

ORIGINAL

**AGREEMENT FOR SERVICES #233-S1410
AMENDMENT II**

Therapeutic Counseling Services

This Amendment II to that Agreement for Services #233-S1410, 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 A Balanced Life: Individual, Family and Child Therapy, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2100 Eloise Avenue, South Lake Tahoe, CA 96150 (Mailing: PO Box 7152, South Lake Tahoe, CA 96158), and whose Agent for Service of Process is Lindsay Simon 2100 Eloise Avenue, South Lake Tahoe, CA 96150 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide therapeutic counseling services, classes, alcohol and other drug (AOD) assessments, and psychological evaluation services for the Health and Human Services Agency (HHS) in accordance with Agreement for Services #233-S1410, dated November 6, 2013; and Amendment I to that Agreement dated March 4, 2014; incorporated herein and made by reference a part hereof; and

WHEREAS, Office of Management and Budget (OMB) Circular A-133 and Circular A-122 are now known as "Uniform Grants Guidance;" and

WHEREAS, the parties hereto have mutually agreed to amend **Article III – Compensation for Services, Article XII – Accounting Systems and Financial Records, Article XIII – Annual Audit, Article XXV – Notice to Parties, and Article XXXVI – Administrator;** and

WHEREAS, the parties hereto have mutually agreed to remove **Article VI – MediCal Screening;** and

WHEREAS, the parties hereto have mutually agreed to add **Article XLIII – Contractor to County, Article XLIV – Audit by California State Auditor, Article XLV – Licenses** and; renumber **Article – XLIII Entire Agreement** to accommodate the insertion of the aforementioned Articles.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #233-S1410 shall be amended a second time as follows:

Articles III, XII, XIII, XXV, and XXXVI are amended in their entirety to read as follows:

ARTICLE III

Compensation for Services: Services shall be billed using the County standardized rate structure, which shall use the most current DMC Substance Use Disorder 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:

- A. 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 DMC rates are located on the California Department of Health Care Services at the following website address: <http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>.¹
- B. DMC rates shall be subject to an annual adjustment in order to match the most current State-approved DMC rate schedule. Any adjustments to the DMC rate schedule by the State shall become effective the first day of the month that follows California’s announcement that its governor has signed the Budget Bill for that particular Fiscal Year, thereby enacting the California State Budget Act.²

<i>Service</i>	<i>County Standardized Rate</i>
<i>AOD Assessments. Complete AOD assessments at the direction of HHSA, using established and validated processes and assessment instruments. Three (3) hours maximum per assessment, including written reports. Reports due no later than thirty (30) days after AOD assessment.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling Unit of Service (UOS) Rate
<i>AOD Re-Evaluations. At the direction of HHSA and using established and validated processes and instruments, complete AOD re-evaluation for Client’s continued Residential or T-House treatment. One (1) hour maximum per re-assessment, including written reports.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
<i>AOD Reports. No later than thirty (30) days after the end of the initial date of Client service and each service month thereafter, Contractor shall provide the caseworker, at no charge to HHSA, with a brief written report outlining the primary issues being</i>	No Charge

¹ The California Dept. of Health Care Services (<http://www.dhcs.ca.gov>) lists the current Drug Medi-Cal rates. Click on “Forms, Laws, & Publications” and type “Proposed Drug Medi-Cal Rates” in the “Search” bar.

² The most current information on the status of the enactment of the California budget act may usually be found at the following website: <http://www.ebudget.ca.gov>

<p>addressed with each Client, their progress, and ongoing treatment goals.</p>	
<p>Child Abuse Intervention Parenting Program. 90 minutes per session and per participant, one (1) time per week, upon written request via HHS A Authorization.</p>	<p>\$30.00 per person per class</p>
<p>Classes. 60 minutes per session, once (1) per week upon written request via HHS A Authorization. Classes include but are not limited to: Restraining Order Evaluation/Preparation, Parenting Group, Co-Parenting Group, Trauma/Domestic Violence Group, Life Skills Group, Children’s Art Therapy Group, and Dialectical Behavioral Therapy (DBT) Group.</p>	<p>\$30.00 per person per class</p>
<p>Court Appearances. Upon Court subpoena and pro-rated for time actually spent at the pertinent court session. If Court Appearance is cancelled, Contractor may not invoice for the appearance.</p>	<p>Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate</p>
<p>Court Documents Preparation. Upon written request via HHS A Authorization 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 Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate</p>
<p>Court Meetings. Upon notification from Court or as Court directs County, and at a rate equivalent to the individual counseling session rate for the time Contractor appeared in person at Court Meeting and pro-rated for time actually spent at the pertinent court session. If Court’s Meeting is cancelled by the Court less than 24 hours in advance of scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of cancelled Court meeting, not to exceed two (2) hours.</p>	<p>Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate</p>
<p>Domestic Violence Assessment/Lethality Assessments. Upon written request via HHS A Authorization. Includes one (1) hour clinical interview, four (4) clinical tests, and a comprehensive report detailing Client(s) history, test results, and recommendations.</p>	<p>\$65.00 per hour per person, maximum 5 units per assessment</p>
<p>Eye Movement Desensitization Reprocessing (“EMDR”) Counseling Session. 90 minutes per session upon written request via HHS A Authorization.</p>	<p>\$99.79 per person per session</p>
<p>Family Therapy Session. 60 minutes per session upon written request via HHS A Authorization 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</p>	<p>Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate per each attending family member</p>

<i>approval of appropriate HHS staff.</i>	
Group Counseling Session. 60 minutes per session and per group therapy participant upon written request via HHS Authorization and wherein one (1) or more therapists or counselors treat no less than two (2) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon approval of appropriate HHS staff.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate
Healthy Alternatives Program (Teen Program, Batterers' Intervention). Twelve (12), twenty-six (26), or fifty-two (52) - week group classes one (1) time per week for 120 minutes per session, upon written request via HHS Authorization.	\$30.00 per person per class
Individual Advanced Skills Focused Sessions (Teen Program, Batterers' Intervention). 60 minutes per session per individual upon written request via HHS Authorization. Multiple Units of Service shall be allowed upon approval of caseworker.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate per each attending family member
Individual Counseling Session. 50-60 minutes per session and per individual upon written request via HHS Authorization. Multiple Units of Service shall be allowed upon approval of appropriate HHS staff.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
Initial Visit Report(s). Within thirty (30) calendar days of Client's initial visit and at no charge to County, Contractor shall provide appropriate HHS staff 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. Initial Visit Report must be submitted along with the invoice.	No Charge
Monthly Client Progress Reports. No later than thirty (30) days after the end of each service month, Contractor shall provide the appropriate HHS staff, 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. Monthly Progress Report must be submitted along with the invoice.	No Charge
Multidisciplinary Team Meeting. Upon written request via HHS Authorization and for time actually spent in the meeting. The definition of multidisciplinary team meetings as it applies to this	Current Drug Medi-Cal Rate for Regular DMC for Outpatient Drug Free Individual Counseling UOS Rate

Agreement excludes any community-based teams in which County considers Contractor or Contractor's staff or assigns to be regular standing members.

Relapse Prevention (Substance Abuse). Twelve (12) week program, upon written request via HHSA Authorization. Service weeks do not have to be provided in consecutive order. Services may be provided in nonconsecutive order at the mutual discretion of HHSA and Contractor until the full 12-week program is completed by Client. \$30.00 per person per class, not to exceed \$360 per person.

Sexual Offenders Group Session. 90 minutes per session once (1) per week upon written request via HHSA Authorization. \$45.00 per person per class

Stress Management Group: Improving Coping Skills to Manage a Stressful Life. 90 minutes per session, once (1) per week for five (5) weeks upon written request via HHSA Authorization. \$30.00 per person per class

Therapeutic Visitation. 60 minutes per session and per participant upon written request via HHSA Authorization 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 appropriate HHSA staff. Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate per each attending family member

Psychological Service	County Standardized Rate
Psychological Court Appearances. Upon subpoena by County and pro-rated for time actually spent at the pertinent court session.	\$125/hour
Psychological Court Reports. Upon written request by County and with a maximum limit for two (2) hours charged per report. Psychological Court Reports must be submitted along with the invoice.	\$125/hour with two (2) hour maximum
Psychological Evaluation and Written Assessments/Recommendations. Upon written request by County Contractor shall provide the appropriate caseworker with a comprehensive written assessment/recommendation of evaluation findings and professional treatment recommendations. Psychological Evaluation and Written Assessments/Recommendations must be submitted along with the invoice.	\$125/hour w/eight (8) hour maximum

Travel expenses, including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.

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HHSA Authorizations for Service(s):

- A. Prior to providing any service(s) to any Client(s) detailed under “Scope of Services” or “Compensation for Services,” Contractor shall obtain an HHSA Authorization that has been signed by the appropriate HHSA staff.
- B. Prior to providing any Client service(s) NOT detailed under “Scope of Services” or “Compensation for Services,” Contractor shall obtain an HHSA Authorization that has been signed by HHSA staff and the HHSA Director or a member of HHSA Executive Management Team, which shall be defined as Assistant Director or above (HHSA Executive Management).
- C. County shall not pay for any services that have not been pre-approved by an HHSA Authorization, incomplete or unsatisfactory services, “no shows,” cancellations, or telephone calls.
- D. HHSA Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under “Scope of Services” or “Compensation for Services.”
- E. Contractor shall not be compensated for services provided to a Client outside the authorized service dates identified on said HHSA Authorization.
- F. A copy of the HHSA Authorization shall be included with the invoice containing the service it pertains to and both documents shall be submitted to HHSA at the address indicated in the Article titled “Compensation for Services.” Failure to submit a copy of the HHSA Authorization with Contractor’s invoice may result in payment being withheld until said Authorization is submitted.
- G. All required written reports must be submitted along with the invoice.

Invoices:

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as a declaration that its contents have been reviewed and approved by Contractor. Photocopied or faxed invoices are not acceptable. Invoices with “white-out” types of corrections will not be accepted. HHSA Authorizations or other written authorizations for services shall be attached to invoices. Only the name(s) of Clients listed on the HHSA Authorization shall be listed on the invoice. 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.

Each invoice shall contain all of the following data:

- A. Contractor name, address, and phone number.
- B. Service date(s) and number of Units of Service per service date.
 - 1. Multiple Units of Service: Contractor shall ensure that said invoice clearly documents the date and type of each Unit of Service.
- C. Client name(s).
 - 1. The name of each Client present for each individual service covered by the HHSA Authorization.
 - 2. The names of HHSA Clients covered by the HHSA Authorization being seen at the same time for each “group” type of therapy including but not limited to Group Therapy or Family Therapy.

- 3. For Court Meeting services, Contractor shall include a list of the names of their clients whose cases were discussed or, for Court cancelled meetings as described in the above service / rate table, scheduled to be discussed during said Court Meeting.
- D. Type of service(s) provided.
- E. Agreement rate for each service provided.
 - 1. All fee(s) charged to County shall be in accordance with the rates as set forth in this Agreement.
- F. Total amount billed to the County of El Dorado under the subject invoice.

Contractor is required to submit monthly invoices and reports with a copy of the Authorization, no later than thirty (30) 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 30th of the month following the end of a service month, failure to attach the appropriate HHSA Authorization, failure to submit all reports required hereunder, or failure for Contractor to ensure that original invoices are submitted or that required reports contain original verifying signatures shall result in payment(s) being withheld until the appropriate documents are received by staff. Receipt by HHSA 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 and reports shall be sent as follows, or as otherwise directed in writing by County:

<i>For Service(s) Authorized by West Slope HHSA Staff, Please Send Invoices to:</i>	<i>For Service(s) Authorized by East Slope HHSA Staff, Please Send Invoices to:</i>
County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3368 Lake Tahoe Blvd. 100 South Lake Tahoe, CA 96150-7915

For all satisfactory 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) identifying services rendered.

The total contractual obligation under this Agreement shall not exceed \$381,000.00 for both the stated services and term.

ARTICLE XII

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 CFR Part 92 and in the Office of Management and Budget "Uniform Grants Guidance." More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHS 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 the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected (LSA) issued in the current month. The *Federal Register* home page offers links to both the *Federal Register* and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office (GPO) website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and *Federal Register* amendments and on-line versions may not be the most current version available.

ARTICLE XIII

Annual Audit: Pursuant to the Uniform Grants Guidance, any entity that receives federal funds, as stated in the Uniform Grants Guidance, 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 Health and Human Services Agency 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 HHS address listed in Agreement's Article titled "Notice to Parties."

ARTICLE XXV

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
PLACERVILLE, CA 95667-5321
ATTN: CONTRACTS UNIT

Or to such other location as the County directs with a copy to

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

Notices to Contractor shall be addressed as follows:

A BALANCED LIFE: INDIVIDUAL, FAMILY AND CHILD THERAPY, INC.
2100 ELOISE AVENUE
SOUTH LAKE TAHOE, CA 96150
ATTN: EXECUTIVE DIRECTOR, OR SUCCESSOR

Or to such other location as the Contractor directs.

ARTICLE XXXVI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Kevin Hill, Program Manager, or successor.

Articles XLIII, XLIV, and XLV are hereby added as follows:

ARTICLE XLIII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE XLIV

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

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ARTICLE XLV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

Former Article XLIII is hereby renumbered as Article XLVI and shall read as follows:

ARTICLE XLVIII

Entire Agreement: This Agreement for Services #233-S1410 and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

Except as herein amended, all other parts and sections of that Agreement #233-S1410 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Kevin Hill
Program Manager
Health and Human Services Agency

Dated: 11/03/2015

Requesting Department Head Concurrence:

By: 
Don Ashton, M.P.A.
Director
Health and Human Services Agency

Dated: 11/4/2015

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #233-S1410 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Brian Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

A BALANCED LIFE: INDIVIDUAL, FAMILY, AND CHILD THERAPY
A CALIFORNIA CORPORATION

By: Lindsay Simon
Lindsay Simon
Director
"Contractor"

Dated: 11/5/2015