

H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #8197

THIS FIRST AMENDMENT to that Agreement for Services #8197 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 Wendy Barillas, Marriage & Family Therapy, a Professional Corporation duly qualified to conduct business in the State of California, whose principal place of business is 3516 19th Avenue, Sacramento, California 95820 (hereinafter referred to as "Contractor").

R E C I T A L S

WHEREAS, Contractor has been engaged by County to assist its District Attorney's Office with providing psychotherapy clinician mental health services to child abuse victims and their families on an as-needed basis pursuant to Agreement for Services #8197, dated December 12, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, On or about December 12, 2023, Wendy Barillas, Marriage & Family Therapy, a Professional Corporation agreed to reassign this contract to H.O.P.E: Healthy Outcomes for Personal Enrichment Counseling Center;

WHEREAS, Wendy Barillas, Marriage & Family Therapy, a Professional Corporation executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto H.O.P.E: Healthy Outcomes for Personal Enrichment Counseling Center all of Wendy Barillas, Marriage & Family Therapy, a Professional Corporations' rights, title, interest, duties, obligations, and liabilities in, to, and under Agreement for Services #8197. Wendy Barillas, Marriage & Family Therapy, a Professional Corporation's assignment agreement is incorporated herein as Exhibit D, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit D;

WHEREAS, Wendy Barillas, Marriage & Family Therapy, a Professional Corporation has requested that County accept work under the Agreement and assign all of its rights, obligations, and liabilities to H.O.P.E: Healthy Outcomes for Personal Enrichment Counseling Center;

WHEREAS, H.O.P.E: Healthy Outcomes for Personal Enrichment Counseling Center acknowledges and agrees that all existing indemnity and insurance obligations shall remain in full force and effect for the duration of Agreement for Services #8197, and as thereafter required by the Agreement;

WHEREAS, H.O.P.E: Healthy Outcomes for Personal Enrichment Counseling Center shall assume all Contractor's rights, obligations, and liabilities under the Agreement,

including outstanding rights, obligations, and liabilities with psychotherapy clinician mental health services to child abuse victims and their families on an as-needed basis;

WHEREAS, County will accept this First Amendment to Agreement for Services #8197 on condition that H.O.P.E: Healthy Outcomes for Personal Enrichment Counseling Center, assumes and fulfills the terms and conditions of this First Amendment and the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to update the notice to recipients, amending **ARTICLE XIV, Notice to Parties**;

WHEREAS, the parties hereto desire to replace **Exhibit A, Operational Agreement** and **Exhibit B, California Levine Act Statement** with **Amended Exhibit A, Operational Agreement** and **Amended Exhibit B, California Levine Act Statement**.

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 for Services #8197 on the following terms and conditions:

- I. All references to Wendy Barillas, Marriage & Family Therapy, a Professional Corporation, throughout the Agreement shall read H.O.P.E: Healthy Outcomes for Personal Enrichment Counseling Center. H.O.P.E: Healthy Outcomes for Personal Enrichment Counseling Center assumes all rights, obligations, and liabilities for any and all services provided under this Agreement, including any services provided prior to the execution of this First Amendment, and County hereby accepts this assignment to, and assumption by, H.O.P.E: Healthy Outcomes for Personal Enrichment Counseling Center.
- II. **ARTICLE XIV, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667
Attn: Vern Pierson
District Attorney

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667
Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

H.O.P.E Healthy Outcomes for Personal Enrichment Counseling Center
2540 Douglas Boulevard, Suite 200
Roseville, California 95661

Attn.: Darlene Davis, Chief Executive Officer

or to such other location as Contractor directs.

Except as herein amended, all other parts and sections of Agreement for Services #8197 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8197 on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Michelle Wierman*

Dated: 01/10/2024

Purchasing Agent
Chief Administrative Office
"County"

**--WENDY BARILLAS, MARRIAGE & FAMILY THERAPY,
A PROFESSIONAL CORPORATION--**

By: *Wendy Barillas*
Wendy Barillas (Jan 8, 2024 13:07 PST)

Dated: 01/08/2024

Wendy Barillas, LMFT #133716
Chief Executive Officer
"Contractor"

**--H.O.P.E: HEALTHY OUTCOMES FOR
PERSONAL ENRICHMENT COUNSELING CENTER--**

By: *Darlene Davis*
Darlene Davis (Jan 8, 2024 14:04 PST)

Dated: 01/08/2024

Darlene Davis
Chief Executive Officer
"Contractor"

By: *Traci Bianchi-Templin*
Traci Bianchi-Templin (Jan 9, 2024 06:23 PST)

Dated: 01/09/2024

Traci Bianchi-Templin
Chief Financial Officer

H.O.P.E. Healthy Outcomes for Personal Enrichment Counseling Center

Amended Exhibit A

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the El Dorado County District Attorney (hereinafter referred to as “EDCDA”) and H.O.P.E. Healthy Outcomes for Personal Enrichment Counseling Center (hereinafter referred to as “Contractor”) intend to work together towards the mutual goal of providing maximum available assistance for child abuse victims, child witnesses of abuse, and their non-offending family members. Each party agrees to participate in this collaboration by coordinating/providing the following services for the period of January 1, 2024, through December 31, 2024.

EDCDA will closely coordinate the following services with Contractor:

- EDCDA staff will be readily available to Contractor through in-person and telephone contact with the Child Advocacy Center (CAC) Coordinator-Interviewer, the Assistant District Attorney overseeing the EDCDA Victim Witness Program, and EDCDA Victim Witness (EDCDA VW) Program Manager and Specialists.
- The CAC Coordinator will schedule CAC interviews for victims of suspected child abuse cases and for child witnesses of abuse and/or violence. In the course of said coordination, the CAC Coordinator shall advise Contractor of the date and time of the interview, as well as provide a brief case background, so an appropriate psychotherapy clinician can be assigned to the case and observe the interview, whenever clients desire mental health services.
- EDCDA VW Program staff will provide referrals to the Contractor for families experiencing child abuse and/or neglect with victim information and Multi-Disciplinary Interview (MDI) status, if applicable. VW Program staff will continue to maintain contact with families and follow-up on the ongoing needs of the family and therapy progress.

Contractor will closely coordinate the following services within the scope of this agreement:

- Accept referrals from EDCDA and/or the CAC program for trauma-informed mental health services for child victims of abuse or neglect, as well as their family members and non-offending caregivers

- Provide mental health services to clients referred by EDCDA and/or the CAC regardless of ability to pay.
- Mental health services for clients referred to Contractor, may be completed via telehealth or in-person at the Fausel House CAC.
- Communicate with EDCDA VW program staff and CAC staff regarding mental health progress, services provided, and any other needs specified by children and/or their families.

Specifically:

EDCDA, including its association with the CAC, agrees to the following:

1. To enforce the laws regarding child abuse cases in order to protect the victim(s) and to prevent future criminal acts through vigorous early intervention for both children and their family members.
2. To work directly with Contractor.
3. To initiate needs assessments related to intake and referrals for victims of child abuse, children who are witnesses to abuse, and non-offending family members.
4. To notify Contractor of and refer children who are victims of child abuse or neglect, or witness to violence, and their family members in need of mental health services who come to the attention of EDCDA VW Unit, and/or the Fausel House CAC via email to the Contractor.
5. To engage in collaborative trainings with Contractor.
6. To notify Contractor of Multidisciplinary Team (MDT) meetings, case reviews, CAC Steering Committee meetings, and to invite them to participate in the same.
7. To provide access to the Fausel House CAC building at 772 Pacific Street, Placerville, California 95667, via key fobs to participating psychotherapy providers. This shall be limited to the first floor waiting area, restroom, and therapy rooms, and a desk on the second floor for office administration related activities. This shall not include any access to the third floor.
8. To provide background checks and access to Livescan services associated for participating psychotherapy providers through Contractor.
9. To provide a desktop or similar computer at the desk on the second floor of the CAC which allows psychotherapy providers to enter notes and information regarding clients seen at the CAC.
10. To provide cellular phones to psychotherapy providers (limited to two [2] per grant budget requirements).
11. To create and distribute safety guidelines to Contractor, including but not limited to: alarm information for the building, cleaning protocols, and Personal Protective Equipment (PPE) guidelines.

12. To provide the technology to allow Contractor to turn off all recording equipment in the interview room of the Fausel House CAC to ensure confidentiality during therapy appointments.
13. To provide supplies as needed for therapy services at the Fausel House CAC.
14. To communicate directly with California Office of Emergency Services (CalOES) regarding all grant related reporting and any issues which may arise. This includes periodically assessing/reassessing the success of grant programs and deliverables as required by CalOES and EDCDA administration.
15. To manage a shared calendar/schedule regarding the use of the Fausel House CAC building, ie:, when forensic interviews, meetings, and therapy appointments with Contractor are taking place. In the event Contractor's activities occur during regular business hours, EDCDA employees agree to not access the first floor to ensure privacy and confidentiality for Contractor's clients. In the event a forensic interview or case interview is urgent and needs to take priority over prior scheduled Contractor appointments, EDCDA agrees to communicate as soon as possible to Contractor and psychotherapy providers regarding the urgent need to reschedule a therapy appointment.

Contractor agrees to:

1. Contact EDCDA VW Program Manager for programmatic and grant compliance.
2. Provide Psychotherapy Clinicians to work specifically with child abuse victims and their families (secondary victims) by providing trauma informed mental health services.
3. Ensure all psychotherapy clinicians associated with this Agreement and working with referred clients from the EDCDA and/or CAC meet the level of "Associate" or higher in their level of training and expertise. Contractor agrees to not use "Trainees" for the purpose of this program and contract.
4. Contact victims and/or their families within twenty-four (24) hours of receiving a referral.
5. Begin therapy services based on needs/risk assessment, but not to exceed five (5) business days from the date of contact with the victim and/or the family.
6. Provide flexible therapy hours, including telehealth, late afternoons, evenings, and weekends, in order to ensure children and families have the most convenient access to therapy unhindered by work and school hours

7. Enter all appointments scheduled at the Fausel House CAC into the shared calendar to give notice to EDCDA employees and partners of the use of the building as soon as possible after the appointments are scheduled.
8. Provide family therapy options allowing therapists to conduct separate sessions for both children and their caregivers using the different areas available at the Fausel House CAC building, specifically the interview room and main lobby.
9. Provide specific promotional materials, business cards, and referral information to EDCDA for distribution to families during the referral process and/or initial contacts with the Fausel House CAC, as needed.
10. Prevent any access to the second or third floor of the Fausel House CAC building to any clients or family members.
11. Prevent access to the third-floor investigations area of the Fausel House CAC building.
12. Respect and adhere to the safety guidelines created and distributed by EDCDA, including but not limited to alarm information for the building, cleaning protocols, and PPE guidelines.
13. Engage in training with EDCDA, as appropriate.
14. Attend monthly case review meetings with the Fausel House CAC multidisciplinary team, as well as CAC Steering Committee meetings when appropriate.
15. Prepare a consent/release of information form for families referred by EDCDA and/or the Fausel House CAC to ensure information can be shared when agreed to with the multidisciplinary team during monthly case reviews.
16. Share appropriate information regarding child abuse victims and their families with EDCDA, when prior written authorization has been obtained from the victim and/or family.
17. Collect and submit to EDCDA VW Program Manager the quarterly statistical data and aid in the preparation of the bi-annual narrative reports as required by CalOES and the Office of Victim Performance Platform (OVCPMT) and/or any other internal reporting. Contractor must provide the following data as part of the report preparation activities: intake, mental health needs assessment for child victims and/or their families, psychotherapy, and or cultural-centered therapy including bilingual Spanish sessions, crisis intervention, group counseling, treatment plans, meetings with parents and caregivers, training, and outreach.
18. Collect and submit statistical data on a quarterly basis as to clients seen and specific services provided to CAC clients referred to Contractor, to the CAC Coordinator for internal CAC statistical and case tracking.
19. Respect confidentiality when conducting therapy sessions.

20. Respect confidentiality of sensitive information obtained by EDCDA and other multidisciplinary team case reviews as outlined in the Fausel House CAC Interagency Protocol.
21. Reschedule preexisting therapy appointments as necessary when urgent forensic interview, law enforcement, or prosecution needs take precedence to building access.
22. Adhere to all mental health provider requirements as outlined in the Fausel House CAC Interagency Protocol and its associated Memorandum of Understanding (MOU) and in accordance with National Children's Alliance (NCA) mental health standards.

The primary contacts for the Operational Agreement are as follows:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667

Attn.: Vernon R. Pierson
District Attorney

H.O.P.E. Healthy Outcomes for Personal Enrichment Counseling Center
2540 Douglas Boulevard, Suite 200
Roseville, California 95661

EDCDA and Contractor may enter into a contractual agreement identifying the total amount of grant funds to be transferred, the process for transferring the grant funds, detailing what the grant funds may be used for, and providing specific information concerning all non-fiscal resources shared between the agencies.

We, the undersigned, as authorized representatives of EDCDA and Contractor, do hereby approve this document.

VRP
VRP (Jan 9, 2024 10:07 PST)

Vernon R. Pierson
District Attorney
“EDCDA”

01/09/2024

Date

Darlene Davis
Darlene Davis (Jan 8, 2024 14:04 PST)

Darlene Davis
Chief Executive Officer
“Contractor”

01/08/2024

Date

Traci Bianchi-Templin
Traci Bianchi-Templin (Jan 9, 2024 06:23 PST)

Traci Bianchi-Templin
Chief Financial Officer

01/09/2024

Date

H.O.P.E. Healthy Outcomes for Personal Enrichment Counseling Center

Amended Exhibit B

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 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:

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:

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.

01/08/2024

Date

H.O.P.E Healthy Outcomes for
Personal Enrichment Counseling Center

Type or write name of company

Darlene Davis

Darlene Davis (Jan 8, 2024 14:04 PST)

Signature of authorized individual

Darlene Davis

Type or write name of authorized individual

H.O.P.E Healthy Outcomes for Personal Enrichment Counseling Center

Exhibit D

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement (this "Assignment Consent") is entered into effective as of the date of last signature and is by and among Wendy Barillas, Marriage & Family Therapy, a Professional Corporation ("Assignor") duly qualified to conduct business in the State of California, and H.O.P.E Healthy Outcomes for Personal Enrichment Counseling Center, a nonprofit public benefit California corporation duly qualified to conduct business in the State of California, ("Assignee").

RECITALS

- A.** Assignor is "Contractor" under that certain Agreement for Services #8197 with County dated December 12, 2023 (the "Service Agreement").
- B.** The Service Agreement pertains to providing as-needed psychotherapy clinician mental health services to child abuse victims and their families.
- C.** This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Service Agreement from Assignor to Assignee; (ii) the Assignee's agreement to accept, assume, and discharge all of Assignor's duties, obligations, and liabilities related thereto; and (iii) County's consent thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment.** Assignor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Assignee the Service Agreement and all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement.
- 2. Assumption.** Assignee hereby agrees to take assignment of the Service Agreement. As such, Assignee hereby assumes all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement and agrees to be bound by all of the terms and conditions of the Service Agreement, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Service Agreement, and to receive the benefits of the Service Agreement, all from and after the Effective Date hereof.
- 3. Counterparts.** This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed

4. to be one and the same agreement. A signed copy of this Assignment Consent delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
5. Severability. If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.
6. Headings. The headings in this Assignment Consent are for reference only and do not affect the interpretation.
7. Successors and Assigns. This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Consent on the dates indicated below.

Assignor:

Wendy Barillas, Marriage & Family Therapy, a Professional Corporation

By: Wendy Barillas
Wendy Barillas (Jan 8, 2024 13:07 PST)

Name: Wendy Barillas, LMFT

Title: Chief Executive Officer

Date: 01/08/2024

Assignee:

H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center

By: Darlene Davis
Darlene Davis (Jan 8, 2024 14:04 PST)

Name: Darlene Davis

Title: Chief Executive Officer

Date: 01/08/2024

By: Traci Bianchi-Templin
Traci Bianchi-Templin (Jan 9, 2024 06:23 PST)

Name: Traci Bianchi-Templin

Title: Chief Financial Officer

Date: 01/09/2024