

FUNDING AGREEMENT #6466
AMENDMENT I

This First Amendment to that Funding Agreement #6466, 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 engaged by County to furnish personnel, equipment, office supplies, travel and other materials to provide a range of community services and education to vulnerable populations to promote prevention and equitable recovery from COVID-19/Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), pursuant to Funding Agreement #6466, dated May 17, 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 reduce the total maximum payment amount awarded to Subrecipient under COVID-19 ELC68 expansion funding by \$139,298.89, 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, and add the option to further extend the Agreement for one (1) additional year, to align with the extension of COVID-19 ELC68 expansion funding, amending **ARTICLE II, Term**;

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

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to that Funding Agreement #6466.

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 First Amendment to Agreement #6466 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, medical and office supplies, travel and other materials to provide a range of professional nursing services, education and case management to vulnerable populations to promote equitable recovery from COVID-19/SARSCoV-2 through infection control and prevention measures. Service delivery may include clinical, community, field, and population based interventions and services on-site or in outreach locations.

Payment: County agrees to reimburse funds expended prior to the termination date, or as may be extended, up to a maximum amount of **\$110,701.11** to Subrecipient following final execution of this Agreement 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 this Agreement #6466 and CDPH Allocation No. COVID-19 ELC68.

Invoices: 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): PHinvoice@edcgov.us	Barton Health 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 copymg.

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 Countyfunded 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 when fully executed by the parties hereto and shall expire on June 30, 2025.

Based on an extended term date of County’s California Department of Public Health (CDPH) Allocation No. COVID-19 ELC68, Subrecipient may earn one (1) single year extension with the same terms/conditions contemplated in Article I, Payment and Use of Funds, or as amended, and shall cover the extended period of July 1, 2025 through June 30, 2026.

To earn the additional one (1) single year extension, Subrecipient must meet the minimum requirements of this Agreement during the previous term. Following review and approval of Subrecipient’s performance of the Agreement, the County Contract Administrator shall submit a request to the County Health and Human Services Agency (HHS) Director justifying a one (1) year extension. Upon approval by the County HHS Director, vendor will be notified of the extension in writing, in accordance with the Article titled "Notice to Parties."

Initial Term Dates:	Final Execution	06/30/2024
Amendment I Extension Dates:	07/01/2024	06/30/2025
(Optional) Additional One (1) Year Extension Dates:	07/01/2025	06/30/2026

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 XXIV, Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIV

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, HHSA, 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 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.

Contractor agrees to comply with Federal procedures in accordance with 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

Consistent with 2 CFR 180.300(a), County has elected to verify whether Contractor has been suspended from 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: Contractor 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			
Contractor:	Barton Healthcare System	UEI #: Q72BAKGVJAR9	
Award Term:	5/17/2022 – 6/30/2025	EIN #:	
Total Federal Funds Obligated: Up to \$110,701.11			
Federal Award Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.323			Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Project Description:	Local Assistance Grant Funding		
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.		

Except as herein amended, all other parts and sections of Funding Agreement #6466 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: 05/10/2024

Requesting Department Head Concurrence:

By: Jim Diel
 Jim Diel, LMFT
 Chief Assistant Director
 Health and Human Services Agency

Dated: 05/10/2024

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6466 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: _____ Dated: _____
Deputy Clerk

-- BARTON HEALTHCARE SYSTEM --

By: Clint Purvance, MD Dated: 05/15/2024
Clint Purvance, MD (May 15, 2024 18:04 PDT)
Clint Purvance, MD
Chief Executive Officer
"Subrecipient"

By: Kelly Neiger Dated: 05/20/2024
Kelly Neiger (May 20, 2024 15:39 PDT)
Kelly Neiger
Chief Financial Officer

**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:

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:

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 18:04 PDT)

Signature of authorized individual

Clint Purvance, MD

Type or write name of authorized individual