

# ORIGINAL

## AGREEMENT FOR SERVICES #386-S0511 AMENDMENT III

---

---

This Amendment III 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, Amendment I, dated February 28, 2006, and Amendment II, dated July 17, 2007, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to clarify the scope, extend the term, and increase the compensation of said Agreement, hereby amending **ARTICLE I – Scope of Services**, **ARTICLE II – Term**, and **ARTICLE III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE XII – Notice to Parties** and **ARTICLE XIX – Administrator**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXIV – Mandated Reporter Requirements**, **ARTICLE XXV – Conflict of Interest**, **ARTICLE XXVI - Medi-Cal Screening**, **ARTICLE XXVII - Compliance with All Federal, State and Local Laws and Regulations**, **ARTICLE XXVIII - Access to Records**, and **ARTICLE XXIX - County Business License**.

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

## ARTICLE I

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

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 treatment plan or report. 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 ARTICLE III-Compensation for Services.

Prior to the commencement of work for any contracted service(s), Contractor shall obtain a written authorization form that has been signed by the appropriate caseworker and supervisor. Perinatal services and reimbursement for perinatal services are not included in this Agreement.

A written proposal shall be submitted to and approved by the Department of Human Services Director, Assistant Director, and/or Chief Fiscal Officer prior to the commencement of any work for any services requested but not specified within "Scope of Services" and/or having specific pricing in either "Compensation for Services", and/or the attached Exhibit "C".

Services shall not be started 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. The 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 assessments or bimonthly client progress reports as more fully detailed as follows:

Initial Assessment - Within twenty-one (21) days of the client's initial visit, Contractor shall provide the appropriate caseworker, at no charge to County, with a written initial assessment and treatment plan of the client's needs including the type of therapy to be utilized, recommended number/frequency of sessions, and whether or not additional or different services may be required or recommended,. Contractor shall secure prior written approval from the appropriate caseworker and their supervisor prior to the initiation of service. Written approval shall be secured from the appropriate caseworker, their supervisor, and program manager before making any changes to the authorized treatment plan, 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 the County, with a brief written progress report outlining the primary issues being addressed with each client, their progress, and

ongoing treatment goals per 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 included as a required deliverable.

Court Documents – Upon request and within the time limit specified by County, Contractor shall provide the caseworker, at the DMC individual counseling session rate of 50 minutes per session and with a two (2) hour maximum per report limit, comprehensive written reports for County's use in court. Please note that the written initial assessment and treatment plan are excluded from the court documents reimbursement rate as payment for the initial assessment and treatment plan are addressed under "Initial Assessment", above.

Court Appearances and/or Multidisciplinary Team Meetings - Upon subpoena by County, Contractor shall attend court sessions. Upon specific 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.

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: Child Protective Services 3057 Briw Ridge Rd. #A Placerville, CA 95667  530/642-7100 (ph) 530/626-7427 (fax)	Dept. of Human Services Attn: Child Protective Services 981 Silver Dollar Ave. South Lake Tahoe, CA 96150  530/573-3201 (ph) 530/541-2803 (fax)

Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are submitted to and approved by the Department of Human Services. Compensation for services shall not be provided for incomplete services. Reports and authorizations shall be attached to invoices.

## **ARTICLE II**

**Term:** The term of this Agreement as amended shall be for the period of June 28, 2005 through June 30, 2008.

## **ARTICLE III**

**Compensation for Services:** For 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". 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. Invoices submitted for payment by the 15<sup>th</sup> of the month following the end of a service month shall be paid 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 “B” marked “Invoice,” incorporated herein and made by reference a part hereof.

For the purposes hereof, the maximum billing rate<sup>1</sup> shall be at the current State-approved Drug Medi-Cal (DMC) reimbursement rates, described in Exhibit “C” marked “Drug Medi-Cal (DMC) Reimbursement Rate Schedule Effective January 1, 2008, El Dorado County Departments of Human Services and Public Health, Substance Abuse and Other Therapeutic Counseling and Treatment Services” except for the following rates:

<i>SERVICE</i>	<i>MAXIMUM RATE</i>
Bimonthly Client Progress Reports	No Charge
Court Appearances	Current Drug Medi-Cal Reimbursement Rate for Individual Counseling Session upon subpoena by County and for time actually spent in courthouse.
Court Documents	Current Drug Medi-Cal Reimbursement Rate for Individual Counseling Session with a two (2) hour maximum per report.
Family Therapy (1.5 hrs)	\$31.56 per family member per session with a maximum twelve family members per session.
Initial Assessment (due within 21 days of client’s initial visit)	No Charge
Multidisciplinary Team Meeting	Current Drug Medi-Cal Reimbursement Rate for Individual Counseling Session upon request by County and for time actually spent in meeting.

The County shall not pay for “no shows”, cancellations, telephone calls, or preparation of initial assessments 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.

<sup>1</sup> **Maximum Billing Rate Detail:** A) If it is determined the client has private insurance that covers the service(s), Contractor shall bill the appropriate insurance carrier first as primary 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. B) For individual therapy sessions, Contractor shall submit a single monthly invoice for each individual, noting the dates of service, the name of each individual treated, the type of treatment (individual therapy), the number of hours of service for each date, and the rate. C) For family therapy sessions, 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 shall be at the set hourly rate for the family unit, not per person. D) For group therapy sessions, Contractor shall submit a separate, single monthly invoice for each group therapy 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.

Contractor shall bill County using the attached sample invoice, or a similar invoice, containing the same necessary and pertinent billing information. Contractor shall submit only original invoices and a copy of the written authorization(s) for service with all invoices submitted and bimonthly reports as applicable for payment. Photocopied or faxed invoices shall 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. Invoices are to be sent accordingly:

<i>West Slope Contractors, please send invoices to:</i>	<i>East Slope Contractors, please send invoices to:</i>
<p>El Dorado County            Department of Human Services            Attn: Accounting Unit            3057 Briw Road            Placerville, CA 95667</p>	<p>El Dorado County            Department of Human Services            Attn: Child Protective Services            981 Silver Dollar Avenue            South Lake Tahoe, CA 96150</p>

The total of this Agreement, as amended, shall not exceed \$150,000.00 for the stated term.

**ARTICLE XII**

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

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

NEW MORNING YOUTH AND FAMILY SERVICES, INC.  
 6765 GREEN VALLEY ROAD  
 PLACERVILLE, CA 95667

or to such other location as the Contractor directs.

**ARTICLE XIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Staff Services Analyst, Human Services Department, or successor.

#### **ARTICLE XXIV**

**Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act.

#### **ARTICLE XXV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

#### **ARTICLE XXVI**

**Medi-Cal Screening:** Contractor shall screen 100% of referred clients for Medi-Cal eligibility. The screening shall include, but not be limited, to:

1. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time the client is referred for service; and
2. Verifying El Dorado County as the responsible County; and
3. Assessing for valid full scope aid codes; and
4. Monthly verification of client eligibility during the time the services are provided to the client.

#### **ARTICLE XXVII**

**Compliance with All Federal, State and Local Laws and Regulations:** Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Department of Human Services.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

**ARTICLE XXVIII**


**Access to Records:** The Contractor shall provide access to the Federal, State or local Contractor agency, the Controller General of the United States, or any of their duly authorized Federal, State or local representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

**ARTICLE XXIX**

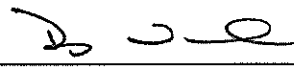
**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

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

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: March 5, 2008  
DeAnn Osborn  
Staff Services Analyst  
Human Services Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 3/5/08  
Doug Nowka  
Director  
Human Services Department

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #386-S0511 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

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

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

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

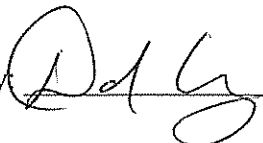
By: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy Clerk

-- CONTRACTOR --

Dated: 4/4/08

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

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

David Ashby  
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:

West Slope Vendors, send invoice to:		East Slope Vendors, send invoice to:	
Social Worker's Name	E&T Worker's Name	Social Worker's Name	E&T Worker's Name
El Dorado County	Job One OneStop	El Dorado County	Job One OneStop
Dept. of Human Services	4535 Missouri Flat Road, #1A	Dept. of Human Services	981 Silver Dollar Avenue
3057 Briw Road	Placerville, CA 95667	981 Silver Dollar Avenue	South Lake Tahoe, CA 96150
Placerville, CA 95667		South Lake Tahoe, CA 96150	

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

\_\_\_\_\_  
Date

# INVOICE

**Important:** Only original invoices will be accepted. To help identify an original invoice, we would prefer vendors 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.

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

Vendor ID#: \_\_\_\_\_ Logged In: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ By: \_\_\_\_\_

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

**Approvals:**

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

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

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

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

I certify that the information on this page is true and correct to the best of my knowledge.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>West Slope Vendors, send invoice to:</b>	<b>East Slope Vendors, send invoice to:</b>
El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667	El Dorado County Department of Human Services 981 Silver Dollar Avenue South Lake Tahoe, CA 96150

**\*FOR VENDOR USE ONLY:**

Beginning contract balance:	Total cost billed this invoice:
Amount remaining on contract:	Total cost billed year-to-date:

**Exhibit "C"**  
**Drug Medi-Cal (DMC) Reimbursement Rate Schedule Effective January 1, 2008**  
**El Dorado County Departments of Human Services and Public Health**  
**Substance Abuse and Other Therapeutic Counseling and Treatment Services**

*NOTE:* Any changes to DMC rates by the State will 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.

---

**Outpatient Services**

*Group Session (1.5 hrs)*

- \$31.56
- A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served.

*Individual Counseling Session (50 minutes)*

- \$74.79
- A face-to-face session between a client and a therapist or counselor.

*Perinatal Group Session (1.5 hrs)*

- \$63.62
- A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child (ren).
- Reimbursable only thru Perinatal Set-Aside and Perinatal Drug Medi-Cal funding

*Perinatal Individual Session (50 minutes)*

- \$106.08
- A face-to-face session between a client and a therapist or counselor. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child (ren).
- Reimbursable only thru Perinatal set-aside and Perinatal Drug Medi-Cal funding.

*Day Care Rehabilitative*

- \$67.55
- Substance abuse counseling and rehabilitation services lasting three or more hours, but less than 24 hours, per day, for three or more days per week.

*Individual Assessment (50-60 minutes)*

- \$74.79
- The evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance abuse disorders; the diagnosis of drug abuse disorders; and the assessment of treatment needs to provide medically necessary treatment services.

*Intake (50 minutes)*

- \$74.79
- The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.

# EXHIBIT C

## *Treatment Planning (50 minutes)*

- \$74.79
- Collaborative session between program staff and client to identify problems, goals, action steps, and target dates as components of an individual's prescribed course of substance abuse treatment.

## *Discharge (50 minutes)*

- \$74.79
- Face-to-face final collaborative session between program staff and client to reinforce newly developed recovery skills and develop a plan to maintain those skills upon conclusion of treatment.

## *Crisis Intervention (50 minutes)*

- \$74.79
- Face-to-face contact between a program staff person and a client in crisis. Services provided must focus on alleviating the crisis problem. Crisis means an unforeseen event or circumstance which presents an imminent threat of relapse, or actual relapse, to the client.

## *Case Management (50 minutes)*

- \$74.79
- Activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to 4 episodes per month. Not billable per client.

## *Transitional Housing (per day)*

- \$17.50
- A clean and sober living environment meeting the requirements of the California Association of Recovery Homes voluntary certification process. Clients in transitional housing shall be encouraged to actively seek permanent housing, work toward a high school diploma or GED if they do not possess one, and, if unemployed, begin an intensive job search within 72 hours of entering transitional housing.

## **Inpatient Services**

### *Residential Treatment (per bed day)*

- Not to exceed \$92.00. The actual rate will be negotiated between the purchaser and the vendor.
- The delivery of services to males and females in an inpatient setting. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.

### *Residential Perinatal Treatment (per bed day)*

- \$96.81
- The delivery of services to females who are pregnant or who have children age 17 or under, including women who are attempting to regain legal custody of their child (ren). Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.

### *Residential Perinatal Drug Medi-Cal (room and board per bed day)*

- \$17.00
- Eligible clients must meet Title 22 Drug Medi-Cal requirements and program must be Drug Medi-Cal certified. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.