

AGREEMENT FOR SERVICES #6705
AMENDMENT I

This First Amendment to that Agreement for Services #6705, 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 Inland Southern California 211+, a California Non-Profit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1511 S. Vineyard Avenue, Ontario, California 91761, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide after-hours emergency telephone answering services for the County of El Dorado Health and Human Services Agency, pursuant to Agreement for Services #6705, dated April 3, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$350,000, amending **ARTICLE IV, Maximum Obligation**;

WHEREAS, the parties hereto desire to amend the Agreement to include updated contract provisions, amending **ARTICLE I, Scope of Services**, and update language, amending **ARTICLE VI, Nondiscrimination, ARTICLE XVIII, Notice to Parties, ARTICLE XX, Indemnity, and ARTICLE XXIX, Contract Administrator**;

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 Agreement #6705.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #6705 on the following terms and conditions:

1) **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide after hours, weekend, emergency, holiday, and business hours upon request depending upon program need telephone and pager exchange services for Health and Human Services Agency's (HHS) Programs located in Placerville, California and in South Lake Tahoe, California, as identified in the attached Exhibits A through F, marked "Protocol for Handling After-Hours Telephone Calls and Ensuing Call Logs, County of El Dorado, Health and Human Services Agency," incorporated herein and made by reference a part hereof.

A. Contractor shall:

1. Provide County with a toll-free number that HHSA will use to forward after-hours telephone calls.
2. Answer telephone calls following the appropriate instructions as stated in Exhibits A through F, marked "Protocol for Handling After-Hours Telephone Calls and Ensuing Call Logs, County of El Dorado, Health and Human Services Agency," incorporated in the Agreement and made by reference a part hereof, for each of the HHSA programs identified. The parties agree that County may amend Exhibits A through F to update protocols as necessary by giving notice in accordance with the Article titled "Notice to Parties."
3. Answer all telephone calls within three (3) rings.
4. Interpretation Services: At any such time interpretation services are required to support communication with callers, Contractor shall use its own staff interpreters. In the event Contractor's interpreters are not available, Contractor will patch the caller and appropriate staff to the County's contracted interpreting service.
5. For Exhibits A, C, D and E, provide services numbered 2, 3 and 4, at the following times:

Monday through Friday	5:00 p.m. to 8:00 a.m. Pacific Standard Time.
Saturday and Sunday	5:00 p.m. Friday through 8:00 a.m. Monday Pacific Standard Time.
Emergency basis	As requested by County
County Holidays	24 hours, beginning 5:00 p.m. the day prior to the County Holiday and continuing through 8:00 a.m. the next workday. Listing of annual Holidays can be found on the County's web page. https://www.edcgov.us/Government/Pages/holidays.aspx
As needed	Other days and hours as specified by the applicable HHSA Division.
Other	Contractor may unexpectedly and occasionally receive HHSA telephone calls during normal business hours, i.e., Monday through Friday from 8:00 a.m. to 5:00 p.m. Pacific Standard Time, due to unforeseen circumstances that affect HHSA's ability to answer their telephones. Examples of unforeseen circumstances include, but are not limited to, power outages, building evacuations, weather closures of County buildings, telephone overload, etc.

6. For Exhibits B and F included in the Agreement, provide services numbered 2, 3 and 4, at the following times:

Monday through Sunday (Including Holidays)	Twenty-four (24) hours per day, seven (7) days per week 8:00 a.m. to 7:59 a.m. Pacific Standard Time.
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7. Call Logs: By 8:30 a.m. Pacific Standard Time each business morning, Contractor shall send a copy of Contractor's call log(s) of all calls and messages received and actions taken for that particular shift and specific to each location, to designated HHS staff as an attachment to a secure and encrypted e-mail protocol in compliance with HIPAA security regulations. Call logs for the HHS Behavioral Health Division and the Substance Use Disorder Services Program shall be sent via facsimile. Additionally, County may, from time-to-time, request a separate report of all calls and messages received and actions taken for a specific period of time. Contractor shall provide such report within forty-eight (48) hours of receiving such a request.
8. Prior to the commencement of work for any services NOT explicitly addressed under ARTICLE I, Scope of Services or ARTICLE III, Compensation for Services, written approval must be received from the HHS Director, Assistant/Deputy Directors, or Agency Chief Fiscal Officer before providing services.
9. Upon specific request by HHS, Contractor shall provide access to any recorded telephone calls received by Contractor within the previous ninety (90) days of request. Calls received between ninety (90) and three hundred sixty-five (365) days may be available but are not guaranteed. Cost for such service shall be based on each individual recorded telephone call and must be pre-authorized and approved by the HHS Director, or Assistant/Deputy Directors, or Agency Chief Fiscal Officer.

B. Health And Human Services Agency will:

1. Forward telephone calls to Contractor during the agreed-upon hours, weekends, and holidays and other hours as requested by County.
2. Provide Contractor a list of County-approved holidays annually.
3. Promptly update the "on-call" schedule that identifies the name and contact information of the "on-call" staff through the Contractor's specified scheduling system.

After unforeseen circumstances in which HHS knowingly cannot answer phones, HHS will immediately inform Contractor when HHS telephones are back online and to retrieve messages.

- 2) **ARTICLE IV, Maximum Obligation**, is hereby amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$450,000, inclusive of all costs and expenses.

- 3) **ARTICLE VI, Nondiscrimination**, is hereby amended in its entirety to read as follows:

ARTICLE VI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit G, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit G upon request by County.

- 4) **ARTICLE XVIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVII

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:

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

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

INLAND SOUTHERN CALIFORNIA 211+
1511 S. Vineyard Avenue
Ontario, CA 91761
ATTN: President
Email: compliance@iscuw.org

or to such other location as the Contractor directs.

with a copy to:

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

5) **ARTICLE XX, Indemnity**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XX

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

- 6) **ARTICLE XXIX, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tammy Chako, Deputy Director, Child Welfare Services, Health and Human Services Agency, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSa 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 HHSa Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

Except as herein amended, all other parts and sections of that Agreement #6705 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Tammy Chako
Deputy Director
Health and Human Services Agency

Requesting Department Head Concurrence:

By: _____ Dated: _____
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6705 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Chair
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- INLAND SOUTHERN CALIFORNIA 211+--

By: _____
Elisa Wright
President & CEO
"Contractor"

Dated: _____

By: _____
Corporate Secretary

Dated: _____