

AGREEMENT FOR SERVICES

686-PHD1107

with

PROGRESS HOUSE, INC.

regarding

ALCOHOL/DRUG TREATMENT SERVICES

**COLLABORATIVE JUSTICE DUI COURT
EXPANSION PROJECT GRANT**

Amendment I

THIS AMENDMENT to that AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") through its Public Health Department, and Progress House, Inc., 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 2914 "B" Cold Springs Road, Placerville, CA 95667 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a contractor to provide alcohol and drug treatment services for clients who qualify to participate in the Program; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I Scope of Services shall be amended to include a new paragraph B., 3., as follows:

B. Support Tasks and Activities: Contractor agrees to provide the following support services and complete the following tasks and activities:

1. Recovery support sessions: Recovery support refers to an individual counseling session for DUI participants designed to address threats or perceived threats to a participant's recovery. These services shall be provided on an as needed basis and must be approved by the DUI Court Coordinator before they can be offered.
2. Treatment plans, progress reports, non-compliance reports, treatment discharges, and other requested reports must be submitted as requested by DUI Court Coordinator and/or Judge.
3. Court Related Activities: Contractor shall attend pre-court and collaborative case management conferences and, upon request, shall attend court sessions which take place twice monthly. County will furnish Contractor with the schedule of DUI Expansion Court sessions and provide reasonable advance notice of pre-court case management conference times and locations.
4. Ancillary Services: These are supplementary services, available from existing community resources that promote successful rehabilitation of Program participants. Contractor shall determine the need for ancillary services, document this need in the treatment plan, and request and receive approval from the DUI Court Coordinator before providing or arranging for participants to receive ancillary services. Ancillary services consist of literacy training, vocational training, family counseling, perinatal services, transitional housing, detoxification and other miscellaneous items that support participants' successful completion of treatment.

ARTICLE III Compensation for Services shall be amended to read as follows:

The total maximum obligation amounts provided by this Agreement are set forth below.

Collaborative Justice DUI Court Expansion Project Grant:

FY 07/08 Funds	\$45,000.00
FY 08/09 Funds	\$45,000.00

Total Provisional Amount of this Agreement: **\$90,000.00**

Total Not to Exceed Amount of this Agreement: **\$190,000.00**

The Total Provisional Amount of this Agreement is the maximum amount to which Contractor is entitled by County without a written formal request by Contractor to County to increase that amount, which must be approved and authorized in writing by the Administrator, identified herein under Article XXV, up to but not to exceed the Total Not to Exceed Amount of this Agreement. The Total Not to Exceed Amount of this Agreement is the maximum amount the Administrator is authorized by County to make available to Contractor for services provided under this Agreement. The Administrator 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 fund 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 adjusted, approved, and authorized by the Administrator.

Specified services are to be billed by unit of service at fixed rates. Costs shall be reconciled annually in the Cost Report, as described in Article IX of this Agreement. The fixed rates payable under this Agreement are as follows:

Attendance at DUI Collaborative Conference (1/2 hour)	\$13.33
Attendance at DUI Drug Court Session (1 hour)	\$26.67
Instant Drug Testing	\$25.00
ETG Alcohol Testing	\$40.00
Hair Strand Drug Test	\$95.00

*Ancillary services, including other non-standard alcohol and drug treatment services:
The amount preauthorized by County Referral Team.

Treatment is to be billed by unit of service at the Standardization Rate schedule, attached as Exhibit D. No such services shall be rendered without prior written authorization from the DUI Court Coordinator.

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. The aggregate of amounts invoiced in any funding category may not exceed the total maximum obligation in that funding category.

Invoices shall be submitted to County at the Public Health Department, Finance Division, 941 Spring Street, Suite 4, Placerville, CA 95667.

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 charts 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.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this amended Agreement remains subject to early termination by County as set forth in the original document.

DEPARTMENT HEAD CONCURRENCE

By: Gayle Erbe-Hamlin
Gayle Erbe-Hamlin, Director
Public Health Department

Date: 5/7/08

CONTRACTOR

By: Tom Avey
Tom Avey, Executive Director
Progress House, Inc.
A California 501(c)(3) corporation

Date: 5/8/2008

COUNTY OF EL DORADO

By: _____
Rusty Dupray, Chairman
El Dorado County Board of Supervisors

Date: _____

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk