

COPY

AGREEMENT FOR SERVICES #386-S0511
AMENDMENT I

This Amendment I to that Agreement for Services #386-S0511, 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 New Morning Youth and Family Services, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide therapeutic counseling services "as requested" for clients of the Human Services Department, in accordance with Agreement for Services #386-S0511, dated June 28, 2005, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend the Scope of Services and Compensation for Services, hereby amending **ARTICLE I – Scope of Services** and **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXIV – Nondiscrimination**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #386-S0511 shall be amended a first time as follows:

ARTICLE I

Scope of Services: Contractor shall provide therapeutic counseling services as requested by County. Services shall include, but not be limited to, individual psychotherapeutic counseling to assist with social, psychological, chemical addiction, and/or medical problems.

Whenever possible, therapy shall be provided by a Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), providers licensed by the Board of Behavioral Sciences, or other certified parties, as appropriate. If service is delegated to an intern, the individual must be pre-licensed and all assignments must be under the direct supervision of licensed or certified staff.

Contractor shall attend court sessions when subpoenaed by County and shall participate in multidisciplinary team meetings, as requested.

Services shall be provided during Contractor's normal business hours and days. Contractor shall only begin services for a specific client upon receipt of written authorization from the County caseworker. Contractor shall secure prior approval from the caseworker before making changes to the authorized treatment plan, including type of therapy and number/frequency of sessions. The County will not pay for sessions that have not been pre-approved.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire two (2) years from date thereof.

ARTICLE III

Compensation for Services: For authorized services provided herein, County agrees to pay Contractor monthly in arrears. 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."

For the purposes hereof, the maximum counseling billing rate¹ shall be:

Service	Maximum Hourly Rate	
	LCSW or MFT	Intern
Individual Therapy ²	\$70/person	\$45/person
Family Therapy ³	\$70/session	\$45/session
Group Therapy ⁴	\$35/person	\$25/person
Court Reports	\$70/hour (two hour maximum per report)	\$45/hour (two hour maximum per report)

¹ If it is determined the client has private insurance which covers the service, Contractor shall bill the appropriate insurance carrier. If the client's insurance covers the service at a rate less than the rate set forth in this Agreement, Contractor shall only bill the County for the difference. If the client has no insurance for the service, Contractor shall bill the County at the rate set forth in this Agreement.

² Contractor shall submit a single monthly invoice for each individual, noting the dates of service, the name of the individual treated, the type of treatment (individual therapy), the number of hours of service for each date, and the rate.

³ Contractor shall submit a single monthly invoice for each family, noting the dates of service, the names of the family members treated, the type of treatment (family therapy), the number of hours of service for each date, and the rate. Billing will be at the set hourly rate for the family unit, not per person.

⁴ Contractor shall submit a separate, single monthly invoice for each participant for whom the County has requested service, noting the date(s) of service, the name of the individual treated, the type of treatment (group therapy), the number of hours of service for each date, and the rate.

Court reports shall be prepared upon request of the County. Authorized court appearances or multidisciplinary team meetings shall be paid at the individual therapy rate for time actually spent in the courthouse or in the meeting. The County will only pay Contractor for court appearances when Contractor is subpoenaed by County.

The County will not pay for "no shows," cancellations, telephone calls, or preparation of initial assessments or bi-monthly progress reports. Contractor shall verbally inform the caseworker immediately, at no charge to County, of appointment no-shows, cancellations, or urgent concerns directly affecting the client's treatment plan.

Initial Assessment – Within 21 days of the client's initial visit, Contractor shall provide the caseworker, at no charge to County, with a written initial assessment and treatment plan, indicating the type of therapy to be utilized and recommended number/frequency of sessions.

Bi-Monthly Progress Reports – No later than thirty (30) days after the end of each second service month, Contractor shall provide the caseworker, at no charge to County, with a brief written progress report outlining the primary issues being addressed with each client, his/her progress, and ongoing treatment goals (see Exhibit "B", marked "Bimonthly Client Progress Report, incorporated herein and made by reference part hereof). If an alternate progress report is used, all fields noted on Exhibit "B" are mandatory.

Court Documents – Upon request by County, Contractor shall provide the caseworker, at the rate shown above, with comprehensive written reports for use in court.

Contractor shall submit all written reports to the caseworker at the appropriate address below:

Department of Human
Services
3057 Briw Road
Placerville CA 95667

Telephone (530) 642-7300
Fax (530) 626-9060

Job One OneStop
4535 Missouri Flat Road,
Suite 1A
Placerville CA 95667

Telephone (530) 642-5505
Fax (530) 642-5539

Department of Human
Services
981 Silver Dollar
South Lake Tahoe CA 96150

Telephone (530) 573-4300
Fax (530) 541-2803

Job One OneStop
1029 Takela Drive, Suite 3
South Lake Tahoe CA 96150

Telephone (530) 543-6740
Fax (530) 543-6737

Payment shall be made within thirty (30) days following County receipt and authorization of approved invoice(s). An example of an approved invoice containing necessary and pertinent billing information is described in Revised Exhibit "A" marked "Invoice," incorporated herein and made by reference a part hereof. Contractor shall bill County using the sample invoice, or a similar invoice, containing the same necessary and pertinent billing information. Contractor shall submit only original invoices. Photocopied or faxed invoices will not be accepted. Contractor shall ensure only billing information is included on the invoice. Information related to clients' diagnosis, prognosis, or treatment is not permitted on the invoice.

The total of this Agreement shall not exceed \$100,000.00 for the two (2) year period.

ARTICLE XXIV

Nondiscrimination: Assurance of compliance with the El Dorado County Department of Human Services nondiscrimination in State and Federally assisted programs requirement:

Contractor hereby agrees that they will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this agreement.


This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Except as herein amended, all other parts and sections of this Agreement #386-S0511 shall remain unchanged and in full force and effect.

Requesting Contract Administrator/Department Head Concurrence:

By:  Dated: 11/10/06
John Litwinovich, Director
Human Services Department

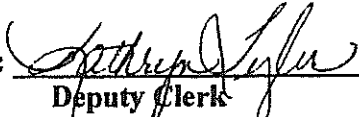
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #386-S0511 the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 2/28/06

By: 
JAMES R. SWEENEY Chairman
Board of Supervisors
"County"


ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By:  Date: 2/28/06
Deputy Clerk

-- CONTRACTOR --

Dated: 1/27/06

NEW MORNING YOUTH & FAMILY SERVICE, INC.
A CALIFORNIA CORPORATION

By: 
David Ashby
Executive Director
"Contractor"

INVOICE

REVISED EXHIBIT '66 A

Important: Only original invoices will be accepted. To help identify an original invoice, we would prefer vendors to use blue ink. White-out corrections will not be accepted. Please use a separate invoice for each family. If providing family therapy, please note the names of all individuals seen.

Invoice Month: _____ Invoice / Account Number: _____
 business / Owner Name: _____ Caseworker: _____
 business Address: _____ Telephone Number: _____
 email-To Address (if different): _____

Does the client/participant have insurance that covers all or a portion of the billed rate? Yes No
 Is there another funding source to pay all or a portion of this service, e.g., Insurance, Medi-Cal, EPSDT, CAPIT/CBCAP/PSSF or other grant funding? Yes No
 Was this funding source billed? Yes No

1 Service Date	2 Client/Participant Name (Service Provided to)	3 Type of Service	4 Number of Hours or Sessions	5 Agreement Rate	6 Rate Billed to Insurance	7 Difference between Columns 5 and 6	8 Total Billed to El Dorado County DHS (Column 4 x 7)
INVOICE TOTAL							

Service provided by _____ Licensed Intern **For County Use Only**
Program Expense Authorization
 Vendor ID#: _____ Logged In: _____ / _____ / _____ By: _____

certify the above information is true and correct to the best of my knowledge.

Authorized Signature _____ Date _____

East Slope Vendors,
 send invoice to:
 El Dorado County
 Department of Human Services
 981 Silver Dollar Avenue
 South Lake Tahoe, CA 96150

Program & Index Code (Circle One)
 CPS 530530 Employment & Training 530533

Sub Object: 4323 4324 4332 4341 5014
 User Code: 50Y018 or 50Y130 EA End Date ____/____/____ Other: _____

Case Name: _____ DOB: ____/____/____
 Approvals: _____
 Social Worker: _____ Date ____/____/____
 Supervisor: _____ Date ____/____/____
 Program Manager: _____ Date ____/____/____
 Director: _____ Date ____/____/____