

ORIGINAL

AGREEMENT FOR SERVICES #449-S1010 AMENDMENT III

Therapeutic Counseling and Related Services

THIS AMENDMENT III to that Agreement for Services #449-S1010 made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Tahoe Turning Point, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2494 Lake Tahoe Boulevard, (Mailing; P.O. Box 17509, South Lake Tahoe, CA 96151), South Lake Tahoe, CA 96150 and whose Agent for Service of Process is Richard Barna, 2494 Lake Tahoe Boulevard, Suite B5, South Lake Tahoe, CA 96150; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide "as requested" therapeutic counseling, substance abuse testing services and classes for clients referred by the Department of Human Services ("Client") in accordance with Agreement for Services #449-S1010, dated May 28, 2010, Amendment I to that Agreement, dated January 11, 2011, and Amendment II to that Agreement, dated September 13, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the Department of Human Services has been reorganized to include the Health Services Department and is now known as the Health and Human Services Agency (HHS); and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services, ARTICLE III – Compensation for Services, ARTICLE XX – Notice to Parties, and ARTICLE XXVI – California Residency (Form 590);** and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXVI – Non Resident Withholding and ARTICLE XXXVII - No Third Party Beneficiaries.**

NOW, THEREFORE, the parties do hereby agree that Agreement for Services #449-S1010 shall be amended a Third 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, alcohol and other drug services, substance abuse testing services, parenting classes and/or other requested services ("service") on an "as requested" basis for Clients referred by County's Health and Human Services Agency ("HHSA"). Services shall only be provided following approval via signed, written authorization ("Authorization") by HHSA. 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 ARTICLE III – Compensation for Services.

Whenever possible, 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.

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 they are practicing in.

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 LCSW or MFT 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 LCSW or MFT.

Upon Authorization by HHSA, Contractor shall provide requested services, as indicated in the Agreement, including Alcohol and Drug services as follows:

- (1) A comprehensive Twelve (12) Week Alcohol and Other Drugs (AOD) Program – Drug and Alcohol Education;
- (2) A comprehensive Twelve (12) Week Alcohol and Other Drugs (AOD) Program – Relapse Prevention.

Prior to the admission of clients into the AOD – Drug and Alcohol Education program, clients shall be subject to an Initial Assessment at the Regular Drug Medi-Cal rate for individual counseling. There shall be no Initial Assessment for clients entering the AOD – Relapse Prevention program.

Both programs shall be "client focused" culturally appropriate and designed to provide Client(s) the opportunity to identify, address, and develop self-management skills and strategies regarding the main issues and concerns associated with Client's identified substance misuse. AOD program service weeks do not have to be provided in consecutive order. Services may be provided in nonconsecutive order at the mutual discretion of HHSA and Contractor until the full 12-week program is completed by Client. Services shall be invoiced and pro-rated in either four

(4) week increments or following the completion of four (4) group counseling sessions, whichever comes first, according to Client's actual program participation.

Pro-rated AOD program weekly rates shall not apply to Client(s) who participate in the program for only one to seven days and, for whatever reason, do not continue with the entire program. Services provided for Clients who attend for one to seven days shall be invoiced using standard service rates (i.e. Regular Drug Medi-Cal rates for therapeutic counseling and actual testing rates for drug services provided).

Pro-rated AOD program weekly rates shall also not apply to Client(s) who participate in the program more than seven (7) days but less than the four (4) week period or the four (4) group counseling sessions and, for whatever reason, do not continue with the entire program. These Client(s) shall be invoiced using AOD service rates (i.e. therapeutic counseling rates for 30-minute individual sessions at \$12.50 each session; \$27.50 for 90-minute group counseling sessions; and \$25.83 for each random drug test).

Said AOD programs shall include but not be limited to the following components:

- Individual counseling (6x30 minute sessions)
- Group counseling (12x90 minute sessions)
- Random drug tests (6x5-panel UA;1 ETG)

Additionally, Client shall be required to attend a total of fifteen (15) Narcotics Anonymous (NA) and/or Alcoholic Anonymous (AA) meetings and shall be required to provide proof of meeting attendance to vendor. Vendor shall monitor Client's attendance at NA or AA meetings. Contractor shall not charge County for monitoring Client's attendance at said meetings.

All case management and report writing requirements are included in the cost of this program. Invoices shall identify the service date(s) and the number of units of service provided per Client per each service date.

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 by HHSA via an Authorization, incomplete services, "no shows," cancellations, telephone calls or for the preparation of initial visit reports or bimonthly Client progress reports.

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 via an Authorization by HHSA and services have been initiated by Contractor, Contractor may not make any alterations without first securing a revised Authorization from the appropriate HHSA staff.

AOD Reports. No later than thirty (30) days after the end of the initial date of Client service and each service month thereafter, 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.

Bimonthly Client Progress Reports - Contractor shall provide appropriate 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 and ongoing treatment goals (see Revised 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 Revised 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 Regular Drug Medi-Cal (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.

The above written reports are a required deliverable of this Agreement and Contractor's failure to provide them to HHSA within the time limits described shall result in payment being withheld until the written reports have been received. . Contractor shall submit said written reports to the appropriate staff as follows:

<i>West Slope Contractors Send Reports To:</i>		<i>East Slope Contractors Send Reports To:</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 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 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 or County-defined normal business hours and days, which may include evenings and weekends. Contractor-defined "after-hours" appointments shall be approved via Authorization by appropriate staff. Furthermore:

1. Contractor shall obtain an Authorization from HHSa that has been signed by the appropriate HHSa 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 an Authorization that has been signed by the appropriate staff person(s) and the HHSa Director or a member of HHSa Executive Management;
3. Perinatal services are not included in this Agreement unless explicitly addressed under "Scope of Services" or as otherwise pre-approved via an Authorization by a member of HHSa Executive Management prior to the commencement of perinatal services;
4. HHSa Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, all service(s) provided by Contractor to HHSa Client(s), including but not limited to services not explicitly addressed under "Scope of Services" or "Compensation";
5. No service shall commence without an Authorization;
6. Contractor shall not be compensated for services provided to a Client outside the authorized service dates identified on the Authorization;
7. A copy of the Authorization from HHSa 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 entitled "Compensation for Services." Failure to submit a copy of the Authorization from HHSa with Contractor's invoice may result in payment being withheld until the Authorization is submitted.

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>Client Insurance Category</i>	<i>Procedures to follow to receive payment for services</i>
Uninsured Clients	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.
Medi-Cal Clients with no "share of costs"	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).

Medi-Cal Clients with “share of costs”	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, or any other amount(s).
Clients with private health insurance coverage	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, 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:

1. 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 Alcohol and Drug Programs (ADP) at the following website address: <http://www.adp.ca.gov>.¹
2. 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.²

¹ The California ADP Bulletin contains information on the most current DMC rates and can be found at <http://www.adp.ca.gov> and 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 the most 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.

² 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>

SERVICE	RATE
<p>AOD Reports. No later than thirty (30) days after the end of the initial date of Client service and each service month thereafter, 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.</p>	N/A
<p>Bimonthly Client Progress Reports. No later than thirty (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.</p>	N/A
<p>Court Appearances. Upon subpoena by County and prorated for time actually spent at the pertinent court session. Travel time shall not be included in the reimbursement for these services.</p>	Current Regular Drug Medi-Cal Reimbursement Rate for Outpatient Drug Free (ODF) Individual Counseling UOS* Rate
<p>Court Documents Preparation. 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.</p>	Current Regular Drug Medi-Cal Reimbursement Rate for Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<p>Family Therapy Session. 90 minutes per session upon written request via Authorization 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.</p>	Current Regular Drug Medi-Cal Reimbursement Rate for Outpatient Drug Free (ODF) Group Counseling UOS Rate per each attending family member
<p>Group Counseling Session. 90 minutes per session and per group therapy participant upon written request via Authorization 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.</p>	Current Regular Drug Medi-Cal Reimbursement Rate for Outpatient Drug Free (ODF) Group Counseling UOS Rate
<p>Individual Counseling Session. 50-60 minutes per session and per individual upon written request via Authorization by County. Multiple Units of Service shall be allowed upon approval of Caseworker.</p>	Current Regular Drug Medi-Cal Reimbursement Rate for Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<p>Initial Assessment Results plus Initial Assessment, AOD and/or Treatment Plan Report(s). Any reports, results and/or treatment plans resulting from Client's Initial Assessment, including but not limited to any relevant laboratory testing and/or substance abuse testing results, shall be provided to County within 21</p>	N/A

<p><i>days of Client's Initial Assessment at no charge to County.</i></p>	
<p>Initial Assessment. <i>50-60 minutes per Initial Assessment and per individual upon written request by County. Initial Assessment shall include face-to-face interviews and all required or relevant laboratory testing, including but not limited to substance abuse testing, at no additional cost to County. The definition of Initial Assessment as it applies to this Agreement is an initial process that identifies Clients who are likely to have alcohol or other drug (AOD) disorders with associated behavioral disorders. Only one (1) Initial Assessment per Client shall be allowed.</i></p>	<p>Current Regular Drug Medi-Cal Reimbursement Rate for Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Multidisciplinary Team Meeting. <i>Upon written request via Authorization 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 Contractor's staff or assigns to be regular standing members.</i></p>	<p>Current Regular Drug Medi-Cal Reimbursement Rate for Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>12 Week AOD Program – Drug and Alcohol Education or 12 Week AOD Program – Relapse Prevention. <i>Upon written request by HHSa, Contractor shall provide a comprehensive 12 Week AOD Program for Drug and Alcohol Education or a 12 Week AOD Program for Relapse Prevention. AOD program service weeks do not have to be provided in consecutive order. Services may be provided in nonconsecutive order at the mutual discretion of HHSa and Contractor until the full 12-week program is completed by Client. Services shall be invoiced and pro-rated in four (4) week increments or following the completion of four (4) group counseling sessions, whichever comes first, according to Client's actual program participation.</i></p>	<p>A \$560 per Client. Program service weeks shall be billed in four (4) week increments or the upon the completion of four (4) group counseling sessions, whichever comes first, according to Client's actual program participation as follows:</p> <ol style="list-style-type: none"> 1 \$180.00 (first four (4) weeks/group counseling); 2 \$180.00 (second four (4) weeks/group counseling); 3 \$200.00 (final four (4) weeks/group counseling) <p>B Services provided for Clients who attend the AOD program for only one to seven days shall be invoiced using normal service rates for provided services (i.e. Regular Drug Medi-Cal rates for therapeutic counseling and actual testing rates for drug services provided), as further detailed in this service rate schedule.</p>

	C Services provided for Clients who attend more than seven (7) days but less than a complete four (4) week/group counseling shall be invoiced using AOD service rates as follows: 30- minute individual therapeutic counseling sessions at \$12.50 each session; 90-minute group counseling sessions at \$27.50 each session; and \$25.83 for each random drug test.
5 Panel UA	\$20.00
9 Panel UA	\$40.00
EtG Substance Abuse Test	\$25.00
EtG Substance Abuse Test and 5 Panel UA combo	\$45.00
EtG Substance Abuse Test and 9 Panel UA combo	\$65.00
Parenting Classes	\$35.00 per Client, per class

• UOS = Unit of Service

Contractor shall submit an original invoice together with the Authorization 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 its 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 HHSA service 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.
- It is a requirement of this Agreement that all written reports and invoices submitted to HHSA shall contain the original hand-written "wet" signature ("original signature") of the

Contractor. It is recommended that all original signatures be made using blue ink. The Contractor's signature shall act as an unsworn declaration that the contents of the written report(s) or invoices have been reviewed and approved by Contractor. No electronic signatures ("E-signatures"), "stamped" signatures (i.e., rubber stamps), initials, or any type of signature other than an original hand-written "wet" signature will be accepted.

County shall not pay for any services that have not been pre-approved by HHSa via an Authorization as described above, 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 will not be accepted.

Contractor is strongly advised to submit monthly invoices to HHSa along with a copy of the Authorization 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 15th of the month following the end of a service month, failure to attach the Authorization, failure to submit all reports required hereunder, or failure for Contractor to have original signatures on invoices or required reports may result in payment 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 shall be sent as follows:

<i>For Service(s) Authorized by West Slope HHSa Staff, Please Send Invoices to:</i>	<i>For Service(s) Authorized by East Slope HHSa Staff, Please Send Invoices to:</i>
<p>County of El Dorado Health and Human Services Agency Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667</p>	<p>County of El Dorado Health and Human Services Agency 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) identifying services rendered.

The total contractual obligation under this Agreement shall not exceed \$325,000.00 for both the stated services and term.

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
HEALTH AND HUMAN SERVICES AGENCY
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:

TAHOE TURNING POINT, INC.
P.O. BOX 17509
SOUTH LAKE TAHOE, CA 96151
ATTN: RICHARD BARNA, EXECUTIVE DIRECTOR

Or to such other location as Contractor directs.

ARTICLE XXVI

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Contractor shall be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXXVI

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

ARTICLE XXXVII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

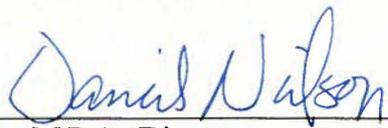
Except as herein amended, all other parts and sections of that Agreement #449-S1010 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

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

Dated: September 21, 2012

REQUESTING DEPARTMENT HEAD CONCURRENCE:

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

Dated: 9-24-2012

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement #449-S1010 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
John R. Knight, Chair
Board of Supervisors
"County"

Dated: _____

ATTEST:
Terri Daly,
Acting Clerk of the Board of Supervisors

By: _____

Dated: _____

-- CONTRACTOR --

TAHOE TURNING POINT, INC.
A CALIFORNIA CORPORATION

By:  _____
Richard Barna, Executive Director
"Contractor"

Dated: 10-1-12

SICH



El Dorado County
Dept. of Human Services-Social Services Division
Bimonthly Client Progress Report

Provider's Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Client's Name: _____

Social Worker and/or Employment & Training Worker's Name: _____

Dates of sessions since last report (please indicate no shows by writing "N/A" next to the date):

Three horizontal lines for entering session dates.

Assessment, goals and treatment plan:

Five horizontal lines for entering assessment and treatment plan details.

Progress since last report:

Five horizontal lines for entering progress since last report.

Please complete a progress report on each client referred by the El Dorado County Department of Human Services-Social Services Division on a bimonthly basis and send the report to the appropriate office listed below:

Table with 2 columns: West Slope Vendors, send report to: and East Slope Vendors, send report to:. Each column lists Social Worker's Name and E&T Worker's Name with their respective addresses.

Provider's Signature _____

Date _____