

ORIGINAL

AGREEMENT FOR SERVICES #233-S1410 AMENDMENT I

Therapeutic Counseling Services

This Amendment I to that Agreement for Services #233-S1410 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 A Balanced Life: Individual, Family and Child Therapy, Inc., a California Corporation, duly qualified to conduct business in the State of California (hereinafter referred to as "Contractor") whose principal place of business is 2100 Eloise Avenue, South Lake Tahoe, CA 96150 (Mailing: P.O. Box 7152, South Lake Tahoe, CA 96158), and whose Agent for Service of Process is Lacey Anne Noonan, 2100 Eloise Avenue, South Lake Tahoe, CA 96150.

RECITALS

WHEREAS, Contractor has been engaged by County to provide therapeutic counseling services, classes, alcohol and other drug ("AOD") assessments, and psychological evaluation services for the Health and Human Services Agency ("HSSA") in accordance with Agreement for Services #233-S1410, dated November 6, 2013; incorporated herein and made by reference a part hereof; 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 #233-S1410 shall be amended a first time as follows:

Article III is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: Prior to the commencement of any HHS authorized service(s), Contractor shall determine the category that Client falls under as set forth in the chart listed below:

<i>Client Insurance Category</i>	<i>Procedures to Follow to Receive Reimbursement for Services</i>
Uninsured Clients	For Clients without health insurance coverage, Contractor shall bill County for authorized service(s) provided in accordance with the rates set forth below. Contractor shall not charge <u>any</u> amount whatsoever to Clients who do not have health insurance.
Medi-Cal Clients with no "share of costs"	Contractors who are Medi-Cal providers shall bill Medi-Cal for authorized service(s) provided. Contractor shall <u>not</u> bill Client or County for any difference between their "regular" fee and what they receive from Medi-Cal for services rendered, any co-pay(s), any deductible, or any other amount(s).
Medi-Cal Clients with "share of costs"	Contractors who are Medi-Cal providers shall bill Medi-Cal for authorized service(s) provided and shall bill County for Client's share of costs, up to the rate amount set forth in this Agreement. Contractor shall not bill Client or County for any additional costs, including but not limited to the difference between their "regular" fee and what they receive from Medi-Cal for services rendered, any co-pay(s), any deductible(s), or any other amount(s).
Clients with private health insurance coverage	Contractor shall bill Client's private health insurance carrier as primary insurance carrier for all authorized service(s) provided. Contractor shall only bill County for any insurance-required Client co-pay or deductible amounts. Contractor shall not bill Client or County for any difference between their "regular" fee and what they receive from private insurance for services rendered, any co-pay(s), any deductible(s), or any other amount(s). If Client's private health insurance company does not cover the ordered service(s), Contractor shall follow the above procedures for Uninsured Clients.

After determining the proper insurance category Client falls under, and unless as otherwise defined in this Agreement, provided services shall be billed using the County standardized rate structure, which shall use the most current California Drug Medi-Cal ("DMC") Alcohol and Drug 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 Drug Medi-Cal DMC rates are located on the California Department of Health Services at the following website address: <http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>.¹

- 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.²

<i>Service</i>	<i>County Standardized Rate</i>
<i>AOD Assessments. Complete AOD assessments at the direction of HHSA, using established and validated processes and assessment instruments. Three (3) hours maximum per assessment, including written reports. Reports due no later than thirty (30) days after AOD assessment.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling Unit of Service (“UOS”) Rate
<i>AOD Re-Evaluations. At the direction of HHSA and using established and validated processes and instruments, complete AOD re-evaluation for Client’s continued Residential or T-House treatment. One (1) hour maximum per re-assessment, including written reports.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
<i>AOD Reports. No later than thirty (30) days after the end of the initial date of Client service and each service month thereafter, Contractor shall provide the caseworker, at no charge to HHSA, with a brief written report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals.</i>	No Charge
<i>Child Abuse Intervention Parenting Program. 90 minutes per session and per participant, one (1) time per week, upon written request via HHSA Authorization.</i>	\$30.00 per person per class
<i>Classes. 60 minutes per session, once (1) per week upon written request via HHSA Authorization. Classes include but are not limited to: Restraining Order Evaluation/Preparation, Parenting Group, Co-Parenting Group, Trauma/Domestic Violence Group, Life Skills Group, Children’s Art Therapy Group, and</i>	\$30.00 per person per class

¹The California ADP Bulletin contains information on the most current DMC rates, which can be found at the CA Dept. of Health Services (<http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>). This link will open the “Alcohol and Drug Bulletins and Letters” page. Click on the link titled “Proposed Drug Medi-Cal Rates for Fiscal Year ___” (most current fiscal year) or click on the Exhibit link to open the DMC rate chart.

² 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.ebudget.ca.gov>

Dialectical Behavioral Therapy ("DBT") Group.

Court Appearances. Upon Court subpoena and pro-rated for time actually spent at the pertinent court session. If Court Appearance is cancelled, Contractor may not invoice for the appearance.

Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate

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.

Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate

Court Meetings. 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

Domestic Violence Assessment/Lethality Assessments. Upon written request via HHSA Authorization. Includes one (1) hour clinical interview, four (4) clinical tests, and a comprehensive report detailing Client(s) history, test results, and recommendations.

\$65.00 per hour per person, maximum 5 units per assessment

Eye Movement Desensitization Reprocessing ("EMDR") Counseling Session. 90 minutes per session upon written request via HHSA Authorization.

\$99.79 per person per session

Family Therapy Session. 90 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

Group Counseling Session. 90 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 three (3) 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

Healthy Alternatives Program (Teen Program, Batterers' Intervention). Twelve (12), twenty-six (26),

\$30.00 per person per class

or fifty-two (52) - week group classes one (1) time per week for 120 minutes per session, upon written request via HHSA Authorization.

Individual Advanced Skills Focused Sessions (Teen Program, Batterers' Intervention). 60 minutes per session per individual upon written request via HHSA Authorization. Multiple Units of Service shall be allowed upon approval of caseworker.

Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate per each attending family member

Individual Counseling Session. 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

Initial Visit Report(s). 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

Monthly Client Progress Reports. 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

Multidisciplinary Team Meeting. 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

Relapse Prevention (Substance Abuse). Twelve (12) week program, upon written request via HHSA Authorization. Service weeks do not have to be provided in consecutive order. Services may be provided in nonconsecutive order at the mutual discretion of HHSA and Contractor until the full 12-week program is completed by Client.

\$30.00 per person per class, not to exceed \$360 per person.

Sexual Offenders Group Session. 90 minutes per session once (1) per week upon written request via

\$45.00 per person per class

HHSA Authorization.

Stress Management Group: Improving Coping Skills to Manage a Stressful Life. 90 minutes per session, once (1) per week for five (5) weeks upon written request via HHSA Authorization. \$30.00 per person per class

Therapeutic Visitation. 90 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

<i>Psychological Service</i>	<i>County Standardized Rate</i>
<i>Psychological Court Appearances.</i> Upon subpoena by County and pro-rated for time actually spent at the pertinent court session.	\$125/hour
<i>Psychological Court Reports.</i> Upon written request by County and with a maximum limit for two (2) hours charged per report. Psychological Court Reports must be submitted along with the invoice.	\$125/hour with two (2) hour maximum
<i>Psychological Evaluation and Written Assessments/ Recommendations.</i> Upon written request by County Contractor shall provide the appropriate caseworker with a comprehensive written assessment/recommendation of evaluation findings and professional treatment recommendations. Psychological Evaluation and Written Assessments/Recommendations must be submitted along with the invoice.	\$125/hour w/eight (8) hour maximum

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

HHSA Authorizations for Service(s):

- A. Contractor shall obtain an HHSA Authorization that has been signed by the appropriate HHSA staff prior to providing any service(s) to any Client(s) detailed under "Scope of Service" or "Compensation;"
- B. Prior to providing any Client service(s) NOT detailed under "Scope of Service" or "Compensation" to Client(s), Contractor shall obtain an HHSA Authorization that has been signed by HHSA staff and the HHSA Director or a member of HHSA Executive Management Team, which shall be defined as Assistant Director or above ("HHSA Executive Management");
- C. 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.

- D. HHSA Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under “Scope of Services” or “Compensation.”
- E. Contractor shall not be compensated for services provided to a Client outside the authorized service dates identified on said HHSA Authorization;
- F. A copy of the HHSA 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 below 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.
- G. All required written reports must be submitted along with the invoice.

Invoices:

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as an unsworn 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 Authorization 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.
- G. Statement verifying Contractor has confirmed Client’s appropriate insurance category (see above chart detailing Client insurance coverage) and, if applicable, whether Contractor has billed Client’s said health insurance carrier(s) as primary health insurance carrier(s) and, for Clients with private health insurance coverage, if Contractor is only invoicing County for any private health insurance carrier-required co-pays or deductibles.

Contractor is required to submit monthly invoices and reports with a copy of the Authorization, no later than thirty (30) 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 by the 30th of the month following the end of a service month, failure to attach the appropriate HHSA Authorization, failure to submit all reports required hereunder, or failure for Contractor to ensure that original invoices are submitted or that required reports contain original verifying signatures 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 and reports shall be sent as follows:

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

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

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

County of El Dorado
Health and Human Services Agency
Attn: Accounting Unit
3368 Lake Tahoe Blvd. 100
South Lake Tahoe, CA 96150-7915

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.

The total contractual obligation under this Agreement shall not exceed \$325,000.00 for both the stated services and term.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #233-S1410 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Norma Santiago, Chair
Board of Supervisors
"County"

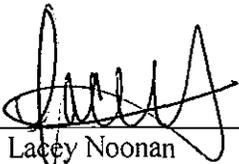
ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

A BALANCED LIFE: INDIVIDUAL, FAMILY, AND CHILD THERAPY
A CALIFORNIA CORPORATION

By:  _____
Lacey Noonan
Director
"Contractor"

Dated: 1/22/14

HL