

AGREEMENT FOR SERVICES #3422
AMENDMENT IV
Adult Inpatient Residential Services

This Fourth Amendment to that Agreement for Services #3422, 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 Willow Glen Care Center, a California non-profit, duly qualified to conduct business in the State of California, whose principal place of business is 1547 Plumas Court, Yuba City, California 95991; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide inpatient residential services for adults who have a serious mental disorder on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency (HHSA), in accordance with Agreement for Services #3422, dated December 4, 2018, Amendment I dated March 12, 2019, Amendment II dated July 19, 2019, and Amendment III dated June 30, 2020, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by **\$1,700,000**, for a new not-to-exceed amount of \$4,200,000 amending **ARTICLE IV, Not to Exceed**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Conflict of Interest language, amending **ARTICLE XXVIII, Conflict of Interest**, and adding **Exhibit D**, marked "California Levine Act Statement" incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to include updated contract provisions, amending **ARTICLE XXIX, Nondiscrimination**, and adding **Exhibit E**, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs" incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to update the Contract Administrator amending **ARTICLE XXXV, Administrator**;

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

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 Fourth Amendment to Agreement #3422 on the following terms and conditions:

- 1) **ARTICLE IV, Not to Exceed**, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Not to Exceed: Total amount of this Agreement shall not exceed \$4,200,000.00

- 2) **ARTICLE XXVIII, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVIII

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 titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, 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.

- 3) **ARTICLE XXIX, Nondiscrimination**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor 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; Contractor 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 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of 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. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor'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. Contractor shall comply with Exhibit E, "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit E upon request by County.

- 4) **ARTICLE XXXV, Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Danielle Bogan, Manager of Mental Health Programs, Health and Human Services Agency, or successor.

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

ARTICLE XLIII

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.

- 6) **ARTICLE XLIV, Electronic Signatures**, is hereby added to read as follows:

ARTICLE XLIV

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 #3422 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: *Danielle Bogan*
Danielle Bogan (Jul 20, 2023 14:23 PDT)

Danielle Bogan
Manager of Mental Health Programs
Health and Human Services Agency

Dated: 07/20/2023

Requesting Department Head Concurrence:

By: *O.B.C.*
Olivia Byron-Cooper (Jul 20, 2023 14:26 PDT)

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

Dated: 07/20/2023

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Agreement for Services #3422 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 8/15/23

Wendy Thomas
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaffley
Deputy Clerk

Dated: 8/15/23

-- WILLOW GLEN CARE CENTER --

By: Jeff Payne
Jeff Payne
Chief Executive Officer
"Contractor"

Dated: 07/25/2023

**Willow Glen Care Center
Exhibit D
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.

07/25/2023

Date

Willow Glen Care Center

Type or write name of company


Jeff Payne (07/25, 2023 14:30 PDT)

Signature of authorized individual

Jeff Payne

Type or write name of authorized individual

Willow Glen Care Center
Exhibit E
"Vendor Assurance of Compliance with
Nondiscrimination in State and Federally Assisted Programs"

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.


THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

07/25/2023

Date

1547 Plumas Court Yuba City, CA 95991

Address of vendor/recipient


Jeff Payne (Jul 25, 2023 14:30 PDT)

Signature

(08/13/01)