

# ORIGINAL

## AGREEMENT FOR SERVICES #308-S1211 AMENDMENT IV

Therapeutic Counseling and Related Services

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This Amendment IV to that Agreement for Services #308-S1211, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and James N. Hardwick, a sole proprietor, doing business as New Leaf Counseling Services, duly qualified to conduct business in the State of California, whose principal place of business is 1254 High Street, Auburn, CA 95603 (Mailing: 4673 Thornton Avenue, Suite A, Fremont, CA 94536) (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide therapeutic counseling services, in-patient and out-patient substance abuse treatment services, and drug testing services on an "as requested" basis for women and women with children (Client) referred by the County of El Dorado Health and Human Services Agency (HHSA), in accordance with Agreement for Services #308-S1211, dated February 7, 2012, Amendment I to Agreement for Services 308-S1211 dated October 1, 2013, and Amendment II to Agreement for Services dated June 17, 2014, and Amendment III to Agreement for Services dated October 31, 2014, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to Amendment IV of said Agreement, hereby amending **Article III – "Compensation for Services," Article VII – "Nondiscrimination," Article XXI – "Default, Termination and Cancellation," Article XXVII – "California Residency (Form 590)," Article XXIV – "Insurance," Article XXXI – "Administrator," and Article XXXIV – "Venue;"** and

**WHEREAS**, the parties hereto have mutually agreed to add **Articles XLVI - "Nonresident Withholding"** and **Article XLVII - "Licenses"** and renumber **Article XLVI "Entire Agreement to accommodate the addition of the two Articles;** and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #308-S1211 shall be amended a fourth time as follows:

**Articles III, VII, XXI, XXVII, XXIV, XXXI and XXXIV** are amended in their entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** Services shall be billed using the County standardized rate structure, which shall use the most current DMC Substance Use Disorder 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 DMC rates are located on the California Department of Health Care 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>

<i>Service</i>	<i>County Standardized Rate</i>
<i>Court Appearances. Upon Court subpoena and pro-rated for time actually spent at the pertinent court session. If Court Appearance is cancelled, Contractor may not invoice for the appearance.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling Unit of Service (UOS) Rate
<i>Court Documents Preparation. 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.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling Unit of Service (UOS) Rate
<i>Court Meetings. 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.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
<i>Family Therapy Session. 60 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 request.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate

<sup>1</sup> The California Dept. of Health Care Services (<http://www.dhcs.ca.gov>) lists the current Drug Medi-Cal rates. Click on “Forms, Laws, & Publications” and type “Proposed Drug Medi-Cal Rates” in the “Search” bar.

<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>



<i>Service</i>	<i>County Standardized Rate</i>
<b>Group Counseling Session.</b> 60 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 two (2) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon request.	Current Drug Medi-Cal Rate for Regular or Perinatal DMC Outpatient Drug Free Group Counseling UOS Rate per each attending family member
<b>Individual Counseling Session.</b> 50-60 minutes per session and per individual upon written request via HHSA Authorization. Multiple Units of Service need approval from appropriate HHSA staff.	Current Drug Medi-Cal Rate for Regular or Perinatal DMC Outpatient Drug Free Group Counseling UOS Rate per each attending family member
<b>Initial AOD Assessment.</b> 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.	Current Drug Medi-Cal Rate for Regular or Perinatal DMC Outpatient Drug Free Group Counseling UOS Rate per each attending family member
<b>Initial Assessment Results plus Initial Assessment AOD and/or Treatment Plan Report(s).</b> 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 thirty (30) calendar days of Client's initial Assessment, at no charge to County.	No Charge
<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 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.	No Charge
<b>Monthly Client Progress Reports.</b> 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	No Charge



<i>Service</i>	<i>County Standardized Rate</i>
<i>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>	
<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>	No Charge

<i>Substance Abuse Tests</i>	<i>Rate</i>
<b>Substance Abuse EtG Testing.</b> <i>Includes urinalysis collection and written analysis of test findings. Multiple Units of Service shall be allowed upon approval of Caseworker. All results, positive, and negative shall be faxed to Caseworker within three (3) business days.</i>	Not to exceed \$24.95 per test
<b>Urinalysis Screening.</b> <i>UA P08 screen includes urinalysis collection and written analysis of test findings. Multiple Units of Services shall be allowed upon approval of Caseworker. All results, positive and negative, shall be faxed to Caseworker within three (3) business days.</i>	Not to exceed \$9.00 per test
<i>Residential Services</i>	<i>Rate</i>
Women's Residential Services, includes Parenting and Perinatal* Women	Current Drug Medi-Cal Rate for Perinatal DMC for Residential Treatment UOS Rate
Women's Transitional Living Services, includes Parenting and Perinatal Women	\$19.73 per day
Children with Parenting or Perinatal Women in Transitional Living Services	\$.85/day per child

*\*Parenting Woman:* A female who is in one or more of the following categories: 1) Has custody of a dependent child age 0-17 years; 2) Is attempting to regain legal custody of a child age 0-17 years; 3) Has voluntarily placed a child age 0-17 years with a caregiver and is attempting to parent. *Perinatal Drug Medi-Cal:* Drug Medi-Cal substance abuse services that are provided to pregnant or postpartum women. The Drug Medi-Cal defined postpartum period is sixty (60) days from the date pregnancy terminated plus the days remaining until the end of the month in which the pregnancy terminated.

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 for Services;”
- B. Prior to providing any Client service(s) NOT detailed under “Scope of Service” or “Compensation for Services” 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 for Services.”
- 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.

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.

The total contractual obligation under this Agreement shall not exceed \$300,000.00 for both the stated services and term.

## **ARTICLE VII**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.



- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XXI**

### **Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

## **ARTICLE XXVII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors 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. The Contractor will 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 the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### ARTICLE XXIV

**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 Worker's Compensation and Employer's 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 and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. 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 will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. 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 term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the 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 will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only



insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. The County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the 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 the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. 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 Risk Management, as essential for protection of the County.

**ARTICLE XXXI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Patty Moley-Dunn, Assistant Director of Human Services, or successor

**ARTICLE XXXIV**

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

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**Articles XLVI and XLVII are hereby added as follows:**

**ARTICLE XLVI**

**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 XLVII**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

**Former Article XLVI – “Entire Agreement” is hereby renumbered as Article XLVIII and shall read as follows:**

**ARTICLE XLVIII**

**Entire Agreement:** This document 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.

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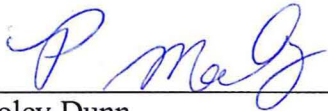
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Except as herein amended, all other parts and sections of that Agreement #308-S1211 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Patty Moley-Dunn  
Assistant Director Human Services  
Health and Human Services Agency

Dated: 7/20/15

**Requesting Department Head Concurrence:**

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

Dated: 7/21/15

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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to that Agreement for Services #308-S1211 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 8/25/15

By: Brian Veerkamp  
Brian Veerkamp, Chair  
Board of Supervisors  
"County"

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

By: James S. Mitrisin  
Deputy Clerk

Dated: 8/25/15

-- CONTRACTOR --

By: James N. Hardwick  
James N. Hardwick, individually and dba  
New Leaf Counseling Services  
"Contractor"

Dated: 7/26/15

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