

ORIGINAL

AGREEMENT FOR SERVICES #510-S0811 AMENDMENT I

This Amendment I to that Agreement for services #510-S0811, 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., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2844 Coloma Street, (Mailing: P.O. Box 1666), Placerville, CA 95667 (hereinafter referred to as "Contractor") (collectively hereinafter referred to as the "Parties");

RECITALS

WHEREAS, Contractor has been engaged by County to provide therapy, anger management, substance abuse testing and treatment, residential treatment, and transitional housing services on an "as requested" basis for referred clients of the Department of Human Services in accordance with Agreement for Services #510-S0811, dated April 22, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the Parties hereto have mutually agreed to amend **ARTICLE I-Scope of Services** and **ARTICLE III – Compensation for Services**; and

WHEREAS, the Parties hereto have mutually agreed to add **ARTICLE XXVIII - Fingerprinting**.

NOW THEREFORE, the Parties do hereby agree that Agreement for Services #510-S0811 shall be amended a First time as follows:

ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary to furnish therapeutic counseling, client treatment plans and written reports, substance abuse testing and treatment, intensive outpatient treatment, outpatient group counseling sessions, individual counseling sessions, detoxification, residential treatment, and transitional housing services as requested by County. Services shall include, but not be limited to, individual psychotherapeutic counseling to assist with chemical addiction and related social, psychological, and/or medical problems that impede the client's ability to meet the objectives of the client's treatment plan as approved in writing by the client's caseworker. Clients admitted to treatment may be tested for substance abuse usage. However, the cost of such testing shall be included within Contractor's rate for residential or transitional service and shall not be billed separately. All substance abuse testing shall be scheduled and conducted on a random basis to ensure accurate monitoring of

client progress. Contractor shall immediately and verbally inform the appropriate caseworker, at no charge to County, of client appointment no-shows, cancellations, or any other urgent concerns directly affecting the client's treatment plan.

Whenever possible, individual counseling sessions shall be provided by a Licensed Clinical Social Worker (LCSW) or Marriage and Family Therapist (MFT) licensed by the Board of Behavioral Sciences, or other certified parties, as appropriate. If service is delegated to an intern, the individual must be pre-licensed and all assignments must be under the direct supervision of licensed or certified staff. No intern shall be the sole author of any written treatment plan or report. All said documents must be reviewed, approved and signed by a LCSW or MFT as described above. Substance abuse treatment shall be provided by Certified Addiction Specialists.

Services shall be provided during Contractor's normal business hours and days. After hour appointments, if necessary, must be approved beforehand in writing by the caseworker and their supervisor and billed at the normal business rate as detailed in Revised Exhibit "A" marked "Drug Medi-Cal (DMC) Reimbursement Rate Schedule, El Dorado County Department of Human Services, Substance Abuse and Other Therapeutic Counseling and Treatment Services".

Transitional Living services for clients shall be provided in accordance with standards set forth in Exhibit "B" marked "PROGRESS HOUSE TRANSITIONAL HOUSE HOUSE MANUAL" attached and incorporated herein and made by reference a part hereof.

Note:

1. Prior to the commencement of work for any services explicitly addressed under "Scope of Service" or "Compensation", Contractor shall obtain a written authorization form that has been signed by the appropriate caseworker and supervisor; and
2. Prior to the commencement of work for any services NOT explicitly addressed under "Scope of Service" or "Compensation" written approval from the DHS Director, Assistant Director or Chief Fiscal Officer must be received before providing services.

Services shall not commence without one of the above signed authorizations. A copy of all written authorizations must be included with any invoices submitted for payment. Failure to do so could delay payment. County shall not pay for any services that have not been pre-approved in writing, "no shows," cancellations, telephone calls, or for the preparation of initial assessment reports and treatment plan reports or bimonthly client progress reports as more fully detailed as follows:

Initial Assessment -Within twenty-one calendar (21) days of the client's initial visit, Contractor shall provide the caseworker, at no charge to County, with a written initial assessment and treatment plan, indicating the type of therapy to be utilized and recommended number/frequency of sessions. Once services have been approved and initiated, Contractor shall secure prior written approval from the appropriate caseworker, their Supervisor and Program Manager before making any changes to the authorized treatment plan, including type of therapy and number/frequency of sessions.

Bimonthly Client Progress Reports - No later than (30) days after the end of each second service month, Contractor shall provide the caseworker, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each client, their progress, and ongoing treatment goals (see Revised Exhibit "C", marked "Bimonthly Client Progress Report," incorporated herein and made by reference apart hereof). If an alternate progress report is used, all fields noted on Revised Exhibit "C" are mandatory. Failure to provide said progress report may delay payment for other preauthorized services as said report is included as a required deliverable.

Court Documents – Upon request and within the time limit specified by County, Contractor shall provide the caseworker, at the DMC individual counseling session rate of 50 minutes per session and with a two (2) hour maximum per report limit, comprehensive written reports for County's use in court. Please note that the written initial assessment and treatment plan are excluded from the court documents reimbursement rate as payment for the initial assessment and treatment plan are addressed under "Initial Assessment", above.

Court Appearances and/or Multidisciplinary Team Meetings - Upon subpoena by County, Contractor shall attend court sessions. Upon request by County, Contractor shall attend multidisciplinary team meetings. Contractor shall be paid for these appearances at the individual counseling session (50 minutes) rate for time actually spent in the courthouse or in the meeting. The County shall only pay Contractor for court appearances when County subpoenas Contractor.

Contractor shall submit written reports within the time limits detailed above to the appropriate caseworker at the address below:

<i>West Slope Contractors Send Reports To:</i>		<i>East Slope Contractors Send Reports To:</i>	
Dept. of Human Services Attn: CPS 3057 Briw Ridge Rd. #A Placerville, CA 95667	One Stop Career Center 3047 Briw Road Placerville, CA 95667	Dept. of Human Services Attn: CPS 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150	OneStop Career Center 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150
530/642-7100 (ph) 530/626-7427 (fax)	530/642-4850 (ph) 530/642-5539 (fax)	530/642-7100 (ph) 530/626-7427 (fax)	530/642-4850 (ph) 530/642-5539 (fax)

Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are received and approved in writing by the appropriate Department of Human Services' caseworker and supervisor or program manager. Compensation for services shall not be provided for incomplete services. Written authorizations for services and subsequent approvals of reports shall be attached to invoices.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of itemized invoice(s) identifying services rendered. Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with "Scope of Services." Failure to submit invoices by the 15th of the month

following the end of a service month may result in a significant delay in payment. Invoices submitted for payment by the 15th of the month following the end of a service month shall be paid within thirty (30) days following County receipt and authorization of approved invoice(s). An example of an approved invoice containing necessary and pertinent billing information is described in Revised Exhibit "D" marked "Invoice," incorporated herein and made by reference a part hereof.

For the purposes hereof, the maximum billing rate¹ shall be at the current State-approved Drug Medi-Cal (DMC) reimbursement rates, described in Revised Exhibit "A" marked "Drug Medi-Cal (DMC) Reimbursement Rate Schedule Effective January 1, 2008, El Dorado County Departments of Human Services and Public Health, Substance Abuse and Other Therapeutic Counseling and Treatment Services" except for the following rates:

<i>SERVICE</i>	<i>MAXIMUM RATE</i>
5 Panel UA on-site	\$30 per test
9 Panel UA on-site	\$40 per test
Bimonthly Client Progress Reports	No Charge
Court Appearances	Current Drug Medi-Cal Reimbursement Rate for Individual Counseling Session upon subpoena by County and for time actually spent in courthouse.
Court Documents	Current Drug Medi-Cal Reimbursement Rate for Individual Counseling Session with a two (2) hour maximum per report.
EtG and 5 Panel UA Combo on-site testing	\$60 per test
EtG Substance Abuse Test only without on-site testing	\$30 per test
Family Therapy (1.5 hrs)	\$31.56 per family member per session with a maximum of twelve family members per session
Hair Strand Testing	\$95 per test
Initial Assessment (due within 21 days of client's initial visit)	No Charge
Methadone Testing	\$5 per test
Multidisciplinary Team Meeting	Current Drug Medi-Cal Reimbursement Rate for Individual

¹ **Maximum Billing Rate Detail:** A) If it is determined the client has private insurance that covers the service(s), Contractor shall bill the appropriate insurance carrier first as primary insurance carrier. If the client's insurance covers the service at a rate less than the rate set forth in this Agreement, Contractor shall only bill the County for the difference. If the client has no insurance for the service, Contractor shall bill the County at the rate set forth in this Agreement. B) For individual therapy sessions, Contractor shall submit a single monthly invoice for each individual, noting the dates of service, the name of each individual treated, the type of treatment (individual therapy), the number of hours of service for each date, and the rate. C) For family therapy sessions, Contractor shall submit a single monthly invoice for each family, noting the dates of service, the names of the family members treated, the type of treatment (family therapy), the number of hours of service for each date, and the rate. Billing shall be at the set hourly rate for the family unit, not per person. D) For group therapy sessions, Contractor shall submit a separate, single monthly invoice for each group therapy participant for whom the County has requested service, noting the date(s) of service, the name of the individual treated, the type of treatment (group therapy), the number of hours of service for each date, and the rate.

	Counseling Session upon request by County and for time actually spent in meeting.
Oxycodone Testing	\$25 per test
Same Day Substance Abuse Testing (includes instant UA and breathalyzer)	\$25 per person
UA Testing	\$25 per test

The County shall not pay for “no shows,” cancellations, telephone calls, or preparation of initial assessments or bimonthly client progress reports. Contractor shall immediately and verbally inform the caseworker, at no charge to County, of client appointment no-shows, cancellations, or any other urgent concerns directly affecting the client’s treatment plan.

Contractor shall bill County using the attached sample invoice, or a similar invoice, containing the same necessary and pertinent billing information. Contractor shall submit only original invoices and a copy of the written authorization(s) for service with all invoices submitted and bimonthly reports as applicable for payment. Photocopied or faxed invoices shall not be accepted. Contractor shall ensure only billing information is included on the invoice. Information related to clients’ diagnosis, prognosis or treatment is not permitted on the invoice. Invoices are to be sent accordingly:

<i>West Slope Contractors, please send invoices to:</i>	<i>East Slope Contractors, please send invoices to:</i>
El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667	El Dorado County Department of Human Services Attn: Child Protective Services 3368 Lake Tahoe Blvd. #100 South Lake Tahoe, CA 96150

The total of this Agreement, as amended, shall not exceed \$1,250,000.00 for the stated term.

ARTICLE XXVIII

Fingerprinting. Pursuant to California Penal Code §11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of §15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor’s sole expense. More specifically, Contractor agrees that:


1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.
3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting and shall state whether or not the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

Except as herein amended, all other parts and sections of that Agreement #510-S0811 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: August 25, 2009
DeAnn Osborn
Staff Services Analyst II
Department of Human Services

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 8-22-09
Daniel Nielson, M.P.A.
Director
Department of Human Services

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to that Agreement for Services #510-S0811 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

PROGRESS HOUSE, INC.
A CALIFORNIA CORPORATION

By: Tom Avey
Tom Avey
Executive Director
"Contractor"

Dated: 08/28/2009

REVISED EXHIBIT A

Drug Medi-Cal (DMC) Reimbursement Rate Schedule El Dorado County Department of Human Services Substance Abuse and Other Therapeutic Counseling and Treatment Services

For the purposes hereof, the billing rate for services specifically listed below or under ARTICLE I-Scope of Services or ARTICLE III-Compensation and as requested in writing shall be at the current State-approved Drug Medi-Cal (DMC) reimbursement rates for Program Code 20 (Alcohol and Drug Services), unless otherwise indicated, which are located under "Current Rate Structure-DMC Rates" at the following website <http://www.adp.ca.gov/dmc/dmc.shtml> for the following services. For DHS Contractors, any changes to DMC rates by the State shall become effective the first day of the month following the month that the State announces the approval of any change(s), i.e. formal adoption of the State budget.

<i>SERVICE</i>	<i>MAXIMUM RATE</i>
<i>Bimonthly Client Progress Reports</i>	No Charge
<i>Court Appearances</i> <i>Upon subpoena by County and pro-rated for time actually spent at the pertinent court session. Travel time shall not be included in the reimbursement for these services.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<i>Court Documents</i> <i>Upon written request by County and with a maximum limit of two (2)-session rates charged per report.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<i>Family Therapy</i> <i>1.5 hrs per session and per family member upon written request by County. "Family therapy" means face-to-face contacts wherein one(1) or more therapists or counselors treat no less than two (2) and no more than twelve (12) family members at the same time, focusing on the needs of the individuals served.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<i>Group Counseling</i> <i>1.5 hrs per session and per group therapy participant upon written request by County. "Group counseling" means face-to-face contacts wherein one (1) or more therapists or counselors treat no less than two (2) and no more than twelve (12) group therapy participants at the same time, focusing on the needs of the individuals served.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<i>Individual Counseling Session</i> <i>50-60 minutes per session and per individual upon written request by County. "Individual counseling" means face-to-face contacts between a client and a therapist or counselor. Telephone contacts, home visits and hospital visits shall not qualify as reimbursable units of service.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<i>Initial Assessment</i> <i>50-60 minutes per assessment and per individual upon written request by County. Only one (1) assessment per individual allowed. "Initial assessment" means the process of admitting a client into a therapeutic treatment program. Intake includes the evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and/or substance abuse disorders. The diagnosis of substance abuse disorders shall utilize the Diagnostic and Statistical Manual of Mental Disorders</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate

REVISED EXHIBIT A

<p><i>Third Edition-Revised or Fourth Edition (or most Current or Revised Edition), published by the American Psychiatric Association. The assessment of treatment needs to provide medically necessary treatment services shall be by a physician licensed to practice medicine in the State of California.</i></p>	
<p>Initial Assessment Report and Treatment Plan Reports <i>Due within 21 days of client's initial assessment</i></p>	No Charge
<p>Multidisciplinary Team Meeting <i>Upon written request by County and for time actually spent in the meeting. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams in which County considers Contractor or Contractor's staff or assigns to be regular standing members.</i></p>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<p>Residential Treatment (per bed day) <i>Upon written request by County. Services are provided by program-designated personnel and include the following elements: personal recovery/treatment planning, educational sessions, social/recreational activities, individual and group sessions, and information about, and may include assistance in obtaining, health, social, vocational, and other community services.</i></p>	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Perinatal Services) for Day Care Rehabilitative
<p>Residential Perinatal Treatment (per bed day) <i>Upon written request by County. Perinatal residential is gender-specific residential services tailored to meet the recovery and treatment needs of women and their children. Services are provided by program-designated personnel and include the following elements: personal recovery/treatment planning, educational sessions, social/recreational activities, individual and group sessions, and information about, and may include assistance in obtaining, health, social, vocational, and other community services.</i></p>	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Perinatal Services) for Perinatal Residential (RES) rate
<p>Residential Perinatal Drug Medi-Cal (room and board per bed day) <i>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.</i></p>	\$17.00 per bed day
<p>Transitional Living (per bed day) <i>Upon written request by County. 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 possess one, and, if unemployed, begin an intensive job search within 72 hours of entering transitional housing.</i></p>	\$17.50 per bed day

REVISED EXHIBIT C

**El Dorado County
Dept. of Human Services-Social Services Division
Bimonthly Client Progress Report**

Provider's Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Client's Name: _____

Social Worker and/or Employment & Training Worker's Name: _____

Dates of sessions since last report (please indicate no shows by writing "N/A" next to the date):

Assessment, goals and treatment plan:

Progress since last report:

Please complete a progress report on each client referred by the El Dorado County Department of Human Services-Social Services Division on a bimonthly basis and send the report to the appropriate office listed below:

West Slope Vendors, please send reports to:		East Slope Vendors, please send reports to:	
Social Worker's Name Dept. of Human Services 3057 Briw Road Placerville, CA 95667	E&T Worker's Name OneStop Career Center 3047 Briw Road Placerville, CA 95667	Social Worker's Name Dept. of Human Services 3368 Lake Tahoe Blvd. #100 South Lake Tahoe, CA 96150	E&T Worker's Name OneStop Career Center 3368 Lake Tahoe Blvd. #100 South Lake Tahoe, CA 96150

Provider's Signature

Date

INVOICE

Important: Only original invoices will be accepted. To help identify an original invoice, we would prefer vendors use blue ink. White-out corrections will not be accepted. Please use a separate invoice for each family. If providing family therapy, please note the names of all individuals seen.

Service Month: _____ Invoice / Account Number: _____ Caseworker: _____
 Business / Owner Name: _____ Telephone Number: _____
 Business Address: _____

Remit-To Address (if different): _____

Does the client/participant have insurance that covers all or a portion of the billed rate? Yes No
 Is there another funding source to pay all or a portion of this service, e.g., insurance, Medi-Cal, EPSDT, CAPIT/CBCAP/PSSF or other grant funding? Yes No
 Was this funding source billed? Yes No

1 Service Date	2 Client/Participant Name (Service Provided to)	3 Type of Service	4 Number of Hours or Sessions	5 Agreement Rate	6 Rate Billed to Insurance	7 Difference between Columns 5 and 6	8 Total Billed to El Dorado County DHS (Column 4 x 7)

INVOICE TOTAL *

Service(s) provided by _____ Licensed Intern **FOR COUNTY USE ONLY: Program Expense Authorization**

I certify that the information on this page is true and correct to the best of my knowledge.

Authorized Signature _____ Date _____

Vendor ID#: _____ Logged In: _____ / _____ / _____ By: _____

Case Name: _____	DOB: _____
Approvals:	
<input type="checkbox"/> Social Worker	By: _____
Date: _____	By: _____
<input type="checkbox"/> Supervisor	By: _____
Date: _____	By: _____
<input type="checkbox"/> Program Mgr	By: _____
Date: _____	By: _____
<input type="checkbox"/> Director	By: _____
Date: _____	By: _____

West Slope Vendors, send invoice to:	East Slope Vendors, send invoice to:
El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667	El Dorado County Department of Human Services Attn: Accounting Unit 3368 Lake Tahoe Blvd. #100 South Lake Tahoe, CA 96150

***FOR VENDOR USE ONLY:**

Beginning contract balance:	Total cost billed this invoice:
122	
Amount remaining on contract:	Total cost billed year-to-date:
B. 11	