

ORIGINAL

AGREEMENT FOR SERVICES 091-S1211 AMENDMENT I

This Amendment I to that Agreement for Services 091-S1211, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Guiding Our Youth, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1672 Casarin Avenue (Mailing: 1197 E. Los Angeles Avenue, Suite C), Simi Valley, CA 93065; and whose Agent for Service of Process is Andrew Lang, 690-A E. Los Angeles Avenue, #218, Simi Valley, CA 93065 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide "as requested" protection in the form of emergency shelter care and/or foster care placement for children (hereinafter referred to as "Client") referred by County of El Dorado Health and Human Services Agency ("HHS") in accordance with Agreement for Services 091-S1211, dated August 23, 2011; incorporated herein and made by reference a part hereof; and

WHEREAS, the Department of Human Services has been reorganized and is now known as the Health and Human Services Agency; and

WHEREAS, the parties hereto have mutually agreed to amend **Article III – Compensation, Article VIII – Catalog of Federal Domestic Assistance, Article XI – Mandated Reporter, Article XII – Conflict of Interest, Article XVII – Non-Discrimination, Article XXIII – Default, Termination, and Cancellation, Article XXIV – Notice to Parties, Article XXVI – Insurance, Article XXXII – Taxpayer Identification Number (Form W-9) and Payee Data Record Form, and Article XXXVII – Venue;**

WHEREAS, the parties hereto have mutually agreed to add **Article XXXIX – Nonresident Withholding, Article XL – Waivers, Article XLI – No Third Party Beneficiaries, and Article XLII - Litigation.**

NOW THEREFORE, the parties do hereby agree that Agreement for Services 091-S1211 shall be amended a first time as follows:

Articles III, VIII, XI, XII, XVII, XXIII, XXIV, XXVI, XXXII, and XXXVII, are amended in their entirety to read as follows:

ARTICLE III

Compensation for Services: For each Client placed with Contractor, County shall pay Contractor with AFDC-FC funds at the current applicable monthly Group Home rate established by the California Department of Social Services Foster Care Funding and Rates Bureau ("FCFRB"). If Contractor is vendored by a Regional Center, County shall pay at their current applicable rate as established and authorized by the California Department of Developmental Services ("CDDS").

County and Contractor agree that payments referenced in this Agreement shall be based upon the current applicable monthly rates as established by the FCFRB or, when appropriate, as established by the CDDS for Regional Center vendored facilities and transmitted to CDSS. County shall compensate Contractor for the services authorized by County for each Client, as set forth in this Agreement and at Contractor's current California-approved Licensing Rate Classification Level ("RCL"), which varies based on the licensing classification of Contractor and the age of Client at the time services are rendered. These rates are published by CDSS and transmitted to County and Contractor via a CDSS All County Letter whenever there is a change in the rates. For services provided hereunder, County shall calculate payment for services rendered and shall issue payments, including prorated payments, at a rate based on the length of Client's stay at facility and the classification and level of services authorized and provided. County agrees to pay Contractor monthly in arrears for services authorized by County and rendered by Contractor. More specifically:

- For Foster Care Placement services, County shall transmit said payment in the form of a check within fifteen (15) days following the end of the month in which services were provided.
- For Emergency Shelter Care services, County shall transmit said payment in the form of a check within thirty (30) days following the end of the month or following the last date said services were provided.
- Unique or specialized services obtained on behalf of Client shall require written authorization from Client Caseworker and Caseworker's supervisor prior to the procurement for said service(s). Payment for any unique specialized service(s) shall be made in the form a check within forty-five (45) days of receipt of a detailed invoice accompanied by a copy of the purchase receipt or invoice and the written authorization from County.

The categories of rates that are established by CDSS or CDDS and that may, based on Contractor's agency classification and/or RCL, be applicable for reimbursement under this Agreement are:

Adoption Assistance Program: WIC Sections 16115, 16118, 16119 and 16120 et seq. establishes the criteria necessary for determining a child's Adoption Assistance Program eligibility status and for the provision of financial aid. It directs County to directly reimburse eligible individuals for reasonable nonrecurring expenses as defined by CDSS that are incurred as a result of the adoption of a Client eligible for the Adoption Assistance Program and instructs County to seek reimbursement for said costs from State.

Annual and Initial Clothing Allowance: WIC Sections 11460 and 11461 et seq. and the California 2001-02 Budget Act defines annual and initial clothing allowances as the amount paid by each county with State participation in addition to the AFDC-FC basic rate for the provision of clothing for an AFDC-FC child. This includes an initial supply of clothing, school or other uniforms, and disposable diapers for infants and for children who use disposable diapers as undergarments. The State supplemental clothing allowance does not supplant the regular County clothing allowance. Donated clothing may supplement but not supplant any clothing allowance provided by the State or County.

Foster Family Agency (“FFA”) Treatment and Nontreatment Program Rates: There are two types of FFA programs: "Treatment foster care or therapeutic foster care," and "nontreatment foster care." The California Department of Social Services has statutory responsibility for developing, implementing, and maintaining a rate setting system for FFAs receiving AFDC-FC funds. The FFA treatment rates are established by using the basic rate for the FFH plus a set increment for the special needs of the child, a maximum amount for social work activities, and a percentage for administration, recruitment, and training. The FFA nontreatment rates are established by using only the basic rate of the FFH and a specialized care rate when appropriate.

Foster Family Homes (“FFH”): Foster Family Homes, as defined in California’s Department of Social Services Community Care Licensing regulations, provide 24-hour care and supervision in a licensee's family residence for no more than six (6) children. Care is provided to children who are mentally disabled, developmentally disabled, or physically handicapped, children who have been removed from their home because of neglect or abuse, children who require special health care needs and supervision because of such disabilities, or children who are adjudicated wards of the court.

Group Home (“GH”): Group Home, as defined in CCL regulations, refers to a residential facility of any capacity that provides 24-hour non-medical care and supervision to children in a structured environment with the services provided at least in part by staff employed by the licensee. It does not include health facilities and clinics, County-operated juvenile halls, homeless shelters, or residential schools whose only function is education. Although a GH may be licensed to care for fewer than six (6) children, the vast majority of GH are licensed to care for six (6) or more children.

Infant Supplement: California Senate Bill 510 (Chapter 1066, Statutes of 1988) implements the Omnibus Budget Reconciliation Act (“OBRA”) of 1987, which amended sections of the Social Security Act, which requires the aid payment for a minor parent who receives AFDC-FC to also include an amount for the care of the minor parent’s child living with the parent in placement. CDSS Operations Manual, Division 11, Section 11-415.1 addresses the administrative standards for eligibility and assistance programs regulations for AFDC-FC program rates and states, “The infant supplement paid shall be a uniform amount to cover the cost of care and supervision of a child in addition to the rate that would otherwise be paid for the minor parent's placement.” Authorities cited are WIC Section 10553 and Section 10554. Reference: Sections 11465 and 11468, WIC. Children who are in receipt of Kinship Guardian Assistant Payments Program (“Kin-Gap”) benefits are also entitled to receive the infant supplement.

Intensive Treatment Foster Care Programs: WIC Section 18358 et seq. sets the requirements for implementing the Intensive Treatment Foster Care Program ("ITFC"). Rates for Foster Family Agency programs participating under this Section shall be exempt from the current AFDC-FC Foster Family Agency rate-setting system. Rates for Foster Family Agency programs participating under this Section shall be set according to the appropriate service and rate level based on the level of services provided to the eligible child and the certified foster family. For an eligible child placed from a GH program, the service and rate level shall not exceed the rate paid for GH placement. For an eligible child assessed by the County interagency review team as at imminent risk of GH placement or psychiatric hospitalization, the appropriate service and rate level for the child shall be determined by the interagency review team at time of placement.

Kinship Guardianship Assistance Payments Program: The Kinship Guardianship Assistance Payment Program was established by California Senate Bill 1901 (Chapter 1055, Statutes of 1998) to provide services to all children exiting the juvenile court dependency system on or after January 1, 2000 to live with a family member(s), relative legal guardian, or non-related extended family member. A delinquent ward may also be placed with a family member(s), relative legal guardian, or non-related extended family member. WIC Section 11364 et seq. establishes that Kin-GAP Program rates are to be paid on behalf of eligible children at an amount equal to one hundred percent (100%) of the basic rate paid to a licensed or approved FFH. Children who are in receipt of Kin-GAP benefits are also entitled to receive the infant supplement (see "Infant Supplement," below).

Special Care Increments: WIC Section 11461(e) (1) defines "specialized care increment" as an AFDC-FC approved amount paid with State participation on behalf of an AFDC-FC Client requiring specialized care, to licensed or approved family home facility with a capacity of six (6) or less, or in an approved home of a family member(s) or relative, or non-related legal guardian, in addition to the basic rate.

Contractor and its duly licensed certified substitute care providers shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. All substitute care providers shall be appropriately cleared by the Department of Justice ("DOJ") to perform substitute care services pursuant to the Article titled "Fingerprinting," and shall be licensed and certified as required by the State. Assumption or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

Contractor and its duly licensed certified substitute care providers shall have no claim whatsoever against County for payment of any money or reimbursement of any kind for any service(s) provided by Contractor or its duly licensed certified substitute care providers following the termination of this Agreement. Contractor shall not charge any Client or their family or guardian, or receive any fee or payment from any Client or their family or guardian, for services rendered pursuant to this Agreement. Contractor shall not charge or receive fees or payments from any Client or their family or guardian for children referred to Contractor pursuant

to this Agreement who are not actually placed in facility. Should Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after termination of this Agreement or any overpayments made in error shall not constitute a waiver of County's right to recover such payment from Contractor.

Any payment made in error shall be returned to County within forty-five (45) days of receipt of said payment either by returning the check sent in error or by issuance of a new check made payable to County. This provision shall survive the termination of this Agreement. Notwithstanding the foregoing, if County does not remove Client from Contractor's GH facility following termination of this Agreement, County shall continue to pay based upon the GH's RCL rate. If County does not remove Client from Contractor's Certified Family Home following termination of this Agreement, County shall continue to pay for Client's residence based upon the current applicable monthly facility rate(s) established by the CDSS, Foster Care Funding and Rates Bureau.

Contractor shall maintain a Foster Care Funding and Rates Bureau facility rate(s) or, for a Contractor vendored by a Regional Center, authorization for payment of the Regional Center rate with AFDC-FC funds throughout the term of the Agreement.

Expenditures made by Contractor during the provision of services under this Agreement shall be in compliance and in conformity with the United States Office of Management and Budget ("OMB") Circular, A-122. Contractor is responsible for obtaining the most recent version of this Circular which is available online at <http://www.whitehouse.gov/omb/circulars/index.html>.

Charges for placements lasting less than a full month shall be prorated. Payment for placements shall commence the day Client is placed with Contractor and terminate the day before Client is removed. When Contractor agrees to hold a bed open for Client, Contractor shall document County's agreement to pay for the open bed in Client's record and shall request from County a written confirmation via fax of said requested open bed hold. County shall not pay for an open bed for a period in excess of seven (7) days.

Should Contractor, after having Client admitted to a psychiatric facility, unilaterally decide not to take Client back, all payments made to Contractor to keep the space available for that Client shall be returned immediately to County by Contractor, unless otherwise agreed to by County and Contractor in writing.

Emergency Shelter Care Rates: The term "emergency shelter care" refers to placements made with little or no advance notice pending court-ordered placement of Client. Emergency shelter care rates shall be pro-rated based on the current applicable monthly facility rate(s) established by CDSS, Foster Care Funding and Rates Bureau.

Reimbursement for Unique, Specialized Purchases: Purchases necessary to meet unique, specialized requirements that are specific to an individual Client and are critical to their safety and/or well-being shall be reviewed and authorized on a case-by-case basis by the County as follows:

- For Clients who are a dependent of the court, all such unique, specialized purchases must be specifically pre-approved in writing by County of El Dorado's HHSA Director, Assistant Chief Director, Chief Fiscal Officer, or Child Protective Services Program Manager.
- For Clients who are a ward of the court, all such unique, specialized purchases must be specifically pre-approved in writing by the El Dorado County Probation Department's Chief Probation Officer or Supervising Deputy Probation Officer.

Under no circumstances shall County reimburse Contractor or their duly licensed certified substitute care provider for any provisions, supplies, or other items that have not been pre-approved in writing. Contractor shall submit within thirty (30 days) following the month in which purchase was made, a detailed invoice accompanied by a copy of the purchase receipt(s) and the written authorization from the appropriate County department, i.e., HHSA, for Clients who are dependent children of the court or Probation Department for Clients who are wards of the court.

Any correspondence or inquiries relative to payments under this Agreement shall be in writing and shall be addressed to:

<i>West Slope and All Other Non-East Slope Contractors</i>	<i>East Slope Contractors</i>
County of El Dorado Health & Human Services Agency Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667	County of El Dorado Health & Human Services Agency Attn: Child Protective Services 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150

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

The maximum compensation payable under this Agreement shall not exceed \$300,000 during any fiscal year, which shall be defined as the period commencing July 1 of each calendar year and ending June 30 of the following calendar year.

ARTICLE VIII

Catalog of Federal Domestic Assistance: Pursuant to OMB Circular A-133, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following CFDA numbers and program titles for programs administered by the County on behalf of the CDSS may apply to this contract:

CDFA Number	Program Title
93.658	Foster Care – Title IV-E
93.659	Adoption Assistance
93.558	Temporary Assistance for Needy Families (TANF)
93.667	Social Services Block Grant

ARTICLE XI

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

ARTICLE XII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either Party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination, and Cancellation."

ARTICLE XVII

Non-Discrimination: Assurance of compliance with the County of El Dorado Health and Human Services Agency non-discrimination in State and Federally assisted programs requirements as follows:

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

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and Contractor hereby gives assurance that administrative methods/procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services ("CDSS") Manual of Policies and Procedures Chapter 21, shall be prohibited.

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

This assurance is binding on Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

ARTICLE XIII

Default, Termination and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.
- B. **Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.**
- C. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary or insolvency of Contractor.
- D. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- E. **Termination or Cancellation without Cause:** Either party may terminate this Agreement in whole or in part upon seven (7) calendar days written notice to the other party for any reason. If such prior termination is effected, County shall pay for satisfactory services

rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

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

ARTICLE XXIV

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:

For general contract notices and notices pertaining to Clients who are dependent children:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW RIDGE ROAD
PLACERVILLE, CA 95667
ATTN: DEANN OSBORN, SUPERVISING STAFF SERVICES ANALYST

And for notices pertaining to Clients who are wards of the court:

COUNTY OF EL DORADO
PROBATION DEPARTMENT
3974 DUROCK ROAD, SUITE 205
SHINGLE SPRINGS, CA 95682
ATTN: GREGORY S. SLY, CHIEF PROBATION OFFICER

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Or to such other location as the County directs with a copy of general contract notices to:

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

Notices to Contractor shall be addressed as follows:

GUIDING OUR YOUTH
1197 E. LOS ANGELES AVENUE SUITE C
SIMI VALLEY, CA 93065
ATTN: ANDREW LANG, PRESIDENT

Or to such other location as the Contractor directs.

ARTICLE XXVI

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- 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 Consultant in the performance of the Agreement.
- D. In the event Consultant 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. Consultant 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. Consultant 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, Consultant 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 Consultant agrees that no work or services shall be

performed prior to the giving of such approval. In the event the Consultant 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 Consultant'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 Consultant'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 Consultant 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. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant 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 XXXII

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

ARTICLE XXXVII

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

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

ARTICLE XXXIX

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

ARTICLE XL

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

ARTICLE XLI

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 XLII

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

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


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Except as herein amended, all other parts and sections of that Agreement 091-S1211 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

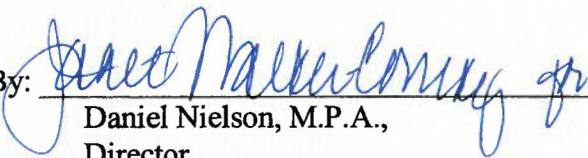
By: 
DeAnn Osborn,
Supervising Staff Services Analyst
Health and Human Services Agency

Dated: March 28, 2013

By: 
Gregory S. Sly,
Chief Probation Officer
Probation Department

Dated: 4/1/13

Requesting Department Head Concurrence:

By: 
Daniel Nielson, M.P.A.,
Director
Health and Human Services Agency

Dated: 3/28/13

By: 
Gregory S. Sly,
Chief Probation Officer,
Probation Department

Dated: 4/1/13

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services 091-S1211 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:


James R. Mitrison,
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

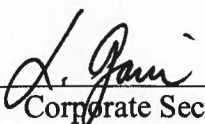
Dated: _____

-- CONTRACTOR --

GUIDING OUR YOUTH
A CALIFORNIA CORPORATION)

By:  _____
Andrew Lang
President
"Contractor"

Dated: 4/10/13

By:  _____
Corporate Secretary

Dated: 4/10/13

HL