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**ORIGINAL**

**AGREEMENT FOR SERVICES #337-S1110  
AMENDMENT II**

**Therapeutic Counseling**

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This Amendment II to that Agreement for Services #337-S1110, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Myrna-Kay Robison, LMFT, an individual, duly qualified to conduct business in the State of California (hereinafter referred to as "Contractor"), whose principal place of business is 32 Main Street, Sutter Creek, CA 95685 (Mail: PO Box 578, Jackson, CA 95642).

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide therapeutic counseling and related services to address and treat social, psychological, chemical addiction, medical and/or other diagnosed or identified problems on an "as requested" basis for clients referred by the Health and Human Services Agency ("HHSA") in accordance with Agreement for Services #337-S1110, dated March 11, 2011 and Amendment I to Agreement for Services 337-S1110, dated July 25, 2013; 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 II – Term, Article III – Compensation for Services, Article VIII – Confidentiality and Information Security Provisions, Article XIII – Access to Records, Article XXXI – Administrator, and Article XXXVII- Transfer of Records**; and

**WHEREAS**, the parties hereto have mutually agreed to add **Article XLIV – Continuous Operation** and **Article XLV – Taxes** and; renumber **Article XXXV – Entire Agreement** to accommodate the insertion of the two aforementioned Articles.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #337-S1110 shall be amended a second time as follows:

**Articles I, II, III, VIII, XIII, XXXI, and XXXVII are amended in their entirety to read as follows:**

## **ARTICLE I**

**Scope of Services:** Contractor shall provide personnel and services necessary to provide single or multiple units or sessions of therapeutic counseling, classes or other requested services (“service”) on an “as requested” basis to clients (“Client”) referred by County’s Health and Human Services Agency (“HHSA”).

### **A. Professional License Requirements:**

1. Therapeutic counseling services shall be provided by a currently Licensed Clinical Social Worker (“LCSW”) or currently licensed Marriage and Family Therapist (“MFT”) whose license has been issued and is regulated by the California Department of Consumer Affairs Board of Behavioral Sciences (“BBS”). Said license must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the BBS.
  - a. The BBS does not have reciprocity with any other state licensing board. Therefore, any LCSW or MFT who is providing HHSA approved services to a Client who is receiving services outside California must have a current, clear license issued and regulated by the appropriate certifying agency for the state in which they are practicing.
2. If any service is delegated to an intern, the intern must be pre-licensed by the appropriate certifying state agency and all service assignments must be under the direct supervision of a currently licensed Psychologist, Psychiatrist, Licensed Clinical Social Worker, or Marriage and Family Therapist as described above. 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 Client-related documents must be reviewed, approved, and signed by said licensed Psychologist, Psychiatrist, LCSW, or MFT.

### **B. Services:** When requested via HHSA Authorization, Contractor shall provide services including but not limited to the following:

1. Court Meetings and Court Appearances – As arranged by and upon notification from the Court, or as the Court directs County, or upon subpoena, Contractor shall attend client-related Court meetings (“Court Meeting”) and Court sessions (“Court Appearances.”)
  - a. Court Meetings are mandatory case compliance meetings directed by the Court. Contractor shall be paid for their attendance at Court Meetings using the Regular Drug Medi-Cal (“DMC”) “Outpatient Drug Free (“ODF”) Individual Counseling face-to-face visit Unit of Service Rate as their hourly rate for time actually spent at the Court Meeting. Contractor is required to sign in with the Court Clerk at said meeting and, as requested by County, may be required to provide Minutes of the Court to further verify their attendance at same. Failure to sign in with the Court Clerk or provide Minutes of the Court as requested by the County may delay payment. If the Court’s Meeting is cancelled by the Court less than 24 hours in advance of its scheduled calendar time and is not rescheduled for the same month, Contractor may



invoice for the scheduled length of that month's cancelled Court Meeting, not to exceed two (2) hours.

- b. Court Appearances are mandatory court case appearances as directed by the Court. Contractor shall be paid for their attendance at Court Appearances using the Regular Drug Medi-Cal ("DMC") "Outpatient Drug Free ("ODF") Individual Counseling face-to-face visit Unit of Service Rate as their hourly rate and pro-rated for time actually spent at the Court Appearance. County will only pay Contractor when Contractor is subpoenaed on behalf of the County. Contractor may not invoice County if Court Appearance is cancelled.
2. Family Therapy/Group Therapy/Individual Therapy - Upon written request via HHSA Authorization, Contractor shall provide the requested therapy.
3. 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 Regular DMC individual counseling session rate for time actually spent at the meeting.

Services shall only be provided following approval via signed HHSA Authorization. Multiple units of service ("Multiple Units") shall be defined as one or more units of same or similar service(s) provided to Client(s) on a single day, as more fully defined under the Article titled "Compensation for Services."

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

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

1. Court Documents - Upon request, and within the time limit specified by County, Contractor shall provide HHSA staff with comprehensive written reports for County's use in court. Contractor shall be compensated for the report(s) at the Drug Medi-Cal ("DMC") rate for 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."
2. Initial Visit Report - Within thirty calendar (30) days of Client's initial visit, Contractor shall provide appropriate HHSA staff, 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 via an HHSA Authorization and Contractor has initiated



services, Contractor may not make any alterations without first securing a revised HHSA Authorization from the appropriate HHSA staff.

3. Monthly Client Progress Reports (required from vendors providing services to CPS clients and on an "as requested basis" by other HHSA programs) - Contractor shall provide appropriate HHSA staff, 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 as evidenced by observable behaviors or cognitions, and ongoing treatment goals (see Exhibit "A," marked "Monthly Client Progress Report," incorporated herein and made by reference a part hereof) no later than (30) days after the end of each Client's 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.

The above written reports are a required deliverable of this Agreement and Contractor's failure to provide them to HHSA within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to the client until the requested written reports have been submitted. It is a further requirement of this Agreement that all written reports submitted to HHSA shall contain the report writer's original signature. It is recommended, but not required, that all original signatures be made using blue ink. This signature shall act as a declaration that the contents of the written report(s) are accurate.

## ARTICLE II

**Term:** This Agreement shall cover the period of April 1, 2011 through March 31, 2016, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination, and Cancellation" or "Fiscal Considerations."

## ARTICLE III

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

<i><b>Client Insurance Category</b></i>	<i><b>Procedures to Follow to Receive Reimbursement for Services</b></i>
<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, 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. 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:

- A. 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 rates are located on the California Department of Health Services at the following website address: <http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>.<sup>1</sup>
- B. DMC rates shall be subject to an annual adjustment in order to match the most current State-approved DMC rate schedule. Any adjustments to the DMC rate schedule by the State shall become effective the first day of the month that follows California's announcement that its governor has signed the Budget Bill for that particular Fiscal Year, thereby enacting the California State Budget Act.<sup>2</sup>

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<sup>1</sup>The California ADP Bulletin contains information on the most current DMC rates, which can be found at the CA Dept. of Health Services (<http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>). This link will open the "Alcohol and Drug Bulletins and Letters" page. Click on the link titled "Proposed Drug Medi-Cal Rates for Fiscal Year \_\_\_\_" (most current fiscal year) or click on the Exhibit link to open the DMC rate chart.

<sup>2</sup> The most current information on the status of the enactment of the California budget act may usually be found at the following website: <http://www.ebudget.ca.gov>



<b>Service</b>	<b>County Standardized Rate</b>
<b>Court Appearances.</b> Upon Court subpoena and pro-rated for time actually spent at the pertinent court session. If Court Appearance is cancelled, Contractor may <b>not</b> invoice for the appearance.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling Unit of Service ("UOS") Rate
<b>Court Documents Preparation.</b> Upon written request via HHSA Authorization 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 Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
<b>Court Meetings.</b> Upon notification from Court or as Court directs County, and at a rate equivalent to the individual counseling session rate for the time Contractor appeared in person at Court Meeting and pro-rated for time actually spent at the pertinent court session. If Court's Meeting is cancelled by the Court less than 24 hours in advance of scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of cancelled Court meeting, not to exceed two (2) hours.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
<b>Family Therapy Session.</b> 90 minutes per session upon written request via HHSA Authorization 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 appropriate HHSA staff.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free 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 via HHSA Authorization 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 appropriate HHSA staff.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate
<b>Individual Counseling Session.</b> 50-60 minutes per session and per individual upon written request via HHSA Authorization. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
<b>Initial Visit Report(s).</b> Within thirty (30) calendar days of Client's initial visit and at no charge to County, Contractor shall provide appropriate HHSA staff 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	No Charge



<i>utilized, the recommended number/frequency of sessions and whether or not additional or different services may be required or recommended. Initial Visit Report must be submitted along with the invoice.</i>	
<b>Monthly Client Progress Reports.</b> <i>No later than thirty (30) days after the end of each service month, Contractor shall provide the appropriate HHSA staff, 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. Monthly Progress Report must be submitted along with the invoice.</i>	No Charge
<b>Multidisciplinary Team Meeting.</b> <i>Upon written request via HHSA Authorization 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 Contractor's staff or assigns to be regular standing members.</i>	Current Drug Medi-Cal Rate for Regular DMC for Outpatient Drug Free Individual Counseling UOS Rate
<b>Therapeutic Visitation.</b> <i>90 minutes per session and per participant upon written request via HHSA Authorization 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 appropriate HHSA staff.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate per each attending family member

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

**HHSA Authorizations for Service(s):**

- A. Contractor shall obtain an HHSA Authorization that has been signed by the appropriate HHSA staff prior to providing any service(s) to any Client(s) detailed under "Scope of Service" or "Compensation;"
- B. Prior to providing any Client service(s) NOT detailed under "Scope of Service" or "Compensation" to Client(s), Contractor shall obtain an HHSA Authorization that has been signed by HHSA staff and the HHSA Director or a member of HHSA Executive Management Team, which shall be defined as Assistant Director or above ("HHSA Executive Management");
- C. County shall not pay for any services that have not been pre-approved by an HHSA Authorization, incomplete or unsatisfactory services, "no shows," cancellations, or telephone calls.
- D. HHSA Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under "Scope of Services" or "Compensation."



- E. Contractor shall not be compensated for services provided to a Client outside the authorized service dates identified on said HHSA Authorization;
- F. A copy of the HHSA Authorization shall be included with the invoice containing the service it pertains to and both documents shall be submitted to HHSA at the address indicated in the Article titled "Compensation for Services." Failure to submit a copy of the HHSA Authorization with Contractor's invoice may result in payment being withheld until said Authorization is submitted.
- G. All required written reports must be submitted along with the invoice.

**Invoices:**

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as a declaration that its contents have been reviewed and approved by Contractor. Photocopied or faxed invoices are not acceptable. Invoices with "white-out" types of corrections will not be accepted. HHSA Authorization or other written authorizations for services shall be attached to invoices. Only the name(s) of Clients listed on the HHSA Authorization shall be listed on the invoice. 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.

Each invoice shall contain all of the following data:

- A. Contractor name, address, and phone number.
- B. Service date(s) and number of Units of Service per service date.
  - 1. Multiple Units of Service: Contractor shall ensure that said invoice clearly documents the date and type of each Unit of Service.
- C. Client name(s).
  - 1. The name of each Client present for each individual service covered by the HHSA Authorization.
  - 2. The names of HHSA Clients covered by the HHSA Authorization being seen at the same time for each "group" type of therapy including but not limited to Group Therapy or Family Therapy.
  - 3. For Court Meeting services, Contractor shall include a list of the names of their clients whose cases were discussed or, for Court cancelled meetings as described in the above service / rate table, scheduled to be discussed during said Court Meeting.
- D. Type of service(s) provided.
- E. Agreement rate for each service provided.
  - 1. All fee(s) charged to County shall be in accordance with the rates as set forth in this Agreement.
- F. Total amount billed to the County of El Dorado under the subject invoice.
- G. Statement verifying Contractor has confirmed Client's appropriate insurance category (see above chart detailing Client insurance coverage) and, if applicable, whether Contractor has billed Client's said health insurance carrier(s) as primary health insurance carrier(s) and, for Clients with private health insurance coverage, if Contractor is only invoicing County for any private health insurance carrier-required co-pays or deductibles.

Contractor is required to submit monthly invoices and reports with a copy of the Authorization, no later than thirty (30) 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 30<sup>th</sup> of the month following the end of a service month, failure to attach the appropriate HHSA Authorization, failure to submit all reports required hereunder, or failure for Contractor to ensure that original invoices are submitted or that required reports contain original verifying signatures shall result in payment(s) being withheld until the appropriate documents are received by staff. Receipt by HHSA 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 and reports shall be sent as follows:

<i><b>For Service(s) Authorized by West Slope HHSA Staff, Please Send Invoices to:</b></i>	<i><b>For Service(s) Authorized by East Slope HHSA Staff, Please Send Invoices to:</b></i>
<p>County of El Dorado Health and Human Services Agency Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667-5321</p>	<p>County of El Dorado Health and Human Services Agency Attn: Accounting Unit 3368 Lake Tahoe Blvd. 100 South Lake Tahoe, CA 96150-7915</p>

For all satisfactory 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) identifying services rendered.

The total contractual obligation under this Agreement shall not exceed \$150,000 for all of the stated services and during the term of the Agreement.

## **ARTICLE VIII**

**Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations, Title CFR45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally Identifiable Information (PII) means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

### **A. Permitted Uses and Disclosures of PII by Contractor.**

1. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor’s



operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.

2. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
  - a. Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
  - b. Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of Contractor.

1. Contractor agrees to safeguards:
  - a. To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
  - b. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
  - c. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
2. Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
  - a. Network based firewall or personal firewall; and
  - b. Continuously updated anti-virus software; and
  - c. Patch-management process including installation of all operating system/software vendor security patches.
3. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
4. Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
5. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired



by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5565. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

#### **ARTICLE XIII**

**Access to Records:** Contractor acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

#### **ARTICLE XXXI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Mark Contois, Assistant Director, or successor.

#### **ARTICLE XXXVII**

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

**Articles XLIV and XLV are hereby added in their entirety to read as follows:**

#### **ARTICLE XLIV**

**Continuous Operation:** Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.



**ARTICLE XLV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**Former Article XXXV is hereby renumbered as Article XLVI and shall read as follows:**

**ARTICLE XLVI**

**Entire Agreement:** This Agreement for Services #337-S1110 and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

Except as herein amended, all other parts and sections of that Agreement #337-S1110 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Mark A. Contois  
Mark Contois,  
Assistant Director  
Health and Human Services Agency

Dated: 1-6-14  
~~1-14-14~~

**Requesting Department Head Concurrence:**

By: Don Ashton  
Don Ashton, M.P.A.,  
Interim Director  
Health and Human Services Agency

Dated: 1-7-2014

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #337-S1110 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 2/11/14

By: Norma Santiago  
Norma Santiago Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: Marcie MacFarland  
Deputy Clerk

Dated: 2/11/14

-- CONTRACTOR --

By: Myrna-Kay Robison, LMFT  
Myrna-Kay Robison, LMFT  
Individually  
"Contractor"

Dated: 01-13-2014

HL