

ORIGINAL

AGREEMENT FOR SERVICES #562-S0910 AMENDMENT II

Therapeutic Counseling and Related Services

THIS AMENDMENT II to that Agreement for Services #562-S0910 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 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; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide "as requested" therapeutic counseling services, in-patient and out-patient substance abuse treatment services and drug testing on an "as requested" basis for women and women with children ("Client") referred by the Department of Human Services in accordance with Agreement for Services #562-S0910, dated April 7, 2009, effective February 28, 2009, and Amendment I to that Agreement dated November 2, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services, ARTICLE III – Compensation for Services, ARTICLE V – Conflict of Interest, ARTICLE XI – Nondiscrimination, ARTICLE XIX – Notices to Parties, ARTICLE XXXIII – Annual Audit and ARTICLE XXXIV - Accounting Systems and Financial Records**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXV- Debarment and Suspension Certification**.

NOW, THEREFORE, the parties do hereby agree that Agreement for Services #562-S0910 shall be amended a Second 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, in-patient and out-patient substance abuse treatment services and drug testing services (service) on an "as requested" basis for women and women with children (Client) referred by the Department of Human Services (DHS). Multiple units of service (Multiple Units) shall be defined as one or more units of same or similar service(s) provided to Client(s) on a single day.

Whenever possible, services shall be provided by a Licensed Clinical Social Worker (LCSW) or

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

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

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

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

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

Court Documents - Upon request, and within the time limit specified by County, Contractor shall provide Caseworker with comprehensive written reports for County's use in court. Contractor shall be compensated for the report(s) at the DMC rate for Program Code 20 (Regular DMC) individual counseling session rate with a maximum limit of a two (2) session rates charged per report. The written initial visit report is specifically excluded from the court documents reimbursement rate, as this service shall be provided at no charge to County and as further defined under "Initial Visit Report", above.

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

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<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 DMC rate for Program Code 20 (Regular DMC) individual counseling session rate for time actually spent at the subpoenaed court session. Travel time shall not be included in the reimbursement for these services.

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

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

1. Contractor shall obtain written authorization from DHS signed by the appropriate DHS staff person(s) prior to providing any service(s) to any Client(s) detailed under "Scope of Service" or "Compensation";
2. Prior to providing any service(s) NOT detailed under "Scope of Service" or "Compensation" to Client(s), Contractor shall obtain written authorization from DHS that has been signed by the appropriate DHS staff person(s) and either the DHS Director, Assistant Director or Chief Fiscal Officer ("Executive Management");
3. Perinatal services are not included in this Agreement unless explicitly addressed under "Scope of Services" or as otherwise approved in writing by the DHS Executive Management prior to the commencement of perinatal services;
4. DHS Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, all service(s) provided by Contractor to DHS Client(s), including but not limited to services not explicitly addressed under "Scope of Services" or "Compensation";
5. No service shall commence without prior written authorization from DHS;
6. A copy of the written authorization to perform the service shall be included with the invoice containing the service it pertains to and both documents shall be submitted to DHS Accounting at the address indicated below in "Compensation" for reimbursement. Failure to submit the written approval with Contractor's invoice may significantly delay payment.

ARTICLE III

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

Client Insurance Category	Procedures to follow to receive payment for services
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(s) 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(s) 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(s) or any other amount(s). If Client’s private health insurance company does not cover the ordered service(s), Contractor shall follow the above procedures for Uninsured Clients.

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

- DMC rates are for reimbursement reference purposes only and any descriptive information contained within the DMC rate schedule shall not apply to this Agreement unless otherwise specifically addressed. California-approved Drug Medi-Cal DMC reimbursement rates are located on the California Department of Alcohol and Drug Programs (ADP) website at the

following website address: <http://www.adp.ca.gov>.¹

- DMC rates shall be subject to an annual adjustment in order to match the most current State-approved DMC rate schedule. Any rate adjustments shall become effective the first day of the month that follows the State’s announcement of its formal adoption of the State budget.

SERVICE	COUNTY STANDARDIZED DMC RATE
Initial Assessment. 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 Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
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 days of Client’s Initial Assessment at no charge to County.	N/A
Monthly AOD Reports. No later than thirty (30) days after the end of each 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.	N/A
Individual Counseling Session. 50-60 minutes per session and per individual upon written request by County. Multiple Units of Service shall be allowed upon approval of Caseworker.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Family Therapy. 90 minutes per session upon written request by County and wherein one (1) or more therapists or counselors treat no more than twelve	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services)

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

<p><i>(12) family members at the same time. Multiple Units of Service shall be allowed upon approval of Caseworker.</i></p>	<p>Outpatient Drug Free (ODF) Group Counseling UOS Rate per each attending family member</p>
<p>Group Counseling. <i>90 minutes per session and per group therapy participant upon written request by County and wherein one (1) or more therapists or counselors treat no less than three (3) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon approval of Caseworker.</i></p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate</p>
<p>Residential (non-perinatal) Treatment (per bed day). <i>Upon written request by County. Perinatal residential is gender-specific residential services tailored to meet the recovery and treatment needs of women and their children. Services are provided by program-designated personnel and include the following elements: personal recovery/treatment planning, educational sessions, social/recreational activities, individual and group sessions and information about and may include assistance in obtaining health, social, vocational and community services</i></p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) for Day Care Rehabilitative (DCR) UOS Rate</p>
<p>Residential Perinatal Treatment (per bed day). <i>Upon written request by County. Perinatal residential is gender-specific residential services tailored to meet the recovery and treatment needs of women and their children. Services are provided by program-designated personnel and shall include the following elements: personal recovery/treatment planning, educational sessions, social/recreational activities, individual and group sessions and information about and may include assistance in obtaining health, social, vocational and community services.</i></p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Perinatal Services) for Day Care Rehabilitative (DCR) UOS Rate</p>
<p>Transitional Living, including Perinatal Transitional Living (per bed day). <i>Upon written request by County. A clean and sober living environment meeting the requirements of the California Association of Recovery Homes voluntary certification process. Clients in transitional housing shall be encouraged to actively seek permanent housing, work toward a high school diploma or GED if they do not possess one and, if unemployed, begin an intensive job search within 72 hours of entering transitional housing.</i></p>	<p>Not to exceed \$450.00 monthly per adult and \$25.00 monthly per child</p>
<p>Bimonthly Client Progress Reports. <i>No later than (30) days after the end of each second service month, Contractor shall provide the caseworker, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with</i></p>	<p>N/A</p>

<i>each Client, their progress, and ongoing treatment goals.</i>	
Multidisciplinary Team Meeting. <i>Upon written request by County and for time actually spent in the meeting. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams in which County considers Contractor or Contractor's staff or assigns to be regular standing members.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Court Appearances. <i>Upon subpoena by County and pro-rated for time actually spent at the pertinent court session. Travel time shall not be included in the reimbursement for these services.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Court Documents Preparation. <i>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.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Substance Abuse EtG Testing. <i>Includes urinalysis collection and written analysis of test findings. Multiple Units of Service shall be allowed upon approval of Caseworker.</i>	Not to exceed \$24.95 per test
Urinalysis Screening. <i>UA PO7 screen includes urinalysis collection and written analysis of test findings. Multiple Units of Services shall be allowed upon approval of Caseworker</i>	Not to exceed \$9.00 per test

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

- Contractor name, address and phone number.
- Service date(s) and number of units of service per service date.
 - Multiple Units of Service: Contractor shall ensure that their Invoice clearly documents the date and type of each unit of service.
- Client name(s). List the name(s) of each Client present for each service covered by the written authorizations, including the names of all Clients being seen at the same time for said service, such as Family Therapy.
- Type of service(s) provided.
- Agreement rate for each service provided
 - All fee(s) charged to County shall be in accordance with the rates as set forth in this Agreement.
- Total amount billed to the County of El Dorado under the subject invoice.
- Statement verifying Contractor has confirmed Client's appropriate insurance category (see chart above) and, if applicable, Contractor has billed Client's said health insurance carrier(s) as primary health insurance carrier(s) and, for Clients with private health insurance coverage, Contractor is only invoicing County for any private health insurance carrier-required co-pays

or deductibles.

- Contractor’s signature confirming fees charged and verifying that all information on the invoice is valid and correct. It is requested, but is not a requirement of this Agreement, that all original signatures be made using blue ink.

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

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

Invoices are to be sent as follows:

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

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

The total contractual obligation under this Agreement shall not exceed \$85,000.00 for both the stated services and term.

ARTICLE V

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any

financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either Party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."

ARTICLE XI

Nondiscrimination: Assurance of compliance with the County of El Dorado Department of Human Services nondiscrimination in State and Federally assisted programs requirements as follows:

Contractor hereby agrees that they shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) .Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, shall be prohibited.

By accepting this assurance, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or Federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

ARTICLE XIX

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

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

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

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

Notices to Contractor shall be addressed as follows:

NEW LEAF COUNSELING SERVICES
1254 HIGH STREET
AUBURN, CA 95603
ATTN: JAMES HARDWICK, PRESIDENT

or to such other location as Contractor directs.

ARTICLE XXXIII

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

OMB A-133 is available at <http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html>

ARTICLE XXXIV

Accounting Systems and Financial Records: Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 Code of Federal Regulations (CFR), Part 92 and all current revisions of OMB Circular A-122. More particularly, Contractors are responsible for complying with OMB Circular A-122 and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from DHS Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of OMB Circular A-122. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the LSA issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the *Federal Register* and the CFR. An electronic CFR (e-CFR) is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

ARTICLE XXXV

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

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

F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 C.F.R. Part 76.


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

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

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments,


Except as herein amended, all other parts and sections of that Agreement #562-S0910 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

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

Dated: August 16, 2011

Requesting Department Head Concurrence:

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

Dated: 8-16-2011

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #562-S0910 on the dates indicated below.

- - COUNTY OF EL DORADO - -

By: _____
Chair
Board of Supervisors
"County"

Dated: _____

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

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

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

Dated: 8/24/11



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 recording session dates.

Assessment, goals and treatment plan:

Five horizontal lines for writing the assessment and treatment plan.

Progress since last report:

Five horizontal lines for writing progress since the 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; East Slope Vendors, send report to. Each column lists Social Worker's Name and E&T Worker's Name with their respective addresses.

Handwritten signature of the provider over the line 'Provider's Signature'.

Handwritten date 8/24/11 over the line 'Date'.