

ORIGINAL

AGREEMENT FOR SERVICES # 052-S0911 AMENDMENT I

THIS AMENDMENT I to that Agreement for Services #052-S0911 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 on an "as requested" basis for clients referred by the Department of Human Services in accordance with Agreement for Services #052-S0911, dated July 1, 2008, for the term of July 1, 2008 through June 30, 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** to add parenting classes, **ARTICLE III - Compensation for Services**, and **ARTICLE XVI – Notice to Parties**.

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary to furnish therapeutic counseling services and parenting classes as requested by County. Therapeutic counseling services shall include, but not be limited to, psychotherapeutic counseling services to address and treat social, psychological, chemical addiction, medical and/or other identified 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 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 can be 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.

Perinatal services are not included in this Agreement.

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 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 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 4535 Missouri Flat Rd. #1A Placerville, CA 95667	Dept. of Human Services Attn: CPS 981 Silver Dollar Ave. South Lake Tahoe, CA 96150	Job One OneStop 981 Silver Dollar Ave. South Lake Tahoe, CA 96150
530/642-7100 (ph) 530/626-7427 (fax)	530/642-5505 (ph) 530/642-5539 (fax)	530/573-3201 (ph) 530/541-2803 (fax)	530/573-4330 (ph) 530/543-6737 (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.

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." Failure to submit invoices by the 15th 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 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 rate¹ for services specifically listed under ARTICLE I-Scope of 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 can be 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.

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¹ **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 at a rate less than the rate set forth in this Agreement, Contractor shall only bill County for the difference. If Client has no insurance for the service, Contractor shall bill 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. 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 the date(s) of service, the name(s) of the individual(s) treated, the type of treatment (group therapy), the number of hours of service for each date, and the rate.

SERVICE	RATE
<i>Bimonthly Client Progress Reports</i>	No Charge
<p align="center"><i>Court Appearances</i> <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></p>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<p align="center"><i>Court Documents</i> <i>Upon written request by County and with a maximum limit of two (2)-session rates charged per report.</i></p>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<p align="center"><i>Family Therapy</i> <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></p>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<p align="center"><i>Group Counseling</i> <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>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<p align="center"><i>Individual Counseling Session</i> <i>50-60 minutes per session and per individual upon written request by County.</i></p>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<p align="center"><i>Initial Assessment</i> <i>50-60 minutes per assessment and per individual upon written request by County. Only one [1] assessment per individual allowed.</i></p>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<p align="center"><i>Initial Assessment Report and Treatment Plan Reports</i> <i>Due within 21 days of client's initial assessment</i></p>	No Charge
<p align="center"><i>Multidisciplinary Team Meeting</i> <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>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate

Parenting Classes <i>Ten (10) week Parent Project course. Three (3) hour classes held weekly</i>	\$200 per person for the ten (10) week course plus \$25.00 for required materials
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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 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 to:

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

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

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 RIDGE ROAD
 PLACERVILLE, CA 95667
 ATTN: DEANN OSBORN, STAFF SERVICES ANALYST

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

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COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:


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

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

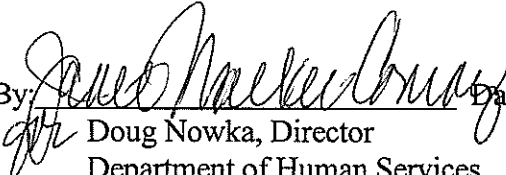
COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

Except as herein amended, all other parts and sections of that Agreement #052-S0911 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: Dec. 2, 2008
DeAnn Osborn, Staff Services Analyst
Department of Human Services

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 12/3/08
Doug Nowka, Director
Department of Human Services

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for services #052-S0911 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 --

Dated: 12/5/08

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

By: David Ashby
David Ashby
Executive Director
"Contractor"



EXHIBIT A

**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 report to:		East Slope Vendors, send report 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 _____

