

AGREEMENT FOR SERVICES #449-S1010 AMENDMENT I

THIS AMENDMENT I to that Agreement for Services #449-S1010 made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Tahoe Turning Point, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2494 Lake Tahoe Boulevard, (Mailing; P.O. Box 17509, South Lake Tahoe, CA 96151), South Lake Tahoe, CA 96150 and whose Agent for Service of Process is Richard Barna, 2494 Lake Tahoe Boulevard, Suite B5, South Lake Tahoe, CA 96150; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide "as requested" therapeutic counseling and substance abuse testing services for clients referred by the Department of Human Services in accordance with Agreement for Services #449-S1010, dated May 28, 2010, 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 VIII – Access to Records, ARTICLE VIII - HIPAA Compliance, and ARTICLE XXII - Insurance; and

WHEREAS, the parties hereto have mutually agreed to add ARTICLE XXXIII - Annual Audit and ARTICLE XXXIV - Accounting Systems and Financial Records.

NOW, THEREFORE, the parties do hereby agree that Agreement for Services #449-S1010 shall be amended a First time as follows:

ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary to furnish substance abuse testing services, therapeutic counseling services and parenting classes as requested by County. Therapeutic counseling services shall include, but not be limited to, therapeutic counseling services to address and treat social, psychological, chemical addiction, medical and/or other identified problems.

Whenever possible, therapy shall be provided by a Licensed Clinical Social Worker (LCSW) or Marriage and Family Therapist (MFT) licensed by the Board of Behavioral Sciences, or other

certified parties, as appropriate. If service is delegated to an intern, the individual must be prelicensed and all assignments must be under the direct supervision of licensed or certified staff. No intern shall be the sole author of any written initial assessment report, treatment plan report or any other report that pertains to Client or Client's treatment plan. All said documents must be reviewed, approved and signed by a LCSW or MFT as described above.

Services shall be provided during Contractor's normal business hours and days. After hour appointments, if necessary, must be approved beforehand in writing by the caseworker and their supervisor and billed at the normal business rate in accordance with the current California State-approved Drug Medi-Cal (DMC) reimbursement rate for Program Code 20 (Alcohol and Drug Services). California-approved Drug Medi-Cal DMC Program Code 20 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.

Note:

1. Prior to the commencement of work for any services explicitly addressed under "Scope of Service" or "Compensation", Contractor shall obtain a written authorization form that has been signed by the appropriate caseworker and supervisor; and

2. Prior to the commencement of work for any services NOT explicitly addressed under "Scope of Service" or "Compensation" written approval from the DHS Director, Assistant Director or Chief Fiscal Officer must be received before providing services.

3. Unless otherwise approved in writing by the DHS Director, Assistant Director or Chief Fiscal Officer prior to the commencement of services, perinatal services are not included in this Agreement.

Services shall not commence without one of the above signed authorizations. A copy of all written authorizations must be included with any invoices submitted for payment. Failure to do so could delay payment. County shall not pay for any services that have not been pre-approved in writing, "no shows," cancellations, telephone calls, or for the preparation of initial assessment reports and treatment plan reports or bimonthly client progress reports as more fully detailed as follows:

Initial Assessment Report - Within twenty-one calendar (21) days of the client's initial assessment, Contractor shall provide the caseworker, at no charge to County, with a written initial assessment report and treatment plan report of the Client's needs including the 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 in writing and have been initiated, Contractor must secure prior written

To locate the California ADP Bulletin containing information on the most current DMC reimbursement rates, look under the "Service Providers" column on the ADP website (noted above), "click" on "ADP Bulletins and Letters" and locate and open the most recent ADP Bulletin with either the title, "Proposed Drug Medi-Cal Rates for Fiscal Year ____ " (open Bulletin with most current fiscal year) or "Current Drug Medi-Cal Rates for Fiscal Year ___ " (open Bulletin with 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 ___ " (open Bulletin with most current fiscal year) or "Current Drug Medi-Cal Rates for Fiscal Year ___ " (open Bulletin with most current fiscal year). "Clicking" on the Exhibit link embedded in the Bulletin will take you to the most current DMC rate chart.

approval from the appropriate caseworker, supervisor and program manager before commencing with Contractor's recommendations or before making any changes to the authorized treatment plan report, including type of therapy and number/frequency of sessions.

Bimonthly Client Progress Reports - No later than (30) days after the end of each second service month, Contractor shall provide the caseworker, at no charge to County, with a brief written progress report outlining the primary issues being addressed with each client, their progress, and ongoing treatment goals. A suggested sample Bimonthly Client Progress Report is attached for your use. (See Revised Exhibit "A", marked "Sample Bimonthly Client Progress Report," incorporated herein and made by reference a part hereof). If an alternate progress report is used, all fields noted on Revised Exhibit "A" are mandatory. Failure to provide said progress report may delay payment for other preauthorized services as said report is a required deliverable.

<u>Court Documents</u> — Upon request, and within the time limit specified by County, Contractor shall provide the caseworker with comprehensive written reports for County's use in court. Contractor shall be compensated for the report at the DMC Program Code 20 (Alcohol and Drug Services) individual counseling session rate with a maximum limit of a two (2) session rates charged per report. The written initial assessment report and treatment plan report are specifically excluded from the court documents reimbursement rate, as these services shall be provided at no charge to County as defined under "Initial Assessment Report," above.

Court Appearances and/or Multidisciplinary Team Meetings - Upon subpoena by County, Contractor shall attend court sessions. Upon request by County, Contractor shall attend multidisciplinary team meetings. County shall only pay Contractor for court appearances when County subpoenas Contractor or 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 in which County considers Contractor or Contractor's staff or assigns to be regular standing members. Contractor shall be paid for these appearances at the DMC Program Code 20 (Alcohol and Drug Services) individual counseling session rate for time actually spent at the pertinent court session or in the meeting. Travel time shall not be included in the reimbursement for these services.

Contractor shall submit all required written reports within the time limits detailed above to the appropriate caseworker at the address below:

-	Dept. of Human Services Attn: CPS 3057 Briw Ridge Rd. #A Placerville, CA 95667	1 moet ville, CA 9500/	3368 Lake Tahoe Blvd.,#100	Connections One Stop Career Resource Center 3368 Lake Tahoe Blvd.,#100 South Lake Tahoe, CA 96150	
	530/642-7100 (ph) 530/626-7427 (fax)	530/642-4850 (ph) 530/642-5539 (fax)	530/573-3201 (ph) 530/541-2803 (fax)	530/573-4330 (ph) · 530/543-6737 (fax)	

Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are received and approved in writing by the appropriate Department of Human Services' caseworker and supervisor or program manager. Compensation for services shall not be provided for incomplete services. Written authorizations for services and subsequent approvals of reports shall be attached to invoices.

ARTICLE III

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

	and the chart listed below.
Client Categories	Procedures to follow to
Uninsured Clients	Procedures to follow to receive payment for services For Clients without health insurance coverage, Contractor sha bill County for authorized service(s) provided in accordance with the rates set forth below. Contractor shall not charge any amount 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. Contractors hall bill Medi-Cal for authorized service(s) provided.
Medi-Cal Clients with "share of costs"	
Clients with private health nsurance coverage	Contractor shall bill Client's private health insurance carrier as primary insurance carrier for all authorized service(s) provided. If Client's insurance covers the service(s) at a rate less than the rate set forth in this Agreement, including co-pay(s) and/or deductible(s), Contractor shall only bill County for the difference, up to the rate amount set forth in this Agreement. Contractor shall not require Clients to pay see.
	If Client's private health insurance company does not cover the service(s) rendered, Contractor shall follow the above procedure for Uninsured Clients.

For 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 Client services rendered and containing all data specified herein below. Contractor shall submit monthly invoices 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 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 service or failure to submit all reports required hereunder shall result in a significant delay in reimbursement. Receipt by County of invoices submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Contractor shall be required to submit a new invoice containing any missing information, which shall significantly delay reimbursement. Contractor shall submit an original invoice that shall contain all of the following data:

- Contractor name, address and phone number
- Service date(s)
- 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

a single service (example: Family Therapy).

- Type of service(s) provided
- Agreement rate for each service provided
- Fee(s) charged to County for each service provided.
- Total amount billed to El Dorado County under the subject invoice.
- Statement verifying Contractor has confirmed Client's appropriate insurance category (see chart above) and, if applicable, Contractor has billed said health insurance carrier(s) as primary health insurance carrier(s).
- 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.

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. Invoices are to be sent as follows:

For Service(s) Authorized by West	For Service(s) Authorized by East
Slope DHS Staff, Please Send	Slope DHS Staff, Please Send
Invoices to:	Invoices to:
El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667	El Dorado County Department of Human Services Attn: Accounting Unit 3368 Lake Tahoe Blvd. #100 South Lake Tahoe, CA 96150

The billing rate for services specifically listed under ARTICLE I - Scope of Services or ARTICLE III - Compensation for Services shall be at the current State-approved Drug Medi-Cal (DMC) reimbursement rate for Program Code 20 (Alcohol and Drug Services). Any changes to DMC rates by State shall, for the purposes of this Agreement, become effective on the first day of the month following the month that State announces the approval of any change(s) to the DMC rates, i.e. formal adoption of State budget.

SERVICE	RATE
Initial Assessment. 50-60 minutes per initial assessment and per individual upon written request by County. Initial assessment shall include all required or relevant laboratory testing, including substance abuse testing, at no additional cost to County. The definition of initial assessment as it applies to this Agreement is an initial process that identifies Clients who are likely to have alcohol or other drug (AOD) problems and indicates which Clients need AOD assessment. Only one [1] initial assessment per Client shall be allowed.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate

Initial Assessment Results or Reports.	N/A
Results or reports from or as a result of	any
relevant laboratory testing, including substa	Maa
abuse testing, shall be supplied to County with	iki
14 days of Client's Initial Assessment at	no
charge to County.	
AOD Assessment (initial and ongoing) Rep	ort N/A
and Treatment Plan Report(s). Due within	21
days of Client's AOD assessment at no char	27
to County.	ge
Individual Counseling Session. 50-60 minus	4
per session and per individual upon writt	KEIMBIITEEMAN
request by County.	en Raie for Program Code 20 (Alcohol and
1 - J County.	Ding Services) Outpatient Drug Free (ODE
Family Thorany 15 L	Individual Counseling UOS Rate
Family Therapy. 1.5 hours per session upo	on Current Drug Medi-Cal Reimburgenson
written request by County and wherein one ((Alcohol and
or more therapists or counselors treat no le	Diug Scivices) Outpatient Drug Free (ODE)
than two (2) and no more than twelve (1)	Group Counseling UOS Rate per each
family members at the same time.	attending family member
Group Counseling. 1.5 hrs per session and pe	14 / Tanana and Ta
group inerapy participant upon written received	n de l'istaire du Remibursement
by County and wherein one (1) or more	Description Code 20 (Alcohol and
inerupisis or counselors treat no less than the	outputient Drug Free (ODF)
(3) and no more than twelve (12) group therap	v Stoup Counseling OOS Rate
participants at the same time	1
Bimouthly Client Progress Reports. No later	r N/A
than (30) days after the end of each soom	1
service month, Contractor shall provide the	
cuseworker, at no charge to the County with a	. 1
oriej written progress report outlining the	
primary issues being addressed with each	
Client, their progress, and ongoing treatment	
goals.	
Court Appearances. Upon subpoena by County	
and pro-rated for time actually spent at the	
pertinent court session. Travel time shall not be	Rate for Program Code 20 (Alcohol and
ncluded in the rainburger time shall not be	Diug Services) Outpatient Drug Free (ODE)
ncluded in the reimbursement for these ervices.	Individual Counseling UOS Rate
ourt Documents Preparation. Upon written	Current Drug Medi-Cal Reimbursement
equest by County at a rate equivalent to the	Rate for Program Code 20 (Alcohol and
aividual counseling session rate (helow) and	Drug Services) Outpatient Drug Free (ODF)
to a maximum limit of two (2)-session rates	Individual Counseling UOS Rate
iargea per report.	Counseling UUS Rate
arenting Classes	\$35,00 per alient
Panel UA	\$35.00 per client, per class

9 Panel UA	\$40.00
EtG Substance Abuse Test	\$25.00
EtG Substance Abuse Test and 5 Panel UA combo	\$45.00

County shall not pay for "no shows," cancellations, telephone calls, or preparation of initial screening reports, treatment plans, assessment reports or bimonthly client progress reports. Contractor shall immediately and verbally inform the caseworker, at no charge to County, of Client appointment no-shows, cancellations, or any other urgent concerns directly affecting Client's treatment plan.

The total compensation under this Agreement shall not exceed \$175,000.00 for the stated term.

ARTICLE VII

Access to Records: The Contractor shall provide access to the Federal, State or local County agency, the Controller General of the United States, or any of their duly authorized Federal, State or local representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

ARTICLE VIII

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not allow access to, disclose or use, directly or indirectly, at any time any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI" and Electronic Protected Health Information or "EPHI"), Contractor shall maintain the security and confidentiality of such PHI or EPHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XXII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a

11-1012.C.7

limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.

E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk

Manager as evidence that the insurance required above is being maintained.

F. The insurance shall be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk

G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

H. The certificate of insurance must include the following provisions stating that:

- 1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
- 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall
- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
 - 1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
 - 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of County.

ARTICLE XXXIII

Annual Audit: Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-133, any entity that receives a total of \$500,000 or more per year in federal funds 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 Department of Human Services 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 DHS address listed in agreement's "Notice to Parties" article. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the LSA month. The (http://www.gpoaccess.gov/nara/index.html) offers links to both the Federal Register and the CFR. An electronic CFR (e-CFR) is available at http://www.gpoaccess.gov/ecfr/. The e-CFR is an unofficial editorial compilation of CFR material and Federal Register amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

ARTICLE XXXIV

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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 28 Code of Federal Regulations (CFR), Part 66, and all current revisions of OMB Circular A-87. More particularly, Contractors are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein. Contractor must obtain written approval from DHS 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 OMB Circular A-87. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the LSA issued in the current month. The Federal Register home page (http://www.gpoaccess.gov/nara/index.html) offers links to both the Federal Register and the CFR. An electronic CFR (e-CFR) is available at http://www.gpoaccess.gov/ecfr/. The e-CFR is an unofficial editorial compilation of CFR material and Federal Register amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

11-1012.C.9

Except as herein amended, all other parts and sections of that Agreement #449-S1010 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Allen Cohorn	
DeAnn Osborn, Staff Services Analyst II	
Department of Human Services	

Dated: Nov. 8, 2010

REQUESTING DEPARTMENT HEAD CONCURRENCE:

Daniel Nielson, M.P.A., Director
Department of Human Services

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement #449-S1010 on the dates indicated below.

-- COUNTY OF EL DORADO--

Dated: Chair Board of Supervisors "County"

ATTEST:

Suzanne Allen de Sanchez, Clerk of the Board of Supervisors

--CONTRACTOR--

TAHOE TURNING POINT, INC. A CALIFORNIA CORPORATION

Richard Barna, Executive Director

"Contractor"

Dated: 11-15-10

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REVISED EXHIBIT A

El Dorado County Dept. of Human Services-Social Services Division Bimonthly Client Progress Report

Provider's Name:		
Address:		
Telephone Number:		
Client's Name:		
ocial Worker and/or Employment & Training Worker's	s Name:	
Dates of sessions since last report (please indica	ate no shows by writing "N	/A" next to the date):
ssessment, goals and treatment plan:		
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torman along the s		
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	*	
ease complete a progress report on each client referred rvices Division on a bimonthly basis and send the repo	d by the El Dorado County Dep ort to the appropriate office list	partment of Human Services-Soci ed below:
est Slope Vendors, send report to:	East Slope Vendors, send re	eport to:
	Social Worker's Name	E&T Worker's Name OneStop Career Resource Center

Date

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Provider's Signature