

AGREEMENT FOR SERVICES #125-MHD0309
AMENDMENT I

This Amendment I to that Agreement for Services #675-S0911, 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 Milhous Children's Services, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 24077 State Highway 49, Nevada City, CA 95959; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide comprehensive specialty mental health services for the Health Services Department, Mental Health Division on an "as requested" basis, in accordance with Agreement for Services #675-S0911, dated August 4, 2009, 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

NOW THEREFORE, the parties do hereby agree that Agreement for Services #675-S0911 shall be amended a first time as follows:

I. Article III shall be amended in its entirety to read as follows:

Article III. Compensation for Services: Contractor shall submit monthly invoices no later than thirty (30) days following the end of a “service month” except in those instances where Contractor obtains written approval from County Health Services Director or Director’s designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I, “Scope of Services”.

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the provisional billing rate shall be in accordance with Exhibit “C”, marked “Milhous Children’s Services Provisional Rates”, incorporated herein and made part by reference hereof, not to exceed the Statewide Maximum Allowable (SMA) rates for authorized services, as determined by the State during the term of this Agreement. Payment shall be made for actual services rendered and shall not be made for service units the client did not attend or receive. Each claim shall describe: a) units of service by individual client served, and b) dates of service detail for each client.

Contractor reserves the right to increase provisional rates over those listed herein to reflect cost increases by giving County thirty (30) days written notice of such proposed change, not to exceed the SMA rates for allowable services. Rate increases will only become effective upon written acceptance of the Health Services Director or his/her designee. The Health Services Director or his/her designee may designate an effective date of such increase.

Contractor shall not charge any clients or third party payors any fee for service unless directed to do so in writing by the Health Services Director at the time the client is referred for services.

When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by the State Department of Mental Health. Charges shall approximate estimated actual cost.

Contractor will perform eligibility and financial determinations for all clients, in accordance with State Department of Health Uniform Method of Determining Ability to Pay.

It is expressly understood and agreed between the parties hereto that the County shall make no payment for County-responsible clients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from County Health Services Director or the Director’s designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance coverage as outlined in ARTICLE XVIII of the Agreement 675-S0911. County may provide retroactive authorization when special circumstances exist, as determined by the County Health Services Director or the Director’s designee.

In accordance with Title 9, California Administrative Code, Section 565.5, reimbursement for services under this Agreement shall be limited to persons who are unable to obtain private care. Such persons are those who are unable to pay for private care or for whom no private care is available within a reasonable distance from their residence.

Contractor agrees to offset claims submitted to the County for any reimbursements received on behalf of clients covered by this Agreement on the claims for the month in which the revenue was received, unless otherwise directed by the County Health Services Director. Claim for final payments must be submitted within sixty (60) days of the expiration date of this Agreement.

It is understood that any payments received from County for services rendered under this Agreement shall be considered as payment in full and Contractor cannot look to any other source for reimbursement for the units of service provided under this Agreement, except as stated above, or with specific authorization from the Health Services Director.

The total amount of this Agreement shall not exceed \$175,000.00.

Except as herein amended, all other parts and sections of that Agreement #675-S0911 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 1-20-10
Neda West, Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #675-S0911 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Norma Santiago, Chair
Board of Supervisors
"County"

ATTEST:

*Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors*

By: _____ Date: _____

Deputy Clerk

-- CONTRACTOR --

Dated: 1/25/10

MILHOUS CHILDREN'S SERVICES, INC.,
A CALIFORNIA CORPORATION

By: Seresa Petrie

Richard Milhous, Executive Administrator
"Contractor"

By: Maria J. Spilkin
Corporate Secretary

Dated: 01/25/2010