

AGREEMENT FOR SERVICES # 686-PHD1107
AMENDMENT II

This Amendment II to that Agreement for Services #686-PHD1107, 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 Nonprofit Public Benefit Corporation qualified as a tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code of 1986, whose principle place of business is 2914 "B" Cold Springs Road, Placerville, CA 95667; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

WHEREAS, Contractor has been engaged by County to provide alcohol and drug treatment services for clients who qualify to participate in the Collaborative Justice DUI Court Expansion Project Grant Program in accordance with the Agreement for Services #686-PHD1107, effective December 11, 2007, and Amendment I to Agreement 686-HD1107 effective June 3, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to modify the Total Not-to-Exceed Amount of said Agreement, hereby amending Article III, Compensation for Services; and

WHEREAS, the parties hereto have mutually agreed to modify the Notice to Parties and Administrator of said Agreement, hereby amending Articles XIII and XXV respectively; and

WHEREAS, the parties hereto have mutually agreed to modify the Standardized Rate Structure Exhibit D language of said Agreement, hereby amending Exhibit D; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #686-PHD1107 and Amendment I to that Agreement shall be amended a second time as follows:

All references in the original agreement to the County "Public Health Department" or "PHD" shall be deemed to refer to the Public Health Division of the Health Services Department.

ARTICLE III – Compensation for Services shall be amended to read in its entirety:
The total maximum obligation amounts provided by this Agreement are set forth below:

Collaborative Justice DUI Court Expansion Project Grant:

FY 2007-08 Funds	\$45,000.00
FY 2008-09 Funds allocated in original Agreement 686-PHD1107	45,000.00
FY 2008-09 Funds not previously allocated	45,000.00
FY 2008-09 Increase based upon projected compensation required for service level	18,685.71

Total Not-to-Exceed Amount of this Agreement: **\$153,685.71**

Billing rates for services performed during the month following execution of this Amendment I and all subsequent months during the term of this agreement shall be in accordance with the State-approved Drug Medi-Cal (DMC) rates in effect for the period in which services were performed. This standardized rate provision applies to all substance abuse and other therapeutic counseling and treatment services, as defined in Exhibit C, attached hereto and made a part hereof, regardless of the type of funding used for such services, as set forth in Article III above. Approved DMC rates may be obtained by Contractor from the California Department of Alcohol and Drug Programs (State ADP) website (currently <http://www.adp.ca.gov/dmc/dmc.shtml>) or by contacting State ADP or County ADP directly. Any changes made by the State to DMC rates, and the effective date of those changes, shall be as defined by the State and automatically become a part herein. Should the State at any time provide notification that it does not have approved DMC rates, Contractor shall continue to use the last approved DMC rates in effect prior to such notification, until the State identifies new approved DMC rates. The effective date of new State-approved rates will be as stipulated by the State.

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 pre-authorized by County Referral Team.

No services shall be rendered without prior written authorization from the DUI Court Coordinator.

Compensation Method

County shall pay Contractor for not more than the actual cost of services performed, less any revenues actually received from client fees, insurance, and/or other third party payers, provided that:

- All services provided shall be billed at the units of measure defined in Exhibit D attached herein, at the maximum rates as specified in Article III above.
- The total payments shall not exceed the County's Total Maximum Obligation, by funding type, as set forth in Article III of this Agreement.
- 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 charges, 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.
- All Contractor costs must be allowable pursuant to applicable State and Federal laws, regulations, policies and procedures, as set forth in Article I.
- Costs shall be reconciled annually in the cost report, as detailed in Article IX of this Agreement.
- 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.

ARTICLE XIII – Notice to Parties shall be amended to read in its entirety as follows:

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.

Notices to County shall be in duplicate and addressed as follows:

**EL DORADO COUNTY 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:


**PROGRESS HOUSE, INC.
2914 "B" COLD SPRINGS ROAD
PLACERVILLE, CA 95667
ATTN: TOM AVEY, EXECUTIVE DIRECTOR**

or to such other location as the County directs.

ARTICLE XXV Administrator shall be amended to read in its entirety as follows:
The County Officer or employee with responsibility for administering this Agreement is Shirley White, Alcohol and Drug Program Manager, El Dorado County Health Services Department or successor, hereinafter referred to as Administrator.

Except as herein amended, all other parts and sections of that Agreement #686-PHD1107 and Amendment I to said Agreement shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 12/11/08
Neda West, Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #686-PHD1107 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: _____

Rusty Dupray, Chairman
Board of Supervisors
"County"

ATTEST:

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

By: _____ Date: _____

Deputy Clerk

--CONTRACTOR--

Dated: 12/12/2009

PROGRESS HOUSE, INC.

By: 

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

**Standardized Service Definitions
 El Dorado County Health Services Department - Public Health Division
 Substance Abuse and other Therapeutic Counseling and Treatment Services**

**Services will be billable based on the specific types of services defined in each agreement.
 All rates may not apply within each individual agreement depending on type of service
 needed and/or availability and criteria of funding source.**

SERVICE DEFINITION	RATE
Outpatient Services	
<i>Group Session (1.5 hrs)</i> - A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served.	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 (50 minutes)</i> - A face-to-face session between a client and a therapist or counselor.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<i>Perinatal Group Session (1.5 hrs)</i> – <ul style="list-style-type: none"> ○ A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child(ren). ○ Reimbursable only through Perinatal Set-Aside and Perinatal Drug Medi-Cal funding 	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<i>Perinatal Individual Session (50 minutes)</i> - <ul style="list-style-type: none"> ○ A face-to-face session between a client and a therapist or counselor. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child(ren). ○ Reimbursable only through Perinatal set-aside and Perinatal Drug Medi-Cal funding. 	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate

Day Care Rehabilitative - Substance abuse counseling and rehabilitation services, lasting three or more hours, but less than 24 hours, per day, for three or more days per week.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Day Care Rehabilitative Rate
Individual Assessment (50-60 minutes) - The evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance abuse disorders; the diagnosis of drug abuse disorders; and the assessment of treatment needs to provide medically necessary treatment services.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Intake (50 minutes) - The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Treatment Planning (50 minutes) - Collaborative session between program staff and client to identify problems, goals, action steps, and target dates as components of an individual's prescribed course of substance abuse treatment.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Discharge (50 minutes) - Face-to-face final collaborative session between program staff and client to reinforce newly developed recovery skills and develop a plan to maintain those skills upon conclusion of treatment.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Crisis Intervention (50 minutes) - Face-to-face contact between a program staff person and a client in crisis. Services provided must focus on alleviating the crisis problem. Crisis means an unforeseen event or circumstance which presents an imminent threat of relapse, or actual relapse, to the client.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Case Management (50 minutes) - Activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to 4 episodes per month. Not billable per client.	Current Drug Medi-Cal Reimbursement Rate for Outpatient Drug Free (ODF) Individual Counseling UOS Rate

<p>Transitional Housing (per day) -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.</p>	<p>17.50 (per day)</p>
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<p align="center">Inpatient Services</p>	
<p>Residential Treatment (per bed day) -</p> <ul style="list-style-type: none"> • The actual rate will be negotiated between the purchaser and the vendor. • The delivery of services to males and females in an inpatient setting. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA. 	<p>92.00 per day</p>
<p>Residential Perinatal Treatment (per bed day) -The delivery of services to females who are pregnant or who have children age 17 or under, including women who are attempting to regain legal custody of their child(ren). Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Perinatal Residential Treatment</p>
<p>Residential Perinatal Drug Medi-Cal (room and board per bed day) - 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.</p>	<p>17.00 per day</p>