

AGREEMENT FOR SERVICES #300-105-M-E2010
AMENDMENT I

This Amendment I to that Agreement for Services #300-105-M-E2010, 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 JDT Consultants, Inc., a California Corporation (hereinafter referred to as CONTRACTOR);

R E C I T A L S

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide Therapeutic Behavioral Services (TBS) for mentally ill minors on an "as requested" basis for the County of El Dorado Health Services Department, Mental Health Division in accordance with Agreement for Services #300-105-M-E2010, effective July 1, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend *Article II - Term*; and

WHEREAS, the parties hereto have mutually agreed to amend *Article III - Compensation for Services*;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #300-105-M-E2010 shall be amended a first time as follows:

1) Article II, Term, shall be amended in its entirety to read as follows:

Article II. TERM

This Agreement shall be effective July 1, 2010 and shall expire June 30, 2012, unless terminated earlier pursuant to provisions under Article XV or Article XVI herein.

2) Article III, Compensation for Services, shall be amended to read as follows:

Section 3.01 CONTRACTOR shall submit monthly invoices no later than thirty (30) days following the end of a “service month” except in those instances where CONTRACTOR obtains written approval from COUNTY Health Services Director or Director’s designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a “service month” shall be defined as a calendar month during which CONTRACTOR provides services in accordance with ARTICLE I, “Scope of Services.”

Section 3.02 For services provided herein, COUNTY agrees to pay CONTRACTOR monthly in arrears and within forty-five (45) days following the COUNTY’S receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be those listed below, and shall not exceed the Statewide Maximum Allowable (SMA) rates for authorized services, as determined by the State during the term of this Agreement. Should the State discontinue providing SMA rates, the rates charged by CONTRACTOR will not exceed the last available SMA rates, pending any amendment by the parties. Payment shall be made for actual services rendered and shall not be made for service units the client did not attend or receive. Each invoice shall describe: a) units of service by individual client served, and b) dates of service detail for each client.

Section 3.03 CONTRACTOR shall not charge any patients or third party payors any fee for service.

Section 3.04 It is expressly understood and agreed between the parties hereto that the COUNTY shall make no payment for COUNTY-responsible clients and have no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder received prior written authorization from Health Services Director or the Director’s designee. It is further agreed that COUNTY shall make no payments for services unless CONTRACTOR has provided COUNTY with evidence of insurance coverage as outlined in ARTICLE XIX hereof. COUNTY may provide retroactive authorization when special circumstances exist, as determined by the Health Services Director or the Director’s designee, based upon CONTRACTOR’S written request.

Section 3.05 In accordance with Title 9, CCR, Section 565.5, reimbursement for services under this Agreement shall be limited to persons who are unable to obtain private care. Such persons are those who are unable to pay for private care or for whom no private care is available within a reasonable distance from their residence.

Section 3.06 It is understood that any payments received from COUNTY for services rendered under this Agreement shall be considered as payment in full and CONTRACTOR cannot look to any other source for reimbursement for the units of service provided under this Agreement, except with specific authorization from the Health Services Director.

Section 3.07 RATES FOR FISCAL YEAR 2010/2011 and FISCAL YEAR 2011/2012:

Therapeutic Behavioral Services (TBS) \$2.00 per minute

Section 3.08 The total amount of this Agreement shall not exceed \$130,000.

Except as herein amended, all other parts and sections of that Agreement #300-105-M-E2010 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____

Neda West, Director
Health Services Department

Dated: _____

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that

Agreement for Services #300-105-M-E2010 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Raymond J. Nutting
Chair, Board of Supervisors
"COUNTY"

Dated: _____

Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

Deputy

Dated: _____

-- CONTRACTOR --

JDT CONSULTANTS, INC.

By: _____

Jana Todd, Chief Executive Officer
JDT Consultants, Inc.
"CONTRACTOR"

Dated: _____

By: _____

Corporate Secretary

Dated: _____