

AGREEMENT FOR SERVICES #5376
AMENDMENT I
Drug Medi-Cal Organized Delivery System Services

This First Amendment to that Agreement for Services #5376, 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 Wellspace Health, a California Domestic Non-Profit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 777 12th Street, Suite 250, Sacramento, California 95814, and whose treatment address is 1550 Juliese Avenue, Sacramento, California 95815 (hereinafter referred to as "Provider");

RECITALS

WHEREAS, Provider has been engaged by County to provide Drug Medi-Cal Organized Delivery System Services (DMC-ODS), in accordance with Agreement for Services #5376, dated June 29, 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 extend the expiration date of June 30, 2023 for one (1) additional year, 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 \$655,000, for a new not-to exceed amount of \$2,130,000, amending **ARTICLE V, Maximum Obligation**;

WHEREAS, the parties hereto desire to amend the Agreement funding table to include the additional funds provided herein this Amendment amending **ARTICLE VI, Federal Funding Notification**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Conflict of Interest language, amending **ARTICLE XXVI, Conflict of Interest**, and adding **Exhibit 16**, 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 the Nondiscrimination language, amending **ARTICLE XXVII, Nondiscrimination**,

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XLI, Executive Order N-6-22 – Russia Sanctions, ARTICLE XLII, Lobbying Certification, and ARTICLE XLIII, Electronic Signatures** to include updated contract provisions;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to that Agreement #5376.

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

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

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2021, through June 30, 2024.

- 2) **ARTICLE V, Maximum Obligation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE V

Maximum Obligation:

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until June 30, 2023, the total obligation for services provided herein are stated below:

AB 109: \$80,000 Per Year

MHSA: \$82,500 Per Year

SABG Discretionary Fund: \$75,000 Per Year

Other (DMC w/ FFP, Realignment, State General Fund): \$500,000 Per Year

For the period beginning July 1, 2023, and continuing through the remaining term of the Agreement, the total obligation for services provided herein are stated below:

AB 109: \$80,000 Per Year

SABG Discretionary Fund: \$75,000 Per Year

Other (DMC w/ FFP, Realignment, State General Fund): \$500,000 Per Year

Total Maximum Contractual Obligation: The total amount of this Agreement shall not exceed \$2,130,000, inclusive of all costs and expenses.

3) **ARTICLE VI – Federal Funding Notification**, Section B, of the Article, is amended in its entirety to read as follows:

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 Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Social Services that may apply to this contract:

Federal Funding Subrecipient Information			
Provider:	Wellspace Health, Inc.		UEI: MUW3MJARNXH5
Award Term:	07/01/21 – 06/30/24		EIN #: 94-1713704
Total Federal Funds Obligated: \$2,130,000.00			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.778		06/01/2019	Drug Medi-Cal Organized Delivery System Services (DMC-ODS)
93.959		07/01/2021	Substance Abuse Prevention and Treatment Block Grant (SABG)
Project Description:	Substance Use Disorder Treatment Services for referred clients by The County of El Dorado, Health and Human Services Agency.		
Awarding Agency:	California Department of Health Care Services		
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.	

4) **ARTICLE XXVI, Conflict of Interest** of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVI, Conflict of Interest

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 Provider 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.

Provider covenants that during the term of this Agreement neither it, or any officer or employee of the Provider, 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 Provider becomes aware of a conflict of interest related to this Agreement, Provider 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), Provider shall complete and sign the attached Exhibit 16, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by Provider, if any, to any officer of County.

5) ARTICLE XXVII, Nondiscrimination is hereby added to read as follows:

ARTICLE XXVII

Nondiscrimination:

- A. County may require Provider’s services on projects involving funding from various state and/or federal agencies, and as a consequence, Provider shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Provider 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, medical condition, marital status, age, or sex; Provider shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code,

Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Provider and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Provider shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Provider's signature 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. Provider shall comply with Exhibit 14, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," executed in the Agreement, incorporated by reference herein, and thus made a part hereof.

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

ARTICLE XLI

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 Provider 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 Provider advance written notice of such termination, allowing Provider at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

- 7) **ARTICLE XLII, Lobbying Certification**, is hereby added to read as follows:

ARTICLE XLII

Lobbying Certification: The Provider, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Provider shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8) **ARTICLE XLIII, Electronic Signatures**, is hereby added to read as follows:

ARTICLE XLIII

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 #5376 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Salina Drennan
Substance Use Disorder Services Program Manager
Health and Human Services Agency

Requesting Department Head Concurrence:

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

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5376 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: _____

-- WELLSPACE HEALTH --

By: _____
Alisdair Jonathon Porteus
Chief Executive Officer
"Provider"

Dated: _____

By: _____
Timothy Martin
Secretary

Dated: _____

WellSpace Health
Exhibit 16
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 disclosure 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

WellSpace Health

Type or write name of company

Type or write name of authorized individual