

# ORIGINAL

## AGREEMENT FOR SERVICES #224-S1110 AMENDMENT I

### Therapeutic Counseling Services

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**THIS AMENDMENT I** to that Agreement for Services #224-S1110 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 Lacey Noonan, an individual, doing business as A Balanced Life, now operating as A Balanced Life: Individual, Family and Child Therapy, Inc., a California Corporation, doing business as A Balanced Life, Inc., duly qualified to conduct business in the State of California, whose principal place of business is 2520 Lake Tahoe Boulevard, Suite 6, South Lake Tahoe, CA 96150 (Mailing: P.O. Box 7152, South Lake Tahoe, CA 96158), and whose Agent for Service of Process is Lacey Noonan, 2520 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150; (hereinafter referred to as “Contractor”) (collectively hereinafter referred to as the “Parties”);

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide “as requested” therapeutic counseling services, classes and/or training programs and related services to address and treat social, psychological, medical and/or other diagnosed or identified problems on an “as requested” basis for clients referred by the Department of Human Services in accordance with Agreement for Services #224-S1110 dated November 2, 2010, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the Parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services, ARTICLE III – Compensation for Services, ARTICLE VII – Nondiscrimination, ARTICLE X – Annual Audit, ARTICLE XX – Notice to Parties and ARTICLE XXVII - Insurance**; and

**WHEREAS**, the Parties hereto have mutually agreed to add **ARTICLE XXXIV – Accounting Systems and Financial Records and ARTICLE XXXV – Debarment and Suspension Certification**.

**NOW, THEREFORE**, the Parties do hereby agree that Agreement for Services #224-S1110 shall be amended a First time 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 services, classes and/or other DHS requested services ("service") on an "as requested" basis to clients ("Client") referred by County's Department of Human Services ("DHS"). 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.

Whenever possible, services shall be provided by a Licensed Clinical Social Worker ("LCSW") or Marriage and Family Therapist ("MFT") licensed by the Board of Behavioral Sciences, or other certified parties, as appropriate. If service is delegated to an intern, the individual must be pre-licensed and all assignments must be under the direct supervision of licensed or certified staff. No intern shall be the sole author of any written initial visit report or any other report that pertains to Client or Client's treatment plan. All said documents must be reviewed, approved and signed by a licensed LCSW or MFT.

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

County shall not pay for any services that have not been pre-approved in writing, incomplete services, "no shows," cancellations, telephone calls or for the preparation of initial visit reports or bimonthly Client progress reports and as more fully described as follows:

Initial Visit Report - Within twenty-one calendar (21) days of Client's initial visit, Contractor shall provide Caseworker, at no charge to County, with a written initial visit report that shall detail Contractor's professional evaluation of Client's needs including the recommended type of therapy to be utilized, the recommended number/frequency of sessions and whether or not additional or different services may be required or recommended. Once recommended services have been pre-approved in writing by DHS and services have been initiated by Contractor, Contractor may not make any alterations without first securing written approval from the appropriate DHS staff.

Bimonthly Client Progress Reports - Contractor shall provide Caseworker, at no charge to County, with a brief written progress report that outlines the primary issues being addressed with each Client, their progress to date and ongoing treatment goals (see Exhibit "A", marked "Bimonthly Client Progress Report," incorporated herein and made by reference a part hereof) no later than (30) days after the end of each Client's second service month. A "service month" shall be defined as a calendar month during which Contractor provides Client services in accordance with "Scope of Services." If an alternate progress report is used, all fields noted on Exhibit "A" are mandatory.

Court Documents - Upon request, and within the time limit specified by County, Contractor shall provide Caseworker with comprehensive written reports for County's use in court. Contractor shall be compensated for the report(s) at the DMC rate for Program Code 20 (Regular DMC) individual counseling session rate with a maximum limit of a two (2) session rates

charged per report. The written initial visit report is specifically excluded from the court documents reimbursement rate, as this service shall be provided at no charge to County and as further defined under “Initial Visit Report”, above.

These reports shall be considered a required deliverable and failure to provide them may risk significant delay in reimbursement for services. Contractor shall submit these written reports within the time limits detailed above to the appropriate Caseworker as detailed below:

<i><b>West Slope Contractors Send Reports To:</b></i>		<i><b>East Slope Contractors Send Reports To:</b></i>	
Dept. of Human Services Attn: CPS 3057 Briw Ridge Rd. #A Placerville, CA 95667	Connections One Stop 3047 Briw Road Placerville, CA 95667	Dept. of Human Services Attn: CPS 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150	Connections One Stop 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150
530/642-7100 (ph) 530/626-7427 (fax)	530/642-4850 (ph) 530/642-5539 (fax)	530/573-3201 (ph) 530/541-2803 (fax)	530/573-4330 (ph) 530/543-6737 (fax)

Court Appearances - Upon subpoena by County, Contractor shall attend court sessions. County shall only pay Contractor for court appearances when County subpoenas Contractor. Contractor shall be paid for court appearances at the DMC rate for Program Code 20 (Regular DMC) individual counseling session rate for time actually spent at the subpoenaed court session. Travel time shall not be included in the reimbursement for these services.

Multidisciplinary Team Meeting Appearances - Upon request by County, Contractor shall attend multidisciplinary team meetings. County shall only pay Contractor for attendance at multidisciplinary team meetings when County specifically requests Contractor’s attendance. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams or organizations in which County considers Contractor or Contractor’s staff or assigns to be regular standing members. Contractor shall be paid for these appearances at the DMC rate for Program Code 20 (Regular DMC) individual counseling session rate for time actually spent at the meeting. Travel time shall not be included in the reimbursement for these services.

Client services shall be provided during Contractor and/or County-defined normal business hours and days, which may include evenings and weekends. Contractor-defined “after-hours” appointments shall be approved in writing by the Client’s caseworker (“Caseworker”) and Caseworker’s supervisor (“Supervisor”). Furthermore:

1. Contractor shall obtain written authorization from DHS signed by the appropriate DHS staff person(s) prior to providing any service(s) to any Client(s) detailed under “Scope of Service” or “Compensation”;
2. Prior to providing any service(s) NOT detailed under “Scope of Service” or “Compensation” to Client(s), Contractor shall obtain written authorization from DHS that has been signed by the appropriate DHS staff person(s) and either the DHS Director, Assistant Director or Chief Fiscal Officer (“Executive Management”);
3. Perinatal services are not included in this Agreement unless explicitly addressed under “Scope of Services” or as otherwise approved in writing by the DHS Executive Management prior to the commencement of perinatal services;
4. DHS Executive Management reserves the right to review and approve for reimbursement, on

a case-by-case basis, all service(s) provided by Contractor to DHS Client(s), including but not limited to services not explicitly addressed under “Scope of Services” or “Compensation”;

5. No service shall commence without prior written authorization from DHS;
6. A copy of the written authorization to perform the service shall be included with the invoice containing the service it pertains to and both documents shall be submitted to DHS Accounting at the address indicated below in “Compensation” for reimbursement. Failure to submit the written approval with Contractor’s invoice may significantly delay payment.

### ARTICLE III

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

<b>Client Insurance Category</b>	<b>Procedures to follow to receive payment for services</b>
<b>Uninsured Clients</b>	For Clients without health insurance coverage, Contractor shall bill County for authorized service(s) provided in accordance with the rates set forth below. Contractor shall not charge <u>any</u> amount whatsoever to Clients who do not have health insurance.
<b>Medi-Cal Clients with no “share of costs”</b>	Contractors who are Medi-Cal providers shall bill Medi-Cal for authorized service(s) provided. Contractor shall <u>not</u> bill Client or County for any difference between their “regular” fee and what they receive from Medi-Cal for services rendered, any co-pay(s), any deductible(s) or any other amount(s).
<b>Medi-Cal Clients with “share of costs”</b>	Contractors who are Medi-Cal providers shall bill Medi-Cal for authorized service(s) provided and shall bill County for Client’s share of costs, up to the rate amount set forth in this Agreement. Contractor shall <u>not</u> bill Client or County for any additional costs, including but not limited to the difference between their “regular” fee and what they receive from Medi-Cal for services rendered, any co-pay(s), any deductible(s) or any other amount(s).
<b>Clients with private health insurance coverage</b>	Contractor shall bill Client’s private health insurance carrier as primary insurance carrier for all authorized service(s) provided. Contractor shall only bill County for any insurance-required Client co-pay or deductible amounts. Contractor shall <u>not</u> bill Client or County for any difference between their “regular” fee and what they receive from private insurance for services rendered, any co-pay(s), any deductible(s) or any other amount(s). If Client’s private health insurance company does not cover the ordered service(s), Contractor shall follow the above procedures for Uninsured Clients.

After determining the proper insurance category Client falls under, and unless as otherwise defined in this Agreement, provided services shall be billed using the County standardized rate structure, which shall use the most current California Drug Medi-Cal (“DMC”) Alcohol and Drug Services Program “Regular DMC” and “Perinatal DMC” rates (collectively “DMC rates”) as its benchmark and as set forth in the chart listed below. Furthermore, for the purposes of this Agreement:

- DMC rates are for reimbursement reference purposes only and any descriptive information contained within the DMC rate schedule shall not apply to this Agreement unless otherwise specifically addressed. California-approved Drug Medi-Cal DMC reimbursement rates are located on the California Department of Alcohol and Drug Programs (ADP) website at the following website address: <http://www.adp.ca.gov>.<sup>1</sup>
- DMC rates shall be subject to an annual adjustment in order to match the most current State-approved DMC rate schedule. Any rate adjustments shall become effective the first day of the month that follows the State’s announcement of its formal adoption of the State budget.

<b>SERVICE</b>	<b>COUNTY STANDARDIZED DMC RATE</b>
<b><i>Bimonthly Client Progress Reports.</i></b> No later than (30) days after the end of each second service month, Contractor shall provide the caseworker, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals.	No Charge
<b><i>Child Abuse Intervention Parenting Program.</i></b> 90 minutes per class once a week upon written request by County.	\$30.00 per person per class
<b><i>Court Appearances.</i></b> Upon subpoena by County and pro-rated for time actually spent at the pertinent court session. Travel time shall not be included in the reimbursement for these services.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b><i>Court Documents Preparation.</i></b> Upon written request by County at a rate equivalent to the individual counseling session rate and up to a maximum limit of two (2)-session rates charged per report.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b><i>Domestic Violence Assessments, Lethality Assessments.</i></b> 90 minutes per session upon written request by County.	\$75.00 per person per session

<sup>1</sup> Using the internet, the California ADP Bulletin containing information on the most current DMC reimbursement rates can be found at <http://www.adp.ca.gov> and by clicking on “ADP Bulletins & Letters.” Locate and open the most recent ADP Bulletin with either the title, “Proposed Drug Medi-Cal Rates for Fiscal Year \_\_\_\_” (most current fiscal year) or “Current Drug Medi-Cal Rates for Fiscal Year \_\_\_\_” (most current fiscal year). The link to open the chart containing current DMC rates will be contained within the Bulletin as an Exhibit entitled either “Proposed Drug Medi-Cal Rates for Fiscal Year \_\_\_\_” (most current fiscal year) or “Current Drug Medi-Cal Rates for Fiscal Year \_\_\_\_” (most current fiscal year). Click on the Exhibit link to go to the most current DMC rate chart.

<b>Eye Movement Desensitization Reprocessing (EMDR) Counseling Session.</b> 90 minutes per session upon written request by County.	\$99.79 per person per session
<b>Family Therapy Session.</b> 90 minutes per session upon written request by County 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 Caseworker.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate per each attending family member
<b>Group Counseling Session.</b> 90 minutes per session and per group therapy participant upon written request by County and wherein one (1) or more therapists or counselors treat no less than three (3) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon approval of Caseworker.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<b>Healthy Alternatives Program (Teen Program, BATTERERS' Intervention)</b> Twelve (12), twenty-six (26) or fifty-two (52)-week group classes once a week for 120 minutes upon written request by County.	\$30.00 per person per class
<b>Individual Advanced Skills Focused Sessions (Teen Program, BATTERERS' Intervention).</b> 60 minutes per session per individual upon written request by County. Multiple Units of Service shall be allowed upon approval of Caseworker.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b>Individual Counseling Session.</b> 50-60 minutes per session and per individual upon written request by County. Multiple Units of Service shall be allowed upon approval of Caseworker.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b>Initial Visit Report(s).</b> Within 21 calendar days of Client's initial visit and at no charge to County, Contractor shall provide Caseworker with a written initial visit report that shall detail Contractor's professional evaluation of Client's needs including the recommended type of therapy to be utilized, the recommended number/frequency of sessions and whether or not additional or different services may be required or recommended..	No Charge
<b>Multidisciplinary Team Meeting.</b> Upon written request by County and for time actually spent in the meeting. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams in which County considers Contractor or	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate

<i>Contractor's staff or assigns to be regular standing members.</i>	
<b><i>Restraining Order Evaluation/Preparation Class.</i></b> 60 minutes per class once a week upon written request by County.	\$30.00 per person per class
<b><i>Sexual Offenders Group Session.</i></b> 90 minutes per session once a week upon written request by County.	\$45.00 per person per session
<b><i>Therapeutic Visitation Services.</i></b> 90 minutes per session and per participant upon written request by County and wherein counselors treat no less than two (2) and no more than twelve (12) therapeutic visitation participants at the same time. Multiple Units of Service shall be allowed upon approval of Caseworker.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate per each attending family member
<b><i>Twelve (12)-Weeks Parenting Course.</i></b> 90 minutes per class once a week upon written request by County.	\$30.00 per person per class, not to exceed \$360.00 per person per course

Contractor shall submit an original invoice that shall contain all of the following data:

- Contractor name, address and phone number.
- Service date(s) and number of units of service per service date.
  - Multiple Units of Service: Contractor shall ensure that their Invoice clearly documents the date and type of each unit of service.
- Client name(s). List the name(s) of each Client present for each service covered by the written authorizations, including the names of all Clients being seen at the same time for said service, such as Family Therapy.
- Type of service(s) provided.
- Agreement rate for each service provided
  - All fee(s) charged to County shall be in accordance with the rates as set forth in this Agreement.
- Total amount billed to the County of El Dorado under the subject invoice.
- Statement verifying Contractor has confirmed Client's appropriate insurance category (see chart above) and, if applicable, Contractor has billed Client's said health insurance carrier(s) as primary health insurance carrier(s) and, for Clients with private health insurance coverage, Contractor is only invoicing County for any private health insurance carrier-required co-pays or deductibles.
- Contractor's signature confirming fees charged and verifying that all information on the invoice is valid and correct. It is requested, but is not a requirement of this Agreement, that all original signatures be made using blue ink.

County shall not pay for any services that have not been pre-approved in writing, incomplete services, "no shows," cancellations, telephone calls or for the preparation of initial visit reports or bimonthly Client progress reports. Contractor shall ensure that only billing information is included on the invoice. Information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice. Invoices with "white-out" types of corrections shall not be accepted.

Contractor is strongly advised to submit monthly invoices along with written authorizations to

perform invoiced services to DHS no later than fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides Client services in accordance with “Scope of Services.” Failure to submit invoices by the 15<sup>th</sup> of the month following the end of a service month, failure to attach signed written authorization(s) to perform the invoiced service(s) or failure to submit all reports required hereunder shall result in a significant delay in reimbursement. Receipt by DHS of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoices are to be sent as follows:

<i><b>For Service(s) Authorized by West Slope DHS Staff, Please Send Invoices to:</b></i>	<i><b>For Service(s) Authorized by East Slope DHS Staff, Please Send Invoices to:</b></i>
<p>The County of El Dorado Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667</p>	<p>The County of El Dorado Department of Human Services Attn: Accounting Unit 3368 Lake Tahoe Blvd. #100 South Lake Tahoe, CA 96150</p>

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

The total contractual obligation under this Agreement shall not exceed \$108,505.00 for both the stated services and term.

## **ARTICLE VII**

**Nondiscrimination:** Assurance of compliance with the El Dorado County Department of Human Services nondiscrimination 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 nondiscriminatory, 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 (MPP) 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 and/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 XII**

**Annual Audit:** Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-133, any entity that receives a total of \$500,000 or more per year in federal funds for the purposes of carrying out federal programs must complete an annual audit. The funding threshold is aggregate funds from all sources. Contractor shall mail a certified copy of said completed annual audit to County's Department of Human Services at the address listed in Agreement's "Notice to Parties" article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the DHS address listed in agreement's "Notice to Parties" article. A complete and current copy of OMB A-133 is available at <http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html>

## **ARTICLE XX**

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

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

COUNTY OF EL DORADO  
DEPARTMENT OF HUMAN SERVICES  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST II

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

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

Notices to Contractor shall be addressed as follows:

A BALANCED LIFE: INDIVIDUAL, FAMILY AND CHILD THERAPY, INC.  
DBA A BALANCED LIFE, INC.  
P.O. BOX 7152  
SOUTH LAKE TAHOE, CA 96158  
ATTN: LACEY NOONAN, DIRECTOR

Or to such other location as Contractor directs.

## **ARTICLE XXIX**

**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 Employers' Liability Insurance covering all employees of Contractor 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.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- 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 shall be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

- 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 the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
  2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to 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 the Risk Management Division, as essential for the protection of County.

#### ARTICLE XXXIV

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 C.F.R. Part 76.

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

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

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


## ARTICLE XXXV

**Accounting Systems and Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 Code of Federal Regulations (CFR), Part 92 and all current revisions of OMB Circular A-122. More particularly, Contractors are responsible for complying with OMB Circular A-122 and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from DHS 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 OMB Circular A-122. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the LSA issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the

*Federal Register* and the CFR. An electronic CFR (e-CFR) is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

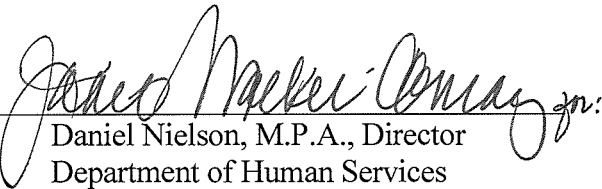
Except as herein amended, all other parts and sections of that Agreement #224-S1110 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:   
DeAnn Osborn, Staff Services Analyst II  
Department of Human Services

Dated: Sept. 7, 2011

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:   
Daniel Nielson, M.P.A., Director  
Department of Human Services

Dated: 9/8/11

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement #224-S1110 on the dates indicated below.

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

By: \_\_\_\_\_  
Raymond, J. Nutting, Chair  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

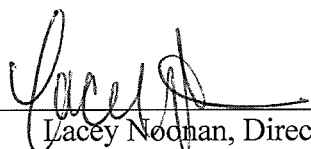
*ATTEST:*  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

A BALANCED LIFE: INDIVIDUAL, FAMILY AND CHILD THERAPY, INC.  
DBA A BALANCED LIFE, INC.  
A CALIFORNIA CORPORATION

By:  \_\_\_\_\_  
Lacey Nooman, Director  
"Contractor"

Dated: 9/13/11