

AGREEMENT FOR SERVICES 097-116-P-E2009  
AMENDMENT I  
Driving Under the Influence (DUI) Court Expansion Program – Progress House, Inc.

This Amendment I to that Agreement for Services 097-116-P-E2009, 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 Progress House, Inc. (hereinafter referred to as CONTRACTOR).

R E C I T A L S

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide Alcohol and Drug Treatment Services for those clients found to be eligible for the DUI Court Expansion Program (PROGRAM), in accordance with Agreement for Services 097-116-P-E2009, dated July 20, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the Health Services Department, Alcohol and Drug Program has identified unspent funds from their Department of Justice – Office of Justice Programs grant award #2009-DC-BX-0076, and desires to provide said unspent funds to treatment provider to be used for services for those clients found to be eligible for the PROGRAM; and

WHEREAS, CONTRACTOR has provided services to clients eligible for the PROGRAM that qualify for grant funding; and

WHEREAS, the parties hereto have mutually agreed to amend Article IV – Compensation for Services;

WHEREAS, the parties hereto have mutually agreed to amend Article XV – Notice to Parties;

NOW THEREFORE, the parties do hereby agree that Agreement for Services 097-116-P-E2009 shall be amended a first time as follows:

1) Article IV, Section 4.03 shall be amended in its entirety to read as follows:

Section 4.03 Not-to-Exceed: \$186,000 over the term of this Agreement.

2) Article IV, Section 4.07 shall be amended in its entirety to read as follows:

Section 4.07 Invoices shall be submitted to:

Health Services Department – Public Health Division Finance  
929 Spring Street  
Placerville, CA 95667

All invoices to COUNTY shall be accompanied by Exhibit F – Treatment Authorization Form demonstrating that services rendered for each client were approved by ADP, and shall include client name, date(s) of service, services rendered, and fee to COUNTY pursuant to Section 3.06(a) Invoices 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 back-up documentation.

3) Article XV shall be amended in its entirety to read as follows:

**Article XV. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

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

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:



IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services 097-116-P-E2009 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_  
Raymond J. Nutting, Chair  
Board of Supervisors

Dated: \_\_\_\_\_

*Attest: Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors*

\_\_\_\_\_  
*Deputy* Dated: \_\_\_\_\_

-- CONTRACTOR --

By: \_\_\_\_\_  
Judy Strauss, Executive Director  
Progress House, Inc.

Dated: \_\_\_\_\_

