

ORIGINAL

AGREEMENT FOR SERVICES #019-S1411 AMENDMENT I

This Amendment I to that Agreement for Services #019-S1411, 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 Tahoe Youth & Family Services, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1021 Fremont Avenue, South Lake Tahoe, CA 96150; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide "Program Therapist(s)" for on-site counseling services and support to the Probation Department, in accordance with Agreement for Services #019-S1411, dated June 25, 2013, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add the title of "Alcohol and Other Drug (AOD) Counselor(s)" to said Agreement, hereby amending Article I: Scope of Service and Article III: Compensation for Services; and

WHEREAS, the parties hereto have mutually agreed to add "Crisis Response" to said Agreement, hereby amending Article I: Scope of Services; and

WHEREAS, the parties hereto have mutually agreed to amend the per hour rate, maximum weekly hour cap and total agreement not to exceed amount of said Agreement, hereby amending Article III: Compensation for Services; and

WHEREAS, the parties hereto have mutually agreed to amend the names of the parties of said Agreement, hereby amending Article XI: Notice to Parties; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #019-S1411 shall be amended a first time as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish a “Program Therapist(s)” or “AOD Counselor(s)” to provide on-site counseling services and support to the Challenge Program and Matrix Adolescent Treatment Program operated by the Probation Department, at the Juvenile Treatment Center in South Lake Tahoe.

Counseling services provided by the Program Therapist(s) or AOD Counselor(s) will provide direct clinical services during regular and afterhours to accommodate Juvenile Treatment Center clientele and staff. Therapist(s) or Counselor(s) will assess client’s basic safety, mental health, cultural, and educational needs and apply appropriate interventions. The Therapist(s) or Counselor(s), with the participation of the juvenile, family, and Juvenile Treatment Center staff, will provide a treatment plan after diagnosis. Services will include individual and group counseling, family reunification services, Lifeskills, MRT, drug and alcohol counseling, and anger management as coordinated by the Juvenile Treatment Center Treatment Coordinator.

Counseling services provided by the Program Therapist(s) or AOD Counselor(s) will be assigned a flexible schedule approved by the Executive Director in conjunction with the Juvenile Treatment Center Superintendent, in order to be available for evening hour counseling sessions and group counseling programs. County reserves the right to increase or decrease the Program Therapist(s) or AOD Counselor(s) hours as necessary, based on the population of the Juvenile Detention Facility.

Contractor represents that all persons performing services are properly licensed or certified to perform services. All employees providing services shall keep and maintain the appropriate licenses or certifications in good standing while performing services hereunder.

County shall provide access to office space; equipment to include phone use, copy machine, and computer access at the Juvenile Treatment Center for services.

All other counseling services provided by contractor at their office, to include aftercare services supporting the Challenge Program, will be provided by contractor with non-Probation Department funding sources and will not be billed to funding under this Agreement.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County’s receipt and approval of itemized invoice(s) identifying 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 services in accordance with “Scope of Services.” Failure to submit invoices by the 15th of the month following the end of a service month, or failure to submit invoices with all required data shall result in a significant delay in reimbursement. Following fiscal year end (June 30, 2014, 2015 and 2016) all invoices for months within the fiscal year ending must be received by County no later than July 15 for payment processing.

County shall pay Contractor an hourly rate for both actual hours worked at the Juvenile Treatment Center, designated as "JTC" hours; and for related staff meetings and clinical supervision services, designated as "RS" hours, the assigned Program Therapist(s) or AOD Counselor(s) will be attending at the Contractor's facility. Crisis Response (designated as "CR") hours shall be at a minimum of 4 hours per episode. Program Therapist(s) or AOD Counselor(s) hours shall be coded on invoices and backup documents as either "JTC", "RS", or "CR" hours.

Contractor shall submit an original invoice that shall contain all of the following data:

- Contractor's name, address, and phone number
- Invoice number
- Date of Invoice
- Balance forward: including outstanding balance (amount with the invoice number and date), and payments received (amount, invoice number and date)
- Current monthly billing details should include:
 - Service date(s)
 - Monthly total of billable hours (coded JTC, RS, or CR)
 - Billing rate
- Contractor's signature and date, confirming fees charged and verifying that all information on the invoice is valid and correct.
- Signature line for Contract Administrator, or designee, and date, verifying services and hours provided are in accordance with "Scope of Services."
- Included with each monthly invoice, Contractor shall provide a document with details of invoiced hours to include: Therapist(s) or AOD Counselor(s) name, date, number of hours worked, and related code. This document shall balance to the corresponding month's invoice and shall reflect actual hours worked by Program Therapist(s) or AOD Counselor(s). Coding: Program Therapist's hours or AOD Counselor(s), as coordinated by the Juvenile Treatment Center Treatment Superintendent, are to be coded "JTC;" hours worked for related staff meetings and clinical supervision services, coded as "RS," and Crisis Response hours are to be coded as "CR."

For the purposes of this Agreement, the billing rate, including all costs and overhead, shall be as follows;

Program Therapist(s) = \$50.00 per hour, no more than 30 hours each calendar week.

AOD Counselor(s) = \$40.00 per hour, no more than 40 hours each calendar week.

"RS" hour, no more than 3 hours each calendar week.

Any combination of Program Therapist's or AOD Counselor(s) "JTC" and "RS" hours shall not exceed 40 hours per calendar week.

Crisis Response hours are a minimum 4 hour per episode and are not included in weekly maximum.

The total amount of this Agreement shall not exceed \$319,000.00.

ARTICLE XI

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
PROBATION DEPARTMENT
3974 DUROCK ROAD, SUITE 205
SHINGLE SPRINGS, CA 95682
ATTN: Chief Probation Officer

or to such other location as the County directs.

with a carbon copy to

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

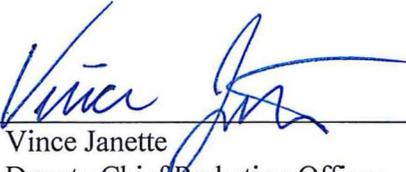
Notices to Contractor shall be addressed as follows:

TAHOE YOUTH & FAMILY SERVICES
1021 FREMONT AVENUE
SOUTH LAKE TAHOE, CA 96150
ATTN: Christopher Croft, Executive Director

or to such other location as the Contractor directs.

Except as herein amended, all other parts and sections of that Agreement #019-S1411 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Vince Janette
Deputy Chief Probation Officer
Probation Department

Dated: 10-5-15

Requesting Department Head Concurrence:

By: 
Brian Richart
Chief Probation Officer
Probation Department

Dated: 10/2/15

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #019-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10/20/15

By: B.K. VLP
Brian K. Veerkamp, Chair
Board of Supervisors
"County"

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

By: Marcie McFarland
Deputy Clerk

Dated: 10/20/15

-- CONTRACTOR --

Tahoe Youth and Family Services
A California Corporation

By: Chris Croft
Christopher Croft
Executive Director
"Contractor"

Dated: 9/23/2015

By: N/A
Corporate Secretary

Dated: _____