

ORIGINAL

099-S1210

AGREEMENT FOR SERVICES #248-105-M-E2011 AMENDMENT I

This Amendment I to that Agreement for Services #248-105-M-E2011, 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 Charis Youth Center, a California Corporation (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide specialty mental health services for clients on an "as requested" basis for the County of El Dorado Health and Human Services Agency (HHSA), Mental Health Division in accordance with Agreement for Services #248-105-M-E2011, dated September 14, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the Health Services Department been reorganized and is now known as Health Services, a Department of the Health and Human Services Agency; and

WHEREAS, the parties hereto have mutually agreed to amend Article III – Compensation for Services; and

WHEREAS, the parties hereto have mutually agreed to amend Article XI – Records Retention; and

WHEREAS, the parties hereto have mutually agreed to amend Article XVIII – Notice to Parties and Article XXVII - Administrator;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #248-105-M-E2011 shall be amended a first time as follows:

- 1) All references in the original agreement to the "County Health Services Department" or "HSD" shall be deemed to refer to the Health Services Department of the Health and Human Services Agency.
- 2) Article III, Compensation for Services, shall be amended in its entirety to read as follows:

Article III. COMPENSATION FOR SERVICES

Section 3.01 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 the HHSA Director or 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 ARTICLE I, "Scope of Services."

Section 3.02 For services provided herein, COUNTY agrees to pay CONTRACTOR monthly in arrears and within forty-five (45) days following the COUNTY's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the provisional billing rates shall be in accordance with Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof, and shall not exceed the Statewide Maximum Allowable (SMA) rates for authorized services, as determined by the State during the term of this Agreement. Should the State discontinue providing SMA rates, the rates charged by CONTRACTOR will not exceed the last available SMA rates, pending any amendment by the parties. Payment shall be made for actual services rendered and shall not be made for service units the client did not attend or receive. Each invoice shall describe: a) units of service by individual client served, b) dates of service detail for each client, and c) program number of individual client. The units of service detail needs to include both the number of units and the type of service provided.

Section 3.03 CONTRACTOR may request increases or decreases to provisional rates as defined in Exhibit C - Fee Schedule from those listed therein to reflect changes in cost by giving COUNTY advance written notice of such proposed change. Rate increases or decreases will become effective the first day of the service month following the written acceptance of the HHSA Director or designee, or such other date as designated by the HHSA Director or designee. Rate increases shall not apply to services provided prior to the date of written acceptance of such increases by the HHSA Director or designee.

Section 3.04 CONTRACTOR shall not charge any clients or third party payers any fee for service.

Section 3.05 It is expressly understood and agreed between the parties hereto that the COUNTY shall make no payment for COUNTY-responsible clients and have no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder received prior written authorization from the HHSA Director or designee. It is further agreed

that COUNTY shall make no payments for services unless CONTRACTOR has provided COUNTY with evidence of insurance as outlined in Article XX - INSURANCE hereof.

COUNTY may provide retroactive authorization when special circumstances exist, as determined by the HHSA Director or designee, based upon CONTRACTOR's written request.

Section 3.06 In accordance with Title 9, California Code of Regulations (CCR), Section 565.5, reimbursement for services under this Agreement shall be limited to persons who are unable to obtain private care. Such persons are those who are unable to pay for private care or for whom no private care is available within a reasonable distance from their residence.

Section 3.07 It is understood that any payments received from COUNTY for services rendered under this Agreement shall be considered as payment in full and CONTRACTOR cannot look to any other source for reimbursement for the units of service provided under this Agreement, except as stated above, or with specific authorization from the HHSA Director or designee.

Section 3.08 The total amount of this Agreement shall not exceed \$185,000.

Section 3.09 Invoices / Remittance shall be addressed as indicated in the table below or to such other location as COUNTY or CONTRACTOR may direct per Article XVIII- Notice to Parties.

| Mail invoices to: | Mail remittance to: |
|---|---|
| Health and Human Services Agency -Finance 929 Spring Street Placerville, CA 95667 | Charis Youth Center 714 West Main Street Grass Valley, CA 95945 |

3) Article XI shall be amended in its entirety to read as follows:

Article XI. RECORDS RETENTION

CONTRACTOR shall maintain medical records as required by the California Code of Regulations (CCR). CONTRACTOR shall maintain client medical and/or clinical records for a minimum of seven (7) years following the date of last service, except for minors. Records of minors must be maintained for at least one (1) year after a minor has reached age eighteen (18), but in no event for less than seven (7) years beyond the date of last service.

Medical and/or clinical records for any services provided to minors by a psychologist must be maintained for at least seven (7) years after the minor has reached age eighteen (18), but in no event for less than seven (7) years beyond the date of last service.

CONTRACTOR shall keep books and financial records as prescribed by COUNTY for each client of the CONTRACTOR for five (5) years together with complete and adequate financial records for all expenditures made by CONTRACTOR in connection with the administration of

the program. Such records shall be open for inspection on request by the COUNTY program manager, or designee, at times mutually agreed upon by the parties hereto. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or cost and expenses of this Agreement to which exception has been taken by COUNTY or State governments, shall be retained by CONTRACTOR until disposition of such appeals, litigation, claims or exceptions is completed.

4) Article XVIII, Notice to Parties, shall be amended in its entirety to read as follows:

Article XVIII. 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. Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: DANIEL NIELSON, MPA, DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

CHARIS YOUTH CENTER
714 WEST MAIN STREET
GRASS VALLEY, CA 95945
ATTN: CAROL FULLER POWELL, EXECUTIVE DIRECTOR

or to such other location as the CONTRACTOR directs.

5) Article XXVII shall be amended in its entirety to read as follows:


ARTICLE XXVII. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Laura Walny, Mental Health Programs Manager, or successor.

Except as herein amended, all other parts and sections of that Agreement #248-105-M-E2011 shall remain unchanged and in full force and effect.

A-1, 248-105-M-E2011

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Daniel Nielson, MPA, Director
Health and Human Services Agency

Dated: 1-12-2012

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #248-105-M-E2011 on the dates indicated below.

--COUNTY OF EL DORADO--

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

Dated: _____

*Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors*

Deputy

Dated: _____

-- CONTRACTOR --

CHARIS YOUTH CENTER
A CALIFORNIA CORPORATION

By: 
James Powell
Chief Financial Officer
CONTRACTOR

Dated: 1/20/12