

**H.O.P.E.: Healthy Outcomes for  
Personal Enrichment Counseling Center**

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES #5316**

**THIS SECOND AMENDMENT** to that Agreement for Services #5316 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 H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center, a nonprofit public benefit corporation duly qualified to conduct business in the State of California, whose principal place of business is 1528 Eureka Road, Suite 101, Roseville, California 95661, and whose mailing address is 530 Plaza Drive, Suite 130, Folsom, California 95630 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide psychotherapy clinician mental health services for the District Attorney's Office, pursuant to Agreement for Services #5316, dated December 15, 2020, and First Amendment to Agreement for Services #5316, dated June 22, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date for one (1) additional year, to June 30, 2023, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the service period for one (1) additional year, to December 31, 2022, replacing Exhibit A, Operational Agreement with **Amended Exhibit A, Operational Agreement**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$160,440, for a total not-to-exceed amount of \$329,880, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County notice recipients, amending **ARTICLE XIV, Notice to Parties**;

**WHEREAS**, the parties hereto desire to fully-replace specific Articles and add new Articles 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 Second Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE II**

**Term:** This agreement shall become effective upon final execution by both parties hereto and shall cover the period of January 1, 2021 through June 30, 2023.

- II. **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 itemized invoices identifying the services rendered.

For the purposes hereof, the billing rate for mental health services, including but not limited to, monthly collaborative meetings, and MDI review, shall not exceed \$75 per hour, or \$156,000 for the service period of January 1, 2021 through December 31, 2021.

For the purposes hereof, the billing rate for mental health services, including but not limited to, monthly collaborative meetings, and MDI review, shall not exceed \$75 per hour, or \$156,000 for the service period of January 1, 2022 through December 31, 2022.

For the service period of January 1, 2021, through December 31, 2021, County will also reimburse up to \$12,000 for grant program related training costs, including but not limited to, registration fees, hotel cost, airfare, parking, mileage, and meal reimbursement. Reimbursement shall be made in accordance with the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred.

For the service period of January 1, 2022, through December 31, 2022, County will also reimburse up to \$3,000 for grant program related training costs, including but not limited to, registration fees, hotel cost, airfare, parking, mileage, and meal reimbursement. Reimbursement shall be made in accordance with the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred.

County will reimburse Contractor up to \$60 per phone, per month for a cell phone stipend and data allowance for up to two (2) clinicians during the period of January 1, 2021 through December 31, 2022. The cell phone stipend and data allowance is to ensure that swift facilitation of victim support while in the

field. Requests for reimbursement shall be made monthly and shall be itemized on the monthly invoice. No back-up shall be required for the reimbursement of the cell phone stipend or data allowance.

The total amount of this Agreement shall not exceed \$329,880, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Contractor shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
District Attorney's Office  
778 Pacific Street  
Placerville, California 95667  
Attn.: James Clinchard  
Assistant District Attorney

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables and progress reports 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 progress reports are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

**III. ARTICLE XIV, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XIV**

**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 in duplicate and addressed as follows:

To County:

County of El Dorado  
District Attorney's Office  
778 Pacific Street  
Placerville, California 95667

Attn.: James Clinchard  
Assistant District Attorney

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts  
Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

H.O.P.E.: Healthy Outcomes for  
Personal Enrichment Counseling Center  
530 Plaza Drive, Suite 130  
Folsom, California 95630

Attn.: Darlene Davis, Executive Director

or to such other location as Contractor directs.

**IV. The following Articles of the Agreement are fully-replaced in their entirety to read as follows:**

**ARTICLE VII**

**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 X**

**Independent Contractor:** The parties intend that an independent Contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of

their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees. Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

### **ARTICLE XIII**

#### **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) 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) 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.

1. If County terminates this Agreement, in whole or in part, for default: 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.
2. 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.
3. 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:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
  3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to

Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

#### **ARTICLE XVI**

**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 reasonable 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 negligent 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 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.

#### **ARTICLE XX**

**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 "Contractor" 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 considered to be a "Contractor" within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, and Cancellation.

## **ARTICLE XXI**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.



**V. The following Articles of the Agreement are added to read as follows:**

**ARTICLE XXXVIII**

**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:

1. 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.
2. 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 XXXIX**

**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.

Except as herein amended, all other parts and sections of Agreement for Services #5316, shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Agreement for Services #5316 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: 

Dated: 12-14-21

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 12-14-21

**-- H.O.P.E.: HEALTHY OUTCOMES FOR PERSONAL ENRICHMENT COUNSELING CENTER --**

By: *Darlene Davis*  
Darlene A. Davis  
Executive Director  
"Contractor"

Dated: 11/09/2021

By: *Susan L Armstrong*  
Susan L Armstrong (Nov 9, 2021 09:16 PST)  
Susan Armstrong  
Corporate Secretary

Dated: 11/09/2021

# **H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center**

## **Amended Exhibit A**

### **OPERATIONAL AGREEMENT**

This Operational Agreement stands as evidence that the El Dorado County District Attorney (hereinafter referred to as "EDCDA") and H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center (hereinafter referred to as "HOPE Counseling Center") intend to work together towards the mutual goal of providing maximum available assistance for child abuse victims, child witnesses of abuse, and their non-offending family members residing in El Dorado County. Both agencies believe that the implementation of the Child Abuse Treatment (AT) Program, as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services for the period of January 1, 2021 to December 31, 2022.

EDCDA will closely coordinate the following services with HOPE Counseling Center through:

- Project staff being readily available to HOPE Counseling Center through in-person and telephone contact with the Child Advocacy Center (CAC) Coordinator-Interviewer, Special Victims Unit (SVU) Lead Deputy District Attorney, EDCDA Victim Witness (EDCDA VW) Program Coordinator, and the AT Program Specialist.
- The CAC Coordinator coordinating CAC interviews for victims of suspected child abuse cases and for child witnesses of abuse and/or violence. In the course of said coordination, the CAC Coordinator shall advise the Executive Director of HOPE Counseling Center of the date and time of the interview, as well as provide a brief case background, so an appropriate psychotherapy clinician can be assigned to the case and observe the interview, whenever possible.
- EDCDA VW Program staff providing referrals to the Executive Director with victim information, contact information, and Multi-Disciplinary Interview (MDI) status. Victims shall be provided no cost mental health therapy from HOPE Counseling Center before California Victim Compensation Board (CalVCB) approval. All AT Program funds shall be exhausted before applying for CalVCB funds.

Specifically:

EDCDA agrees to the following:

1. To enforce the laws regarding child abuse cases in order to protect the victim(s) and to prevent future criminal acts through vigorous early intervention for both children and their family members.
2. To work directly with HOPE Counseling Center.
3. To develop protocols to initiate needs assessments related to intake and referrals for victims of child abuse, children who are witnesses to abuse, and non-offending family members.
4. To refer new clients who come to the attention of EDCDA VW Unit, and/or the Fausel House CAC directly to HOPE Counseling Center Executive Director for her assignment of appropriate psychotherapy providers.
5. To notify HOPE Counseling Center of child abuse cases and cases where a child is a witness.
6. To engage in collaborative trainings with HOPE Counseling Center.
7. To notify HOPE Counseling Center of Multidisciplinary Team (MDT) meetings, case reviews, CAC Steering Committee meetings, and to invite them to participate in the same.
8. To provide access to the Fausel House CAC building at 772 Pacific Street, Placerville, California 95667 via key fobs to participating psychotherapy providers. This shall be limited to the first floor waiting area, restroom, and therapy rooms, and a desk on the second floor for office administration related activities. This shall not include any access to the third floor.
9. To provide background checks and access to Livescan services associated for participating psychotherapy providers through HOPE Counseling Center.
10. To provide a desktop or similar computer at the desk on the second floor of the CAC which allows psychotherapy providers to enter notes and information regarding clients seen at the CAC.
11. To provide cellular phones to psychotherapy providers (limited to two [2] per grant budget requirements).
12. To create and distribute safety guidelines to HOPE Counseling Center, including but not limited to: alarm information for the building, cleaning protocols, and Personal Protective Equipment (PPE) guidelines.
13. To provide the technology to allow HOPE Counseling Center to turn off all recording equipment in the interview room of the Fausel House CAC to ensure confidentiality during therapy appointments.

14. To provide reimbursement in the amount agreed upon in the AT grant program and training expenses.
15. To supply the promotional materials, equipment, and other Fausel House supplies as outlined in the AT program budget.
16. To communicate directly with California Office of Emergency Services (CalOES) regarding all grant related reporting and any issues which may arise. This includes periodically assessing/reassessing the success of the grant program and deliverables as required by CalOES and EDCDA administration.
17. To have the AT Program Specialist and VW Program Coordinator create and manage a shared calendar/schedule regarding the use of the Fausel House CAC building, ie:, when forensic interviews, meetings, and therapy appointments with HOPE Counseling Center are taking place. In the event HOPE Counseling Center activities need to occur during regular business hours, EDCDA employees agree to vacate the building to ensure privacy and confidentiality for HOPE Counseling Center clients. In the event a forensic interview or case interview is urgent and needs to take priority over prior scheduled HOPE Counseling Center appointments, EDCDA agrees to communicate as soon as possible to HOPE Counseling Center psychotherapy providers and the Executive Director regarding the urgent need to reschedule a therapy appointment.

HOPE Counseling Center agrees to the following:

1. To contact EDCDA VW Program Coordinator for programmatic and grant compliance.
2. To provide the equivalent of 1.0 FTE Psychotherapy Clinicians to work specifically with child abuse victims and their families (secondary victims) by providing trauma-informed mental health services. Under the AT grant and funds, therapy hours should not exceed the two thousand eighty (2080) hours allocated in the grant budget for the service period.
3. To ensure all psychotherapy clinicians associated with this contract and working with this grant program meet the level of "Associate" or higher in their level of training and expertise. HOPE Counseling Center agrees to not use "Trainees" for the purpose of this program and contract;
4. To contact victims and/or their families within twenty-four (24) hours of receiving a referral.
5. To begin therapy services based on needs/risk assessment, but not to exceed five (5) business days from the date of contact with the victim and/or the family.

6. To provide flexible therapy hours, including telehealth, late afternoons (from 4 pm and later to accommodate EDCDA business hours), evenings, and weekends, in order to ensure children and families have the most convenient access to therapy unhindered by work and school hours.
7. To enter all appointments scheduled at the Fausel House CAC into the shared calendar to give notice to EDCDA employees and partners of the use of the building as soon as possible after the appointments are scheduled.
8. To provide family therapy options allowing therapists to conduct separate sessions for both children and their caregivers using the different areas available at the Fausel House CAC building, specifically the interview room and main lobby.
9. To provide HOPE Counseling Center specific promotional materials, business cards, and referral information to EDCDA for distribution to families during the referral process and/or initial contacts with the Fausel House CAC, as needed.
10. To not provide any access to the second or third floor of the Fausel House CAC building to any clients or family members.
11. To not access the third floor investigations area of the Fausel House CAC building at any time.
12. To respect and adhere to the safety guidelines created and distributed by EDCDA, including but not limited to alarm information for the building, cleaning protocols, and PPE guidelines.
13. To commit to use AT funding to provide a minimum of one (1) session per week of individual and/or group counseling up to four (4) times a week, including family sessions.
14. To engage in training with EDCDA, as appropriate.
15. To attend monthly case review meetings with the Fausel House CAC multidisciplinary team, as well as CAC Steering Committee meetings when appropriate.
16. To prepare a consent/release of information form for families referred by EDCDA and/or the Fausel House CAC to ensure information can be shared when agreed to with the multidisciplinary team during monthly case reviews.
17. To share appropriate information regarding child abuse victims and their families with EDCDA, when prior written authorization has been obtained from the victim and/or family.
18. To collect and submit to EDCDA VW program coordinator the quarterly statistical data and aid in the preparation of the bi-annual narrative reports as required by CalOES and the Office of Victim Performance Platform

(OVCPMT) and/or any other internal reporting. HOPE Counseling Center must provide the following data: Intake, mental health needs assessment for child victims and/or their families, psychotherapy, and or cultural-centered therapy including bilingual Spanish sessions, crisis intervention, group counseling, treatment plans, meetings with parents and caregivers, training, and outreach.

19. To provide an invoice to the EDCDA VW program coordinator, the grant administrative analyst, and technician, the tenth of every calendar month after services begin. The invoice should include the type of service or therapy (individual or group), the length of the service, and the rate (not to exceed the \$75/hour rate as approved in the grant budget). Billing may include one (1) hour for any scheduled counseling sessions that were missed by the client (not to exceed the \$75/hour rate as approved in the grant budget). Billing for monthly collaborative meetings and MDI case reviews in preparation for therapy services may also be included (not to exceed the \$75/hour rate as approved in the grant budget.) Please note, there are no additional funds allocated for administrative support. If CalOES AT grant funding is exhausted, any subsequent funds issued through CalVCB shall not cover the cost for client-missed appointments, continued MDI case review, and monthly collaborative meetings.
20. To respect confidentiality when conducting therapy sessions.
21. To respect confidentiality of sensitive information obtained by EDCDA and other multidisciplinary team case reviews as outlined in the Fausel House CAC Interagency Protocol.
22. To reschedule preexisting therapy appointments as necessary when urgent forensic interview, law enforcement, or prosecution needs take precedence to building access.

The primary contacts for the Operational Agreement are as follows:

County of El Dorado  
District Attorney's Office  
778 Pacific Street  
Placerville, California 95667  
Attn.: Vernon R. Pierson  
District Attorney

HOPE Counseling Center  
530 Plaza Drive, Suite 130  
Folsom, California 95630  
Attn.: Darlene Davis  
Executive Director

EDCDA and HOPE Counseling Center may enter into a contractual agreement identifying the total amount of grant funds to be transferred, the process for transferring the grant funds, detailing what the grant funds may be used for, and providing specific information concerning all non-fiscal resources shared between the agencies. The annual not-to-exceed amount of the agreement is estimated to be \$160,440. No matching funds will be used for this transfer of funds.

We, the undersigned, as authorized representatives of EDCDA and HOPE Counseling Center do hereby approve this document.

V.R.P.  
Vernon Pierson (Nov 9, 2021 10:11 PST)

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Vernon R. Pierson  
District Attorney  
"EDCDA"

11/09/2021

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Date

*Darlene Davis*

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Darlene A. Davis  
Executive Director  
"HOPE Counseling Center"

11/09/2021

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Date

Susan L Armstrong  
Susan L Armstrong (Nov 9, 2021 09:16 PST)

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Susan Armstrong  
Corporate Secretary

11/09/2021

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Date