

# ORIGINAL

## AGREEMENT FOR SERVICES #078-S0711 AMENDMENT II

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This Amendment II to that Agreement for Services #078-S0711, 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 Corporation, duly qualified to conduct business in the State of California whose principal place of business is 1137 Emerald Bay, South Lake Tahoe, CA 96150 (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide substance abuse testing and treatment services, detoxification, residential treatment, intensive outpatient, outpatient groups, individual counseling, and transitional housing for eligible CalWORKS clients referred by the Human Services Department in accordance with provisions of an MOU between the County Departments of Human Services and Public Health, and in accordance with Agreement for Services #078-S0711, dated August 15, 2006, and Amendment I, dated July 17, 2007, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to clarify the scope, extend the term, and increase the compensation of said Agreement, hereby amending **ARTICLE I – Scope of Services**, **ARTICLE II – Term**, and **ARTICLE III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE XII – Notice to Parties**, and **ARTICLE XIX – Administrator**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXV – Mandated Reporter Requirements**, **ARTICLE XXVI – Conflict of Interest**, **ARTICLE XXVII – Medical Screening**, **ARTICLE XXVIII - Compliance with All Federal, State and Local Laws and Regulations**, and **ARTICLE XXIX – Access To Records**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #078-S0711 shall be amended a second time as follows:

## ARTICLE I

**Scope of Services:** Contractor shall provide personnel and services necessary for the provision of therapeutic counseling services, inpatient and outpatient substance abuse testing and treatment, anger management, assessments, life skills groups and classes, residential or transitional living services, home visits, case management and other related services to El Dorado County CalWORKS eligible clients in accordance with treatment plans authorized by the El Dorado County CalWORKS Addiction Specialist working under an MOU with the Department of Human Services, Social Services Division.. 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 obtain and retain employment. 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 CalWORKS Addiction Specialist, at no charge to County, of client appointment no-shows, cancellations, or any other urgent concerns directly affecting the client's treatment plan.

Individual counseling session (50 minutes) 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 for outpatient services, must be approved beforehand in writing by the appropriate El Dorado County Department of Public Health CalWORKS Addiction Specialist, their Supervisor, and Program Manager. All services are to be billed at the normal business rate in accordance with ARTICLE III – Compensation.

Transitional Living services for CalWORKS clients shall be provided in accordance with standards set forth in Exhibit "D" marked "SIERRA RECOVERY TRANSITIONAL HOUSE HANDBOOK" attached and incorporated herein and made by reference a part hereof.

Contractor shall assure the highest level of client participation through a formalized program structure as evidenced by clinical documentation of (1) client attendance, (2) motivation to succeed in treatment, (3) goal accomplishments, and (4) progress in removing barriers to employability.

Contractor shall provide American Society of Addiction Medicine-Patient Placement Criteria-2 (ASAM PPC-2) level of functioning throughout all treatment episodes for future outcome studies.

Contractor shall provide current State-approved Drug Medi-Cal (DMC) services (except for any Perinatal services) to all CalWORKS Medi-Cal recipients and shall utilize Medi-Cal as primary payer of first resort to maximize available funding.

Supervision of the client's formalized program structure as detailed above shall be accomplished via case management staff at all service levels.

Prior to the commencement of work for any contracted service(s), Contractor shall obtain a written authorization form that has been signed by the Program Manager, Director, Assistant Director, and/or Chief Financial Officer.

A written proposal shall be submitted to and approved by the Human Services Director, Assistant Director, and/or Chief Financial Officer prior to the commencement of any work for any services requested but not specified within "Scope of Services" and/or having pricing in "Revised Exhibit "A".

Services shall not be started 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. The County shall not pay for any services that have not been pre-approved in writing.

Initial Assessment - Within twenty-one (21) days of the client's initial visit, Contractor shall provide the appropriate CalWORKS Addiction Specialist, 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. Contractor shall secure prior written approval from the CalWORKS Addiction Specialist, their Supervisor, and Program Manager before making any changes to the authorized treatment plan, including type of therapy and number/frequency of sessions.

Bi-Monthly Client Progress Reports - No later than (30) days after the end of each second service month, Contractor shall provide the appropriate CalWORKS Addiction Specialist, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each client, his/her progress, and ongoing treatment goals (see Revised Exhibit "C", marked "CalWORKS Bi-Monthly 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 appropriate CalWORKS Addiction Specialist, 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 CalWORKS Addiction Specialist 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: Employment & Training 3057 Briw Ridge Rd. #A Placerville, CA 95667	Job One OneStop 4535 Missouri Flat Rd. #1A Placerville, CA 95667	Dept. of Human Services Attn: Employment & Training 981 Silver Dollar Ave. South Lake Tahoe, CA 96150	Job One OneStop 981 Silver Dollar Ave. South Lake Tahoe, CA 96150
530/642-7300 (ph) 530/626-9060 (fax)	530/642-5505 (ph) 530/642-5539 (fax)	530/573-3273 (ph) 530/541-6771 (fax)	530/573-4330 (ph) 530/543-6735 (fax)

Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are submitted to and approved by the Department of Human Services. Compensation for services shall not be provided for incomplete services.

## ARTICLE II

**Term:** This term of this Agreement as amended shall be for the period of July 1, 2006 through June 30, 2009.

## ARTICLE III

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears. 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 15<sup>th</sup> of the month following the end of a service month may result in a significant delay in payment. Invoices submitted for payment by the 15<sup>th</sup> 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 “B” marked “CalWORKS Invoice,” incorporated herein and made by reference a part hereof.

The County shall not pay for “no shows”, cancellations, telephone calls, or preparation of initial assessments or bi-monthly client progress reports.

Compensation for services provided from July 1, 2006 through December 31, 2007 shall be in accordance with ARTICLE III-Compensation for Services of the original contract.

For services provided after December 31, 2007, the maximum billing rate<sup>1</sup> shall be as detailed in Revised Exhibit "A", except for the following rates:

<i>SERVICE</i>	<i>MAXIMUM RATE</i>
Bimonthly Client Progress Reports	No Charge
California Assessment and Substance Abuse Testing	\$155 per person
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 Substance Abuse Test	\$24.96 per test
Family Therapy (1.5 hrs)	\$31.56 per family member per session with a maximum of twelve family members per session
Initial Assessment (due within 21 days of client's initial visit)	No Charge
Mini Assessment	\$50 per person
Multidisciplinary Team Meeting	Current Drug Medi-Cal Reimbursement Rate for Individual Counseling Session upon request by County and for time actually spent in meeting.
Substance Abuse Testing	\$30 per test
Substance Abuse Test with pH Balance	\$30 per test
Substance Abuse Adulteration Test	\$30 per test

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 shall attach the written authorization(s) for service with all invoices submitted for

<sup>1</sup> **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. 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.

payment. Photocopied or faxed invoices shall not be accepted. Contractor may submit copies of written authorizations. 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>
<p>El Dorado County            Department of Human Services            Attn: Accounting Unit            3057 Briw Road            Placerville, CA 95667</p>	<p>El Dorado County            Department of Human Services            Attn: Employment &amp; Training            981 Silver Dollar Avenue            South Lake Tahoe, CA 96150</p>

The total of this Agreement, as amended, shall not exceed \$90,000.00.

**ARTICLE XII**

**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  
 HUMAN SERVICES DEPARTMENT  
 3057 BRIW ROAD  
 PLACERVILLE, CA 95667  
 ATTN: DEANN OSBORN, STAFF SERVICES ANALYST

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

SIERRA RECOVERY CENTER  
 1137 EMERALD BAY ROAD  
 SOUTH LAKE TAHOE, CA 96150

or to such other location as the Contractor directs.

**ARTICLE XIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Staff Services Analyst, Human Services Department, or successor.

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## **ARTICLE XXV**

**Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act.

## **ARTICLE XXVI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XXVII**

**Medi-Cal Screening:** Contractor shall screen 100% of referred clients for Medi-Cal eligibility. The screening shall include, but not be limited, to:

1. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time the client is referred for service; and
2. Verifying El Dorado County as the responsible County; and
3. Assessing for valid full scope aid codes; and
4. Monthly verification of client eligibility during the time the services are provided to the client.

## **ARTICLE XXVIII**

**Compliance with All Federal, State and Local Laws and Regulations:** Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Department of Human Services.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and

amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

**ARTICLE XXIX**

**Access to Records:** The Contractor shall provide access to the Federal, State or local Contractor agency, the Controller General of the United States, or any of their duly authorized Federal, State or local representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

Except as herein amended, all other parts and sections of that Agreement #078-S0711 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
DeAnn Osborn  
Staff Services Analyst  
Human Services Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Doug Nowka  
Director  
Human Services Department



IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #078-S0711 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

**--- COUNTY OF EL DORADO ---**

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

By: \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

**-- CONTRACTOR --**

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

SIERRA RECOVERY CENTER  
A CALIFORNIA CORPORATION

By: \_\_\_\_\_

Betsy Fedor  
Executive Director  
"Contractor"