

**NAPA COUNTY AGREEMENT NO. 170565B  
AMENDMENT NO. 4**

**THIS AMENDMENT NO. 4 TO AGREEMENT NO. 170565B** (formerly No. 7608) is effective as of this \_\_\_\_ of \_\_\_\_\_, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **SUSANA CINELLI, LCSW**, whose mailing address is 19080 Robinson Road, Sonoma, CA 95476, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, on or about June 21, 2011, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170565B (formerly No. 7608 and hereinafter referred to as "Agreement") for CONTRACTOR to provide counseling to clients referred by the Child Welfare Services (CWS) Program; and

**WHEREAS**, on or about January 1, 2019, the Parties amend the Agreement to incorporate Addendum No. 1 to the Compensation (Exhibit B) to include a revised hourly rate with no change to the contract maximum and to add Special Term and Condition 3.5 to delegate authority to the Director of Health and Human Services to approve only future amendments to the Exhibits of this Agreement, excluding any amendments to Exhibit B (Compensation), and/or changes to the maximum compensation of this Agreement; and

**WHEREAS**, as of March 1, 2020, the Parties amended the Agreement to replace Exhibit A (Scope of Work) with Exhibit A-1 (Scope of Work); replaced Addendum No. 1 to Exhibit B (Compensation) with Exhibit B-1 (Compensation) to allow for "phone" and "Zoom" counseling sessions and modified Specific Terms and Conditions 3.5 to delegate its authority to the Director of the Health and Human Services Agency to approve future amendments to the Scope of Work and Compensation exhibits provided that any such amendment does not add new services or increase the maximum compensation available under this Agreement; and

**WHEREAS**, as of July 1, 2020 the Parties amended the Agreement to increase the contract maximum commencing in Fiscal Year 2020-2021 and each automatic renewal thereof to meet the increased needs of Child Welfare Services clients; and

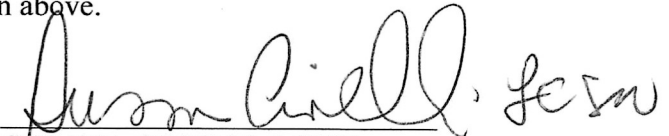
**WHEREAS**, as of the effective date of this Amendment No. 4, the Parties wish to further amend the Agreement to increase the contract maximum commencing upon approval of this Amendment, and each automatic renewal thereof, to meet the increased needs of Child Welfare Services clients; replace Exhibit A-1 with Exhibit A-2 (Scope of Work) to include California Welfare and Institutions Code section 827 language; and replace Exhibit B-1 with Exhibit B-2 (Compensation) to reflect a rate increase.

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement, as follows:

1. The maximum amount of payment on Page 1 of the Agreement for FY 22-23 and each automatic renewal thereof shall be **Thirty Thousand Dollars (\$30,000.00)** per fiscal year, reflecting an increase of **Five Thousand Dollars (\$5,000.00)** provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit "A-1" is hereby replaced by "Exhibit A-2" and all references in the Agreement to Exhibit "A" and/or "A-1" shall be construed as referring to "Exhibit A-2" as of the effective date of this Amendment.
3. Exhibit "B-1" is hereby replaced by "Exhibit B-2" and all references in the Agreement to Exhibit "B" and/or "B-1" shall be construed as referring to "Exhibit B-2" as of the effective date of this Amendment.
4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 4 to Napa County Agreement No. 170565B as of the date first written above.

By   
SUSANA CINELLI, LCSW

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_

Chair of the Board of Supervisors

"COUNTY"

|                                                                                                                                            |                                                                                                                                                          |                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u><br/>Deputy County Counsel</p> <p>Date: 11/2/22</p> | <p>APPROVED BY THE NAPA<br/>COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____<br/>Deputy Clerk of the Board</p> | <p>ATTEST:<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|

**EXHIBIT A-2**  
**SCOPE OF WORK**  
**Upon approval through June 30, 2023**  
(and each subsequent automatic renewal thereof)

CONTRACTOR shall provide COUNTY with the following services:

**I. DESCRIPTION OF SERVICES**

- A. CONTRACTOR shall provide counseling to specifically referred clients of COUNTY'S Child Welfare Services (CWS) program. As used herein, "counseling" refers to counseling with individuals, couples, families, or groups, which explores interpersonal and family relationships.
- B. Clients shall be referred by means of a written referral form from the CWS program staff to the CONTRACTOR. The referral form will set forth the initials and file number by which the client shall be identified for billing purposes and will specify the duration, mode and frequency of services approved for reimbursement.
- C. CONTRACTOR shall provide the CWS program with a written quarterly report (Exhibit D). The report will provide specific information regarding the services provided including, but not limited to, treatment goals, interventions utilized, client response to interventions, and progress towards the established goals of treatment.

**II. DOCUMENTATION**

- A. CONTRACTOR shall document the services provided under this Agreement in a form acceptable to the Department, in addition to any requirements specified in the General Terms and Conditions, which indicates, at a minimum, the following:
  - 1. Written Authorization of Services issued by the CONTRACT ADMINISTRATOR, which authorizes payment for the services provided;
  - 2. Clinical Progress Notes which include:
    - i. Date of service
    - ii. Duration of service (Durations of service stated in progress notes must be the same as the duration noted in the billing invoice for the service.)
    - iii. Assessment, including issues, impressions, responses, interventions and progress on treatment plan including referrals
- B. CONTRACTOR shall provide Department with access to all documentation of services provided under this agreement for Department's use in administering this agreement. Without limitation, Department shall have access to such documentation for quality assurance and for audit or substantiation of claims for payment of services.
- C. COUNTY shall send quarterly reporting forms to CONTRACTOR in advance of due date, per COUNTY procedures.

- D. CONTRACTOR shall be responsible for submitting quarterly report forms back to the COUNTY pursuant to the following schedule:

| <b><u>Report DUE</u></b>   | <b><u>Time Period of Report</u></b> |
|----------------------------|-------------------------------------|
| September 10 <sup>th</sup> | June, July, August                  |
| December 10 <sup>th</sup>  | September, October, November        |
| March 10 <sup>th</sup>     | December, January, February         |
| June 10 <sup>th</sup>      | March, April, May                   |

- E. Upon written notice from its CONTRACT ADMINISTRATOR, COUNTY at its sole discretion may impose additional requirements for documentation.
- F. CONTRACTOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County Child Welfare Services or employees or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827.  
**Dissemination of any information is disallowed regardless of whether it is in written or oral form.**

**EXHIBIT B-2**  
**COMPENSATION**

**Upon approval through June 30, 2023**  
(and each subsequent automatic renewal thereof)

**A. COMPENSATION:**

1. A unit of service is defined as CONTRACTOR time spent in providing the services specified in Exhibit "A-2". A unit of direct service includes in-person, therapy provided by telephone or therapy provided through a HIPPA compliant secure video platform accessible to clients. Direct services with the CWS program clients combined with the amount of time customarily allowed under the community standard of care to document such service. Individual and family sessions are compensated for a combination of direct service and documentation to total 60 minutes.
2. COUNTY shall **only** compensate CONTRACTOR for services which were **authorized and/or reauthorized** in the CWS program referral form and which were actually provided to the client at the rate applicable for the type of service and level of licensure shown in the table below, up to the maximum number of units authorized in the written referral.
3. COUNTY shall authorize services at the onset of delivery. COUNTY shall make subsequent reauthorizations for service on July 1<sup>st</sup> and January 1<sup>st</sup> of the year. COUNTY shall only pay for services that are authorized/reauthorized.
4. Whenever possible the COUNTY shall utilize the quarterly reports in deciding reauthorization of services. CONTRACTOR shall provide additional documentation to COUNTY as requested to process the reauthorization.
5. COUNTY shall compensate CONTRACTOR only for services provided to CWS program clients in direct services, which includes in-person, therapy provided by phone, or therapy provided through a HIPPA compliant secure video platform accessible to clients, that is, there shall be no compensation paid hereunder for file work other than documentation of direct services, or case management activities.
6. COUNTY shall not compensate CONTRACTOR for any services for which the client fails to appear or for which the client cancels his/her agreed upon appointment.
7. CONTRACTOR shall not seek co-payment for services from any source in conjunction with the services that have been authorized by the COUNTY for a particular client.
8. Reimbursement claims may be made on the form provided by COUNTY titled "AUTHORIZATION AND INVOICE FORM – Napa County CWS Program" (Exhibit E). To ensure client confidentiality, only the client initials and case number shall be displayed on the form.

9. Table of Compensation:

| Service                                                                                                                                                                                           | Masters<br>(LCSW, MFT) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Individual Therapy (Rate is per session with a 45 minute minimum, any exceptions to be approved by Program Manager)                                                                               | \$135.00               |
| Family Therapy (Rate is per session with a 50 minute minimum)                                                                                                                                     | \$135.00               |
| Family Consultation (A therapeutic service activity provided to the client's parent or primary caregiver in which the client is not present) (Rate is per consultation with a 60 minute minimum). | \$135.00               |
| Family Group Conferencing (Rate is per conference with a 60 minute minimum.)                                                                                                                      | \$135.00               |
| Case Consultation with other professionals**<br><b>**Must be pre-approved on a case by case basis</b>                                                                                             | \$100.00**             |
| Attendance at Family Meeting (Rate is per conference with a 60 minute minimum. Attendance is by invitation of the case manager)                                                                   | \$135.00               |
| Attendance at IEP (Rate is per conference with a 60 minute minimum. Attendance is by invitation of the case manager)                                                                              | \$135.00               |
| Differential pay for Bilingual (BIL) and American Sign Language (ALS) (to be added to original service)                                                                                           | \$15.00                |

B. **EXPENSE REIMBURSEMENT:** Not applicable.

C. **LIMITATIONS AFFECTING PAYMENTS:**

- (a) CONTRACTOR shall provide such documentation as required by COUNTY at any time in order for COUNTY to conduct Quality Assurance reviews. COUNTY may elect to withhold payment on any claims submitted for payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
- (b) CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
- (c) CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to determine the need for reauthorization of services.
- (d) COUNTY may elect to withhold payment for failure by CONTRACTOR to submit quarterly reports on a timely manner.
- (e) CONTRACTOR's services and claims are subject to any audits conducted by Department, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
- (f) CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable

to CONTRACTOR's performance under this Agreement including, but not limited to, billing errors by CONTRACTOR.

- (h) To the extent CONTRACTOR shall make whole the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
- (i) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements including, but not limited to, any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.
- (j) CONTRACTOR shall submit claims for payment **within 45 days of the end of the month in which service(s) identified in the claim were provided,** CONTRACTOR understands and accepts that COUNTY will not pay such claims if presented more than 45 days after the end of the month in which the service(s) was (were) provided.
- (k) **Non-compliance with this Agreement may lead at any time to a termination of the Agreement based on breach of contract.**