

## AGREEMENT FOR SERVICES #555-S1311 AMENDMENT I

Therapeutic Counseling and Substance Abuse Services

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This Amendment I to that Agreement for Services #555-S1311, 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 Tahoe Turning Point, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2494 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150 (Mailing: P.O. Box 17509, South Lake Tahoe, CA 96151), and whose Agent for Service of Process is Richard Barna, 2494 Lake Tahoe Boulevard, Suite B5, South Lake Tahoe, CA 96150 (hereinafter referred to as "Contractor").

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide therapeutic counseling and substance abuse services for the Health and Human Services Agency (HHSA) in accordance with Agreement for Services #555-S1311, dated May 21, 2013; 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, Article XIII – Annual Audit, Article XXIV – Change of Address, Article XXV – Notice to Parties, Article XXXV – Administrator, and Exhibit A;** and

**WHEREAS**, the parties hereto have mutually agreed to add **Article XLIII – Drug-Free Workplace, Article XLIV – Audit by California State Auditor, Article XLV – Continuous Operation, Article XLVI – Taxes, and Article XLVII – Conflict Prevention and Resolution,** and renumber **Article XLII – Entire Agreement** to accommodate the insertion of the five aforementioned Articles.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #555-S1311 shall be amended a first time as follows:

Articles I, III, XIII, XXIV, XXV, XXXV, and Exhibit A are amended in their entirety to read as follows:

## ARTICLE I

**Scope of Services:** Contractor shall provide personnel and services necessary to provide single or multiple units or sessions of therapeutic counseling, alcohol and other drug services, substance abuse testing services, parenting classes, and/or other requested services (service) on an “as requested” basis to clients (Client) referred by County’s Health and Human Services Agency (HHSA).

### A. Professional License Requirements:

1. Therapeutic counseling services shall be provided by a currently Licensed Clinical Social Worker (LCSW), licensed Marriage and Family Therapist (MFT), or Psychologist whose license has been issued and is regulated by the State of California. Certified and Registered Counselors also may provide substance abuse counseling services, per California Code of Regulations Title 9, Chapter 8, Section 13000 et seq. Said licenses or certifications must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the State licensing or certifying agency.
  - a. The California Department of Consumer Affairs, Board of Behavioral Sciences and the California Department of Consumer Affairs, Board of Psychology do not have reciprocity with any other state licensing board. Therefore, any LCSW, MFT, or Psychologist who is providing HHSA approved services to a Client who is receiving services outside California must have a current, clear license issued and regulated by the appropriate certifying agency for the state in which they are practicing.
  - b. Counselors who are Certified, Registered, or Licensed in other States must comply with California Code of Regulations Title 9, Chapter 8, Section 13030 regarding reciprocity.
  - c. Contractor shall notify County within five (5) business days of any pending Federal, State, County, City, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor’s employees’ professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand.
    - i. Within five (5) business days of formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand, Contractor shall provide County with copies of Court accusations and/or dispositions relating to Contractor or Contractor’s employee’s license.
    - ii. Contractor shall provide initial and ongoing proof of compliance with probationary stipulations.

2. If any service is delegated to an intern, the intern must be pre-licensed by the appropriate certifying state agency and all service assignments must be under the direct supervision of a currently licensed Psychologist, Psychiatrist, Licensed Clinical Social Worker, or Marriage and Family Therapist as described above. No intern shall be the sole author of any written initial visit report or any other report that pertains to Client or Client's treatment plan. All Client-related documents must be reviewed, approved, and signed by said licensed Psychologist, Psychiatrist, LCSW, or MFT.

B. Services: When requested via HHS A Authorization, Contractor shall provide services including but not limited to the following:

1. Alcohol and Other Drugs (AOD) Education and AOD Relapse Prevention Programs – Upon written request via HHS A Authorization, Contractor shall provide a comprehensive twelve (12) week AOD Education program or a twelve (12) week AOD Relapse Prevention program. Prior to the admission of Clients into the AOD Education program, the Client shall be subject to an AOD Initial Assessment. There shall be no AOD Initial Assessment for Client(s) entering the AOD Relapse Prevention program.

The AOD Education and the AOD Relapse Prevention programs shall be "client focused," culturally appropriate, and designed to provide Client(s) the opportunity to identify, address, and develop self-management skills and strategies regarding the main issues and concerns associated with Client's identified substance misuse. AOD program service weeks do not have to be provided in consecutive order. Services may be provided in nonconsecutive order at the mutual discretion of HHS A and Contractor until the full 12-week program is completed by Client. Services shall be invoiced and pro-rated in either four (4) week increments or following the completion of four (4) group counseling sessions, whichever comes first, according to Client's actual program participation.

AOD Education and AOD Relapse Prevention programs shall include, but not be limited to the following components:

- Individual counseling (six 30 minute sessions, compensated at \$12.50/session)
- Group counseling (twelve 90 minute sessions, compensated at \$27.50/session)
- Random drug tests (six 5-panel UA; 1 EtG, compensated at \$25.83/test)

Additionally, Client(s) shall be required to attend a total of fifteen (15) Narcotics Anonymous (NA) and/or Alcoholics Anonymous (AA) meetings and shall be required to provide proof of meeting attendance to Contractor. Contractor shall monitor Client's attendance at NA or AA meetings. Contractor shall not charge County for monitoring Client's attendance at said meetings.

All case management and report writing requirements are included in the cost of this program. Invoices shall identify the service date(s) and the number of units of service provided per Client per each service date.

2. Court Meetings and Court Appearances – As arranged by and upon notification from the Court, or as the Court directs County, or upon subpoena, Contractor shall attend

client-related Court meetings (Court Meeting) and Court sessions (Court Appearances.)

- a. Court Meetings are mandatory case compliance meetings directed by the Court. Contractor shall be paid for their attendance at Court Meetings using the Regular Drug Medi-Cal (DMC) Outpatient Drug Free (ODF) Individual Counseling face-to-face visit Unit of Service Rate as their hourly rate for time actually spent at the Court Meeting. Contractor is required to sign in with the Court Clerk at said meeting and, as requested by County, may be required to provide Minutes of the Court to further verify their attendance at same. Failure to sign in with the Court Clerk or provide Minutes of the Court as requested by the County may delay payment. If the Court's Meeting is cancelled by the Court less than 24 hours in advance of its scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of that month's cancelled Court Meeting, not to exceed two (2) hours.
  - b. Court Appearances are mandatory court case appearances as directed by the Court. Contractor shall be paid for their attendance at Court Appearances using the Drug Medi-Cal DMC ODF Individual Counseling face-to-face visit Unit of Service Rate as their hourly rate and pro-rated for time actually spent at the Court Appearance. Contractor may not invoice County if Court Appearance is cancelled.
3. Family Therapy/Group Therapy/Individual Therapy - Upon written request via HHSA Authorization, Contractor shall provide the requested therapy. Said therapy shall be conducted in a confidential setting where all family/group members understand and respect the expectation of maintaining strict confidentiality. Further, said confidential setting shall restrict access to individuals not participating in family/group/individual therapy.
  4. Independent Living Program - Upon written request via HHSA Authorization, Contractor shall provide Independent Living Program (ILP) services. Said services shall include one (1) assessment, two (2) individual meeting/session, and 12 independent living program classes.
  5. Initial Visit (non-AOD) and/or Initial AOD Assessment - Contractor shall collect demographic, financial, health, family, living situation, and other pertinent information as necessary to establish Client records and to support reporting requirements. Initial Visit and/or Initial AOD Assessment also includes identifying appropriate treatments and frequency of treatments, referring Client(s) to other resources as appropriate, planning the delivery of treatment services, documenting treatment plans, and addressing goals to be reached including action steps/target dates. For Welfare-to-Work Client(s), Initial Visit and/or Initial AOD Assessment shall identify and include a plan to participate in Welfare-to-Work approved activities, as appropriate. For Child Protective Services Client(s), Initial Visit and/or Initial AOD Assessment shall identify and include a plan to participate in the Child Protective Services case plan.
  6. Multidisciplinary Team Meeting Appearances - Upon request by County, Contractor shall attend multidisciplinary team meetings. County shall only pay Contractor 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 or organizations in which County considers Contractor, Contractor's staff, or assigns to be regular standing members. Contractor shall be paid for these appearances at the DMC rate for Regular DMC individual counseling session rate for time actually spent at the meeting.

7. Substance Abuse Tests – Upon written request via HHSA Authorization, Contractor shall provide the requested substance abuse test(s). All tests (negative and positive) shall be sent to a lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days. HHSA shall receive written confirmation of all positive and negative test results.

Services shall only be provided following approval via signed HHSA Authorization. Multiple units of service (Multiple Units) shall be defined as one or more units of same or similar service(s) provided to Client(s) on a single day, as more fully defined under the Article titled "Compensation for Services."

Contractor shall immediately contact the appropriate staff, at no charge to County, to inform them of Client appointment no-shows, cancellations, or any other urgent concerns directly affecting Client or Client's treatment plan.

C. Reports: Contractor shall provide written reports, including but not limited to the following:

1. Court Documents – Upon request, and within the time limit specified by County, Contractor shall provide HHSA staff with comprehensive written reports for County's use in court. Contractor shall be compensated for the report(s) at the Regular DMC individual counseling session rate with a maximum limit of a two (2) session rates charged per report. The written initial visit report is specifically excluded from the court documents reimbursement rate, as this service shall be provided at no charge to County and as further defined under "Initial Visit Report."
2. Initial Visit/Initial AOD Assessment Report - Within thirty calendar (30) days of Client's initial visit/initial AOD assessment, Contractor shall provide appropriate HHSA staff, at no charge to County, with a written initial visit/initial AOD assessment 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. Once recommended services have been pre-approved via an HHSA Authorization and Contractor has initiated services, Contractor may not make any alterations without first securing a revised HHSA Authorization from the appropriate HHSA staff.
3. Monthly Client Progress Reports (required from vendors providing services to Child Protective Services (CPS) clients and on an "as requested basis" by other HHSA programs) - Contractor shall provide appropriate HHSA staff, at no charge to County, with a brief written progress report that outlines the primary issues being addressed with each Client, their progress to date as evidenced by observable behaviors or cognitions, and ongoing treatment goals (see Exhibit A, marked "Monthly Client Progress Report," incorporated herein and made by reference a part hereof) no later

than (30) days after the end of each Client’s service month. A “service month” shall be defined as a calendar month during which Contractor provides Client services in accordance with “Scope of Services.” If an alternate progress report is used, all fields noted on Exhibit A are mandatory.

The above written reports are a required deliverable of this Agreement and Contractor’s failure to provide them to HHSa within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to the client until the requested written reports have been submitted. It is a further requirement of this Agreement that all written reports submitted to HHSa shall contain the report writer’s original signature. It is recommended, but not required, that all original signatures be made using blue ink. This signature shall act as a declaration that the contents of the written report(s) are accurate.

**ARTICLE III**

**Compensation for Services:** Prior to the commencement of any HHSa authorized service(s), Contractor shall determine the category that Client falls under as set forth in the chart listed below:

<i><b>Client Insurance Category</b></i>	<i><b>Procedures to Follow to Receive Reimbursement for Services</b></i>
<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, 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

<i>Client Insurance Category</i>	<i>Procedures to Follow to Receive Reimbursement for Services</i>
	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 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:

- 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 Services at the following website address: <http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>.<sup>1</sup>
- 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.<sup>2</sup>

<i>Service</i>	<i>County Standardized Rate</i>
<i><b>AOD Reports.</b> 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 the County, with a brief written progress report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals. The AOD Report must be submitted along with the invoice.</i>	No Charge
<i><b>Court Appearances.</b> Upon Court subpoena and prorated for time actually spent at the pertinent court session. If Court Appearance is cancelled, Contractor may <b>not</b> invoice for the appearance.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling Unit of Service (UOS) Rate
<i><b>Court Documents Preparation.</b> 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.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate

<sup>1</sup>The California ADP Bulletin contains information on the most current DMC rates, which can be found at the CA Dept. of Health Services (<http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>). This link will open the "Alcohol and Drug Bulletins and Letters" page. Click on the link titled "Proposed Drug Medi-Cal Rates for Fiscal Year \_\_\_\_" (most current fiscal year) or click on the Exhibit link to open the DMC rate chart.

<sup>2</sup> 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>

<b>Service</b>	<b>County Standardized Rate</b>
<p><b>Court Meetings.</b> 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><b>Family Therapy Session.</b> 60 minutes per session upon written request via HHSA 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 request.</p>	<p>Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate per each attending family member</p>
<p><b>Group Counseling Session.</b> 60 minutes per session and per group therapy participant upon written request via HHSA Authorization 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 request.</p>	<p>Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate</p>
<p><b>Individual Counseling Session.</b> 50-60 minutes per session and per individual upon written request via HHSA Authorization. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.</p>	<p>Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate</p>
<p><b>Initial AOD Assessment.</b> 50-60 minutes per Initial Assessment and per individual upon written request by County. Initial AOD Assessment shall include face-to-face interviews and all required or relevant laboratory testing, including but not limited to substance abuse testing, at no additional cost to County. The definition of Initial AOD Assessment as it applies to this Agreement is an initial process that identifies Clients who are likely to have AOD disorders with associated behavioral disorders. Only one (1) Initial Assessment per Client shall be allowed.</p>	<p>Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate</p>
<p><b>Initial AOD Assessment Results and/or AOD Treatment Plan Report(s).</b> Any reports, results and/or treatment plans resulting from Client's Initial Assessment, including but not limited to any relevant laboratory testing and/or substance abuse testing results, shall be provided to County within 30 days of</p>	<p>No Charge</p>



<i>Service</i>	<i>County Standardized Rate</i>
<p><i>Client's Initial Assessment at no charge to County. Said written initial AOD Assessment and treatment plan report 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 AOD Assessment Results and Report must be submitted along with the invoice.</i></p>	
<p><b>Initial Visit Report(s) (non-AOD).</b> <i>Within thirty (30) calendar days of Client's initial visit and at no charge to County, Contractor shall provide appropriate HHSA 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.</i></p>	No Charge
<p><b>Monthly Client Progress Reports.</b> <i>No later than thirty (30) days after the end of each service month, Contractor shall provide the appropriate HHSA 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.</i></p>	No Charge
<p><b>Multidisciplinary Team Meeting.</b> <i>Upon written request via HHSA Authorization 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>	Current Drug Medi-Cal Rate for Regular DMC for Outpatient Drug Free Individual Counseling UOS Rate

<b>AOD Programs</b>	<b>Negotiated Rate</b>
<p><b>12-Week AOD Education Program or 12-week AOD Relapse Prevention.</b> Upon written request by HHSA, Contractor shall provide a comprehensive twelve (12) week AOD Education or a twelve (12) week AOD Relapse Prevention program. AOD program 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 twelve (12) week program is completed by Client.</p>	<p>A \$560 per Client. Program service weeks shall be billed in four (4) week increments or the upon the completion of four (4) group counseling sessions, whichever comes first, according to Client's actual program participation as follows:</p> <ol style="list-style-type: none"> <li>1 \$180.00 (first four (4) weeks/group counseling);</li> <li>2 \$180.00 (second four (4) weeks/group counseling);</li> <li>3 \$200.00 (final four (4) weeks/group counseling)</li> </ol> <p>B Services provided for Clients who attend the AOD program for only one (1) to seven (7) days shall be invoiced using normal service rates for provided services (i.e. Regular Drug Medi-Cal rates for therapeutic counseling and actual testing rates for drug services provided), as further detailed in this service rate schedule.</p> <p>C Services provided for Clients who attend more than seven (7) days but less than a complete four (4) week/group counseling shall be invoiced using AOD service rates as follows: 30- minute individual therapeutic counseling sessions at \$12.50 each session; 90-minute group counseling sessions at \$27.50 each session; and \$25.83 for each random drug test.</p>

<b>Substance Abuse Test</b>	<b>Negotiated Rate</b>
<b>5 Panel UA</b>	\$45.00
<b>9 Panel UA</b>	\$65.00
<b>EtG Substance Abuse Test</b>	\$45.00
<b>EtG Substance Abuse Test and 5 Panel UA Combo</b>	\$90.00

<i>Substance Abuse Test</i>	<i>Negotiated Rate</i>
<i>EtG Substance Abuse Test and 9 Panel UA Combo</i>	\$110.00
<i>Hair Strand Testing (5 Panel)</i>	\$50.00
<i>Hair Strand Testing (9 Panel)</i>	\$80.00
<i>Parenting Classes</i>	\$35.00 per Client, per class

<i>Independent Living Program</i>	<i>Negotiated Rate</i>
<i>ILP Assessment. Upon written request by County, maximum one (1) session</i>	\$55.00
<i>Individual Meeting/Session. Upon written request by County, maximum two (2) sessions</i>	\$35.00/session
<i>ILP Classes. Upon written request by County, maximum 12 classes. Classes include but are not limited to: Education and Training, Money Management, Career Development and Resume, Living Independently, Health and Counseling Services, Resource Listing and Training, Military, and Transitional Housing Placement Plus Foster Care (THP+FC).</i>	\$30.67 per person per class

**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.
- G. Statement verifying Contractor has confirmed Client’s appropriate insurance category (see above chart detailing Client insurance coverage) and, if applicable, whether Contractor has billed Client’s said health insurance carrier(s) as primary health insurance carrier(s) and, for Clients with private health insurance coverage, if Contractor is only invoicing County for any private health insurance carrier-required co-pays or deductibles.

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 30<sup>th</sup> 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>
<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3368 Lake Tahoe Blvd. 100 South Lake Tahoe, CA 96150-7915</p>

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 maximum contractual obligation under this Agreement shall not exceed \$500,000.00 for all of the stated services during the term of the Agreement.

**ARTICLE XIII**

**Annual Audit:** Pursuant to the Office of Management and Budget (OMB) Super Circular, any entity that receives federal funds, as stated in the Super Circular, 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 HHSA address listed in Agreement’s Article titled “Notice to Parties.”

**ARTICLE XXIV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein this Agreement under the Article titled “Notice to Parties.” Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

In the event of a change in address for any County office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained

herein this Agreement under the Article titled "Notice to Parties." Said Notice shall become a part of this Agreement and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**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. Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS UNIT

Or to such other location as County directs with a 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 TURNING POINT, INC.  
PO BOX 17509  
SOUTH LAKE TAHOE, CA 96151  
ATTN: RICHARD BARNA, EXECUTIVE DIRECTOR

Or to such other location as Contractor directs.

**ARTICLE XXXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Mark Contois, Program Manager II, or successor.

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

**ARTICLE XLIII**

**Drug-free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Government Code §8350 et seq.) and any subsequent amendments to either Act thereto. A “drug free workplace” means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of §202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.

**ARTICLE XLIV**

**Audit by California State Auditor:** Contractor acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code § 8546.7. Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

**ARTICLE XLV**

**Continuous Operation:** Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.

**ARTICLE XLVI**

**Taxes:** Contractor certifies that as of today’s date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE XLVII**

**Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

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**Former Article XLII is hereby renumbered as Article XLVIII and shall read as follows:**

**ARTICLE XLVIII**

**Entire Agreement:** This Agreement for Services #555-S1311 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 #555-S1311 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Mark A. Contois  
Mark Contois,  
Program Manager II  
Health and Human Services Agency

Dated: 1-15-15

**Requesting Department Head Concurrence:**

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

Dated: Jan. 16, 2015

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #555-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 2-24-15

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


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

By:   
Deputy Clerk

Dated: 2-24-15

-- CONTRACTOR --

TAHOE TURNING POINT, INC.  
A CALIFORNIA CORPORATION

By:   
Richard Barna  
Executive Director  
"Contractor"

Dated: 1-20-15

HL



**EXHIBIT A**

**County of El Dorado  
Health and Human Services Agency  
Monthly Client Progress Report**

Provider's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Client's Name: \_\_\_\_\_

Social 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 County of El Dorado Health and Human Services Agency-Social Services Division on a monthly basis and send the report to the appropriate office listed below:

West Slope Vendors, send report to:	East Slope Vendors, send report to:
County of El Dorado Health and Human Services ATTN: Accounting Unit 3057 Briw Road Placerville, CA 95667	County of El Dorado Health and Human Services ATTN: Accounting Unit 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150

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

Date \_\_\_\_\_