

ORIGINAL

AGREEMENT FOR SERVICES 294-S1211 AMENDMENT I

Therapeutic Counseling Services

This Amendment I to that Agreement for Services 294-S1211, 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 Teresa McIntyre-Harlow, Ph.D., an individual, duly qualified to conduct business in the State of California (hereinafter referred to as "Contractor"), whose principal place of business is 493 Main Street, Suite D., Diamond Springs, CA 95619;

RECITALS

WHEREAS, Contractor has been engaged by County to provide therapeutic counseling services and therapeutic visitation services on an "as requested" basis for clients referred by County of El Dorado Health and Human Services Agency ("HSSA") in accordance with Agreement for Services 294-S1211, dated January 10, 2012; incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article I – Scope of Services**, **Article III – Compensation**, **Article IV – Mandated Reporter Requirements**, **Article IX – HIPAA Compliance**, **Article X – Debarment and Suspension Certification**, **Article XXI – Default, Termination, and Cancellation**, **Article XXII – Notice to Parties**, **Article XXVII – Insurance**, **Article XXIX – Taxpayer Identification Number (Form W-9) and County Payee Data Record Form**, **Article XXXI – Administrator**, **Article XXXIV – Venue and Exhibit A – Monthly Progress Report**; and

WHEREAS, the parties hereto have mutually agreed to add **Article XXXVI – Release of Information**, **Article XXXVII – Transfer of Records**, **Article XXXVIII – Change of Address**, **Article XXXIX – Nonresident Withholding**, **Article XL – Waivers**, **Article XLI – Litigation**, and **Article XLII – No Third Party Beneficiaries**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services 294-S1211 shall be amended a first time as follows:

Articles I, III, IV, IX, X, XXI, XXII, XXVII, XXIX, XXXI, XXXIV, and Exhibit A – Monthly Progress Report are amended in their entirety to read as follows:

ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary to provide single or multiple units or sessions of therapeutic counseling, classes or other requested services (“service”) on an “as requested” basis to clients (“Client”) referred by County’s Health and Human Services Agency (“HHSA”). Services shall only be provided following approval via signed, written Program Disbursement Authorization by HHSA, hereinafter referred to as “PDA,” “HHSA PDA Authorization,” “HHSA Authorization,” or “Authorization,” or “PDA”). Multiple units of service (“Multiple Units”) shall be defined as one or more units of same or similar service(s) provided to Client(s) on a single day, as more fully defined under Article III “Compensation for Services.”

Furthermore:

- A. Contractor shall obtain an Authorization from HHSA that has been signed by the appropriate HHSA staff prior to providing any service(s) to any Client(s) detailed under “Scope of Service” or “Compensation;”
- B. Prior to providing any service(s) NOT detailed under “Scope of Service” or “Compensation” to Client(s), Contractor shall obtain an HHSA Authorization that has been signed by the appropriate HHSA staff and the HHSA Director or a member of HHSA Executive Management Team, which shall be defined as Assistant Director or above (“HHSA Executive Management”);
- C. Perinatal services are not included in this Agreement unless explicitly addressed under “Scope of Services” or as otherwise pre-approved via an HHSA Authorization by a member of HHSA Executive Management prior to the commencement of perinatal services;
- D. HHSA Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, all service(s) provided by Contractor to HHSA Client(s), including but not limited to services not explicitly addressed under “Scope of Services” or “Compensation;”
- E. No service shall commence without an HHSA Authorization that has been signed by the appropriate HHSA staff;
- F. Contractor shall not be compensated for services provided to a Client outside the authorized service dates identified on said Authorization;
- G. A copy of the HHSA Authorization shall be included with the invoice containing the service it pertains to and both documents shall be submitted to HHSA at the address indicated in the Article below titled “Compensation for Services.” Failure to submit a copy of the HHSA Authorization with Contractor’s invoice will result in payment being withheld until said Authorization is submitted.
- H. All required written reports must be submitted along with the invoice.

Whenever possible, services shall be provided by a currently Licensed Clinical Social Worker (“LCSW”) or currently licensed Marriage and Family Therapist (“MFT”) whose license has been issued and is regulated by the California Department of Consumer Affairs Board of Behavioral Sciences (“BBS”). Said license must be considered clear, i.e., license renewal fees have been

paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the BBS.

The BBS does not have reciprocity with any other state licensing board. Therefore, any LCSW or MFT who is providing HHSA approved services to a Client who is receiving services outside California must have a current, clear license issued and regulated by the appropriate certifying agency for the state in which they are practicing.

If any service is delegated to an intern, the intern must be pre-licensed by the appropriate certifying state agency and all service assignments must be under the direct supervision of a currently licensed LCSW or MFT as described above. No intern shall be the sole author of any written initial visit report or any other report that pertains to Client or Client's treatment plan. All Client related documents must be reviewed, approved, and signed by said LCSW or MFT.

Contractor shall provide clinical and forensic psychological evaluation services on an "as requested" basis to clients ("Clients") referred by the Health and Human Services Agency ("HHSA"). Services shall include but not be limited to:

1. Complete comprehensive psychological evaluations¹ and reports, including court reports, as requested by County.
2. Attend multidisciplinary team meetings as requested by County.
3. Provide court testimony as requested by County.

Psychological Evaluations and Written Assessments/Recommendations – Upon written request by the caseworker and authorized by caseworker's supervisor, Contractor shall provide the appropriate caseworker with a comprehensive written assessment of evaluation findings and professional treatment recommendations. Said written assessments/recommendations shall include responses to inquiries from caseworker regarding Client. Contractor shall submit written assessments/recommendations to appropriate caseworker no later than thirty (30) days after each evaluation.

Initial Visit Report - Within thirty calendar (30) days of Client's initial visit, Contractor shall provide appropriate HHSA staff, at no charge to County, with a written initial visit report that shall detail Contractor's professional evaluation of Client's needs including the recommended type of therapy to be utilized, the recommended number/frequency of sessions and whether or not additional or different services may be required or recommended. Once recommended services have been pre-approved via an HHSA Authorization and services have been initiated by Contractor, Contractor may not make any alterations without first securing a revised HHSA Authorization from the appropriate HHSA staff.

Monthly Client Progress Reports (currently required from vendors providing services to CPS clients and on an "as requested basis" by other HHSA programs) - Contractor shall provide appropriate HHSA staff, at no charge to County, with a brief written progress report that outlines the primary issues being addressed with each Client, their progress to date and ongoing treatment

¹ Psychological evaluations shall be provided only by currently licensed psychologists or psychiatrists with two-year post-doctoral licensure.

goals (see Exhibit "A," marked "Monthly Client Progress Report," incorporated herein and made by reference a part hereof) no later than thirty (30) days after the end of each Client's service month. A "service month" shall be defined as a calendar month during which Contractor provides Client services in accordance with "Scope of Services." If an alternate progress report is used, all fields noted on Exhibit "A" are mandatory.

Court Documents – Upon request, and within the time limit specified by County, Contractor shall provide appropriate HHS staff with comprehensive written reports for County's use in court. Contractor shall be compensated for the report(s) at the DMC rate for Regular DMC individual counseling session rate with a maximum limit of a two (2) session rates charged per report. The written initial visit report is specifically excluded from the court documents reimbursement rate, as this service shall be provided at no charge to County and as further defined under "Initial Visit Report," above.

The above written reports are a required deliverable of this Agreement and Contractor's failure to provide them to HHS within the specified time limits described above will result in a significant delay in reimbursement for services until the required written reports have been received. It is a further requirement of this Agreement that all written reports submitted to HHS shall contain the report writer's original signature. It is recommended, but not required, that all original signatures be made using blue ink. This signature shall act as an unsworn declaration that the contents of the written report(s) are accurate.

Contractor shall submit written reports to the appropriate HHS staff as follows:

<p>County of El Dorado Health and Human Services Attn: Accounting 3057 Briw Rd. A Placerville, CA 95667-5321</p> <p>530/642-7100 (ph.) 530/626-7427 (fax)</p>	<p>County of El Dorado Health and Human Services Attn: Accounting 3368 Lake Tahoe Blvd., 100 South Lake Tahoe, CA 96150-7915</p> <p>530/573-3201 (ph.) 530/541-2803 (fax)</p>
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Court Meetings – As arranged by and upon notification from the Court, or as the Court directs County, Contractor shall attend client-related Court meetings ("Court Meeting"). Contractor shall be paid for their attendance at Court Meetings using the Regular DMC "Outpatient Drug Free ("ODF") Individual Counseling face-to-face visit" Unit of Service Rate as their hourly rate for time actually spent at the Court Meeting. Contractor is required to sign in with the Court Clerk at said meeting. Failure to sign in with the Court Clerk may delay payment. If the Court's Meeting is cancelled by the Court less than 24 hours in advance of its scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of that month's cancelled Court Meeting, not to exceed two (2) hours. Travel expenses incurred by Contractor as a result of the provision of these services including, but not limited to travel time, meals, lodging, mileage, etc., are not included in this Agreement and shall not be paid by County.

Court Appearances - Upon subpoena by County, Contractor shall attend court sessions. County shall only pay Contractor for court appearances when County subpoenas Contractor. Contractor

shall be paid for court appearances at the DMC rate for Regular DMC individual counseling session rate for time actually spent at the subpoenaed court session. Travel time shall not be included in the reimbursement for these services.

Multidisciplinary Team Meeting Appearances - Upon request by County, Contractor shall attend multidisciplinary team meetings. County shall only pay Contractor for attendance at multidisciplinary team meetings when County specifically requests Contractor's attendance. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams or organizations in which County considers Contractor or Contractor's staff or assigns to be regular standing members. Contractor shall be paid for these appearances at the DMC rate for Regular DMC individual counseling session rate for time actually spent at the meeting. Travel time shall not be included in the reimbursement for these services.

Contractor shall immediately contact the appropriate staff, at no charge to County, to inform them of Client appointment no-shows, cancellations, or any other urgent concerns directly affecting Client or Client's treatment plan.

County shall not pay for any services that have not been pre-approved by an HHS A Authorization, incomplete services, "no shows," cancellations, telephone calls or for the preparation of initial visit reports or bimonthly Client progress reports.

ARTICLE III

Compensation for Services: Prior to the commencement of any HHS A authorized service(s), Contractor shall determine the category that Client falls under as set forth in the chart listed below:

<i>Client Insurance Category</i>	<i>Procedures to Follow to Receive Reimbursement for Services</i>
Uninsured Clients	For Clients without health insurance coverage, Contractor shall bill County for authorized service(s) provided in accordance with the rates set forth below. Contractor shall not charge <u>any</u> amount whatsoever to Clients who do not have health insurance.
Medi-Cal Clients with no "share of costs"	Contractors who are Medi-Cal providers shall bill Medi-Cal for authorized service(s) provided. Contractor shall <u>not</u> bill Client or County for any difference between their "regular" fee and what they receive from Medi-Cal for services rendered, any co-pay(s), any deductible, or any other amount(s).
Medi-Cal Clients with "share of costs"	Contractors who are Medi-Cal providers shall bill Medi-Cal for authorized service(s) provided and shall bill County for Client's share of costs, up to the rate amount set forth in this Agreement. Contractor shall <u>not</u> bill Client or County for any additional costs, including but not limited to the difference between their "regular" fee and what they receive from Medi-Cal for services rendered, any co-pay(s), any deductible(s), or any other amount(s).

Clients with private health insurance coverage	Contractor shall bill Client's private health insurance carrier as primary insurance carrier for all authorized service(s) provided. Contractor shall only bill County for any insurance-required Client co-pay or deductible amounts. Contractor shall <u>not</u> bill Client or County for any difference between their "regular" fee and what they receive from private insurance for services rendered, any co-pay(s), any deductible(s), or any other amount(s). If Client's private health insurance company does not cover the ordered service(s), Contractor shall follow the above procedures for Uninsured Clients.
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After determining the proper insurance category Client falls under, and unless as otherwise defined in this Agreement, provided services shall be billed using the County standardized rate structure, which shall use the most current California Drug Medi-Cal ("DMC") Alcohol and Drug Services Program "Regular DMC" and "Perinatal DMC" rates (collectively "DMC rates") as its benchmark and as set forth in the chart listed below. Furthermore, for the purposes of this Agreement:

- A. DMC rates are for reimbursement reference purposes only and any descriptive information contained within the DMC rate schedule shall not apply to this Agreement unless otherwise specifically addressed. California-approved Drug Medi-Cal DMC rates are located on the California Department of Health Services at the following website address: <http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>.²
- B. DMC rates shall be subject to an annual adjustment in order to match the most current State-approved DMC rate schedule. Any adjustments to the DMC rate schedule by the State shall become effective the first day of the month that follows California's announcement that its governor has signed the Budget Bill for that particular Fiscal Year, thereby enacting the California State Budget Act.³

<i>Service</i>	<i>County Standardized Rate</i>
<i>Initial Visit Report(s). Within thirty (30) calendar days of Client's initial visit and at no charge to County, Contractor shall provide appropriate HHSA staff with a written initial visit report that shall detail Contractor's professional evaluation of Client's needs including the recommended type of therapy to be utilized, the recommended number/frequency of sessions and whether or not additional or different services may be required or recommended. Initial Visit Report must be submitted along with the invoice.</i>	No Charge

² The California ADP Bulletin contains information on the most current DMC rates, which can be found at the CA Dept. of Health Services (<http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>). This link will open the "Alcohol and Drug Bulletins and Letters" page. Click on the link titled "Proposed Drug Medi-Cal Rates for Fiscal Year ____" (most current fiscal year) or click on the Exhibit link to open the DMC rate chart.

³ The most current information on the status of the enactment of the California budget act may usually be found at the following website: <http://www.ebudget.ca.gov>

<p>Monthly Client Progress Reports. No later than thirty (30) days after the end of each service month, Contractor shall provide the appropriate HHSA staff, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals. Monthly Progress Report must be submitted along with the invoice.</p>	<p>No Charge</p>
<p>Therapeutic Counseling Court Meetings. Upon notification from Court or as Court directs County, and at a rate equivalent to the individual counseling session rate for the time Contractor appeared in person at Court Meeting and pro-rated for time actually spent at the pertinent court session. If Court's Meeting is cancelled by the Court less than 24 hours in advance of scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of cancelled Court meeting, not to exceed two (2) hours. Travel expenses including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.</p>	<p>Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free (ODF) Individual Counseling UOS* Rate</p>
<p>Therapeutic Counseling Court Appearances. Upon subpoena by County and pro-rated for time actually spent at the pertinent court session. Travel time shall not be included in the reimbursement for these services.</p>	<p>Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free (ODF) Individual Counseling UOS* Rate</p>
<p>Therapeutic Counseling Court Documents Preparation. Upon written request via HHSA Authorization at a rate equivalent to the individual counseling session rate and up to a maximum limit of two (2)-session rates charged per report.</p>	<p>Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free (ODF) Individual Counseling UOS* Rate</p>
<p>Family Therapy Session. 90 minutes per session upon written request via HHSA Authorization and wherein one (1) or more therapists or counselors treat no more than twelve (12) family members at the same time. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.</p>	<p>Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free (ODF) Group Counseling UOS* Rate per each attending family member</p>
<p>Group Counseling Session. 90 minutes per session and per group therapy participant upon written request via HHSA Authorization and wherein one (1) or more therapists or counselors treat no less than three (3) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.</p>	<p>Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free (ODF) Group Counseling UOS* Rate</p>

Individual Counseling Session. 50-60 minutes per session and per individual upon written request via HHSA Authorization. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free (ODF) Individual Counseling UOS* Rate
Multidisciplinary Team Meeting. Upon written request via HHSA Authorization and for time actually spent in the meeting. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams in which County considers Contractor or Contractor's staff or assigns to be regular standing members.	Current Drug Medi-Cal Rate for Regular DMC for Outpatient Drug Free (ODF) Individual Counseling UOS* Rate
Therapeutic Visitation. 90 minutes per session and per participant upon written request via HHSA Authorization and wherein counselors treat no less than two (2) and no more than twelve (12) therapeutic visitation participants at the same time. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free (ODF) Group Counseling UOS* Rate per each attending family member

*Unit of Service

Psychological Service	County Standardized Rate
Psychological Evaluation and Written Assessments/ Recommendations. Upon written request by County Contractor shall provide the appropriate caseworker with a comprehensive written assessment/recommendation of evaluation findings and professional treatment recommendations. Psychological Evaluation and Written Assessments/Recommendations must be submitted along with the invoice.	\$125/hour w/eight (8) hour maximum
Psychological Court Appearances. Upon subpoena by County and pro-rated for time actually spent at the pertinent court session.	\$125/hour
Psychological Court Reports. Upon written request by County and with a maximum limit for two (2) hours charged per report. Psychological Court Reports must be submitted along with the invoice.	\$125/hour with two (2) hour maximum

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as an unsworn declaration that its contents have been reviewed and approved by Contractor. Photocopied or faxed invoices are not acceptable. Invoices with "white-out" types of corrections will not be accepted. If applicable, HHSA PDAs or other written authorizations for services shall be attached to invoices. Only the name(s) of Clients listed on PDA shall be listed on the invoice. Contractor shall ensure that only billing information is included on the invoice. Information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice.

Each invoice shall contain all of the following data:

- A. Contractor name, address, and phone number.
- B. Service date(s) and number of units of service per service date.
 - 1. Multiple Units of Service: Contractor shall ensure that said invoice clearly documents the date and type of each unit of service.
- C. Client name(s).
 - 1. The name of each Client present for each individual service covered by the HHSA PDA.
 - 2. The names of HHSA Clients covered by the HHSA PDA being seen at the same time for each "group" type of therapy including but not limited to Group Therapy or Family Therapy.
 - 3. For Court Meeting services, Contractor shall include a list of the names of their clients whose cases were discussed or, for Court cancelled meetings as described in the above service / rate table, scheduled to be discussed during said Court Meeting.
- D. Type of service(s) provided.
- E. Agreement rate for each service provided.
 - 1. All fee(s) charged to County shall be in accordance with the rates as set forth in this Agreement.
- F. Total amount billed to the County of El Dorado under the subject invoice.
- G. Statement verifying Contractor has confirmed Client's appropriate insurance category (see above chart detailing Client insurance coverage) and, if applicable, whether Contractor has billed Client's said health insurance carrier(s) as primary health insurance carrier(s) and, for Clients with private health insurance coverage, if Contractor is only invoicing County for any private health insurance carrier-required co-pays or deductibles.

County shall not pay for any services that have not been pre-approved by HHSA via an HHSA Authorization as described above, incomplete or unsatisfactory services, "no shows," cancellations, telephone calls, or for the preparation of initial visit reports or monthly Client progress reports.

Contractor is required to submit monthly invoices and reports with a copy of the Authorization, no later than thirty (30) 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 Client services in accordance with "Scope of Services." Failure to submit invoices by the 30th of the month following the end of a service month, failure to attach the appropriate HHSA Authorization, failure to submit all reports required hereunder, or failure for Contractor to ensure that original invoices are submitted and required reports contain original verifying signatures shall result in payment(s) being withheld until the appropriate documents are received by staff. Receipt by HHSA of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoices and reports shall be sent as follows:

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<i>For Service(s) Authorized by West Slope HHSA Staff, Please Send Invoices to:</i>	<i>For Service(s) Authorized by East Slope HHSA Staff, Please Send Invoices to:</i>
<p>County of El Dorado Health and Human Services Agency Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667-5321</p>	<p>County of El Dorado Health and Human Services Agency Attn: Accounting Unit 3368 Lake Tahoe Blvd. 100 South Lake Tahoe, CA 96150-7915</p>

For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of all valid invoice(s) identifying services rendered.

The total contractual obligation under this Agreement shall not exceed \$200,000.00 for both the stated services and term.

ARTICLE IV

Mandated Reporter Requirements: Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act and the Welfare and Institutions Code 15630 et seq. related to elder and dependent adults, as applicable.

ARTICLE IX

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to comply with County's Business Associate Agreement, for all intents and purposes, attached hereto as Exhibit "B" (incorporated herein and made by reference a part hereof).

ARTICLE X

Debarment and Suspension Certification: By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76 and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 C.F.R. Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.

ARTICLE XXI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default with ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event the other party 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 upon seven (7) calendar days upon written notice by County without cause to the other party for any reason. If such prior termination is effected, County shall

pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. 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.

ARTICLE XXII

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. Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

or to such other location as County directs with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

TERESA MCINTYRE-HARLOW, PH.D.
493 MAIN STREET, SUITE D
DIAMOND SPRINGS, CA 95619

or to such other location as Contractor directs.

ARTICLE XXVII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager ("Risk Manager") and documentation evidencing that Contractor maintains insurance that meets the following requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

1. If Contractor has no employees, they shall not be required to obtain Worker's Compensation and Employer's Liability insurance. Should, during the term of this Agreement, Contractor

hire one or more employees who will provide any services related to this Agreement, Contractor shall immediately obtain full Workers' Compensation and Employers' Liability insurance and furnish County with certificate(s) for same.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- D. Contractor shall furnish a certificate of insurance satisfactory to the Risk Manager as evidence that the above-required insurance is being maintained.
- E. The insurance shall be issued by an insurance company acceptable to the County of El Dorado Risk Management Department ("Risk Management") or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement for breach pursuant to the provisions contained herein this Agreement under the Article titled "Default, Termination, and Cancellation."
- G. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer shall not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an "Additional Insured Endorsement" page, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- H. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
 - 1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
 - 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- K. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

- L. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. In the event Contractor cannot provide an occurrence policy, Contractor shall provide both insurance and evidence of insurance to County that shall cover claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- N. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of County.

ARTICLE XXIX

Taxpayer Identification Number (Form W-9) and County Payee Data Record Form: All independent Contractors or Corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9 with County, which certifies their Taxpayer Identification Number. All independent Contractors or Corporations providing services to County may also be required to file a County-issued "Payee Data Record" form with County.

ARTICLE XXXI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Patty Moley, Program Manager II, or successor.

ARTICLE XXXIV

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in the County of El Dorado, California, and shall be resolved in accordance with the laws, of the State of California.

Articles XXXVI, XXXVII, XXXVIII, XXXIX, XL, XLI, and XLII are hereby added as follows:

ARTICLE XXXVI

Release of Information: Contractor shall ensure that the County of El Dorado Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

ARTICLE XXXVII

Transfer of Records: In the event that Contractor ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not

transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.

ARTICLE XXXVIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXXIX

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XL

Waivers: Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

ARTICLE XLI

Litigation: County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XLII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.


Except as herein amended, all other parts and sections of that Agreement 294-S1211 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Patty Moley, Mark S. Contois, MSW
Program Manager II Assistant Director
Health and Human Services Agency

Dated: 8/8/2013

Requesting Department Head Concurrence:

By: 
Don Ashton, M.P.A.,
Interim Director
Health and Human Services Agency

Dated: Aug. 9, 2013

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services 294-S1211 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison,
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

By: Teresa McIntyre-Harlow, Ph.D.
Teresa McIntyre-Harlow Ph.D.
"Contractor"

Dated: 8/15/13



**County of El Dorado
Health and Human Services Agency
Monthly Client Progress Report**

Provider's Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Client's Name: _____

Social Worker's Name: _____

Dates of sessions since last report (please indicate no shows by writing "N/A" next to the date):

Assessment, goals, and treatment plan:

Progress since last report:

Please complete a progress report on each client referred by the County of El Dorado Health and Human Services Agency-Social Services Division on a monthly basis and send the report to the appropriate office listed below:

West Slope Vendors, send report to:	East Slope Vendors, send report to:
County of El Dorado Health and Human Services ATTN: Accounting Unit 3057 Brtw Road Placerville, CA 95667	County of El Dorado Health and Human Services ATTN: Accounting Unit 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150

Provider's Signature

Date