

# ORIGINAL

## AGREEMENT FOR SERVICES #339 (170-S1611) AMENDMENT II

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This Amendment II to that Agreement for Services #339 (170-S1611) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sierra Child & Family Services, Inc., a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations, Section 501 (c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 4250 Fowler Lane, Suite 204, Diamond Springs, CA 95619 (Mailing: PO Box 1987, Diamond Springs, CA 95619), and whose Agent for Service of Process is *Barry Harwell, 4250 Fowler Lane, Suite 204, Diamond Springs, CA 95619*, (hereinafter referred to as "Contractor").

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide outpatient Specialty Mental Health Services for Children and Adolescents on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency in accordance with Agreement for Services #339 (170-S1611), dated October 13, 2015, and Amendment I to that Agreement dated May 7, 2018, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend the term of this Agreement, thereby amending **Article II - Term**; and

**WHEREAS**, the parties hereto have mutually agreed to increase the compensation of this Agreement, thereby amending **Article III – Budget Requirements**.

**NOW, THEREFORE**, the parties do hereby agree that Agreement for Services #339 (170-S1611) shall be amended a second time as follows:

- 1) **Article II – Term** shall be amended and replaced in its entirety to read as follows:

#### **ARTICLE II**

**Term:** This Agreement shall be effective for the period November 1, 2015 through December 31, 2018, with the option to extend one (1) year, by mutual written consent, unless terminated earlier pursuant to the termination provisions contained herein.

- 2) **Article III – Budget Requirements** shall be amended in its entirety to read as follows:

**A. Maximum Total Payment to Contractor**

1. The maximum obligation for services provided during the term of this Agreement shall not exceed \$4,934,701.
2. This Agreement is subject to cost settlement as described in section "Cost Report" herein.
3. Contractor shall be reimbursed for services provided in accordance with this Agreement in the amounts not to exceed the maximum payment amounts per fiscal year for each program set forth herein.

Program	Maximum Payment Obligations		
	FY 15/16	FY 16/17	FY 17/18
Traditional SMHS	\$341,394	\$512,091	\$897,091
Full Service Partnership	\$223,611	\$335,417	\$545,457
Enhanced Foster Care Services	\$396,693	\$595,040	
<b>Total</b>	<b>\$961,698</b>	<b>\$1,442,547</b>	<b>\$1,442,548</b>

Program	July 1, 2018 thru December 31, 2018
Traditional SMHS	\$536,801
MHSA SMHS	\$551,107
<b>Total</b>	<b>\$1,087,908</b>

4. Services shall be reimbursed at the following rates:

Type of Service	Unit	Rate
Medication Support	Minute	\$ 4.82
All Other MH Services (Case Management, MH Services, Crisis Intervention)	Minute	\$ 2.15

5. If Contractor exhausts the Maximum Reimbursable Amount prior to June 30th of any applicable fiscal year, Contractor shall not receive any further compensation for that fiscal year. Contractor shall continue to operate under all other the terms and conditions set forth in this Agreement.
6. Provisional Billing Rates shall serve as the basis for the payment to Contractor for the purposes of monthly cash flow and are subject to cost settlement to the lesser of actual and allowable costs or published charges of DHCS approved Mental Health Services.
7. Mode 60 SFC 70-78 expenditures shall be used exclusively for the purposes of providing client supports in accordance with this Agreement. Contractor shall not use Mode 60 SFCs 70-78 for any other purpose. Mode 60 SFC 70-78 funds shall not be included in cost settlement, nor shall they be used to cover Program Services Expenses or Allocated Costs without prior written authorization from County.

**B. Compensation For Services**

1. Contractor shall produce a detailed monthly invoice in an amount not to exceed actual expenditures, based upon Provisional Unit Rates, incurred during the reporting period. Contractor shall submit monthly invoices no later than thirty (30) days following the end of a “service month” except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director’s designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled, “Scope of Services.”
2. For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County’s acceptance of work, monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered.
3. Itemized invoices shall follow the format specified by County and shall reference this Agreement number and on any enclosures or backup documentation.
4. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices based upon Provisional Unit Rates, for services provided during the reporting period. Invoices shall be mailed to County at the following address:

County of El Dorado  
Health and Human Services  
Fiscal Unit  
3057 Briw Road, Suite B  
Placerville, California 95667

or to such other location as County directs.

5. Payment will be in an amount equal to the Provisional Unit Rates multiplied by the number of validated and authorized units provided. At the sole discretion of County, Contractor will not be reimbursed for those units of service that were provided without County authorization, provided to ineligible clients, or that were otherwise non-reimbursed units.
6. Contractor will not be reimbursed for those units of service that were provided without County authorization, ineligible clients, ineligible services, or that were otherwise non-reimbursed units.
7. In the event that Contractor fails to deliver the documents or other deliverables required by the individual service authorizations issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled, “Default, Termination and Cancellation.”
8. Contractor shall have no claim against County for payment of any kind whatsoever for any services provided by Contractor, which were provided after the expiration or termination of this Agreement.

9. County shall serve as the fiscal intermediary for Medi-Cal claiming and reimbursement for services, and shall act on Contractor's behalf with regard to Medi-Cal claiming.
10. Contractor shall not be reimbursed for any cost that exceeds the Maximum Payment Amount in each fiscal year.
11. Provisional Unit Rates shall be a mathematical computation considering the Maximum Payment Amount and the total target volume of units of service as determined by MHD. (See table with Provisional Unit Rates, above.)
12. Invoice amount shall not exceed 1/12<sup>th</sup> of the Fiscal Year Program Maximum Obligation, without pre-authorization, prior to the start of services, in writing by MHD. For any period of funding less than one year, the monthly billing amount shall be prorated accordingly (i.e. funding allocated over an eight month period will be prorated based the Fiscal Year Program Maximum Obligation). Costs exceeding the 1/12 of the Fiscal Year Program Maximum Obligation, or appropriate prorated amount, not preauthorized by MHD shall not be reimbursed at any time or through any other payment process including cost settlement.

**Prorated Monthly Invoice Amount Based on FY**

<b>Program</b>	<b>FY 15/16</b>	<b>FY 16/17</b>	<b>FY 17/18</b>
Traditional SMHS	\$42,674.24	\$42,674.24	\$74,757.58
Full Service Partnership	\$27,951.39	\$27,951.39	\$45,454.75
Enhanced Foster Care Services	\$49,586.67	\$49,586.67	

<b>Program</b>	<b>July 1, 2018 – December 31, 2018</b>
Traditional SMHS	\$89,467
MHSA SMHS	\$91,851

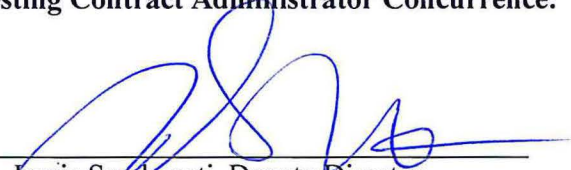

- Notwithstanding any other provision of this Agreement, Contractor shall be liable for:
- a. The accuracy and validity of all data and information on all claims for Medi-Cal services which Contractor provides to County, and;
  - b. Ensuring that all Medi-Cal services are performed appropriately within any applicable guidelines, including but not limited to, administration, utilization review, documentation, and staffing.
13. Contractor shall comply with the requirements imposed by statutes, regulations, and rules governing reimbursement by Medi-Cal.
  14. It is understood that the validity of such monthly billings, in terms of their compliance with state regulations, is subject to the review of the State of California and that County will be making payments on said billings in advance of said review and approval by the state, and in advance of the reimbursement by the State to County for sums expended there under. In the event any claim, or part thereof, is disapproved by the State, Contractor may take action to correct the billing for resubmittal. In the event that County is not reimbursed by the state for

any amount it has paid to Contractor hereunder, Contractor shall reimburse County in the amount of such overpayment.

- a. Contractor shall not be reimbursed for cost associated with any non-reimbursable claim.
- b. County and Contractor will collaborate on claims corrections to continuously correct data as needed.
- c. County may modify the claiming systems at any time in order to comply with changes in, or interpretations of state or federal laws, rules, regulations, manuals, guidelines, or directives. When possible, County shall notify Contractor in writing of any such modification and the reason for the modification thirty (30) days prior to the implementation of that modification.

Except as herein amended, all other parts and sections of that Agreement #339 (170-S1611) shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:  \_\_\_\_\_ Dated:  \_\_\_\_\_  
Jamie Samboceti, Deputy Director  
Health and Human Services Agency

**Requesting Department Head Concurrence:**

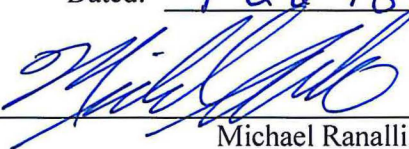
By:  \_\_\_\_\_ Dated:  \_\_\_\_\_  
Patricia Charles-Heathers, Ph.D., M.P.A., Director  
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #339 (170-S1611) on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 1-26-18

By:   
Michael Ranalli, Chair  
Board of Supervisors  
"County"


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

By:   
Deputy Clerk

Dated: 1/26/18

-- CONTRACTOR --

SIERRA CHILD & FAMILY SERVICES, INC  
A CALIFORNIA CORPORATION

By:   
Barry Harwell, Executive Director  
"Contractor"

Dated: 6/11/18

By: \_\_\_\_\_  
Corporate Secretary

Dated: \_\_\_\_\_