

# ORIGINAL

AGREEMENT FOR SERVICES #858-S0910  
AMENDMENT III

Therapeutic Counseling Services

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**THIS AMENDMENT III** to that Agreement #858-S0910 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 Jill Gustafson, LCSW, an individual, duly qualified to conduct business in the State of California, whose principal place of business is 493 Main Street, Suite D, Diamond Springs, CA 95619; (hereinafter referred to as “Contractor”) (collectively hereinafter referred to as the “Parties”);

## RECITALS

**WHEREAS**, Contractor has been engaged by County to provide “as requested” individual/family psychotherapy, and therapeutic visitation services for clients referred by the Department of Human Services, in accordance with Agreement for Services #858-S0910, dated September 15, 2009 and effective September 24, 2009, Amendment I dated November 2, 2010, and Amendment II dated May 19, 2011, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the Parties hereto have mutually agreed to amend **ARTICLE III – Compensation for Services** to increase the compensation amount.

**NOW, THEREFORE**, the Parties do hereby agree that Agreement for Services #858-S0910 shall be amended a Third time as follows:

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**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:

| <b>Client Insurance Category</b>                      | <b>Procedures to follow to receive payment for services</b>  |
|---|--|
| <b>Uninsured Clients</b>                              | 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.   |
| <b>Medi-Cal Clients with no “share of costs”</b>      | 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).  |
| <b>Medi-Cal Clients with “share of costs”</b>         | 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).  |
| <b>Clients with private health insurance coverage</b> | 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>.<sup>1</sup>

- 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.

| <b>SERVICE</b>  | <b>COUNTY STANDARDIZED DMC RATE</b>  |
|---|--|
| <b><i>Bimonthly Client Progress Reports.</i></b> 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.                          | No Charge  |
| <b><i>Court Appearances.</i></b> 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.   | Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate                             |
| <b><i>Court Documents Preparation.</i></b> 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.   | Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate                             |
| <b><i>Family Therapy Session.</i></b> 90 minutes 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 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate per each attending family member |
| <b><i>Group Counseling Session.</i></b> 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. | Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate                                  |
| <b><i>Individual Counseling Session.</i></b> 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 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate                             |

<sup>1</sup> 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><b>Initial Visit Report(s).</b> Within 21 calendar days of Client's initial visit and at no charge to County, Contractor shall provide Caseworker 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..</p> | <p>No Charge</p>  |
| <p><b>Multidisciplinary Team Meeting.</b> 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 (Regular DMC) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>                         |
| <p><b>Therapeutic Visitation Services.</b> 90 minutes per session and per participant upon written request by County and wherein counselors treat no less than two (2) and no more than twelve (12) therapeutic visitation participants at the same time. Multiple Units of Service shall be allowed upon approval of Caseworker.</p>   | <p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate per each attending family member</p> |

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 15<sup>th</sup> 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:

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

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 \$100,000.00 for both the stated services and term.

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Except as herein amended, all other parts and sections of that Agreement #858-S0910 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

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

Dated: *August 31, 2011*

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

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

Dated: *9/2/11*

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement #858-S0910 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_  
Raymond, J. Nutting, Chair  
Board of Supervisors  
"County"

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

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

By: \_\_\_\_\_

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

**-- CONTRACTOR --**

By: Jill A. Gustafson  
Jill A. Gustafson, LCSW  
Individually  
"Contractor"

Dated: 9/2/11



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):

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Assessment, goals and treatment plan:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

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 in El Dorado County and South Lake Tahoe, CA.

Provider's Signature \_\_\_\_\_

Date \_\_\_\_\_