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025-S0911, A-1

AGREEMENT FOR SERVICES # 722-PHD0408
AMENDMENT I

This Amendment I to that Agreement for Services #722-PHD0408, 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 Sierra Recovery Center, a California nonprofit Public Benefit Corporation qualified as a tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 1137 Emerald Bay Road, South Lake Tahoe, CA 96150 whose Agent for Service of Process is *M1137 Emarci N. Pastore, 1137 Emerald Bay Road, South Lake Tahoe, 96150* (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

WHEREAS, Contractor has been engaged by County to provide assessment, substance abuse treatment services, and drug testing for clients who qualify to participate in the Proposition 36 Program, in accordance with Agreement for Services #722-PHD0408, effective July 1, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increase the ***Total Maximum Combined SATTA and SACPA Obligation*** of this Agreement, hereby amending Article III; and

WHEREAS, the parties hereto have mutually agreed to modify the **Notice to Parties** and **Administrator** of said Agreement, hereby amending Articles XIII and XXVI; and

WHEREAS, the parties hereto have mutually agreed to modify the standard payment rates for required services to conform to the California Alcohol and Drug Program Drug Medi-Cal rates, hereby amending Article III, and amending and replacing Exhibit C; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #722-PHD0408 shall be amended a first time as follows:

I. All references in the original agreement to the "County Public Health Department" or "PHD" shall be deemed to refer to the Public Health Division of the Health Services Department.

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

ARTICLE III
Compensation for Services

The total maximum obligation of County for services provided under this Agreement is set forth below, by funding type.

SACPA Proposition 36 Treatment Services Obligation:	
FY 2008/09 Funds	$62,596.00
Total Maximum FY 2008/09 SACPA Obligation of This Agreement	**$62,596.00**
SATTA Drug Testing Funds Obligation:	
FFY 2007/08 Funds (must be expended by June 30, 2009)	$1,920.00
FFY 2007/08 Funds (must be expended by June 30, 2009) Increase based upon projected compensation required for service level	2,580.00
FFY 2008-09 Funds (available October 1, 2008 through June 30, 2009)	7,470.00
Total Maximum FFY 2007/08 & 2008/09 SATTA Obligation Of This Agreement	**$11,970.00**
TOTAL PROVISIONAL AMOUNT OF THIS AGREEMENT	**$74,566.00**
TOTAL NOT TO EXCEED AMOUNT OF THIS AGREEMENT	**$98,000.00**

Substance Abuse testing will be reimbursed at the following fixed rates. The fixed rates payable under this Agreement are as follows:

Urinalysis substance abuse testing	$30.00
Ethyl glucuronide testing, aka EtG testing	$40.00
Hair Strand Testing	$95.00

Any other substance abuse testing method deemed appropriate by the County Referral Team may be reimbursed if pre-authorization is obtained from the El Dorado County Alcohol and Drug Programs Proposition 36 Coordinator according to the approved rate specified on the authorization form.

The Total Provisional Amount of this Agreement is the maximum amount to which Contractor is entitled by County; however, Contractor may submit a written formal request to County to increase that amount and County will consider that request. The Health Services Department Director in his or her discretion, and depending upon funding availability, may increase or decrease the Total Provisional Amount of this Agreement, and may revise the component amounts of the Total Provisional Amount of this Agreement, as detailed in the grant and/or funding obligations above, up to but not to exceed the Total Not to Exceed Amount of this Agreement, by written notice to Contractor. County shall not be obligated to pay Contractor for any amount above the established Total Provisional Amount of this Agreement as shown herein above or as approved and authorized in writing by the Health Services Department Director.

State regulatory information on allowable costs and activities is contained in Section 9530 of Exhibit A, attached.

Invoices shall be submitted to County at the Health Services Department, Alcohol & Drug Program, at 415 Placerville Drive

Contractor shall plan for even expenditure of funds provided by this Agreement throughout the term of the Agreement. That is, one twelfth of the Total Provisional Amount of this Agreement shall be budgeted for the service delivery each month. To the maximum extent possible, Contractor shall deliver services each month that are commensurate with one twelfth of the total dollar amount available to pay for those services. To ensure that services are available continuously throughout the term of this Agreement, County reserves the right to defer payment of any amount included on a monthly invoice that exceeds one twelfth of the Total Provisional Amount of this Agreement. Further, in the event Contractor expends the entire Total Provisional Amount of this Agreement before the end of the term of the Agreement, and County has not previously deferred payment, the County offers no assurance that any additional amounts will be made available.

Standardized Service Definitions – Exhibit C (amended)

Billing rates for services performed during the month following execution of this Amendment I and all subsequent months during the term of this agreement shall be in accordance with the State-approved Drug Medi-Cal (DMC) rates in effect for the period in which services were performed. This standardized rate provision applies to all substance abuse and other therapeutic counseling and treatment services, as defined in Exhibit C as amended, attached hereto and made a part hereof, regardless of the type of funding used for such services, as set forth in Article III above. Approved DMC rates may be obtained by Contractor from the California Department of Alcohol and Drug Programs (State ADP) website (currently http://www.adp.ca.gov/dmc/dmc.shtml) or by contacting State ADP or County ADP directly. Any changes made by the State to DMC rates, and the effective date of those changes, shall be as defined by the State and automatically become a part herein. Should the State at any time provide notification that it does not have approved DMC rates, Contractor shall continue to use the last approved DMC rates in effect prior to such notification, until the State identifies new approved DMC rates. The effective date of new State-approved rates will be as stipulated by the

State.

Compensation Method

County shall pay Contractor for not more than the actual cost of services performed, less any revenues actually received from client fees, insurance, and/or other third party payers, provided that:

- All services provided shall be billed at the units of measure defined in Exhibit C attached herein, at the maximum rates as specified in Article III above.
- The total payments shall not exceed the County's Total Maximum Obligation, by funding type, as set forth in Article III of this Agreement.
- All invoices to County shall be supported at Contractor's facility by source documentation that substantiates the accuracy, appropriateness, and necessity of services billed. Such documentation may include, but is not limited to: ledgers, books, vouchers, journals, time sheets, payrolls, signed attendance rosters, appointment schedules, client data cards, client payment records, client charges, documenting services rendered, client treatment plans, cost allocation schedules, invoices, bank statements, cancelled checks, receipts, and receiving records. County may require Contractor to submit back-up documentation that supports monthly invoices along with any or all invoices. Failure of Contractor to supply requested documentation in support of any invoice may result in denial of payment by County. County shall determine the format and content of monthly invoices and backup documentation, and may modify the format and/or content at any time by giving thirty (30) days advance notice to Contractor.
- All Contractor costs must be allowable pursuant to applicable State and Federal laws, regulations, policies and procedures, as set forth in Article I.
- Costs shall be reconciled annually in the cost report, as detailed in Article IX of this Agreement.
- County shall reimburse Contractor within forty-five (45) days of receipt of original invoices that identify the date of service, period being billed, services performed, client who received services, compensation due for each service and total compensation due for all services. All services identified in the original invoice must be authorized by a supporting County Authorization form signed by El Dorado County Health Services Department Alcohol and Drug Program Proposition 36 Coordinator. The aggregate of amounts invoiced in any funding category may not exceed the total maximum obligation of that funding category.

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

Article XIII
NOTICES

All notices given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid. For purposes of this Agreement, any notice provided by County shall be given by Health Services Department Director. Notices to County from Contractor, and to Contractor from County shall be in duplicate and addressed as follows:

Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

Notices to Contractor shall be in duplicate and addressed as follows

SIERRA RECOVERY CENTER
1137 EMERALD BAY ROAD
SOUTH LAKE TAHOE, CA 96150
ATTN: DAN BLACKWELL, PRESIDENT BOARD OF DIRECTORS

IV. Article XXVI shall be amended to read in its entirety as follows:

Article XXVI
Administrator

The County Officer or employee with responsibility for administering this Agreement is Shirley White, Alcohol and Drug Programs Manager, or successor, hereinafter referred to as Administrator.

V. Exhibit C shall be amended and replaced with new Exhibit C attached hereto and incorporated herein.

Except as herein amended, all other parts and sections of that Agreement #722-PHD0408 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Neda West Dated: 12-19-08
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 #722-PHD0408 on the dates indicated below.

--COUNTY OF EL DORADO--

Dated: _____

By: _____
Ron Briggs, Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

--CONTRACTOR--

Dated: 12-30-08

By: _____
Dan Blackwell, President
Board of Directors
Sierra Recovery Center
A California 501 (c)(3) Corporation
"Contractor"

Standardized Service Definitions
El Dorado County Health Services Department - Public Health Division
Substance Abuse and other Therapeutic Counseling and Treatment Services

Services will be billable based on the specific types of services defined in each agreement. All rates may not apply within each individual agreement depending on type of service needed and/or availability and criteria of funding source.

SERVICE DEFINITION	RATE
Outpatient Services	
Group Session (1.5 hrs) - A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
Individual Counseling Session (50 minutes) - A face-to-face session between a client and a therapist or counselor.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Perinatal Group Session (1.5 hrs) – o A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child(ren). o Reimbursable only through Perinatal Set-Aside and Perinatal Drug Medi-Cal funding	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
Perinatal Individual Session (50 minutes) - o A face-to-face session between a client and a therapist or counselor. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child(ren). o Reimbursable only through Perinatal set-aside and Perinatal Drug Medi-Cal funding.	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate

Day Care Rehabilitative - Substance abuse counseling and rehabilitation services, lasting three or more hours, but less than 24 hours, per day, for three or more days per week.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Day Care Rehabilitative Rate
Individual Assessment (50-60 minutes) - The evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance abuse disorders; the diagnosis of drug abuse disorders; and the assessment of treatment needs to provide medically necessary treatment services.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Intake (50 minutes) - The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Treatment Planning (50 minutes) - Collaborative session between program staff and client to identify problems, goals, action steps, and target dates as components of an individual's prescribed course of substance abuse treatment.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Discharge (50 minutes) - Face-to-face final collaborative session between program staff and client to reinforce newly developed recovery skills and develop a plan to maintain those skills upon conclusion of treatment.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Crisis Intervention (50 minutes) - Face-to-face contact between a program staff person and a client in crisis. Services provided must focus on alleviating the crisis problem. Crisis means an unforeseen event or circumstance which presents an imminent threat of relapse, or actual relapse, to the client.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Case Management (50 minutes) - Activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to 4 episodes per month. Not billable per client.	Current Drug Medi-Cal Reimbursement Rate for Outpatient Drug Free (ODF) Individual Counseling UOS Rate

Transitional Housing (per day) -A clean and sober living environment meeting the requirements of the California Association of Recovery Homes voluntary certification process. Clients in transitional housing shall be encouraged to actively seek permanent housing, work toward a high school diploma or GED if they do not posses one, and, if unemployed, begin an intensive job search within 72 hours of entering transitional housing.	17.50 (per day)

Inpatient Services	
Residential Treatment (per bed day) - • The actual rate will be negotiated between the purchaser and the vendor. • The delivery of services to males and females in an inpatient setting. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.	92.00 per day
Residential Perinatal Treatment (per bed day) -The delivery of services to females who are pregnant or who have children age 17 or under, including women who are attempting to regain legal custody of their child(ren). Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Perinatal Residential Treatment
Residential Perinatal Drug Medi-Cal (room and board per bed day) - Eligible clients must meet Title 22 Drug Medi-Cal requirements and program must be Drug Medi-Cal certified. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.	17.00 per day