

# AGREEMENT FOR SERVICES

#622-PHD0607

*with*

**PROGRESS HOUSE, INC.**

*regarding*

ALCOHOL/DRUG TREATMENT SERVICES

SUBSTANCE ABUSE AND CRIME PREVENTION ACT OF 2000  
AND  
SUBSTANCE ABUSE TREATMENT AND TESTING  
ACCOUNTABILITY ACT

## Amendment I

**THIS AMENDMENT to that AGREEMENT**, made and entered into on August 21, 2007 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 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**, Contractor performed alcohol and other drug treatment services prior to the term of Agreement #622-PHD0607 and has tendered its performance to County; and

**WHEREAS**, the prior services performed by Contractor are within the scope of services to be performed under Agreement #622-PHD0607; and

**WHEREAS**, Contractor has represented to County that such prior services conform to all the conditions and requirements of Agreement #622-PHD0607; and

**WHEREAS**, County agrees to accept prior services performed by Contractor on the condition that such services conform to all the conditions and requirements of Agreement #622-PHD0607; and

**WHEREAS**, such services are fully funded by the State of California under the Substance Abuse

and Crime Prevention Act (SACPA) of 2000 and Substance Abuse Treatment and Testing Accountability Act (SATTA); 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 provisions 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 III Compensation for Services** shall be amended to read as follows:

**SACPA Proposition 36 Treatment Services Obligation:**

FY 07/08 Funds	\$61,912.00
----------------	-------------

**SATTA Drug Testing Funds Obligation:**

FFY 06/07 Funds (Must be expended by December 31, 2007)	\$5,000.00
---	------------

FFY 07/08 Funds (available October 1, 2007 through December 31, 2007)	<u>\$5,300.00</u>
---	-------------------

<b>Total Maximum Compensation of this Agreement Not to Exceed</b>	<b>\$72,212.00</b>
---	--------------------

County has accepted services performed by Contractor meeting the description under Article I prior to the effective date of this Agreement. County agrees to compensate Contractor in the amount of \$6,912.00 for such prior services. The total amount herein agreed to be paid by County, including the amount for services performed during the term described under Article II, and the additional agreed payment of \$6,912.00 for prior accepted services, shall not exceed \$72,212.00.

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

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. Items to be charged to Startup Costs shall be identified as such. 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, A/D Programs Division, 415 Placerville Drive, Suite R, 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, and may modify the format and/or content at any time by giving thirty (30) days advance notice to Contractor.

Treatment is to be billed by unit of service at provisional rates that approximate actual costs. Costs shall be reconciled annually in the Cost Report, as described in Article IX of this Agreement. The provisional rates payable under this Agreement are as follows:

Level I and Level II services:	
Assessment (1.5 hours)	\$99.00
Intake (per hour)	66.00
Treatment Planning (per hour)	66.00
Discharge Planning (per hour)	66.00
Individual Visit (per hour)	66.00
Family Counseling/Collateral Visit	66.00
Crisis Intervention (per hour)	66.00
Case Management (per hour)	66.00
Group Treatment Session (1.5 hours)	35.00
Group Health/Addiction Education	35.00
Educational Group (1.5 hours)	35.00

Level III (residential) services:	
Assessment (1.5 hours)	\$99.00
Men's Residential Day (all inclusive)	60.00
Women's Residential Day (all inclusive)	78.00
Perinatal Residential Day (Client not eligible for Peri Medi-Cal)	93.00
Perinatal Residential Day (Client eligible for Peri Medi-Cal)	
Room and Board only	\$15.00

Transitional Housing- \*per day \$15.00

\*Authorizations for transitional housing will be granted for 30 days with extensions in 30 days increments available at the discretion of the County Referral Team.

Drug Testing (1 test) \$25.00

Ancillary services: The amount preauthorized by County Referral Team.

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 funding amount shall be budgeted for 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 amount available under this Agreement. Further, in the event Contractor expends the entire amount obligated by this Agreement before the end of the term of the Agreement, and the County has not previously deferred payment, the County offers no assurance that any additional amounts will be made available.

---

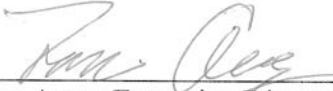
The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this amended Agreement remains subject to early termination by County as set forth in the original document.

**DEPARTMENT HEAD CONCURRENCE**

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

Date: \_\_\_\_\_

**CONTRACTOR**

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

Date: 11/05/07

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Helen K. Baumann, Chairman  
El Dorado County Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**  
Cindy Keck, Clerk

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