

Julia B. Vanderschaaf, LMFT

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #4588

THIS FOURTH AMENDMENT to that Agreement for Services #4588 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 Julia B. Vanderschaaf, LMFT, an individual, duly qualified to conduct business in the State of California, whose principal place of business is 6183 3rd Avenue, Sacramento, California 95817 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide victim witness case management and mental health services for crisis response and victim services for the District Attorney’s Office pursuant to Agreement for Services #4588, dated February 24, 2020, First Amendment to Agreement for Services #4588, dated August 4, 2020, Second Amendment to Agreement for Services #4588, dated June 17, 2021, and Third Amendment to Agreement for Services #4588, dated August 9, 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 update the scope of work, amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update specific Articles to reflect County’s current contract provisions, amending **ARTICLE XV, Indemnity**;

WHEREAS, the parties hereto desire to amend the Agreement in accordance with Senate Bill 1489, the Levine Act, amending **ARTICLE XIX, Conflict of Interest**, and adding **Exhibit A, California Levine Act Statement**;

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 Fourth Amendment to Agreement for Services #4588 on the following terms and conditions:

I. **ARTICLE I, Scope of Services**, the Article is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish, at Consultant’s own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including mental health services to advocates, Deputy District Attorneys, and other District Attorney staff, and telehealth counseling for Domestic Violence adult victims and their dependents as referred to by the District Attorney’s Office Victim Witness Unit, on

an as-needed basis for crisis response and victim services. The requested services may include the following at a minimum:

1. Case management meetings for Victim Services advocates.
2. Case management meetings for Deputy District Attorney.
3. Crisis response session in a team or individual setting.
4. Domestic violence telehealth counseling services to victims of domestic violence and their dependents as required under this Agreement.

The specific services for each assignment shall be determined by a telephone call, email, or in-person conference between County and Consultant. Prior to commencement of the work, County will provide approval in the form of an email notification, phone call, or a referral to proceed with the work. Meeting or session durations are billed at one (1) hour intervals and may exceed one (1) hour in length. Billing may include one (1) hour for any scheduled sessions that were missed by the client, limited to billing for no more than two (2) missed sessions per annual grant period (October-September). In accordance with grant policies, the services are to be rendered by September 30, 2023.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees perform the services and tasks required under this Agreement accordingly.

II. ARTICLE XV, Indemnity, the Article is amended in its entirety to read as follows:

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Consultant 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 Consultant 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 Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Consultant 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.

III. **ARTICLE XIX, Conflict of Interest**, the Article is amended in its entirety to read as follows:

ARTICLE XIX

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 Consultant and performing work for County and who are considered to be 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.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant 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 of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Lessor shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Lessor, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #4588, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Agreement for Services #4588 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: _____

-- JULIA B. VANDERSCHAAF, LMFT --

By: *Julia Vanderschaaf, LMFT*
Julia VanderSchaaf, LMFT (Apr 10, 2023 13:42 PDT)
Julia B. Vanderschaaf, LMFT
"Consultant"

Dated: 04/10/2023

Julia B. Vanderschaaf, LMFT

Exhibit A

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 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 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:

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.

04/10/2023

Date

Julia Vanderschaaf, LMFT
Julia Vanderschaaf, LMFT (Apr 10, 2023 13:42 PDT)

Signature of authorized individual

Julia anderSchaaf, LMFT

Type or write name of company

Julia VanderSchaaf, LMFT

Type or write name of authorized individual