

AGREEMENT FOR SERVICES #043-S1711 (FENIX #88)  
AMENDMENT III

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This Amendment III to that Agreement for Services #043-S1711, 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)" or "AOD Counselor(s)" for counseling services and support to the Probation Department, in accordance with Agreement for Services #043-S1711, dated June 28, 2016, Amendment I, dated March 23, 2017, and Amendment II dated September 4, 2018, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to add sessions for minors out of custody, hereby amending **ARTICLE I Scope of Services**.

**WHEREAS**, the parties hereto have mutually agreed to add services and increase compensation, hereby amending **ARTICLE III Compensation for Services**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #043-S1711 shall be amended a third time as follows:

**ARTICLE I**

**Scope of Services is hereby amended to add sub-paragraph eight (8) as follows:**

Contract shall not be limited to in custody youth. Services given shall be at the discretion and as approved by the Juvenile Detention Assistant Superintendent on a space available basis.

**ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the 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." Failure to submit invoices by

the 15<sup>th</sup> 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, 2017, 2018, 2019) all invoices for months within the fiscal year ending must be received by County no later than July 15 for payment processing.

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, DS, 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).

County shall pay Contractor an hourly rate for Program Therapist's hours or AOD Counselor(s) actual hours. Program Therapist(s) or AOD Counselor(s) hours shall be coded on invoices and backup documents as either "JTC", "RS", "DS", or "CR" hours as listed below:

- "JTC" Hours - Actual hours worked at the Juvenile Treatment Center are to be coded "JTC"
- "DS" Hours - Direct Services as provided at contractor's or other community facilities are to be coded as "DS"
- "RS" Hours - Related staff meetings, trainings, and clinical supervision services are to be coded as "RS"
- "CR" Hours - Crisis Response hours shall be at a minimum of 4 hours per episode

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

- Program Therapist(s) = \$65.00 per hour, no more than 30 hours each calendar week.  
\*Program Therapist maximum hours may be increased to 52 hours each calendar week, if the Probation Department position of Mental Health Program Coordinator is vacant.
- AOD Counselor(s) = \$55.00 per hour, no more than 40 hours each calendar week.
- Program Therapist(s) = \$65.00 per hour, no more than 15 hours each calendar week for out of custody youth.
- AOD Counselor(s) = \$55.00 per hour, no more than 10 hours each calendar week for out of custody youth.
- “RS” hours, no more than 3 hours each calendar week.
- “DS” hours, no more than 10 hours per week.

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

Total amount of this Agreement shall not exceed \$400,141.95.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Probation Department - Fiscal  
3974 Durock Rd, Ste. 205  
Shingle Springs, CA 95682

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XII, Default, Termination, and Cancellation.

Except as herein amended, all other parts and sections of that Agreement #043-S1711 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Kaci Smith  
Assistant Superintendent - Juvenile Treatment Center  
Probation Department

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Brian Richart  
Chief Probation Officer  
Probation Department

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**IN WITNESS WHEREOF**, the parties hereto have executed this third Amendment to that Agreement for Services #043-S1711 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

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

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

Chair  
Board of Supervisors  
"County"

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

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

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

**-- CONTRACTOR --**

Tahoe Youth and Family Services  
A California Corporation

By: \_\_\_\_\_  
Karen Carey  
Executive Director  
"Contractor"

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

By: \_\_\_\_\_  
Corporate Secretary

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