

COPY

AGREEMENT FOR SERVICES #562-S0910
AMENDMENT I

THIS AMENDMENT I 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, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services, ARTICLE III – Compensation for Services, ARTICLE VII – Access to Records and ARTICLE X – Medi-Cal Screening**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXI – Lobbying Certification, ARTICLE XXXII – Fingerprinting, ARTICLE XXXIII – Annual Audit and ARTICLE XXXIV- Accounting Systems and Financial Records.**

NOW, THEREFORE, the parties do hereby agree that Agreement for Services #562-S0910 shall be amended a First time as follows:

ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary to provide single or multiple units or sessions of therapeutic counseling and related services (service) on an "as requested" basis to clients (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 and as more fully defined under ARTICLE III- Compensation. Said services shall include but not be limited to 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 as requested by County.

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 assessment 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 as described above.

Services shall be provided during Contractor-defined normal business hours and days, which may include evenings and weekends. Contractor-defined "after-hours" appointments must be approved in writing by the Client's caseworker (Caseworker) and Caseworker's supervisor (Supervisor) and billed at Contractor's normal business rate and using the County standardized rate structure, more fully defined in ARTICLE III-Compensation, and which uses the current California State-approved Drug Medi-Cal (DMC) Program Code 20 (Alcohol and Drug Services) reimbursement rates for Program Code 20 (Alcohol and Drug Services) and Program Code 25 (Perinatal Services) rate (DMC rates) as its benchmark. Said DMC rates are for rate reimbursement reference purposes only and any information contained within the California State-approved Drug Medi-Cal Rate Schedule and not specifically addressed in this Agreement including but not limited to the definition of Multiple Units of service does not apply to this DHS Agreement.

For DHS Contractors, any changes to DMC rates by the State shall become effective the first day of the month following the month that the State announces the approval of any change(s), i.e. formal adoption of the State budget. Additionally:

1. Prior to the commencement of work for any services explicitly addressed under "Scope of Service" or "Compensation", Contractor shall obtain written authorization from DHS that has been signed by the appropriate Caseworker and Supervisor;
2. Prior to the commencement of work for any services NOT explicitly addressed under "Scope of Service" or "Compensation", Contractor shall obtain written authorization from DHS that has been signed by the appropriate Caseworker and Supervisor and DHS Director, Assistant Director or Chief Fiscal Officer (Executive Management) and.
3. Perinatal services are included in this Agreement.
4. DHS reserves the right to review and request written approval of and reimbursement for, on a case-by-case basis, all service(s) that have been provided by Contractor to Client(s), including but not limited to services not explicitly addressed under "Scope of Service" or "Compensation", from the DHS Executive Management. If reviewed services are approved for reimbursement by Executive Management, the original of said written approval shall accompany Contractor's invoice and shall be forwarded to County's Auditor-Controller's Office for reimbursement for services. County's Auditor-Controller's Office shall reimburse Contractor for all DHS reviewed services that have received written approval for reimbursement from DHS Executive Management.

Services shall not commence without one of the above signed authorizations. A copy of all written authorizations must be included with any invoices submitted for payment. Failure to do so could delay payment. County shall not pay for any services that have not been pre-approved in writing, "no shows," cancellations, telephone calls or for the preparation of initial assessment reports and treatment plan reports or bimonthly Client progress reports as more fully detailed as follows:

Initial Assessment Report - Within twenty-one calendar (21) days of Client's initial assessment,

Contractor shall provide Caseworker, at no charge to County, with a written initial assessment report and treatment plan report of Client's needs including the 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 and services have been initiated, Contractor must secure prior written approval from the appropriate Caseworker, Supervisor and program manager (Program Manager) before commencing with additional Contractor recommendations or before making any changes to the authorized treatment plan report including but not limited to type of therapy and number/frequency of sessions.

Bimonthly Client Progress Reports - No later than (30) days after the end of each second service month. 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 Revised Exhibit "A", marked "Bimonthly Client Progress Report," incorporated herein and made by reference a part hereof). 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. Progress reports shall be considered a required deliverable and services shall be considered incomplete until such date as said reports are received and approved in writing by the appropriate Department of Human Services' Caseworker and Supervisor or Program Manager. Failure to provide said progress report may delay payment for other preauthorized services, as said report is a required deliverable.

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 at the DMC rate for Program Code 20 (Alcohol and Drug Services) individual counseling session rate with a maximum limit of a two (2) session rates charged per report. The written initial assessment report and treatment plan report are specifically excluded from the court documents reimbursement rate, as these services shall be provided at no charge to County as defined under "Initial Assessment Report," above.

Court Appearances and/or Multidisciplinary Team Meetings - Upon subpoena by County, Contractor shall attend court sessions. Upon request by County, Contractor shall attend multidisciplinary team meetings. County shall only pay Contractor for court appearances when County subpoenas Contractor or 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 (Alcohol and Drug Services) individual counseling session rate for time actually spent at the pertinent court session or in the meeting. Travel time shall not be included in the reimbursement for these services.

Contractor shall submit all required written reports within the time limits detailed above to the appropriate Caseworker at the address below:

West Slope Contractors Send Reports To:		East Slope Contractors Send Reports To:	
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)

Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are received and approved in writing by the appropriate Department of Human Services' Caseworker and Supervisor or Program Manager. Compensation for services shall not be provided for incomplete services. Written authorizations for services and subsequent approvals of reports shall be attached to invoices.

ARTICLE III

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

Client Categories	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 any amount 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 not bill either Client or County for any co-pay or deductible amounts.
Medi-Cal Clients with "share of costs"	Contractors who are Medi-Cal providers shall bill Medi-Cal for authorized service(s) provided and bill County for Client's share of costs, up to the rate amount set forth in this Agreement. Contractor shall not bill Client for any co-pay or deductible amounts.
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 not require Clients to pay any co-pay or deductible amounts. If Client's private health insurance company does not cover the ordered service(s), Contractor shall follow the above procedure for Uninsured Clients.

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's approval of received itemized invoice(s) identifying Client services rendered and containing all data specified herein below. Contractor shall submit monthly invoices 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 service or failure to submit all reports required hereunder shall result in a significant delay in reimbursement. Receipt by County of invoices submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Contractor shall be required to submit a new invoice containing any missing information, which shall significantly delay reimbursement. 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: If Multiple Units of service are provided on a single day, enter reason on invoice. Contractor shall ensure that their Client record and Invoice clearly documents the date, the time of day, reason and type of each Multiple Units of same service. Examples of acceptable reasons include but are not limited to:
 - Client could not receive all necessary services at one time.
 - Crisis visit.
 - Hardship.
 - Collateral services.
- 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 DMC rates as set forth in this Agreement.
- Total amount billed to El Dorado County under the subject invoice.
- Statement verifying Contractor has confirmed Client’s appropriate insurance category (see chart above) and, if applicable, Contractor has billed said health insurance carrier(s) as primary health insurance carrier(s) and is only invoicing County for any 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.

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. 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>
El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667	El Dorado County Department of Human Services Attn: Accounting Unit 3368 Lake Tahoe Blvd. #100 South Lake Tahoe, CA 96150

The billing rate for services specifically listed under ARTICLE I - Scope of Services or ARTICLE III - Compensation for Services shall be at the County standardized rate structure, which uses the current California State-approved Drug Medi-Cal (DMC) Program Code 20 (Alcohol and Drug Services) reimbursement rates for Program Code 20 (Alcohol and Drug Services) and Program Code 25 (Perinatal Services) rate (DMC rates) as its benchmark. Said DMC rates are for rate reimbursement reference purposes only and any information contained within the California State-approved Drug Medi-Cal Rate Schedule and not specifically addressed in this Agreement including but not limited to the definition of Multiple Units of service does not apply to this DHS Agreement.

Any changes to DMC rates by State shall, for the purposes of this DHS Agreement, become effective on the first day of the month following the month that State announces the approval of any change(s) to the DMC rates, i.e. formal adoption of State budget. California-approved Drug Medi-Cal DMC Program Code 20 and Program Code 25 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

SERVICE	COUNTY BENCHMARK RATE
Initial Screening or Intake. 50-60 minutes per initial screening or intake and per individual upon written request by County. Initial screening or intake shall include all required or relevant laboratory testing, including substance abuse testing, at no additional cost to County. The definition of initial screening or intake as it applies to this Agreement is an initial process that identifies Clients who are likely to have alcohol or other drug (AOD) problems and indicates which Clients need AOD assessment. Only one [1] initial screening or intake 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 Screening or Intake Results or Reports. Results or reports from or as a result of any relevant laboratory testing, including substance abuse testing, shall be supplied to County within 14 days of Client's Initial Screening or Intake at no charge to County.	N/A
AOD Assessment (initial and ongoing) Report and Treatment Plan Report(s). Due within 21	N/A

¹ To locate the California ADP Bulletin containing information on the most current DMC reimbursement rates, "click" on "ADP Bulletins & Letters" (found on the main page of the ADP website address noted above or under its "Service Providers" column) and then 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). "Clicking" on the Exhibit link embedded in the Bulletin will take you to the most current DMC rate chart.

<i>days of Client's AOD assessment at no charge to County.</i>	
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. 1.5 hours per session upon written request by County and wherein one (1) or more therapists or counselors treat no more than twelve (12) family members at the same time. Multiple Units of Service shall be allowed upon approval of Caseworker.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate per each attending family member
Group Counseling. 1.5 hrs per session and per group therapy participant upon written request by County and wherein one (1) or more therapists or counselors treat no less than three (3) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon approval of Caseworker.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
Residential (non-perinatal) Treatment (per bed day). 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	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) for Day Care Rehabilitative (DCR) UOS Rate
Residential Perinatal Treatment (per bed day). 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.	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Perinatal Services) for Day Care Rehabilitative (DCR) UOS Rate

<p>Transitional Living, including Perinatal Transitional Living (per bed day). 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.</p>	<p>Not to exceed \$450.00 monthly per adult and \$25.00 monthly per child</p>
<p>Bimonthly Client Progress Reports. No later than (30) days after the end of each second service month, Contractor shall provide the caseworker, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals.</p>	<p>N/A</p>
<p>Multidisciplinary Team Meeting. 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.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Court Appearances. 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.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<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>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Substance Abuse EtG Testing. Includes urinalysis collection and written analysis of test findings. Multiple Units of Service shall be allowed upon approval of Caseworker.</p>	<p>Not to exceed \$24.95 per test</p>
<p>Urinalysis Screening. UA PO7 screen includes urinalysis collection and written analysis of test findings. Multiple Units of Services shall be allowed upon approval of Caseworker</p>	<p>Not to exceed \$9.00 per test</p>

County shall not pay for "no shows," cancellations, telephone calls, or preparation of initial

assessment reports or bimonthly client progress reports. 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 the client's treatment plan.

Contractor shall bill County using an invoice containing all the necessary and pertinent billing information as set forth above. Contractor shall submit only original invoices accompanied by copies of applicable written authorization(s) for requested service(s) and approved report(s) for services provided. Photocopied or faxed invoices shall only be accepted upon pre-approval of the Director, Assistant Director or Chief Financial Officer. Contractor shall ensure only billing information is included on the invoice. Invoices are to be sent as follows:

<i>West Slope Contractors Please send invoices to:</i>	<i>East Slope Contractors Please send invoices to:</i>
El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667	El Dorado County Department of Human Services Attn: Accounting Unit 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150

The total of this Agreement shall not exceed \$58,505.00 for the stated term.

ARTICLE VII

Access to Records: The Contractor shall provide access to the Federal, State or local County agency, the Controller General of the United States, or any of their duly authorized Federal, State or local representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

ARTICLE X

Medi-Cal Screening: If applicable, Contractor shall screen 100% of referred clients for Medi-Cal eligibility. The screening shall include, but not be limited, to:

1. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time the client is referred for service; and
2. Verifying El Dorado County as the responsible County; and
3. Assessing for valid full scope aid codes; and
4. Monthly verification of client eligibility during the time the services are provided to the client.

ARTICLE XXXI

Lobbying Certification: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress,

or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XXXII

Fingerprinting. Pursuant to California Penal Code §11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of §15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:

1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application

truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting and shall state whether or not the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

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. 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 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 28 Code of Federal Regulations (CFR), Part 66, and all current revisions of OMB Circular A-87. More particularly, Contractors are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, 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

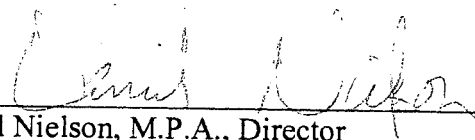
possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of OMB Circular A-87. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the LSA issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the *Federal Register* and the CFR. An electronic CFR (e-CFR) is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

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

Requesting Contract Administrator Concurrence:

By:  Dated: Sept 29, 2010
DeAnn Osborn, Staff Service Analyst
Department of Human Services

Requesting Department Head Concurrence:

By:  Dated: 9-22-2010
Daniel Nielson, M.P.A., Director
Department of Human Services

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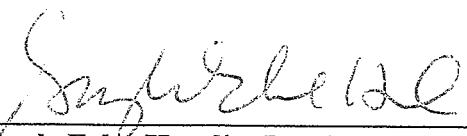
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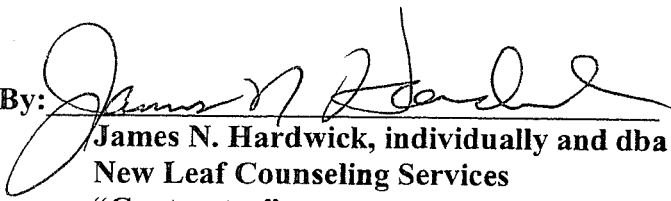
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #562-S0910 on the dates indicated below.

- - COUNTY OF EL DORADO - -

By: 
Gayle Erbe-Hamlin, Purchasing Agent
Chief Administrative Office
"County"

Dated: 11/2/10

-- CONTRACTOR --

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

Dated: 10/10/10



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 dates of sessions.

Assessment, goals and treatment plan:

Five horizontal lines for entering assessment, goals, and treatment plan.

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; 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 _____