08:51 PST)
Justine Collinsworth
Manager of Mental Health Programs
Behavioral Health Division

Dated: 02/09/2023

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Feb 13, 2023 09:53 PST)
Olivia Byron-Cooper, MPH,
Interim Director
Health and Human Services Agency

Dated: 02/13/2023

//

//

//

//

//

//

//

//

//

//

//

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #6491 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 3/24/23

By: Wendy Thomas
Wendy Thomas, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Shyna Schaffy
Deputy Clerk

Dated: 3/14/23

-- CONTRACTOR --

SUMMITVIEW CHILD AND FAMILY SERVICES
A NON-PROFIT CALIFORNIA CORPORATION

By: Corinne Morrison
Corinne Morrison (Feb 15, 2023 15:26 PST)
Corinne Morrison
Chief Financial Officer
"Contractor"

Dated: 02/13/2023

By: Anna Gleason
Anna Gleason (Feb 17, 2023 15:39 PST)
Anna Gleason
Chief Executive Officer
"Contractor"

Dated: 02/17/2023

Summitview Child and Family Service, Inc.

Exhibit D

California Levine Act Statement

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 receives 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 disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant'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 contributions 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:
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 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:
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 Board Member(s) from participating in any actions related to this contract.

02/17/2023
Date

Anna Gleason
Anna Gleason (Feb 17, 2023 15:39 PST)
Signature of authorized individual

Summitview Child and Family Service, Inc
Type or write name of company

Anna Gleason
Type or write name of authorized individual