

# ORIGINAL

## AGREEMENT FOR SERVICES #045-S1510 AMENDMENT I

### Therapeutic Counseling Services

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This Amendment I to that Agreement for Services #045-S1510, 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 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, and whose Agent for Service of Process is Thomas D. Cumpston, 2890 Mosquito Road, Placerville, CA 95667 (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 ("HHSA") in accordance with Agreement for Services #045-S1510 dated June 17, 2014; 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, Article IV – Maximum Obligation, Article XIV – Accounting Systems and Financial records, Article XV – Annual Audit, and Article XXVII - Notice to Parties.**

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #045-S1510 shall be amended a first time as follows:

**Articles I, III, IV, XIV, XV, and XXVII** are 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, classes or other requested services (service) on an "as requested" basis to clients (Client) referred by County's Health and Human Services Agency (HHSA).

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1. Professional License Requirements: Therapeutic counseling services shall be provided by a currently Licensed Clinical Social Worker (LCSW), licensed Marriage and Family Therapist (MFT), or Psychologist whose license has been issued and is regulated by the State of California. Said licenses or certifications 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, or Psychologist who is providing HHSA 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. 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. If any service is delegated to an intern, the intern 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, or Marriage and Family Therapist as described above. No intern 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, or MFT.
- B. Services: When requested via HHSA Authorization, Contractor shall provide services including but not limited to the following:
1. Classes – Upon written request via HHSA Authorization, Contractor shall provide the requested class(es).
  2. 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 (ODF) 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 ODF 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.
3. Family Therapy/Group Therapy/Individual Therapy - Upon written request via HHSA 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 therapy.
4. 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 HHSA 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 HHSA 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 HHSA 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 HHSA 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 HHSA Authorization and Contractor has initiated services, Contractor may not make any alterations without first securing a revised HHSA Authorization from the appropriate HHSA staff.
3. Monthly Client Progress Reports (required from vendors providing services to Child Protective Services (CPS) clients and on an "as requested basis" by other HHSA programs) - Contractor shall provide appropriate HHSA staff, at no charge to County, with a brief 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 Exhibit A, marked "Monthly Client Progress Report," incorporated herein and made by reference a part hereof) no later than thirty (30) 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 "Scope of Services." If an alternate progress report is used, all fields noted on Exhibit A are mandatory.

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. 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.

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### 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 at the following website address: <http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>.<sup>1</sup>
- 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>2</sup>

<i>Service</i>	<i>County Standardized Rate</i>
<b><i>Classes.</i></b> Upon written request via HHSA Authorization. Classes include but are not limited to: Parent Project (10-12 week course, meets three hours per week), Incredible Years (10-12 week course, meets two hours per week), Loving Solutions (8-10 week course, meets two hours per week), and Co-parenting (8-10 week course; meets ninety minutes per week.)	\$35.00 per person, per class
<b><i>Court Appearances.</i></b> Upon Court subpoena and pro-rated for time actually spent at the pertinent court session. If Court Appearance is cancelled, Contractor may <b>not</b> invoice for the appearance.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
<b><i>Court Documents Preparation.</i></b> 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
<b><i>Court Meetings.</i></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,	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate

<sup>1</sup> The California Dept. of Health Care Services (<http://www.dhcs.ca.gov>) lists the current Drug Medi-Cal rates. Click on "Forms, Laws, & Publications" and type "Proposed Drug Medi-Cal Rates" in the "Search" bar.

<sup>2</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.ebudget.ca.gov>

<b>Service</b>	<b>County Standardized Rate</b>
<i>Contractor may invoice for the scheduled length of cancelled Court meeting, not to exceed two (2) hours.</i>	
<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 request.	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 request.	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Group 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
<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

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**HHSA Authorizations for Service(s):**

- A. 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.
- B. 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 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 for Services."
- 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 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 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 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.

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 30<sup>th</sup> 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, or as otherwise directed in writing by County:

<b><i>For Service(s) Authorized by West Slope HHSA Staff, Please Send Invoices to:</i></b>	<b><i>For Service(s) Authorized by East Slope HHSA Staff, Please Send Invoices to:</i></b>
County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road Placerville, CA 95667-5321	County of El Dorado Health and Human Services Agency Attn: Finance 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.

#### **ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$200,000.00 for all of the stated services during the term of the Agreement.

#### **ARTICLE XIV**

**Accounting Systems and Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all



federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Super Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Super Circular). More particularly, Contractors are responsible for complying with the Super Circular and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHSA Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of the Super Circular. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected (LSA) issued in the current month. The *Federal Register* home page offers links to both the *Federal Register* and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office (GPO) website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and *Federal Register* amendments and on-line versions may not be the most current version available.

#### **ARTICLE XV**

**Annual Audit:** Pursuant to the Super Circular, any entity that receives federal funds, as stated in the Super Circular, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. Contractor shall mail a certified copy of said completed annual audit to County's Health and Human Services Agency at the address listed in Agreement's "Notice to Parties" Article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHSA address listed in Agreement's Article titled "Notice to Parties."

#### **ARTICLE XXVII**

**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. Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS UNIT

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Or to such other location as County directs with a copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: 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: EXECUTIVE DIRECTOR, or SUCCESSOR

Or to such other location as Contractor directs.

Except as herein amended, all other parts and sections of that Agreement #045-S1510 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Mark A. Contois  
Mark Contois  
Program Manager II  
Health and Human Services Agency

Dated: 3-20-2015

**Requesting Department Head Concurrence:**

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

Dated: 3-23-2015

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**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to that Agreement for Services #045-S1510 on the dates indicated below.

**--COUNTY OF EL DORADO--**

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

By: \_\_\_\_\_  
Brian Veerkamp, Chair  
Board of Supervisors  
"County"


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

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

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

**--CONTRACTOR--**

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

By:  \_\_\_\_\_  
David Ashby  
Executive Director  
"Contractor"

Dated: 3/27/2015