

ORIGINAL

AGREEMENT FOR SERVICES #93 (045-S1810) AMENDMENT II

This Amendment II to that Agreement for Services #93 (045-S1810) 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, duly qualified to conduct business in the State of California, whose principal place of business is 312 Main Street, Suite 203, Placerville, CA 95667; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide therapeutic counseling, psychotherapy and related services on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency, in accordance with Agreement for Services #93 (045-S1810), dated June 13, 2017, and Amendment I dated May 21, 2019, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Article II, "Term," Article XIII, "Notice to Parties," and Article XVIII, "Insurance;" and

WHEREAS, the parties hereto have mutually agreed to add Article XXXIV, "Counterparts."

NOW THEREFORE, the parties do hereby agree that Agreement for Services #93 (045-S1810) shall be amended a second time as follows:

1) ARTICLE II shall be amended in its entirety to read:

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto and shall cover the period through February 28, 2021, unless terminated earlier pursuant to the provisions contained herein this Agreement under Article XII, "Default, Termination, and Cancellation," or Article X, "Fiscal Considerations."

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2) **ARTICLE XIII** shall be amended in its entirety to read:

ARTICLE XIII

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

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
2850 Fairlane Court, Bldg. C, 2nd Floor
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

or to such other location as the Contractor directs.

3) **ARTICLE XVIII** shall be amended in its entirety to read:

ARTICLE XVIII

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

- A) Full Workers' Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California, unless waived by County Risk Management.
- B) Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C) Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement, unless

waived by County Risk Management.

- D) In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E) Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F) The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G) Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H) The certificate of insurance must include the following provisions stating that:
 - 1) The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2) The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J) Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 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.

4) **ARTICLE XXXIV** shall be added as follows:

ARTICLE XXXIV

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.

Except as herein amended, all other parts and sections of that Agreement #93 (045-S1810) shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Leslie Griffith
Leslie Griffith, MSW
Assistant Director Human Services
Health and Human Services Agency

Dated: 12/2/19

Requesting Department Head Concurrence:

By: Donald Semon
Donald Semon, Director
Health and Human Services Agency

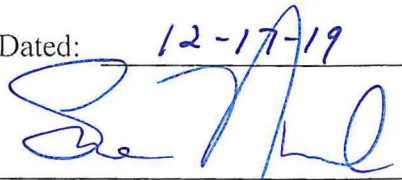
Dated: 12-2-19

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #93 (045-S1810) on the dates indicated below.

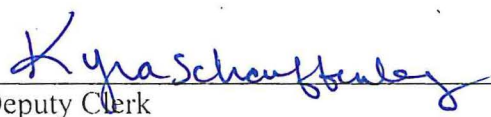
-- COUNTY OF EL DORADO --

Dated: 12-17-19

By: 

Sue Novasel, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 12-17-19

-- CONTRACTOR --

By: 
Susan Stoeffler, MFT
"Contractor"

Dated: 11/25/2019

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