

AGREEMENT FOR SERVICES #8062
AMENDMENT I

This First Amendment to that Agreement for Services #8062, 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 Susan Stoeffler, Marriage and Family Therapist (MFT), a sole proprietor, duly qualified to conduct business in the State of California, whose principal place of business is 312 Main Street, Suite 203, Placerville, California 95667 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, Contractor has been engaged by County to provide therapeutic counseling, classes, and related services on an "as requested" basis for clients referred by the County's Health and Human Services Agency (herein after referred to as "HHSA") pursuant to Agreement for Services #8062, dated October 18, 2023, 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 services and authorizations for services, hereby amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update the billing rates, hereby amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the maximum obligation by \$74,198, hereby amending **ARTICLE IV, Maximum Obligation**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XX, Notice to Parties**, and **ARTICLE XXXI, Contract Administrator**;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXXIX, Generative Artificial Intelligence**, 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 First Amendment to Agreement #8062 on the following terms and conditions:

- 1) **ARTICLE I, Scope of Services**, of the Agreement is amended in its 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, psychotherapy, and related services (Service) on an "as requested" basis to clients (Client) referred by HHSA.

A. Professional License Requirements:

1. Therapeutic Counseling Services shall be provided by a currently Licensed Clinical

Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC) or Psychologist whose license has been issued and is regulated by the State of California, or as amended by California Department of Consumer Affairs (DCA), Board of Behavioral Sciences. Certified and Registered Counselors also may provide substance abuse counseling services, per California Code of Regulations (CCR) Title 9, Chapter 8, Section 13000 et seq. Said license(s) 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 state licensing or certifying agency.

- a. The DCA, Board of Behavioral Sciences and the California Department of Consumer Affairs, Board of Psychology do not have reciprocity with any other state licensing board. Therefore, any LCSW, LMFT, LPCC, or Psychologist 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.
- b. Counselors who are Certified, Registered, or Licensed in other states must comply with CCR Title 9, Chapter 8, Section 13030 regarding reciprocity.
- c. Contractor shall notify County within five (5) business days of any pending federal, state, county, city, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor's employees' professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand.
 - i. Within five (5) business days of formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand, Contractor shall provide County with copies of Court accusations and/or dispositions relating to Contractor or Contractor's employee's license.
 - ii. Contractor shall provide initial and ongoing proof of compliance with probationary stipulations.

2. Interns: Effective January 1, 2018, in accordance with Business and Professions Code, Section 4980.09, "interns" shall be called "associates." If any service is delegated to an intern or associate (including, but not limited to Associate Marriage and Family Therapist, Registered Associate Marriage and Family Therapist, Associate Professional Clinical Counselor, or Registered Associate Professional Clinical Counselor), the intern or associate must be pre-licensed by the appropriate certifying state agency and all service assignments must be under the direct supervision of a currently licensed Psychologist, Psychiatrist, LCSW, LPCC, or LMFT as described above. No intern or associate 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 licensed Psychologist, Psychiatrist, LCSW, LPCC, or LMFT.

B. Services: Attendance at Court Appearances, Child and Family Team (CFT) meetings, Multidisciplinary Team (MDT) meetings, Family Therapy, Individual Therapy, Couples Counseling, and Therapeutic Visitation shall be in-person or by teleconference. Contractor

shall provide services including but not limited to the following:

1. Juvenile Court Appearance: As arranged by and upon notification from the Court, or as the Court directs County, or upon subpoena, Contractor shall attend Client-related Court Appearances.
2. CFT Meetings and MDT Meeting Appearance: Upon request by County, Contractor shall attend CFT meetings and/or MDT meetings. For purposes of this Agreement, CFT has the same meaning as defined in California Welfare and Institutions Code (WIC) section 16501(a)(5) and MDT has the same meaning as the term "child abuse multidisciplinary team" defined in WIC section 18961.7(b)(1), except that it does not include any community-based teams or organizations in which County considers Contractor, Contractor's staff, or assignees to be regular standing members. Contractor shall be paid for these appearances for time actually spent attending the CFT and/or MDT meeting(s). CFT services shall be in accordance with WIC 16501(a)(4), and MDT services shall be in accordance with WIC section 18961.7(b)(1).
3. Individual Therapy, Marriage and Couples Therapy, Family Therapy, and Therapeutic Visitation: Upon request by County, Contractor shall provide the requested assessment and therapy or counseling. Said therapy or counseling shall be in a confidential setting where all individuals, couples, and family members understand and respect the expectation of maintaining strict confidentiality. Further, said confidential setting shall restrict access to individuals not participating in individual therapy, marriage and couples therapy, family therapy, or therapeutic visitation. Contractor may choose to terminate the client's services after Client has missed two (2) consecutive scheduled appointments.
4. No Show/Cancellation: Scheduled appointments missed/cancelled without 24 hours' notice will be billed for one (1) hour. Scheduled appointments missed/cancelled with more than 24 hours' notice will not be billed. County shall not pay for missed/cancelled appointments that are rescheduled within the same week as the original missed/cancelled appointment. County shall only pay for a maximum of two (2) consecutive no show/cancellation appointments per Client.

Contractor shall contact HHSA 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.

Contractor shall not transport clients in the course of providing services under this Agreement.

C. Reports: Contractor shall provide written reports, including but not limited to the following:

1. Juvenile Court Documents: Upon request by County and within the time limit specified by County, Contractor shall provide HHSA staff with comprehensive written reports for County's use in court. This request would be distinct from the original written assessment/initial visit report.
2. Client Initial Visit Report: Upon request by County and within thirty (30) calendar days of Client's initial visit, Contractor shall provide HHSA staff with a written initial visit report that shall detail Contractor's professional evaluation of Client including, but not limited to the prognosis and estimate length of treatment, goals, and treatment recommendations. Contractor shall submit a Client Initial Visit Report similar in

content and format with the following sample “Client Initial Visit Report” available as a fillable form via the website <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>. The thirty (30)-day timeframe can be extended by HHSA staff.

3. Client Progress Report: Upon request by County and within the time limit specified by County, Contractor shall provide HHSA staff with a written progress report that shall detail Contractor’s professional evaluation of Client including, but not limited to the prognosis and estimated length of treatment, goals and progress toward goals, and summary of progress. Contractor shall submit a Client progress Report similar in content and format with the following sample “Client Progress Report” available as a fillable form via the website <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>.

The above written reports are a required deliverable of this Agreement and Contractor’s failure to provide them to HHSA within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to the client until the requested written reports have been submitted. At its sole option, County may delay payment until such time as the reports are received; in addition, County may proceed as set forth herein the Article titled “Default, Termination, and Cancellation.”

It is a further requirement of this Agreement that all written reports submitted to HHSA shall contain the report writer’s electronic or original signature. It is recommended, but not required, that all original signatures be made using blue ink. This signature shall act as a declaration that the contents of the written report(s) are accurate.

Reports shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method)</i>	<i>Fax</i>
<p>cps.clerical@edcgov.us Please include in the subject line: “Contract #, Service Month, Description/Program”</p>	<p>County of El Dorado Health and Human Services Agency Attn: CWS Clerical Re: Agreement #8062 Fax: (530)626-7427</p>

or to such other location or email as County directs.

D. HHSA Authorizations for Service(s):

1. Service(s) detailed under ARTICLE I, Scope of Services, or ARTICLE III, Compensation for Services, shall only be provided by Contractor to Client following verbal or email authorization from HHSA staff to Contractor. Prior to payment for service(s), any verbal or email authorization from HHSA staff to Contractor to perform service(s) shall be confirmed to Contractor by signed HHSA Authorization that has been signed by HHSA staff. 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.
2. A member of the HHSA Executive Management Team (HHSA Executive Management) reserves the right to review and approve for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under ARTICLE I, Scope of Services

or ARTICLE III, Compensation for Services. Prior to providing any Client service(s) NOT detailed under ARTICLE I, Scope of Services or ARTICLE III, Compensation for Services, Contractor shall obtain an HHSA Authorization that has been signed by HHSA staff and HHSA Executive Management.

3. County shall not pay for any services that have not been approved by an HHSA Authorization, incomplete or unsatisfactory services, as determined by HHSA in its sole discretion, no more than two (2) consecutive appointment "no shows" per client, cancellations with 24 or more hours' notice, or telephone calls made for the purposes of scheduling and coordinating services. Contractor also shall not be compensated for services provided to Client outside of the authorized service dates identified on said HHSA Authorization unless HHSA Executive Management otherwise approves payment for services outside of said service dates. A copy of the 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 Article III, Compensation for Services. Failure to submit a copy of the HHSA Authorization with Contractor's invoice may result in payment being withheld until said Authorization is submitted.
4. County may provide retroactive authorization for services or waive any required authorization(s) for services when special circumstances exist as determined by County Contract Administrator, HHSA Director and the Agency Chief Financial Officer, or their designees, and will provide written notice of this determination to Contractor (if applicable) in accordance with the Article titled "Notice to Parties."

- 2) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

A. Rates: For the purposes of this Agreement, the billing rates shall be as defined below. Rates may be updated annually upon written approval, to include electronic communication, from County's Contract Administrator or designee. Rate change requests are subject to written approval by the County Contract Administrator or designee. Contractor shall submit rate change requests in writing to County at least thirty (30) days in advance of a rate change request to include the reason for the change which may include:

1. Increases to Contractor's cost of doing business (no more than once per 12 months);
2. Rate changes due to state or federal rate changes or billing methodology;
3. Changes to staffing levels;
4. Changes to billing units or budget modifications; or
5. Other reason which is substantiated by County staff based on the Contractor justification provided.

County acceptance or denial of rate changes will be submitted to Contractor via written notice in accordance with the Article titled "Notice to Parties". In no event shall the maximum obligation of the Agreement be increased.

For the period beginning October 18, 2023, the effective date of the Agreement, and continuing through the day before the effective date of this First Amendment to the Agreement, for the services provided herein, the rates shall be in accordance with Table 1: Rate Schedule, incorporated herein below.

Table 1: Rate Schedule

<i>Service</i>	<i>County Negotiated Rate</i>
<p><i>Child and Family Team (CFT) Meetings and Multidisciplinary Team Meetings.</i> Upon request by County, Contractor shall attend CFT meetings and/or multidisciplinary team meetings. Attendance shall be in-person or by teleconference. County shall only pay Contractor when County specifically requests Contractor's attendance, either in person or by teleconference. Prorated for time spent at the pertinent CFT/MDT. If meeting is cancelled with less than 24 hours' notice, Contractor may invoice for two (2) hours of time. If meeting is cancelled with 24 or more hours' notice, Contractor may not invoice for the meeting.</p>	\$150 per one (1) hour
<p><i>Court Appearances.</i> Upon Court subpoena and prorated for time actually spent at the pertinent court session. If Court Appearance is cancelled with less than 24 hours' notice, Contractor may invoice for two (2) hours of time. If Court Appearance is cancelled with 24 or more hours' notice, Contractor may not invoice for the appearance.</p>	\$150 per one (1) hour session
<p><i>Court Documents Preparation.</i> Upon request by County, at a rate equivalent to the individual counseling session rate with a maximum limit of a two (2) session rate charged per report.</p>	\$150 per session
<p><i>Marriage and Couples Therapy Session.</i> 60 minutes per session upon request and wherein one (1) or more therapists or counselors treat two (2) persons at the same time who are married, engaged, or otherwise romantically paired to each other. Multiple Units of Service shall be allowed upon approval of HHS/SA staff.</p>	\$150 per one (1) hour session
<p><i>Family Therapy Session.</i> 60 minutes per session upon request 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</p>	\$150 per one (1) hour session

<i>Service</i>	<i>County Negotiated Rate</i>
<i>HHSA staff.</i>	
<i>Individual Counseling. 50-60 minutes per individual session upon request. Multiple Units of Service shall be allowed upon approval of HHSA staff.</i>	\$150 per one (1) hour session
<i>Client Initial Visit Report. Within 30 calendar days of Client's initial visit, Contractor shall provide HHSA staff, at a rate equivalent to the individual counseling session rate paid in 15-minute increments and up to a maximum limit of one (1) session rate charged per report, with a written client initial visit report. The 30-day timeframe can be extended by HHSA staff.</i>	Per report \$37.50 per fifteen (15) minute session \$75.00 per thirty (30) minute session \$112.50 per forty-five (45) minute session \$150.00 per sixty (60) minute session
<i>Client Progress Report. Upon request by County, Contractor shall provide HHSA staff, at a rate equivalent to the individual counseling session rate paid in 15-minute increments and up to a maximum limit of one (1) session rate charged per report, with a brief written client progress report.</i>	Per report \$37.50 per fifteen (15) minute session \$75.00 per thirty (30) minute session \$112.50 per forty-five (45) minute session \$150.00 per sixty (60) minute session

For the period beginning with the effective date of this First Amendment to the Agreement and continuing through the remaining term of the Agreement, for the services provided herein, the rates shall be in accordance with the Table 2: Amended Rate Schedule, incorporated herein below. There is a mutual understanding between Contractor and County that any service(s) that are Medi-Cal billable should be billed to Medi-Cal first and should only be billed to the County if not eligible for reimbursement through their insurance.

Table 2: Amended Rate Schedule Service	County Negotiated Rate
<p>CFT Meeting and MDT Meeting. Upon request by County, Contractor shall attend CFT meetings and/or MDT meetings. Attendance shall be in-person or by teleconference. County shall only pay Contractor when County specifically requests Contractor's attendance, either in person or by teleconference. Prorated for time spent at the pertinent CFT and/or MDT meeting. If meeting is cancelled with less than twenty-four (24) hours' notice, Contractor may invoice for up to two (2) hours. If meeting is cancelled with twenty-four (24) or more hours' notice, Contractor may not invoice for the meeting.</p>	<p>\$150 per one (1) hour session [may be billed in 15-minute increments, if needed]</p>
<p>Juvenile Court Appearance. Upon Court subpoena and prorated for time actually spent at the pertinent court session. If appearance is cancelled with less than twenty-four (24) hours' notice, Contractor may invoice for up to two (2) hours. If appearance is cancelled with twenty-four (24) or more hours' notice, Contractor may not invoice for the appearance.</p>	<p>\$150 per one (1) hour session [may be billed in 15-minute increments, if needed]</p>
<p>Individual Therapy Session. Upon request by County, Contractor shall provide the requested assessment and individual therapy. Sixty (60) minutes per session and per individual, wherein one (1) or more therapists or counselors treat no more than one (1) individual therapy participant. Multiple Units of Service shall be allowed upon approval of HHSA staff.</p>	<p>\$150 per one (1) hour session for up to one (1) participant [may be billed in 15-minute increments, if needed]</p>
<p>Marriage and Couples Therapy Session. Upon request by County, Contractor shall provide the requested assessment and marriage or couples therapy. Sixty (60) minutes per session and per couple wherein one (1) or more therapists or counselors treat two (2) persons at the same time who are married, engaged, or otherwise romantically paired to each other. Multiple Units of Service shall be allowed upon approval of HHSA staff.</p>	<p>\$150 per one (1) hour session for up to two (2) participants [may be billed in 15-minute increments, if needed]</p>
<p>Family Therapy Session. Upon request by County, Contractor shall provide the requested assessment and family therapy. Sixty (60) minutes per session and per family, wherein one (1) or more therapists or counselors treat no</p>	<p>\$150 per one (1) hour session for up to eight (8) participants [may be billed in 15-minute increments, if needed]</p>

Table 2: Amended Rate Schedule Service	County Negotiated Rate
<i>more than eight (8) family members at the same time. Multiple Units of Service shall be allowed upon approval of HHSA staff.</i>	
<i>Therapeutic Visitation Session. Upon request by County, Contractor shall provide the requested assessment and therapeutic visitation. Sixty (60) minutes per session and per family wherein one (1) or more therapists or counselors treat no more than eight (8) therapeutic visitation participants at the same time. Multiple Units of Services shall be allowed upon approval of HHSA staff.</i>	\$150 per one (1) hour session for up to eight (8) participants. May do consecutive sessions. [may be billed in 15-minute increments, if needed]
<i>No Show/Cancellation. Scheduled appointments missed/cancelled without twenty-four (24) hours' notice will be billed for one (1) hour. Scheduled appointments missed/cancelled with more than twenty-four (24) hours' notice will not be billed. County shall not pay for missed/cancelled appointments that are rescheduled within the same week as the original missed/cancelled appointment. County shall only pay for a maximum of two (2) consecutive no show/cancellation appointments per Client.</i>	\$150 per one (1) hour session [may be billed in 15-minute increments, if needed] [maximum of 2 no shows per Client]
<i>Juvenile Court Document Preparation. Upon request by County, Contractor shall provide the requested court document(s). Maximum limit of two (2) hours charged per session.</i>	\$37.50 per 15-minute session [up to 2 hour maximum (eight 15-minute units)]
<i>Client Initial Visit Report. Upon request by County, at no charge to County, and within thirty (30) calendar days of Client's initial visit, Contractor shall provide HHSA staff with a brief written client initial visit report. The thirty (30)-day timeframe can be extended by HHSA staff.</i>	\$37.50 per 15-minute session for one (1) report [up to 1 hour maximum (four 15-minute units)]
<i>Client Progress Report. Upon request by County, at no charge to County, and within the timeframe specified by County, Contractor shall provide HHSA staff with a brief written client progress report.</i>	\$37.50 per 15-minute session for one (1) report [up to 1 hour maximum (four 15-minute units)]

Travel expenses, including, but not limited to travel time, meals, lodging, and mileage shall not be paid by County.

B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at:

<https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources> and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p><u>SSCWSinvoice@edcgov.us</u> Please include in the subject line: “Contract #, Service Month, Description/Program”</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location or email as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. The County will not accept nor pay any supplemental invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement that are received by County after July 31st of the subsequent fiscal year unless Contractor requests an exception. Requests for exceptions to pay an invoice received after July 31st of the subsequent year must be submitted in writing and approved by the Health and Human Services Agency's Chief Fiscal Officer in his/her sole discretion.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or financial reports are received, or proceed as set forth below in the Article titled “Default, Termination, and Cancellation,” herein.

3) **ARTICLE IV, Maximum Obligation,** of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$150,000, inclusive of all costs, taxes, and expenses.

4) **ARTICLE XX, Notice to Parties,** of the Agreement is amended in its entirety to read as follows:

ARTICLE XX

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States

Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contacts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

Notices to Contractor shall be addressed as follows:

SUSAN STOEFFLER, MFT
312 Main Street, Suite 203
Placerville, CA 95667
ATTN: Susan Stoeffler, MFT
susanstoefflermft@gmail.com

or to such other location or email as the Contractor directs.

5) **ARTICLE XXXI, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, MSW, Assistant Director, Protective Services, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

6) **ARTICLE XXXIX, Generative Artificial Intelligence**, is hereby added to read as follows:

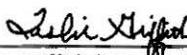
ARTICLE XXXIX

Generative Artificial Intelligence: For the purposes of this provision, "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

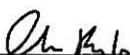
- A. Contractor shall immediately notify the County in writing if it: (1) intends to provide GenAI as a deliverable to the County; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State or County system ("System"), (ii) risk to the State or County, or (iii) performance of this Agreement. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- B. Notification shall be provided to the County's Contract Administrator identified in this Agreement.
- C. At the direction of the County, Contractor shall discontinue the provision to the County of any previously unreported GenAI that results in a material impact to the functionality of a System, risk to the State or County, or performance of this Agreement, as determined by the County.
- D. If the use of previously undisclosed GenAI is approved by the County, the Parties will amend the Agreement accordingly, which may include updating the description of deliverables and incorporating GenAI Special Provisions into the Contract, at no additional cost to the County.
- E. The County, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this Agreement when such failure results in a material impact to the functionality of the System, risk to the State or County, or performance of this Agreement. The County is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

Except as herein amended, all other parts and sections of that Agreement #8062 shall remain unchanged and in full force and effect.

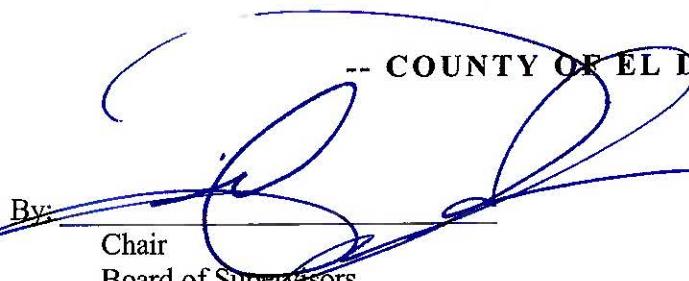
Requesting Contract Administrator Concurrence:

By:  Leslie Griffith (Aug 28, 2025 16:43:14 PDT) _____ Dated: 08/28/2025 _____
Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Requesting Department Head Concurrence:

By:  Olivia Byron-Cooper (Aug 28, 2025 16:45:16 PDT) _____ Dated: 08/28/2025 _____
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

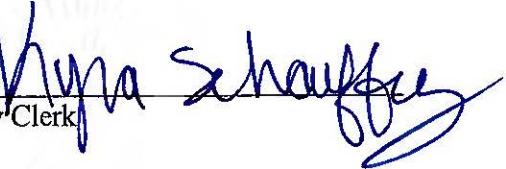
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8062 on the dates indicated below.

By: 
Chair
Board of Supervisors
"County"

-- COUNTY OF EL DORADO --

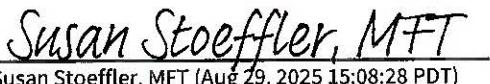
Dated: 10/21/25

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 10/21/25

-- SUSAN STOEFLER, MFT --

By: 
Susan Stoeffler, MFT (Aug 29, 2025 15:08:28 PDT)

Susan Stoeffler, MFT
"Contractor"

Dated: 08/29/2025

AGREEMENT FOR SERVICES #8062
Therapeutic Counseling Services

THIS AGREEMENT for Services 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 Susan Stoeffler, Marriage and Family Therapist (MFT), a sole proprietor, duly qualified to conduct business in the State of California, whose principal place of business is 312 Main Street, Suite 203, Placerville, California 95667 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide therapeutic counseling, classes, and related services on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency (herein after referred to as "HHS");

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I Scope of Services; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000.

NOW, THEREFORE, County and Contractor mutually agree 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, psychotherapy, and related services (service) on an "as requested" basis to clients (Client) referred by HHS.

A. Professional License Requirements:

1. Therapeutic counseling services shall be provided by a currently Licensed Clinical Social Worker (LCSW), licensed Marriage and Family Therapist (MFT), Licensed Professional Clinical Counselor (LPCC) or Psychologist whose license has been issued and is regulated by the State of California, or as amended by California Department of Consumer Affairs, Board of Behavioral Sciences. Certified and Registered Counselors also may provide

Counseling sessions shall be in-person or by teleconference. Contractor shall provide services including but not limited to the following:

1. Court Appearances – As arranged by and upon notification from the Court, or as the Court directs County, or upon subpoena, Contractor shall attend client-related Court Appearances.
2. Child and Family Team (CFT) Meetings and Multidisciplinary Team Meeting Appearances – Upon request by County, Contractor shall attend CFT and/or multidisciplinary team meetings. The definition of CFT and multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams or organizations in which County considers Contractor, Contractor's staff, or assignees to be regular standing members. Contractor shall be paid for these appearances at the negotiated rate for time actually spent attending the CFT and/or multidisciplinary team meetings. CFT services shall be in accordance with Welfare and Institutions Code 16501(a)(4).
3. Family Therapy, Group Therapy, Individual Therapy, and Couples Counseling – Upon request by County, Contractor shall provide the requested assessment and therapy or counseling. Said therapy or counseling shall be conducted in a confidential setting where all family members, group members, individuals, or couples understand and respect the expectation of maintaining strict confidentiality. Further, said confidential setting shall restrict access to individuals not participating in family therapy, group therapy, individual therapy, or couples counseling.

Services shall only be provided following verbal or email authorization from HHSA staff to Contractor. Any verbal or email authorization to perform services under this Agreement will be confirmed to Contractor by signed HHSA Authorization. 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 the Article titled "Compensation for Services."

Contractor shall contact HHSA 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.

Contractor shall not transport clients in the course of providing services under this agreement.

C. Reports: Contractor shall provide written reports, including but not limited to the following:

1. Court Documents – Upon request, and within the time limit specified by County, Contractor shall provide HHSA staff with comprehensive written reports for County's use in court. Contractor shall be compensated for the court report(s) at the negotiated rate outlined in the Article titled "Compensation for Services" with a maximum limit of a two (2) session rate charged per report.
2. Client Initial Visit Report – Within thirty (30) calendar days of Client's initial visit, Contractor shall provide HHSA staff with a written initial visit report that shall detail Contractor's professional evaluation of Client including, but not limited to, the prognosis and estimated length of treatment, goals, and treatment recommendations. See "Client Initial Visit Report," incorporated herein and made by reference a part hereof and available as a fillable form via the website:

has been signed by HHSA staff and a member of the HHSA Executive Management Team (HHSA Executive Management).

3. County shall not pay for any services that have not been approved by an HHSA Authorization, incomplete or unsatisfactory services, "no shows," cancellations, or telephone calls. Contractor also shall not be compensated for services provided to Client outside of the authorized service dates identified on said HHSA Authorization unless HHSA Executive Management otherwise approves payment for services outside of said service dates. A copy of the 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 titled "Compensation for Services." Failure to submit a copy of the HHSA Authorization with Contractor's invoice may result in payment being withheld until said Authorization is submitted.

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto and shall cover the period March 1, 2024 through February 28, 2027.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

- A. **Rates:** For the purposes of this Agreement, the billing rates shall be as defined below.

<i>Service</i>	<i>County Negotiated Rate</i>
<i>Child and Family Team (CFT) Meetings and Multidisciplinary Team Meetings. Upon request by County, Contractor shall attend CFT meetings and/or multidisciplinary team meetings. Attendance shall be in-person or by teleconference. County shall only pay Contractor when County specifically requests Contractor's attendance, either in person or by teleconference. Prorated for time spent at the pertinent CFT/MDT. If meeting is cancelled with less than 24 hours' notice, Contractor may invoice for two (2) hours of time. If meeting is cancelled with 24 or more hours' notice, Contractor may not invoice for the meeting.</i>	\$150 per one (1) hour
<i>Court Appearances. Upon Court subpoena and prorated for time actually spent at the pertinent court session. If Court Appearance is cancelled with less than 24 hours' notice, Contractor may invoice for two (2) hours of time. If Court Appearance is cancelled with 24 or more hours' notice, Contractor may not invoice for the appearance.</i>	\$150 per one (1) hour session

Please include in the subject line: "Contract #, Service Month, Description / Program	Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321
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or to such other location as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$75,802 for all of the stated services during the term of the Agreement.

ARTICLE V

Federal Funding Notification: An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract.

Contractor agrees to comply with Federal procedures in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Contractor has been suspended or using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient or contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

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

ARTICLE VII

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) calendar days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) calendar days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) calendar days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond

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.

ARTICLE XI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XIII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XIV

Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of Contractor performing services for the County of El Dorado, execute Exhibit B, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

ARTICLE XV

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVIII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIX

Default, Termination, and Cancellation:

- A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
 1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) calendar days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) calendar days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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 in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

3. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
4. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
5. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

SUSAN STOEFFLER, MFT
312 Main Street, Suite 203
Placerville, CA 95667
ATTN: Susan Stoeffler, MFT
susan.stoefflermft@gmail.com

or to such other location as the Contractor directs.

ARTICLE XXI

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 above 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 XXII

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

The insurance obligations of Contractor 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

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. 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.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. 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 protection of the County.

ARTICLE XXIV

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXV

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXVI

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

subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, MSW, Assistant Director, Protective Services, Health and Human Services Agency, or successor.

ARTICLE XXXII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXIII

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.

ARTICLE XXXIV

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXV

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

ARTICLE XXXVI

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.

ARTICLE XXXVII

Additional Terms and Conditions:

A. 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 Section 15630 et seq., related to elder and dependent adults, as applicable.

B. Confidentiality and Information Security Provisions: Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code

workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

- a) Network based firewall or personal firewall; and
- b) Continuously updated anti-virus software; and
- c) Patch-management process including installation of all operating system/software vendor security patches.

- 3) Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
- 4) Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
- 5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County HIPAA Compliance/Security Officer, within two (2) business days of discovery, at (530) 621-5565. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Compliance Officer, postmarked within thirty (30) business days of the discovery of the breach.

C. Access to Records: The Contractor shall provide access to the federal, state or local Contractor agency, the Controller General of the United States, or any of their duly authorized federal, state or local representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

D. Compliance with All Federal, State, and Local Laws and Regulations: Contractor shall comply with all federal, state and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, health, and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County

Principles, and Audit Requirements for Federal Awards.” More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHSA Executive Management prior to” the expenditure of any “special” or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected (LSA) issued in the current month. The Federal Register home page offers links to both the Federal Register and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office (GPO) website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and Federal Register amendments and on-line versions may not be the most current version available.

- G. Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.
- H. Continuous Operation:** Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.
- I. Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A “drug free workplace” means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.
- J. Fingerprinting:** Pursuant to California Penal Code Section 11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees,

M. Transfer of Records: In the event that Contractor ceases operation, all physical and electronic 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

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services #8062 on the dates indicated below.

-- C O U N T Y O F E L D O R A D O --

MW

By: Laura Schwartz
Laura Schwartz (Oct 18, 2023 15:10 PDT)

Purchasing Agent
Chief Administrative Office
"County"

Dated: 10/18/2023

-- S U S A N S T O E F F L E R , M F T --

By: Susan Stoeffler
Susan Stoeffler (Oct 4, 2023 15:37 PDT)

Susan Stoeffler, MFT
"Contractor"

Dated: Oct 4, 2023

Susan Stoeffler, MFT
Exhibit B
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

R E C I T A L S

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time;

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

Signature:

Email:

Susan Stoeffler, MFT
Exhibit C
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.

Oct 4, 2023

Date

Susan Stoeffler

Type or write name of company

Susan Stoeffler
Susan Stoeffler (Oct 4, 2023 15:37 PDT)

Signature of authorized individual

Susan Stoeffler

Type or write name of authorized individual

Agreement #8062, Susan Stoeffler, MFT

Final Audit Report

2023-10-18

Created:	2023-10-06
By:	Kiera Garcia (Kiera.Garcia@edcgov.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATQpD0RI-pVR-VlP4xoSJZpHRBrAiA8L

"Agreement #8062, Susan Stoeffler, MFT" History

- 📄 Document created by Kiera Garcia (Kiera.Garcia@edcgov.us)
2023-10-06 - 6:35:53 PM GMT
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Approval Date: 2023-10-13 - 9:11:53 PM GMT - Time Source: server



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Date Received

CHIEF ADMINISTRATIVE OFFICE
Procurement and Contracts Division

NON-COMPETITIVE PURCHASE REQUEST JUSTIFICATION

Required for all (non-emergency) sole source acquisitions in excess of \$5,000.00 and sole source service requests in excess of \$100,000.00.

This justification document consists of three (3) pages. All information must be provided and all questions must be answered. Department Head approval is required.

Requesting Department Information

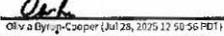
Department: 51-Social Services	Org Code: 5130
Contact Name: Alexxa Lotze	Subobject: User Code:
Telephone: 530-642-4860	Fax: 530-626-7427

Required Supplier / Vendor Information

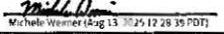
Vendor / Supplier Name: Susan A Stoeffler	Vendor / Supplier Address: 312 Main St. Ste. 203, Placerville, CA 95667
Contact Name: Susan Stoeffler	
Estimated Purchase Price/Contract Amount: \$150,000.00	Vendor / Supplier Email Address: susanstoefflermft@gmail.com
Telephone: 530-303-8011	Fax: 530-903-3370

Provide a brief description of the request, including all goods and/or services the vendor/supplier will provide and supporting exemption reference from Board Policy C-17 - Procurement Policy:

Child Welfare Services is requesting to amend the Susan Stoeffler contract #8062 and increase the maximum obligation amount to \$150,000. Pursuant to California Welfare and Institutions Code Sections 16501-16508, HHSA Child Welfare Services (CWS) is required to provide services to promote family reunification for children and families. Such services are designed to promote the well-being of children by ensuring safety, achieving permanency, and strengthening families to successfully care for their children. HHSA maintains agreements with vendors for the provision of therapeutic counseling and related services to ensure that CWS clients can be referred by their case worker on an "as needed" basis to receive necessary, and often court-mandated services from the most appropriate and conveniently located provider. The choice of provider is based upon the specific needs of each individual HHSA client. The procurement is for services where the continuity of the provider will provide efficiency and critical knowledge that other providers cannot provide.

Department Head: 
Olivia Byrd-Cooper (Jul 28, 2025 12:50:56 PDT)

Signature

Purchasing Agent: 
Michelle Werner (Aug 13, 2025 12:28:39 PDT)

Signature

Board of Supervisors:

Date: 

Item: 25-1340 

P&C Assignment:

Assigned To: 

Date: 

5. What market research was conducted to substantiate no competition, including the evaluation of other items or service providers? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The name and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

An effort to identify other goods/services was not performed as HHSA CWS has clients in Placerville for the provision of therapeutic counseling/therapy and related services. Transitioning these client to another service provider could be detrimental to their therapeutic counseling/therapy and related services. Continuing services with Susan Stoeffler is the best option to ensure consistent and continual therapeutic counseling/therapy and related services for these clients. Additionally, HHSA CWS has determined, in accordance with County Ordinance Section 3.13.030, paragraph (B), that this contract may be awarded to Susan Stoeffler for substance abuse treatment services because she possesses specialty skills and qualifications not expressly identified in County classifications that are involved in the performance of the work.

B. Price Analysis:

1. How was the price offered determined to be fair and reasonable? (Explain what basis was used for comparison and include cost analysis as applicable.)

Per <https://www.elisamartineztherapy.com/therapist-thoughts-on-anxiety-depression-trauma-stress/how-much-does-therapy-cost-in-california>, a 2022 survey of over 250 California mental health professional found that 62% of therapists charge between \$150-\$250 per session.

When comparing the Susan Stoeffler contract #8062 therapeutic counseling/therapy and related service prices to those same/similar services in our contract #6973 with The Center for Violence Free Relationships and our contract #9109 with Alice Rodriguez, it appears that Susan Stoeffler's prices are in-line with other providers in our area.

For example, please see the below rate comparisons for the therapeutic counseling/therapy and related services offered by the following contractors located on the West Slope:

- The Center (#6973) = \$150.00 per 50 minutes (1st Amendment to agreement executed on 08/13/2024)
- Alice Rodriguez (#9109) = \$150 per hour (original agreement executed on 11/05/2024)

Given all of the information/comparisons above, the prices offered by Susan Stoeffler appear to be fair and reasonable.

2. Describe any cost savings or avoidance realized (one-time or ongoing) by acquiring the goods/services from this supplier.

N/A.

Susan Stoeffler, MFT
Exhibit C
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 accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) 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, any elected official, and the chief administrative officer (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 contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 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(s) of more than \$500 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.

08/28/2025

Date

Susan Stoeffler, MFT

Type or write name of company

Susan Stoeffler, MFT
Susan Stoeffler, MFT (Aug 28, 2025 16:14:18 PDT)

Signature of authorized individual

Susan Stoeffler, MFT

Type or write name of authorized individual