

ORIGINAL

AGREEMENT FOR SERVICES #224-S1110 AMENDMENT II

Therapeutic Counseling Services

THIS AMENDMENT II to that Agreement for Services #224-S1110 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, doing business as A Balanced Life, Inc., duly qualified to conduct business in the State of California, 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 Noonan, 2100 Eloise Avenue, South Lake Tahoe, CA 96150; (hereinafter referred to as "Contractor") (collectively hereinafter referred to as the "Parties");

RECITALS

WHEREAS, Contractor has been engaged by County to provide "as requested" therapeutic counseling services, classes and/or training programs and related services to address and treat social, psychological, medical and/or other diagnosed or identified problems on an "as requested" basis for clients referred by the Health and Human Services Agency (formerly the Department of Human Services) in accordance with Agreement for Services #224-S1110 dated November 2, 2010, and Amendment I to said Agreement dated October 4, 2011, and incorporated herein and made by reference a part hereof; and

WHEREAS, the Parties hereto have mutually agreed to amend **ARTICLE III – Compensation for Services**, and **ARTICLE XXV – California Residency (Form 590)**; and

WHEREAS, the Parties hereto have mutually agreed to add **ARTICLE XXXVI – Nonresident Withholding** and **ARTICLE XXXVII – Third Party Beneficiary**.

NOW, THEREFORE, the Parties do hereby agree that Agreement for Services #224-S1110 shall be amended a Second time as follows:

ARTICLE III

Compensation for Services: Prior to the commencement of any Health and Human Services Agency (“HHSA”) authorized service(s), Contractor shall determine the category that Client falls under as set forth in the chart listed below:

| Client Insurance Category | Procedures to follow to receive payment for services |
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| 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(s) 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 <u>not</u> 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 <u>not</u> 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, 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:

- 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 reimbursement rates are

located on the California Department of Alcohol and Drug Programs (ADP) website at the following website address: <http://www.adp.ca.gov>.¹

- DMC rates shall be subject to an annual adjustment in order to match the most current State-approved DMC rate schedule. Any rate adjustments shall become effective the first day of the month that follows the State's announcement of its formal adoption of the State budget.

| SERVICE | COUNTY STANDARDIZED DMC RATE |
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| <i>Bimonthly Client Progress Reports.</i> 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. | No Charge |
| <i>Child Abuse Intervention Parenting Program.</i> 90 minutes per class once a week upon written request by County. | \$30.00 per person per class |
| <i>Court Appearances.</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. | Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate |
| <i>Court Documents Preparation.</i> Upon written request by County 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 Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate |
| <i>Domestic Violence Assessments, Lethality Assessments.</i> 90 minutes per session upon written request by County. | \$75.00 per person per session |
| <i>Eye Movement Desensitization Reprocessing (EMDR) Counseling Session.</i> 90 minutes per session upon written request by County. | \$99.79 per person per session |
| <i>Family Therapy Session.</i> 90 minutes per session upon written request by County 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 Caseworker. | Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate per each attending family member |
| <i>Group Counseling Session.</i> 90 minutes per session and per group therapy participant upon written request by | Current Drug Medi-Cal Reimbursement Rate for Program |

¹ Using the internet, the California ADP Bulletin containing information on the most current DMC reimbursement rates can be found at <http://www.adp.ca.gov> and by clicking on "ADP Bulletins & Letters." Locate and open the most recent ADP Bulletin with either the title, "Proposed Drug Medi-Cal Rates for Fiscal Year ____" (most current fiscal year) or "Current Drug Medi-Cal Rates for Fiscal Year ____" (most current fiscal year). The link to open the chart containing current DMC rates will be contained within the Bulletin as an Exhibit entitled either "Proposed Drug Medi-Cal Rates for Fiscal Year ____" (most current fiscal year) or "Current Drug Medi-Cal Rates for Fiscal Year ____" (most current fiscal year). Click on the Exhibit link to go to the most current DMC rate chart.

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| <i>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. Multiple Units of Service shall be allowed upon approval of Caseworker.</i> | Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate |
| Healthy Alternatives Program (Teen Program, Batterers' Intervention) Twelve (12), twenty-six (26) or fifty-two (52)-week group classes once a week for 120 minutes upon written request by County. | \$30.00 per person per class |
| Individual Advanced Skills Focused Sessions (Teen Program, Batterers' Intervention). 60 minutes per session per individual upon written request by County. Multiple Units of Service shall be allowed upon approval of Caseworker. | Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate |
| Individual Counseling Session. 50-60 minutes per session and per individual upon written request by County. Multiple Units of Service shall be allowed upon approval of Caseworker. | Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate |
| Initial Visit Report(s). Within 21 calendar days of Client's initial visit and at no charge to County, Contractor shall provide Caseworker 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.. | No Charge |
| Multidisciplinary Team Meeting. 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. | Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate |
| Restraining Order Evaluation/Preparation Class. 60 minutes per class once a week upon written request by County. | \$30.00 per person per class |
| Sexual Offenders Group Session. 90 minutes per session once a week upon written request by County. | \$45.00 per person per session |
| Therapeutic Visitation Services. 90 minutes per session and per participant upon written request by County 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 | Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate per |

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| <i>allowed upon approval of Caseworker.</i> | each attending family member |
| <i>Twelve (12)-Weeks Parenting Course. 90 minutes per class once a week upon written request by County.</i> | \$30.00 per person per class, not to exceed \$360.00 per person per course |

Contractor shall submit an original invoice that shall contain all of the following data:

- Contractor name, address and phone number.
- Service date(s) and number of units of service per service date.
 - Multiple Units of Service: Contractor shall ensure that their Invoice clearly documents the date and type of each unit of service.
- Client name(s). List the name(s) of each Client present for each service covered by the written authorizations, including the names of all Clients being seen at the same time for said service, such as Family Therapy.
- Type of service(s) provided.
- Agreement rate for each service provided
 - All fee(s) charged to County shall be in accordance with the rates as set forth in this Agreement.
- Total amount billed to the County of El Dorado under the subject invoice.
- Statement verifying Contractor has confirmed Client's appropriate insurance category (see chart above) and, if applicable, Contractor has billed Client's said health insurance carrier(s) as primary health insurance carrier(s) and, for Clients with private health insurance coverage, Contractor is only invoicing County for any private health insurance carrier-required co-pays or deductibles.
- It is a requirement of this Agreement that all written reports and invoices submitted to HHSA shall contain the original hand-written "wet" signature ("original signature") of the Contractor. It is recommended that all original signatures be made using blue ink. The Contractor's signature shall act as an unsworn declaration that the contents of the written report(s) or invoices have been reviewed and approved by Contractor. No electronic signatures ("E-signatures"), "stamped" signatures (i.e., rubber stamps), initials, or any type of signature other than an original hand-written "wet" signature will be accepted.

County shall not pay for any services that have not been pre-approved in writing, incomplete services, "no shows," cancellations, telephone calls or for the preparation of initial visit reports or bimonthly Client progress reports. 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. Invoices with "white-out" types of corrections shall not be accepted.

Contractor is strongly advised to submit monthly invoices along with written authorizations to perform invoiced services to HHSA 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 by the 15th of the month following the end of a service month, failure to attach signed written authorization(s) to perform the invoiced service(s) or failure to submit all reports required hereunder shall result in a significant delay in reimbursement. 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 are to be sent as follows:

| <i>For Service(s) Authorized by West Slope HHSA Staff, Please Send Invoices to:</i> | <i>For Service(s) Authorized by East Slope HHSA Staff, Please Send Invoices to:</i> |
|---|--|
| The County of El Dorado Health and Human Services Agency Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667 | The County of El Dorado Health and Human Services Agency Attn: Accounting Unit 3368 Lake Tahoe Blvd. #100 South Lake Tahoe, CA 96150 |

For all 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).

The total contractual obligation under this Agreement shall not exceed \$208,505.00 for both the stated services and term.

ARTICLE XXV

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Contractor shall be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXXVI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXXVII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

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Except as herein amended, all other parts and sections of that Agreement #224-S1110 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: DeAnn Osborn
DeAnn Osborn, Staff Services Analyst II
Social Services Division
Health and Human Services Agency

Dated: Aug. 15, 2012

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Daniel Nielson
Daniel Nielson, M.P.A., Director
Health and Human Services Agency

Dated: 8-16-2012

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement #224-S1110 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
John R. Knight, Chair
Board of Supervisors
"County"

Dated: _____

ATTEST:
Terri Daly
Acting Clerk of the Board of Supervisors

By: _____

Dated: _____

-- CONTRACTOR --

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

By: _____
Lacey Noonan, Director
"Contractor"

Dated: 8/23/12

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