

AGREEMENT FOR SERVICES #4840
AMENDMENT I

This First Amendment to that Agreement for Services #4840, 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 Suicide Prevention Network, LTD doing business as Suicide Prevention Network of Douglas County, a Nevada Non-Profit Corporation, duly qualified to conduct business in the State of California, whose principle place of business is 1625 State Route 88, Suite 203, Minden, Nevada 89423, and whose Agent for Service of Process is Dave Olivo, 1158 Emerald Bay Road, South Lake Tahoe, California 95160, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide services in accordance with California Proposition 63 (2004), otherwise known as the Mental Health Services Act (MHSA), in accordance with Agreement for Services #4840, dated June 23, 2020, incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operations, 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 desire to amend the Agreement to increase the Fiscal Year 2022/2023 compensation by an additional \$46,000.00, to include updated rates, increasing the Maximum Obligation to \$226,000, and hereby amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B**;

WHEREAS, the parties hereto desire to amend the Agreement to include updated contract provisions, hereby amending **ARTICLE VI, Contractor to County**; **ARTICLE VII, Assignment and Delegation**; **ARTICLE VIII, Independent Contractor/Liability**; **ARTICLE XI, Default, Termination, and Cancellation**; **ARTICLE XXIII, Conflict of Interest**, adding **Exhibit F**, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof; and **ARTICLE XXIX, Administrator**;

WHEREAS, the parties hereto desire to amend the Agreement to include updated contract provisions, hereby adding **ARTICLE XXXVII, Executive Order N-6-22 – Russia Sanctions; ARTICLE XXXVIII, Force Majeure; ARTICLE XXXIX, Waiver; and ARTICLE XXXX, Electronic Signatures;**

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to Agreement #4840.

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

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

**ARTICLE III
Compensation for Services:**

A. **Rates:** For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked “Rates”, incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked “Amended Rates”, incorporated herein and made by reference a part hereof

B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with Exhibit C, marked “County of El Dorado Health and Human Services Agency Billing Invoice,” incorporated herein and made by reference a part hereof. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

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 style="text-align: center;">BHinvoice@edcgov.us Please include in the subject line: “Contract #, Service Month, Description / Program</p>	<p style="text-align: center;">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.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices or services fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I, Scope of Services. For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

- **Supplemental Invoice Process:** For those situations where a service is disallowed by HHSA on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each year of this Agreement and received by HHSA after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to this process must be submitted in writing and must be approved by HHSA's Chief Fiscal Officer.

C. **Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed:

Description	Term	Amount
Suicide Prevention and Stigma Reduction	July 1, 2020 – June 30, 2021	\$60,000
Suicide Prevention and Stigma Reduction	July 1, 2021 – June 30, 2022	\$60,000
Suicide Prevention and Stigma Reduction	July 1, 2022 – June 30, 2023	\$106,000
Maximum Obligation:		\$226,000

D. **MHSA Funding:** Contractor acknowledges that this Agreement meets the requirements for the distribution of Mental Health Act Services (MHSA) funding in a Performance Contract, as required in Chapter 2 of the Welfare & Institutions Code beginning with Section 5650 and Contractor agrees to comply with the provisions in Section 5650 through 5667.

E. **Disallowed Costs:** The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the MHSA Plan, or as updated thereafter, _____ available _____ at https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa_plans.aspx.

In the event that Contractor fails to deliver the documents or other deliverables required herein, 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 XI, Default, Termination, and Cancellation. In no event

shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

- 2) **ARTICLE VI, Contractor to County**, of the Agreement is amended in its entirety to read as follows:

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

- 3) **ARTICLE VII, Assignment and Delegation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

- 4) **ARTICLE VIII, Independent Contractor**, of the Agreement is amended in its entirety to read as follows:

ARTICLE VIII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind County or incur any obligations on behalf of County with regard to any matter, and Contractor shall not make any agreements or representations on County's behalf.

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

ARTICLE XI

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:

1. 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.
2. 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.
3. 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:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 3. 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.
 4. A violation of the ARTICLE XXIII 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.

- 6) **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 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 XI titled Default, Termination and Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit F, 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 XXIX, Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIX

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

- 8) **ARTICLE XXXVII, Executive Order N-6-22 – Russia Sanctions**, is hereby added to read as follows:

ARTICLE XXXVII

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.

- 9) **ARTICLE XXXVIII, Force Majeure**, is hereby added to read as follows:

ARTICLE XXXVIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

- 10) **ARTICLE XXXIX, Waiver**, is hereby added to read as follows:

ARTICLE XXXIX

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

11) **ARTICLE XXXX, Electronic Signatures**, is hereby added to read as follows:

ARTICLE XXXX

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.

Requesting Contract Administrator Concurrence:

By: _____
Justine Collinsworth
Manager of Mental Health Programs
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

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

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4840 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: _____

**-- SUICIDE PREVENTION NETWORK, LTD
doing business as
SUICIDE PREVENTION NETWORK OF DOUGLAS COUNTY --**

By: _____
Terry Taylor, Chief Executive Officer
"Contractor"

Dated: _____

By: _____
Natalia Vander Laan, Secretary
"Contractor"

Dated: _____

Suicide Prevention Network, LTD dba Suicide Prevention Network of Douglas
Amended Exhibit B
 Amended Rates

A. Staff Rates: For the purposes of this Agreement, the hourly rate paid to the Contractor shall be all-inclusive (i.e., compensation, administrative overhead, communication, fees, insurance, general printing and general duplication, general postage, and all other costs related to business operations).

Staff	Hourly Rate
Program Coordinator	\$62.00
Youth Coordinator	\$18.00

B. Mileage: Mileage only expense will be reimbursed for services performed by Contractor or any authorized subcontractor. Reimbursement for mileage expenses for Contractor and subcontractors, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy incorporated herein and made by reference a part hereof and available via the website: <https://www.edcgov.us/Government/BOS/Policies/Documents/D-1> at the time the mileage and/or travel expenses are incurred.

Mileage reimbursement	Rate	Not to Exceed
Mileage	Published IRS Rate	\$2000.00

Suicide Prevention Network, LTD dba Suicide Prevention Network of Douglas
Exhibit F
California Lavine 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 Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual