

**AGREEMENT FOR SERVICES #117-S1610  
AMENDMENT II**

Therapeutic Counseling Services

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This Amendment II to that Agreement for Services #117-S1610, 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 Jill Gustafson, LCSW, duly qualified to conduct business in the State of California, whose principal place of business is 493 Main Street, Suite D, Diamond Springs, CA 95619 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide therapeutic counseling services for the Health and Human Services Agency (HHS) in accordance with Agreement for Services #117-S1610, dated September 1, 2015, and Amendment I, dated January 24, 2017, 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**, and **Article IV – Maximum Obligation**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #117-S1610 shall be amended a second time as follows:

**Articles I, III, and IV** are each 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 and related services (service) on an "as requested" basis to clients (Client) referred by County's Health and Human Services Agency (HHS).

**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), Licensed Professional Clinical Counselor (LPCC) or Psychologist whose license has been issued and is regulated by the State of California, or as amended by California Department of Consumer Affairs, Board of Behavioral Sciences. 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 license(s) 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, LPCC, or Psychologist who is providing HHS 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. Interns: Effective January 1, 2018, in accordance with Business and Professions Code, Section 4980.09, "interns" shall be called "associates." If any service is delegated to an intern or associate (including, but not limited to Associate Marriage and Family Therapist, Registered Associate Marriage and Family Therapist, Associate Professional Clinical Counselor, or Registered Associate Professional Clinical Counselor), the intern or associate 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, Licensed Professional Clinical Counselor, or Marriage and Family Therapist as described above. No intern or associate 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, LPCC, or MFT.

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

1. 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 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 Outpatient Drug Free 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.
2. Child and Family Team (CFT) Meetings: Upon request by County, Contractor shall attend CFT meetings. Attendance shall be in-person or by teleconference. County shall only pay Contractor when County specifically requests Contractor’s attendance, either in person or by teleconference. For the purposes of this agreement, “teleconference” means a meeting, the members of which are in different locations, connected by electronic means, through audio, video or both. The definition of Child and Family Team meetings as it applies to this agreement excludes any community-based teams or organizations in which County considers Contractor, Contractor’s staff, or assignees 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 attending the meeting. CFT services shall be in accordance with Welfare and Institutions Code 16501(a)(4).
3. Couples Counseling - Upon written request via HHS A Authorization, Contractor shall provide the requested assessment and therapy. Said therapy shall be conducted in a confidential setting where all members understand and respect the expectation of maintaining strict confidentiality. Further, said confidential setting shall restrict access to individuals not participating in couples counseling.
4. Equine-Assisted Psychotherapy – Individual/Group – Upon written request via HHS A Authorization, Contractor shall provide the requested therapy.
5. Family Therapy/Group Therapy/Individual Therapy/Therapeutic Visitation - Upon written request via HHS A 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/therapeutic visitation therapy.

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.

Services shall only be provided following approval via signed HHS A 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 HHS A 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 Report - Within thirty calendar (30) days of Client's initial visit, Contractor shall provide appropriate HHS A staff, at no charge to County, 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. Once recommended services have been pre-approved via an HHS A Authorization and Contractor has initiated services, Contractor may not make any alterations without first securing a revised HHS A Authorization from the appropriate HHS A staff.
  3. Monthly Client Progress Reports (required from vendors providing services to Child Welfare Services (CWS) clients and on an "as requested basis" by other HHS A programs) - Contractor shall provide appropriate HHS A staff, at no charge to County, with a 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 "Monthly Client Progress Report," incorporated herein and made by reference a part hereof and available as a fill-able

form via the website: [https://www.edc.gov.us/Government/hhsa/contractor/info/Documents/CWS Monthly Progress Report.pdf](https://www.edc.gov.us/Government/hhsa/contractor/info/Documents/CWS%20Monthly%20Progress%20Report.pdf) ) The monthly progress report is due no later than five (5) 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 the article titled, "Scope of Services."

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. At its sole option, County may delay payment until such time as the reports are received; in addition, County may proceed as set forth herein the Article titled, "Default, Termination, and Cancellation."

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.

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 Reports to:</i>	<i>For Service(s) Authorized by East Slope HHSa Staff, Please Send Reports to:</i>
<p>County of El Dorado Health and Human Services Agency Attn: Contract Administrator 3057 Briw Road, Suite A Placerville, CA 95667-5321</p>	<p>County of El Dorado Health and Human Services Agency Attn: Contract Administrator 3368 Lake Tahoe Blvd. 100 South Lake Tahoe, CA 96150-7915</p>

**D. HHSa Authorizations for Service(s):**

1. 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.
2. 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 the appropriate HHSa staff and a member of HHSa Executive Management Team (HHSa Executive Management).
3. 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. Contractor also shall not be compensated for services provided to Client outside of the authorized service dates identified on said HHSa Authorization. A copy of the 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.

**ARTICLE III**

**Compensation for Services:** Services shall be billed using the County standardized rate structure, which shall use the most current DMC Substance Use Disorder 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 Care Services website address: <http://www.dhcs.ca.gov/formsandpubs/Pages/MHSUDS-Information-Notices.aspx>. Click on MHSUDS Information Notices for the appropriate year and scroll through the list to locate the Proposed Drug Medi-Cal rates.
- 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>1</sup>

<i>Service</i>	<i>County Standardized Rate</i>
<i>Child and Family Team (CFT) Meetings. Upon request by County, Contractor shall attend CFT meetings. Attendance shall be in-person or by teleconference. County shall only pay Contractor when County specifically requests Contractor’s attendance, either in person or by teleconference.</i>	Current Drug Medi-Cal Rate for Regular DMC for Outpatient Drug Free Individual Counseling UOS Rate
<i>Couples Therapy Session. 60 minutes per session upon written request via HHSA Authorization and wherein one (1) or more therapists or counselors treat two persons at the same time who are married, engaged, or otherwise romantically paired to each other. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.</i>	\$100 per one hour session
<i>Court Appearances. Upon Court subpoena and prorated for time actually spent at the pertinent court session. If Court Appearance is cancelled, Contractor may not invoice for the appearance.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling Unit of Service (UOS) Rate
<i>Court Documents Preparation. Upon written request via HHSA 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 most current information on the status of the enactment of the California budget act may usually be found at the following website: <http://www.cbudget.ca.gov>

<b>Service</b>	<b>County Standardized Rate</b>
<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.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
<b>Equine-Assisted Psychotherapy.</b> Upon written request via HHSA Authorization.	Individual: \$105.00/session 2 Participants: \$135.00/session 3 or more Participants: \$165.00/session
<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 approval of appropriate HHSA staff.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate per each attending family member
<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 two (2) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate
<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.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
<b>Initial Visit Report(s).</b> 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.	No Charge

<i>Service</i>	<i>County Standardized Rate</i>
<b>Monthly Client Progress Reports.</b> 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.	No Charge
<b>Multidisciplinary Team Meeting.</b> 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.	Current Drug Medi-Cal Rate for Regular DMC for Outpatient Drug Free Individual Counseling UOS Rate
<b>Therapeutic Visitation.</b> 60 minutes per session and per participant upon written request via HHSA Authorization and wherein counselors treat no less than two (2) and no more than twelve (12) therapeutic visitation participants at the same time. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate per each attending family member

Travel expenses, including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.

**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.

Contractor is required to submit monthly invoices with a copy of the Authorization, 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 Client services in accordance with "Scope of Services." Failure to submit invoices and Authorizations by the 15<sup>th</sup> of the month following the end of a service month 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 shall be sent as follows, or as otherwise directed in writing by County:

***For Service(s) Authorized by West Slope  
HHSa Staff, Please Send Invoices to:***

County of El Dorado  
Health and Human Services Agency  
Attn: Finance Unit  
3057 Briw Road, Suite B  
Placerville, CA 95667-5321

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.

**ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$250,000.00 for all of the stated services during the term of the Agreement.

Except as herein amended, all other parts and sections of that Agreement #117-S1610 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Leslie Griffith Dated: 1/2/18  
Leslie Griffith, MSW, Assistant Director of Human Services  
Health and Human Services Agency

**Requesting Department Head Concurrence:**

By: Patricia Charles-Heathers Dated: 1/4/18  
Patricia Charles-Heathers, Ph.D., M.P.A., Director  
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #117-S1610 on the dates indicated below.

-- COUNTY OF EL DORADO --

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

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

Chair  
Board of Supervisors  
"County"

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

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

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

-- CONTRACTOR --

By: Jill Gustafson, LCSW  
Jill Gustafson, LCSW  
Individually  
"Contractor"

Dated: 1/4/2018