

## AGREEMENT FOR SERVICES #176-S1411 AMENDMENT I

### Child Abuse Prevention, Intervention, and Treatment (“CAPIT”) and Promoting Safe and Stable Families (“PSSF”)

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This Amendment I to that Agreement for Services #176-S1411, 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 The Center for Violence Free Relationships, a California Corporation, duly qualified to conduct business in the State of California (hereinafter referred to as "Contractor"), whose principal place of business is 344 Placerville Drive, Suite 11, Placerville, CA 95667; and whose Agent for Service of Process is Matt Huckabay, 344 Placerville Drive, Suite 11, Placerville, CA 95667.

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide services for the Child Abuse Prevention, Intervention, and Treatment (“CAPIT”) Program and the Promoting Safe and Stable Families (“PSSF”) Program, including the Family Preservation (“PSSF-FP”) and the Family Time-Limited Reunification (“PSSF-FR”) components of the PSSF program, for the Health and Human Services Agency (“HSSA”) in accordance with Agreement for Services #176-S1411, dated September 30, 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 and Article XXXVIII - Administrator**; and

**WHEREAS**, the parties hereto have mutually agreed to add **XLVI – Taxes**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #176-S1411 shall be amended a first time as follows:

**Article III and Article XXXVIII** are amended in their entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** Contractor shall submit itemized invoices quarterly. Said quarterly invoices shall arrive at HHSa no later than on October 31, January 31, April 30, and June 10 of each year this agreement is in effect. Failure to submit quarterly itemized invoices shall result in a significant delay in payment. Invoices shall itemize all costs incurred in the provision of services as required under this agreement. Contractor shall, for each Fiscal Year this agreement is in effect, ensure the complete expenditure of all CAPIT, PSSF FR, and FP funds budgeted for that particular Fiscal Year by June 10 of that same Fiscal Year.

County shall not pay for “no shows,” cancellations, telephone calls, or preparation of required reports, casework, case management, case management review, review of written documentation or on-site observations or videos.

Contractor shall submit an original invoice for each separate funding source (i.e., CAPIT, PSSF-FP, PSSF-FR) that shall contain all of the following data:

- A. Contractor name, address, and phone number.
- B. Funding source.
- C. Service date(s) and number of units of service per service date.
  - 1. Multiple Units of Service: If Multiple Units of service are provided on a single day, enter reason on invoice. Contractor shall ensure that their Client record and invoice clearly documents the date and type of each unit of service.
- D. Case number/identification code (if any).
- E. 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 In-Home Visitation services.
- F. Type of service(s) provided.
- G. Mileage for CAPIT In-Home Visitation services. Mileage should be expressed as total miles traveled per unit of service and multiplied by the IRS-approved reimbursement rate.
- H. CAPIT Match: Contractor shall provide documentation demonstrating the expenditure of Contractor’s 10% cash or in-kind to support the goals of child abuse and neglect prevention and intervention for services allowed under their CAPIT allocation. More particularly:
  - 1. “Cash” is defined as an expense that will be directly incurred by the Contractor. For example, a salaried employee spending a portion of his/her time, for which s/he is paid, on a project, is considered “cash.” (If the employee is not paid for their time, rather they are donating their time, this is considered “in-kind.”) Equipment purchased specifically for an initiative may be included in the cash match, whereas equipment already owned may not. Cash need not be from an external source. The match should be documented and verifiable from Contractor’s records.
  - 2. In-kind matching is defined as being composed of non-cash contributions of time, equipment, space and other items committed to the goals of the project. In-kind matching may involve use of items already owned by the applicant or the use of items or personnel donated by a third party (e.g. volunteer labor). The match should be documented and verifiable from Contractor’s records.

- I. 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.
- J. Actual expenditures for services incurred by Contractor under this Agreement and pre-approved by County.
- K. Total amount billed to El Dorado County under the subject invoice.
- L. Statement verifying that Contractor is not charging County for services that have been paid, or will be paid, by another funding source or for the difference between the amount that has or will be paid with another funding source and the actual cost of the service.
- M. Contractor's signature confirming fees charged and verifying that all information on the invoice is valid and correct. It is requested, but is not a requirement of this Agreement, that all original signatures be made using blue ink.
- N. Quarterly Report as discussed in the Article titled "Data and Reporting Requirements."

Photocopied or faxed invoices shall only be accepted with pre-approval by the HHS Director, Assistant Director, or Chief Fiscal Officer. Contractor shall ensure that only billing information is included on the invoice. Information related to Participant(s) diagnosis, prognosis or treatment is not permitted on the invoice. Invoices with "white-out" types of corrections shall not be accepted. Invoices are to be sent as follows:

***Please Send Invoices to:***

County of El Dorado  
 Health and Human Services Agency  
 Attn: CAPIT/PSSF Coordinator  
 3057 Briw Road, Suite A  
 Placerville, CA 95667-5321

The Contractor shall not charge County for services that have been paid, or will be paid, by another funding source or the difference between the amount that has or will be paid with another funding source and the actual cost of the service.

SERVICE	COUNTY STANDARDIZED RATE	Funding		
		CAPIT	PSSF-FP	PSSF-FR
<i>Classes. Includes but is not limited to anger management classes, parenting classes, co-parenting classes, behavioral management, stress management, and batterers' intervention classes.</i>	Not to exceed \$35.00 per person per class	X	X	X
<i>Client Progress Reports. No later than (30) days after the end of each service quarter, Contractor shall provide the CAPIT/PSSF coordinator, at no charge to the County, Quarterly Reports as</i>	No Charge	X	X	X

SERVICE	COUNTY STANDARDIZED RATE	Funding		
		CAPIT	PSSF-FP	PSSF-FR
<i>discussed in the Article titled "Data and Reporting Requirements and in Exhibit "B."</i>				
<b>Equine-Assisted Skills Training.</b> 120 minutes per session, and per individual upon written request via HHSa authorization, for a maximum of 10 weeks. Counselors will treat no less than 5 and no more than 10 participants at the same time.	Not to exceed \$45 per person, per session	X	X	X
<b>Family Therapy.</b> 90 minutes per session upon written request via Health and Human Services Agency ("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 (ODF) Group Counseling UOS* Rate per each attending family member	X	X	X
<b>Group Counseling.</b> 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 (ODF) Group Counseling UOS* Rate		X	X
<b>Home Visitation.</b> 60-120 minutes per visitation; for a maximum of 12 sessions. Visitation will include but not be limited to parenting skills, parenting education, child play, communication skills, homemaker skills, resource development skills, education	Not to exceed \$160 per session	X		

SERVICE	COUNTY STANDARDIZED RATE	Funding		
		CAPIT	PSSF-FP	PSSF-FR
<i>support skills, etc.</i>				
<b>Individual Counseling Session.</b> <i>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.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free (ODF) Group Counseling UOS* Rate	X	X	X
<b>Mental Health Services.</b> <i>Mental Health Services include but are not limited to individual and group psychotherapy, supportive counseling, consultation, and crisis intervention.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free (ODF) Group Counseling UOS* Rate	X		
<b>Mileage.</b>	Mileage shall be reimbursed in accordance with Exhibit "A" marked "Board of Supervisor's Policy D-1," incorporated herein and made by reference a part hereof.	X		
<b>Second Generation Program.</b> <i>120 minutes per session (not including individual or family therapy) upon written approval by County. Maximum twelve (12) sessions per participant.</i>	\$45/per person per session	X	X	X

\*Unit of Service

For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's approval of received itemized invoice(s) identifying Participant services rendered and containing all data specified herein. Invoices from Contractor received by County and/or submitted for payment from Contractor and accepted by County shall not be deemed evidence of allowable Agreement costs.

<b>Fiscal Year</b>	<b>CAPIT Funding</b>	<b>PSSF-FP* Allocation</b>	<b>PSSF-FR*</b>
2013-14	\$81,000 Match: \$ 8,100	\$20,000 No Match Required	\$20,000 No Match Required
2014-15	Not-to-exceed \$81,000 Match: \$ 8,100	Not-to-exceed \$20,000 No Match Required	Not-to-exceed \$20,000 No Match Required
2015-16	Not-to-exceed \$81,000 Match: \$ 8,100	Not-to-exceed \$20,000 No Match Required	Not-to-exceed \$20,000 No Match Required

\*No more than ten (10) percent of the funds may be used for administrative costs.

The CAPIT and PSSF allocations may vary from fiscal year to fiscal year. The allocations may be less than anticipated, but the CAPIT allocation shall not exceed \$81,000 per fiscal year and the PSSF allocation shall not exceed \$40,000 per fiscal year. Therefore, Contractor may not provide services or invoice for CAPIT or PSSF services until notified in writing by HHSA of that fiscal year's allocation.

The total contractual obligation under this Agreement shall not exceed \$121,000 per fiscal year for a maximum obligation \$363,000 during the term of the Agreement.

**ARTICLE XXXVIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Mark Contois, Assistant Director, or successor.

**Article XLVI** is hereby added as follows:

**ARTICLE XLVI**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

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Except as herein amended, all other parts and sections of that Agreement #176-S1411 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Mark S. Contois  
Mark Contois  
Assistant Director  
Health and Human Services Agency

Dated: 11/22/2013

**Requesting Department Head Concurrence:**

By: Don Ashton  
Don Ashton, M.P.A.,  
Interim Director  
Health and Human Services Agency

Dated: 11/29/2013

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #176-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

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

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

Ron Briggs, Chair  
Board of Supervisors  
"County"

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

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

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

-- CONTRACTOR --

THE CENTER FOR VIOLENCE-FREE RELATIONSHIPS  
A CALIFORNIA CORPORATION)

By:  \_\_\_\_\_  
Matt Huckabay  
Executive Director  
"Contractor"

Dated: 11-25-13

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