

ORIGINAL

AGREEMENT FOR SERVICES #004-S1211

AMENDMENT I

Therapeutic Counseling, Classes, Substance Abuse Testing/Treatment, Residential Treatment/Transitional Housing and Related Services

THIS AMENDMENT I to that Agreement for Services #004-S1211 made and entered 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 and whose Agent for Service of Process is Tom E. Avey, 2844 Coloma Street, Placerville, CA 95667, (hereinafter referred to as "Contractor") (hereinafter referred to individually as "Party" or collectively as "Parties");

RECITALS

WHEREAS, Contractor has been engaged by County to provide therapeutic counseling services, classes, substance abuse testing and treatment, residential treatment and transitional housing services on an "as requested" basis for clients referred by the Department of Human Services, in accordance with Agreement for Services #004-S1211, dated June 28, 2011 and effective July 1, 2011; and

WHEREAS, the Parties hereto have mutually agreed to amend **Article II – Term, Article III – Compensation for Services, Article VII – Nondiscrimination, Article X – Debarment and Suspension Certification and Article XXIV – Insurance.**

NOW, THEREFORE, the Parties do hereby agree that Agreement for Services #004-S1211 shall be amended a First time as follows:

ARTICLE II

Term: This Amendment I to Agreement #004-S1211 shall be effective retroactive to the period beginning July 1, 2011. The term of the Agreement shall remain unchanged as July 1, 2011 through June 30, 2014 and shall be considered as fully executed upon the date the final signature has been obtained.

ARTICLE III

Compensation for Services: Prior to commencing any County authorized service(s), Contractor shall determine the category that Client falls under as set forth in the chart listed below:

Client Insurance Category	Procedures to follow to receive payment for services
Uninsured Clients	For Clients without health insurance coverage, Contractor shall bill County for authorized service(s) provided in accordance with the rates set forth below. Contractor shall not charge <u>any</u> amount whatsoever to Clients who do not have health insurance.
Medi-Cal Clients with no “share of costs”	Contractors who are Medi-Cal providers shall bill Medi-Cal for authorized service(s) provided. Contractor shall <u>not</u> bill Client or County for any difference between their “regular” fee and what they receive from Medi-Cal for services rendered, any co-pay(s), any deductible(s) or any other amount(s).
Medi-Cal Clients with “share of costs”	Contractors who are Medi-Cal providers shall bill Medi-Cal for authorized service(s) provided and shall bill County for Client’s share of costs, up to the rate amount set forth in this Agreement. Contractor shall <u>not</u> bill Client or County for any additional costs, including but not limited to the difference between their “regular” fee and what they receive from Medi-Cal for services rendered, any co-pay(s), any deductible(s) or any other amount(s).
Clients with private health insurance coverage	Contractor shall bill Client’s private health insurance carrier as primary insurance carrier for all authorized service(s) provided. Contractor shall only bill County for any insurance-required Client co-pay or deductible amounts. Contractor shall <u>not</u> bill Client or County for any difference between their “regular” fee and what they receive from private insurance for services rendered, any co-pay(s), any deductible(s) or any other amount(s). If Client’s private health insurance company does not cover the ordered service(s), Contractor shall follow the above procedures for Uninsured Clients.

Unless as otherwise defined in this Agreement, provided services shall be billed using the County standardized rate structure, which shall use the most current California Drug Medi-Cal (“DMC”) Alcohol and Drug Services Program “Regular DMC” and “Perinatal DMC” rates (collectively “DMC rates”) as its benchmark and as set forth in the chart listed below. Furthermore, for the purposes of this Agreement:

- DMC rates are for reimbursement reference purposes only and any descriptive information contained within the DMC rate schedule shall not apply to this Agreement unless otherwise specifically addressed. California-approved Drug Medi-Cal DMC reimbursement rates are located on the California Department of Alcohol and Drug Programs (ADP) website at the

following website address: <http://www.adp.ca.gov>.¹

- DMC rates shall be subject to an annual adjustment in order to match the most current State-approved DMC rate schedule. Any rate adjustments shall become effective the first day of the month that follows the State's announcement of its formal adoption of the State budget.

SERVICE	COUNTY STANDARDIZED DMC RATE
<p>Initial Assessment. 50-60 minutes per Initial Assessment and per individual upon written request by County. Initial Assessment shall include face-to-face interviews and all required or relevant laboratory testing, including but not limited to substance abuse testing, at no additional cost to County. The definition of Initial Assessment as it applies to this Agreement is an initial process that identifies Clients who are likely to have alcohol or other drug (AOD) disorders with associated behavioral disorders. Only one (1) Initial Assessment per Client shall be allowed.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Initial Assessment Results plus Initial Assessment, AOD and/or Treatment Plan Report(s). Any reports, results and/or treatment plans resulting from Client's Initial Assessment, including but not limited to any relevant laboratory testing and/or substance abuse testing results, shall be provided to County within 21 days of Client's Initial Assessment at no charge to County.</p>	<p>N/A</p>
<p>Monthly AOD Reports. No later than thirty (30) days after the end of each 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.</p>	<p>N/A</p>
<p>Individual Counseling Session. 50-60 minutes per session and per individual upon written request by County. Multiple Units of Service shall be allowed upon approval of Caseworker.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Family Therapy. 90 minutes per session upon written request by County and wherein one (1) or more therapists or counselors treat no more than twelve</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient</p>

¹ Using the internet, the California ADP Bulletin containing information on the most current DMC reimbursement rates can be found at <http://www.adp.ca.gov> and by clicking on "ADP Bulletins & Letters." Locate and open the most recent ADP Bulletin with either the title, "Proposed Drug Medi-Cal Rates for Fiscal Year ____" (most current fiscal year) or "Current Drug Medi-Cal Rates for Fiscal Year ____" (most current fiscal year). The link to open the chart containing current DMC rates will be contained within the Bulletin as an Exhibit entitled either "Proposed Drug Medi-Cal Rates for Fiscal Year ____" (most current fiscal year) or "Current Drug Medi-Cal Rates for Fiscal Year ____" (most current fiscal year). Click on the Exhibit link to go to the most current DMC rate chart.

<i>(12) family members at the same time. Multiple Units of Service shall be allowed upon approval of Caseworker.</i>	Drug Free (ODF) Group Counseling UOS Rate per each attending family member
Group Counseling. 90 minutes per session and per group therapy participant upon written request by County and wherein one (1) or more therapists or counselors treat no less than three (3) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon approval of Caseworker.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate
Residential (non-perinatal) Treatment (per bed day). Services are provided by program-designated personnel and include the following elements at no extra cost to the County: personal recovery/treatment planning and assistance, including substance testing, educational sessions, social/recreational activities, individual and group sessions and information about and may include assistance in obtaining health, social, vocational and community services	\$70.00 per bed day
Residential Perinatal Treatment (per bed day). Upon written request and approval 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 shall include the following elements at no extra cost to the County: personal recovery/treatment planning and assistance, including substance abuse testing, educational sessions, social/recreational activities, individual and group sessions and information about and may include assistance in obtaining health, social, vocational and community services.	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Perinatal DMC) for Perinatal Residential (RES) UOS Rate
Residential Drug Medi-Cal, including Perinatal Drug Medi-Cal (room and board per 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.	\$17.00 per bed day
Transitional Living, including Perinatal Transitional Living (per bed day). 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	\$20.00 per bed day

<i>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>	
Bimonthly Client Progress Reports. <i>No later than thirty (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.</i>	N/A
Court Appearances. <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 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Court Documents Preparation. <i>Upon written request by County at a rate equivalent to the individual counseling session rate and up to a maximum limit of two (2)-session rates charged per report.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
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>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Anger Management Classes. <i>Upon written request by County.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
Parenting Classes. <i>Upon written request by County.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
SUBSTANCE ABUSE TESTS	RATES
5 Panel UA on-site. <i>Multiple Units of Services shall be allowed upon approval of Caseworker.</i>	\$30/per test
9 Panel UA on-site. <i>Multiple Units of Services shall be allowed upon approval of Caseworker.</i>	\$40/per test
EtG and 5 Panel UA Combo on-site testing. <i>Multiple Units of Services shall be allowed upon approval of</i>	\$60/per test

<i>Caseworker.</i>	
<i>EtG Substance Abuse Test only without on-site testing. Multiple Units of Services shall be allowed upon approval of Caseworker.</i>	\$30/per test
<i>Hair Strand Testing. Multiple Units of Services shall be allowed upon approval of Caseworker.</i>	\$95/per test
<i>Methadone Testing. Multiple Units of Services shall be allowed upon approval of Caseworker.</i>	\$5/per test
<i>Oxycodone Testing. Multiple Units of Services shall be allowed upon approval of Caseworker.</i>	\$5/per test
<i>Same Day Substance Abuse Testing (includes instant UA and breathalyzer). Multiple Units of Services shall be allowed upon approval of Caseworker.</i>	\$25/per person
<i>UA Testing. Multiple Units of Services shall be allowed upon approval of Caseworker.</i>	\$25/per test

Contractor shall submit an original invoice that shall contain all of the following data:

- Contractor name, address and phone number.
- Service date(s) and number of units of service per service date.
 - Multiple Units of Service: Contractor shall ensure that their Invoice clearly documents the date and type of each unit of service.
- Client name(s). List the name(s) of each Client present for each service covered by the written authorizations, including the names of all Clients being seen at the same time for said service, such as Family Therapy.
- Type of service(s) provided.
- Agreement rate for each service provided
 - All fee(s) charged to County shall be in accordance with the rates as set forth in this Agreement.
- Total amount billed to the County of El Dorado under the subject invoice.
- Statement verifying Contractor has confirmed Client's appropriate insurance category (see chart above) and, if applicable, Contractor has billed Client's said health insurance carrier(s) as primary health insurance carrier(s) and, for Clients with private health insurance coverage, Contractor is only invoicing County for any private health insurance carrier-required co-pays or deductibles.
- Contractor's signature confirming fees charged and verifying that all information on the invoice is valid and correct. It is requested, but is not a requirement of this Agreement, that all original signatures be made using blue ink.

County shall not pay for any services that have not been pre-approved in writing, incomplete services, "no shows," cancellations, telephone calls or for the preparation of initial visit reports or bimonthly Client progress reports. Contractor shall ensure that only billing information is included on the invoice. Information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice. Invoices with "white-out" types of corrections shall not be accepted.

Contractor is strongly advised to submit monthly invoices along with written authorizations to

perform invoiced services to DHS 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 Client services in accordance with “Scope of Services.” Failure to submit invoices by the 15th of the month following the end of a service month, failure to attach signed written authorization(s) to perform the invoiced service(s) or failure to submit all reports required hereunder shall result in a significant delay in reimbursement. Receipt by DHS of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoices are to be sent as follows:

<i>For Service(s) Authorized by West Slope DHS Staff, Please Send Invoices to:</i>	<i>For Service(s) Authorized by East Slope DHS Staff, Please Send Invoices to:</i>
<p style="text-align: center;">El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667</p>	<p style="text-align: center;">El Dorado County Department of Human Services Attn: Accounting Unit 3368 Lake Tahoe Blvd. #100 South Lake Tahoe, CA 96150</p>

For all services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County’s receipt and approval of all valid invoice(s).

The total contractual obligation under this Agreement shall not exceed \$1,250,000.00 for both the stated services and term.

ARTICLE VII

Nondiscrimination: Assurance of compliance with the El Dorado County Department of Human Services nondiscrimination in State and Federally assisted programs requirements as follows:

Contractor hereby agrees that they shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be

otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, shall be prohibited.

By accepting this assurance, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or Federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

ARTICLE X

Debarment and Suspension Certification: By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred,

suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and

- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

ARTICLE XXIV


Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions (including an endorsement page for the "additional insured" language) stating that:
 - 1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.

- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
 - 1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
 - 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of County.

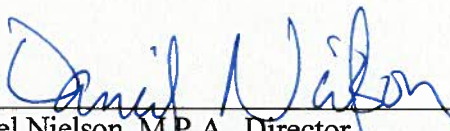
Except as herein amended, all other parts and sections of that Agreement for Services #004-S1211 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
DeAnn Osborn, Staff Services Analyst II
Department of Human Services

Dated: Oct. 24, 2011

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Daniel Nielson, M.P.A., Director
Department of Human Services

Dated: 10-24-2011

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #004-S1211 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Raymond J. Nutting, Chair,
Board of Supervisors
"County"

Dated: _____

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Dated: _____

-- CONTRACTOR --

PROGRESS HOUSE
A CALIFORNIA CORPORATION

By: _____

Judy Strauss
Executive Director
"Contractor"

Dated: 11-3-11