

# ORIGINAL

## AGREEMENT FOR SERVICES #652-S0810 AMENDMENT II

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**THIS AMENDMENT II** to that Agreement for Services #652-S0810, 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 Family Connections El Dorado, Inc., a California Corporation, qualified to conduct business in the State of California, whose principal place of business is 344 Placerville Drive, #10, Placerville, CA 95667, and whose Agent for Service of Process is Wendy Wood, 344 Placerville Drive, Suite 10, Placerville, CA 95667; (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide "as requested" therapeutic counseling services and equine-assisted therapeutic services, substance abuse treatment, anger management, and other related services and reports for clients referred by the Department of Human Services, in accordance with Agreement for Services #652-S0810, dated March 28, 2008 and Amendment I dated January 13, 2009, for a term of February 1, 2008 through January 31, 2011, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services, ARTICLE III – Compensation for Services** and **ARTICLE XVI – Notice to Parties**.

**NOW, THEREFORE**, the parties do hereby agree that Agreement for Services #652-S0810 shall be amended a second time as follows:

## ARTICLE I

**Scope of Services:** Contractor shall provide personnel and services necessary to furnish therapeutic counseling services and equine-assisted therapeutic services, substance abuse treatment, anger management, and other related 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, other identified problems, assessments, home visitations and classes. The list of available specialty classes are:

- ***Child Focused Co-Parenting Group (Cooperative Parenting & Divorce)***
  - 6:00 pm – 8:00 pm; Choice of Wednesday or Thursday nights
  - Eight (8) weeks (Placerville location)
- ***Parenting 1-4 Year Olds Class (1, 2, 3, 4 Parents!)***
  - 6:00 pm – 8:00 pm; Wednesday nights
  - 6 Weeks (Placerville Site, Suite 4)
- ***Parenting 5-12 Year Olds Class (Active Parenting Now)***
  - 6:00 pm – 8:00 pm; Wednesday nights
  - Eight (8) Weeks (Placerville location, Suite 4)
- ***Roots & Wings Group “Becoming the Parent You Want to Be” (In-depth Parenting)***
  - 6:00 pm – 7:30 pm; Tuesday nights
  - 10 Weeks (Placerville location, Suite 4)
- ***52-Week Family Violence Reduction Program (Men/Women, 18+ years – Separate Groups)***
  - 5:30 pm – 7:30 pm
  - 52 weeks (Placerville location, Suite 10)
  - Men meet Tuesday nights and women meet Thursday nights
  - Start Dates: Ongoing (after enrollment & assessment)
- ***Anger Management Adults/Teens***
  - Individual, one-on-one appointments with Certified Instructor
  - One (1) hour per week (weekdays, during business hours)
  - Start Dates: Ongoing (Placerville location, Suite 10)
  - Teens (12-17 yrs): Eight (8) weeks (or based on court order, if applicable)
  - Adults (18+ yrs): # of weeks vary (based on “level”, court, assessment, etc.)

Whenever possible, therapy shall be provided by a Licensed Clinical Social Worker (LCSW) or Marriage and Family Therapist (MFT) 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. No intern shall be the sole author of any written initial assessment report, treatment plan report or any other report that pertains to Client or Client’s treatment plan. All said documents must be reviewed, approved and signed by a LCSW or MFT as described above.

Services shall be provided during Contractor’s normal business hours and days. After hour appointments, if necessary, must be approved beforehand in writing by the caseworker and their supervisor and billed at the normal business rate in accordance with the current State-approved Drug Medi-Cal (DMC) Program Code 20 (Alcohol and Drug Services) reimbursement rates, which are located under “Current Rate Structure DMC Rates” at the following website <http://www.adp.ca.gov/dmc/dmc.shtml>. For DHS Contractors, any changes to DMC rates by the State shall become effective the first day of the month following the month that the State announces

the approval of any change(s), i.e. formal adoption of the State budget.

*Note:*

1. Prior to the commencement of work for any services explicitly addressed under “Scope of Service” or “Compensation”, Contractor shall obtain a written authorization form that has been signed by the appropriate caseworker and supervisor; and.
2. Prior to the commencement of work for any services NOT explicitly addressed under “Scope of Service” or “Compensation” written approval from the DHS Director, Assistant Director or Chief Fiscal Officer must be received before providing services.

Services shall not commence without one of the above signed authorizations. A copy of all written authorizations must be included with any invoices submitted for payment. Failure to do so could delay payment. County shall not pay for any services that have not been pre-approved in writing, “no shows,” cancellations, telephone calls, or for the preparation of initial assessment reports and treatment plan reports or bimonthly client progress reports as more fully detailed as follows:

Initial Assessment Report - Within twenty-one calendar (21) days of the client’s initial assessment, Contractor shall provide the caseworker, at no charge to County, with a written initial assessment report and treatment plan report of the Client’s needs including the 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. Once recommended services have been pre-approved in writing and have been initiated, Contractor must secure prior written approval from the appropriate caseworker, supervisor and program manager before commencing with Contractor’s recommendations or before making any changes to the authorized treatment plan report, including type of therapy and number/frequency of sessions.

Bimonthly Client Progress Reports - No later than (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, their progress, and ongoing treatment goals (see Revised Exhibit “A”, marked “Bimonthly Client Progress Report,” incorporated herein and made by reference apart hereof). If an alternate progress report is used, all fields noted on Revised Exhibit “A” are mandatory. Failure to provide said progress report may delay payment for other preauthorized services as said report is a required deliverable.

Court Documents – Upon request, and within the time limit specified by County, Contractor shall provide the caseworker with comprehensive written reports for County’s use in court. Contractor shall be compensated for the report at the DMC Program Code 20 (Alcohol and Drug Services) individual counseling session rate with a maximum limit of a two (2) session rates charged per report. The written initial assessment report and treatment plan report are specifically excluded from the court documents reimbursement rate, as these services shall be provided at no charge to County as defined under “Initial Assessment Report,” above.

Court Appearances and/or Multidisciplinary Team Meetings - Upon subpoena by County, Contractor shall attend court sessions. Upon request by County, Contractor shall attend multidisciplinary team meetings. County shall only pay Contractor for court appearances when County subpoenas Contractor or for attendance at multidisciplinary team meetings when County specifically requests Contractor’s attendance. 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. Contractor shall be paid for these appearances at the DMC Program Code 20 (Alcohol and Drug Services) individual counseling session rate for time actually spent at the pertinent court session or in the meeting. Travel time shall not be included in the reimbursement for these services.

Contractor shall submit written reports within the time limits detailed above to the appropriate caseworker at the address below:

<i>West Slope Contractors Send Reports To:</i>		<i>East Slope Contractors Send Reports To:</i>	
Dept. of Human Services Attn: CPS 3057 Briw Ridge Rd. #A Placerville, CA 95667	Job One OneStop 3047 Briw Road Placerville, CA 95667	Dept. of Human Services Attn: CPS 3368 Lake Tahoe Blvd. #100 South Lake Tahoe, CA 96150	Job One OneStop 3368 Lake Tahoe Blvd. #100 South Lake Tahoe, CA 96150
530/642-7100 (ph) 530/626-7427 (fax)	530/642-4850 (ph) 530/642-5539 (fax)	530/642-7100 (ph) 530/626-7427 (fax)	530/642-4850 (ph) 530/642-5539 (fax)

Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are received and approved in writing by the appropriate Department of Human Services' caseworker and supervisor or program manager. Compensation for services shall not be provided for incomplete services. Written authorizations for services and subsequent approvals of reports shall be attached to invoices.

### ARTICLE III

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of itemized invoice(s) identifying services rendered. 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." Invoices from Contractor received by County and/or submitted for payment from Contractor and accepted by County shall not be deemed evidence of allowable Agreement costs. Failure to submit invoices by the 15<sup>th</sup> of the month following the end of a service month may result in a significant delay in payment. An example of an approved invoice containing necessary and pertinent billing information is described in Revised Exhibit "B" marked "Invoice," incorporated herein and made by reference a part hereof.

*Note:*

1. Prior to the commencement of work for any services explicitly addressed under "Scope of Service" or "Compensation", Contractor shall obtain a written authorization form that has been signed by the appropriate caseworker and supervisor; and.
2. Prior to the commencement of work for any services NOT explicitly addressed under "Scope of Service" or "Compensation" written approval from the DHS Director, Assistant Director or Chief Fiscal Officer must be received before providing services.

For the purposes hereof, the billing rate<sup>1</sup> for services specifically listed under ARTICLE I-Scope of

<sup>1</sup> **Billing Rate Detail:** A) If it is determined that Client has Medi-Cal or other private insurance that covers the service(s), Contractor shall bill the appropriate insurance carrier first as primary insurance carrier. If Client's insurance covers the service(s) at a rate less than the rate set forth in this Agreement, Contractor shall only bill County for the difference,

Services or ARTICLE III-Compensation and as requested in writing shall be at the current State-approved Drug Medi-Cal (DMC) reimbursement rates for Program Code 20 (Alcohol and Drug Services), which are located under “Current Rate Structure-DMC Rates” at the following website <http://www.adp.ca.gov/dmc/dmc.shtml> for the following services. For DHS Contractors, any changes to DMC rates by the State shall become effective the first day of the month following the month that the State announces the approval of any change(s), i.e. formal adoption of the State budget.

<b>SERVICE</b>	<b>RATE</b>
<b><i>Bimonthly Client Progress Reports</i></b>	No Charge
<b><i>Classes</i></b>	\$35 per person -
<b><i>Court Appearances</i></b> <i>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.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b><i>Court Documents</i></b> <i>Upon written request by County and with a maximum limit of two (2)-session rates charged per report.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b><i>Equine Assisted Therapy - Family</i></b> <i>Upon written request by County 1.5 hrs x number of DHS pre-approved attendant individuals identified in said written request and prorated at current DMC rates</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<b><i>Equine Assisted Therapy- Individual</i></b> <i>Upon written request by County 1.5 hrs per individual prorated at current DMC rates</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b><i>Family Therapy</i></b> <i>1.5 hrs per session and per family member upon written request by County and wherein one (1) or more therapists or counselors treat no less than two (2) and no more than twelve (12) family members at the same time.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<b><i>Home Visitations</i></b>	\$45 per hour

minus any insurance “co-pays” collected from Client. If Client has no insurance for the service(s), Contractor shall bill County at the rate set forth in this Agreement and shall not collect “co-pays” from Client. B) For individual therapy sessions, Contractor shall submit a single monthly invoice for each individual, noting: dates of service, name of each individual treated, type of treatment (individual therapy), number of hours of service for each date, and the rate. Contractor shall not collect “co-pays” from Client. C) For family therapy sessions, Contractor shall submit a single monthly invoice for each family, noting: dates of service, names of the family members treated, type of treatment (family therapy), number of hours of service for each date, and the rate. D) For group therapy sessions, Contractor shall submit a separate, single monthly invoice for each group therapy participant for whom County has requested service, noting: date(s) of service, name(s) of the individual(s) treated, type of treatment (group therapy), number of hours of service for each date, and the rate.

<p align="center"><b>Group Counseling</b>  <i>1.5 hrs 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.</i></p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate</p>
<p align="center"><b>Individual Counseling Session</b>  <i>50-60 minutes per session and per individual upon written request by County.</i></p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p align="center"><b>Initial Assessment</b>  <i>50-60 minutes per assessment and per individual upon written request by County. Only one [1] assessment per individual allowed.</i></p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p align="center"><b>Initial Assessment Report and Treatment Plan Reports</b>  <i>Due within 21 days of client's initial assessment</i></p>	<p>No Charge</p>
<p align="center"><b>Multidisciplinary Team Meeting</b>  <i>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.</i></p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>

County shall not pay for “no shows,” cancellations, telephone calls, or preparation of initial assessment reports or bimonthly client progress reports. Contractor shall immediately and verbally inform the caseworker, at no charge to County, of client appointment no-shows, cancellations, or any other urgent concerns directly affecting the client’s treatment plan.

Contractor shall bill County using the attached sample invoice, or a similar invoice, containing all of the same necessary and pertinent billing information. Contractor shall submit only original invoices accompanied by copies of applicable written authorization(s) for requested service(s) and approved report(s) for services provided. Photocopied or faxed invoices shall only be accepted upon pre-approval of the Director, Assistant Director or Chief Financial Officer. Faxed invoices shall not be accepted. Contractor shall ensure only billing information is included on the invoice. Invoices are to be sent as follows:

<b><i>West Slope Contractors Please send invoices to:</i></b>	<b><i>East Slope Contractors Please send invoices to:</i></b>
<p align="center">El Dorado County            Department of Human Services            Attn: Accounting Unit            3057 Briw Road            Placerville, CA 95667</p>	<p align="center">El Dorado County            Department of Human Services            Attn: Accounting Unit            3368 Lake Tahoe Blvd., #100            South Lake Tahoe, CA 96150</p>

The total of this Agreement shall not exceed \$180,000.00 for the three (3) year period.

**ARTICLE XVI**

**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  
DEPARTMENT OF HUMAN SERVICES  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST

or to such other location as the County directs with a copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

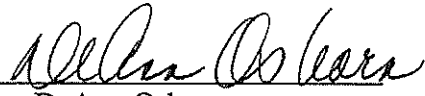
Notices to Contractor shall be addressed as follows:

FAMILY CONNECTIONS EL DORADO, INC.  
344 PLACERVILLE DRIVE, SUITE 10  
PLACERVILLE, CA 95667  
ATTN: WENDY L. WOOD, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

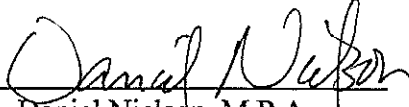
Except as herein amended, all other parts and sections of that Agreement #652-S0810 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

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

Dated: Sept. 9, 2009

**Department Head Concurrence:**

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

Dated: 9-10-09

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement #652-S0810 on the dates indicated below.

-- COUNTY OF EL DORADO --

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

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

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen De Sanchez, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- CONTRACTOR --

FAMILY CONNECTIONS EL DORADO, INC.  
A CALIFORNIA CORPORATION

By: Wendy L. Wood  
Wendy L. Wood  
Executive Director  
"Contractor"





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.

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

Date \_\_\_\_\_

# INVOICE

# REVISED EXHIBIT B

**Important: Only original invoices will be accepted.** To help identify an original invoice, we would prefer that vendors use blue ink. White-out corrections will not be accepted. Please use a separate invoice for each family. If providing family therapy, please list the names of all individuals to whom services were rendered. **\* Please make sure to attach signed authorization form(s) \***

Service Month: \_\_\_\_\_ Invoice / Account Number: \_\_\_\_\_ Caseworker: \_\_\_\_\_  
 Business / Owner Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Business Address: \_\_\_\_\_

Remit-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)
<b>INVOICE TOTAL *</b>							

Service(s) provided by \_\_\_\_\_ [ ] Licensed [ ] Intern  
 I certify that the information on this page is true and correct to the best of my knowledge.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
**West Slope Vendors Send Invoices To:** El Dorado County Dept. of Human Services  
 Accounting Unit  
 3053 Briw Road  
 Placerville, CA 95667  
**East Slope Vendors Send Invoices To:** El Dorado County Dept. of Human Services  
 Accounting Unit  
 3368 Lake Tahoe Blvd., #100  
 South Lake Tahoe, CA 96150

**\*FOR VENDOR USE ONLY:**  
 Beginning contract balance: \_\_\_\_\_  
 Amount remaining on contract: \_\_\_\_\_  
 Total cost billed this invoice: \_\_\_\_\_  
 Total cost billed year-to-date: \_\_\_\_\_

**FOR COUNTY USE ONLY: Program Expense Authorization**

Case Name: \_\_\_\_\_

DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ EA End Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Approvals:**

Social Worker By: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Program Mgr By: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_