

AGREEMENT FOR SERVICES #5792
AMENDMENT I

This First Amendment to that Agreement for Services #5792, 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 Interface Children and Family Services, Inc., a California non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 4001 Mission Oaks Blvd, Suite I, Camarillo, California 93012; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide 211 Information and Referral services which are needed to support the community including all County departments and community stakeholders, pursuant to Agreement for Services #5792, dated August 31, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the communications related County and Emergency contacts, amending the first table in ARTICLE I, Scope of Services, B. System Communication, number 4.;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of August 31, 2023, for an additional ninety (90) days, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$23,303.82, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XII, Default, Termination, and Cancellation**, and **ARTICLE XV, Indemnity**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Conflict of Interest language, amending **ARTICLE XXII, Conflict of Interest**, and adding **Exhibit D**, marked "California Levine Act Statement" incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XXIII, Nondiscrimination** and **ARTICLE XXIX, Contract Administrator**;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXXVI, Electronic Signatures**, and **ARTICLE XXXVII Counterparts**;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to that Agreement #5792.

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 on the following terms and conditions:

- 1) **ARTICLE I, Scope of Services**, of the Agreement is amended as to “Section B. System Communication, Number 4” to read as follows:

ARTICLE I

Scope of Services:

B. System Communication

4. For communications related to the services provided in this agreement, County and Emergency contacts are as follows:

Position Title	Personnel	Responsibility
Contract Administrator / Assistant Director of Administration/Finance	Kimberly McAdams-Armstrong (530) 295-69323 kimberly.mcadams@edcgov.us Or Successor	Contract level administration, negotiation, changes and review
County Administrative Contact(s) / Program Manager	Kristen Gurrola (530) 295-6917 kristen.gurrola@edcgov.us Or Successor	Reporting, database, deliverable tracking, implementation, project administration
HHS A Director	Olivia Byron-Cooper, MPH *Interim Director 530-621-6374 olivia.byron-cooper@edcgov.us Or Successor or designee	Emergency Contact for Disaster Activation and Authorization
County Director of Communications & Outreach	Carla Hass (530) 621-4609 (916) 293-2046 (cell) Carla.hass@edcgov.us	Emergency Contact for Public Information on behalf of the County, County website updates, County Twitter, Facebook and other social media sites
Sheriff’s Office/Office of Emergency Services, Public Affairs	Sergeant Eric Palmberg (530) 621-7652 (desk) (530) 213-3899 EDSO PIO 24/7 line press@edso.org	Emergency Contact for Public Information on behalf of the Sheriff’s Office/Office of Emergency Services

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

ARTICLE II

Term: shall cover the period September 1, 2021 through November 29, 2023.

3) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County’s acceptance of work, monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying regular compensation, including any cost reductions, and additional cost factors.

Call/Text Volume

For reference purposes, costs associated with all services identified in this agreement are based on an anticipated call/text volume of 7,500 contacts per year.

Regular Compensation

For the purposes of this Agreement, Contractor shall receive regular compensation as follows:

- A. **Year 1:** Contractor shall be paid \$90,500.25 for all services described herein, in equal installments of \$7,541.69 per month for twelve (12) months.
- B. **Year 2:** Contractor shall be paid \$93,215.25 for all services described herein, in equal installments of \$7,767.94 per month for twelve (12) months.
- C. **First Amendment, additional 90 days:** Contractor shall be paid \$23,303.82 for all services described herein, in equal installments of \$7,767.94 per month for three (3) months for any services performed after the effective date of the First Amendment to this Agreement.

El Dorado County 211	Total Estimated Calls/Texts Presented	Call and 2-Way-Text handling	211 Resource Database Management	211 Website Maintenance	Total Contract Amount
Year 1	7500	\$66,750.00	\$18,750.00	\$5,000.00	\$90,500.25
Year 2	7500	\$68,752.50	\$19,312.50	\$5,150.00	\$93,215.25
First Amendment, additional 90 days					\$23,303.82

Additional Cost Factors

Additional costs may increase the regular compensation monthly payment amount, and must be identified on any invoice separately from regular compensation, sufficiently itemized to identify the type of additional cost. The only additional costs that may be billed are as follows:

- A. In accordance with the provision entitled “D. Disaster Events and Incidents in the County of El Dorado” as indicated in Article I. Scope of Services and Exhibit A, if the Health and Human Services Agency Director, Chief Administrative Office (CAO), or designee of either declares a Disaster Activation, the costs associated with increasing service levels to accommodate a correlative increase in 211 service volume may be allowed, with approval from the Health and Human Services Agency Director or CAO or designee or either.
 - 1. If a Disaster Activation is declared, Contractor shall submit a Disaster Activation Cost Projection identifying and summarizing projected activities, the duration of the activities, and the projected costs associated with those activities that are necessary to respond to the Disaster Activation. The Disaster Activation Cost Projection shall be similar in format and content to the example provided in Exhibit “B”, and must be approved and signed by the

Health and Human Services Agency Director, CAO or a designee of either, prior to incurring the additional costs.

2. Any position designated as having the authority to declare a Disaster Activation in accordance with this agreement, or designee thereof, shall have the authority to approve any increased cost for each Disaster Activation up to \$2,500 per activation.
 3. Any Disaster Activation requiring more than \$2,500 in additional costs must be approved by the Contract Administrator or designee, within established County Procurement Guidelines.
 4. For the term of this agreement the total costs available for Disaster Activations shall not exceed \$20,000 in aggregate unless otherwise approved by the Contract Administrator.
- B. Tele-interpretation costs shall be billed to the County on a monthly basis as the costs are incurred. These costs shall be identified separately from regular monthly compensation and billed to the County at the actual cost rate incurred by the Contractor, or otherwise \$.81 per minute. The total costs available for Tele-interpretation services shall not exceed \$2,500 without written authorization from the Contract Administrator. Tele-interpretation services shall only be utilized for tele-interpretation services for languages other than English or Spanish.
- C. Telephony costs incurred on behalf of the County shall be billed to the County on a monthly basis as the costs are incurred. These costs shall be identified separately from regular monthly compensation and billed to the County at the actual cost rate incurred by the Contractor.

Regular Compensation Payment Schedule			
Time Period	Start-up Payment	Recurring Monthly Payment	Total Payment
Year 1		\$7,541.69	\$90,500.25
Year 2		\$7,767.94	\$93,215.25
First Amendment, additional 90 days			\$23,303.82
Total Regular Compensation:			\$207,019.32
Total Tele-Interpretation Costs Not to Exceed (NTE)			\$2,500
Total Telephony Costs incurred on the County's behalf NTE			\$10,500
Additional Cost requiring County approval on Exhibit B			
Total Disaster Activations NTE	Up to \$2,500 per approved activation		\$20,000
Total Agreement Not to Exceed Amount:			\$240,019.32

Call Volume Review

- A. In the event call volume of any month of this agreement decreases to less than 100 calls in a month, County reserves the right to terminate the agreement after providing the Contractor with a thirty (30) day notice.
- B. Prolonged Call Volume Decreases: Should call volumes decrease to less than 250 calls in a month for three (3) consecutive months or any four (4) months within a six (6) month period, Contractor and County may review the agreement to determine if adjustments to the price structure identified herein are reasonable and necessary in Year 1 or 2 of this agreement.
- C. Contact Volume Increases: Should actual call/text volumes exceed 8,250 contacts in any year (assuming 7500 contacts per year) of this Agreement, Contractor and County may review the

agreement to determine if adjustments to the price structure identified herein are reasonable and necessary.

Total Cost/ Not to Exceed

Maximum Obligation of this Agreement shall not exceed amount of \$240,019.32

Invoices

Itemized invoices shall reference this Agreement number on their faces and on any enclosures or backup documentation. Invoices shall clearly delineate between Regular Compensation and Additional Cost Factors, and substantively similar in form and function to the sample invoice template incorporated by reference herein and available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx.

A copy of the signed Disaster Activation Cost Projection must be included with any invoice where costs associated with Disaster Activations are invoiced. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

Invoices and remittance shall be mailed as follows:

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p>CSinvoice@edcgov.us</p> <p>Please include in the subject line: “Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

Remittance shall be mailed to:
<p>Interface Children and Family Services 4001 Mission Oaks Blvd, Suite I Camarillo, CA 93012</p>

In the event that Contractor fails to deliver the documents or other deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XII, Default, Termination, and Cancellation.

4) **ARTICLE XII, Default, Termination, and Cancellation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XII

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
 1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

3. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
4. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
5. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

6. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 7. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 8. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 9. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

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

ARTICLE XV

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 XXII, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXII

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, 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.

- 7) **ARTICLE XXIII, Nondiscrimination**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIII

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 C, 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 C upon request by County.

8) **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 Kimberly McAdams, Assistant Director of Administration/Finance, Health and Human Services Agency, or successor.

9) **ARTICLE XXXVI, Electronic Signatures**, is hereby added to read as follows:

ARTICLE XXXVI

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.

10) **ARTICLE XXXVII Counterparts**, is hereby added to read as follows:

ARTICLE XXXVII

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Except as herein amended, all other parts and sections of that Agreement #5792 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Kimberly McAdams, Assistant Director of Administration/Finance
Health and Human Service Agency

Requesting Department Head Concurrence:

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

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5792 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Chair
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- INTERFACE CHILDREN AND FAMILY SERVICES, INC --

By: _____

Dated: _____

Erik Sternad
Executive Director
"Contractor"

By: _____

Dated: _____

Lohanna Almanza
211 Director
Corporate Secretary