

**AGREEMENT FOR SERVICES #5989
AMENDMENT III**

This Third Amendment to that Agreement for Services #5989, is 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 Shamanic Living Center, doing business as Recovery In Action, a California Non-Profit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 484 Pleasant Valley Road, Suite 4, Diamond Springs, California 95619; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide substance use assessments, substance use treatment services, and other services on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency, in accordance with Agreement for Services #5989, dated November 8, 2021, Amendment I, dated November 16, 2022, and Amendment II, dated March 24, 2023, incorporated herein and made by reference a part hereof;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, "Scope of Services;" that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$100,000, for a new not-to-exceed amount of \$250,000, amending **ARTICLE IV, Maximum Obligation**;

WHEREAS, the parties hereto desire to amend the Agreement to update the provision of services, amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXXIX, Electronic Signatures**;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Third Amendment to that Agreement #5989;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement #5989 on the following terms and conditions:

1) ARTICLE I, Scope of Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary to provide single or multiple units or sessions of substance abuse treatment and related services (service) on an

“as requested” basis to clients (Client) referred by County’s Health and Human Services Agency (HHSA).

A. Professional License Requirements:

1. Certified and Registered Counselors may provide substance abuse counseling services, per California Code of Regulations Title 9, Chapter 8, Section 13000 et seq. Said license(s) must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the State licensing or certifying agency.

a. Counselors who are Certified, Registered, or Licensed in other States must comply with California Code of Regulations Title 9, Chapter 8, Section 13030 regarding reciprocity.

b. Contractor shall notify County within five (5) business days of any pending Federal, State, County, City, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor’s employees’ professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand.

i. Within five (5) business days of formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand, Contractor shall provide County with copies of Court accusations and/or dispositions relating to Contractor or Contractor’s employee’s license.

ii. Contractor shall provide initial and ongoing proof of compliance with probationary stipulations.

B. Services: When requested via HHSA Authorization, Contractor shall provide services including but not limited to the following:

1. Case Management – This function shall be performed to integrate and coordinate all necessary services and to help ensure successful treatment and recovery. Case management may include evaluating insurance and payment resources, determining the nature of services to be provided, planning the delivery of treatment services, identifying appropriate treatment resources, referring Client(s) to other resources as appropriate, monitoring Client progress, documenting treatment, participating in case conferences, and similar types of activities. For Clients referred by the CalWORKs/Welfare-to-Work program, said case management shall include addressing the circumstances which led the Client to CalWORKs assistance, including engaging in problem-solving and identifying goals with the ultimate goal of obtaining financial self-sufficiency. For Clients referred by the Child Welfare Services program said case management shall include addressing the circumstances which led the Client to Child Welfare Services interventions, including assisting the Client in problem solving, identifying goals, and exploring alternative behaviors.

The cost of said case management shall be included within County's Negotiated Rate for service, including but not limited to the Initial Visit, Initial Alcohol and Other Drug Assessment (AOD), Monthly Client Progress Reports, Multidisciplinary Team Meeting, etc.

2. Court Meetings and Court Appearances – As arranged by and upon notification from the Court, or as the Court directs County, or upon subpoena, Contractor shall attend client-related Court meetings (Court Meeting) and Court sessions (Court Appearances).
 - a. Court Meetings are mandatory case compliance meetings directed by the Court. Contractor shall be paid for their attendance at Court Meetings using the Negotiated Individual Counseling face-to-face visit Unit of Service Rate as their hourly rate for time actually spent at the Court Meeting. Contractor is required to sign in with the Court Clerk at said meeting and, as requested by County, may be required to provide Minutes of the Court to further verify their attendance at same. Failure to sign in with the Court Clerk or provide Minutes of the Court as requested by the County may delay payment. If the Court's Meeting is cancelled by the Court less than twenty-four (24) hours in advance of its scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of that month's cancelled Court Meeting, not to exceed two (2) hours.
 - b. Court Appearances are mandatory court case appearances as directed by the Court. Contractor shall be paid for their attendance at Court Appearances using the Negotiated Individual Counseling face-to-face visit Unit of Service Rate as their hourly rate and pro-rated for time actually spent at the Court Appearance. Contractor may not invoice County if Court Appearance is cancelled.
3. Group/Individual Counseling – Upon request by HHS or Child Welfare staff, Contractor shall provide the requested counseling. Said counseling shall be conducted in a confidential setting where all individual/group members understand and respect the expectation of maintaining strict confidentiality. Further, said confidential setting shall restrict access to individuals not participating in group/individual counseling.
4. Initial Visit and/or Initial AOD Assessment – Contractor shall collect demographic, financial, health, family, living situation, and other pertinent information as necessary to establish Client records and to support reporting requirements. Also includes dissemination of required information to Client(s) including but not limited to Contractor confidentiality policies, complaint procedures, and admission procedures. Initial Visit and/or Initial AOD Assessment also includes identifying appropriate treatments and frequency of treatments, referring Client(s) to other resources as appropriate, planning the delivery of treatment services, documenting treatment plans, and addressing goals to be reached including action steps/target dates. For Welfare-to-Work Client(s), Initial Visit and/or Initial AOD Assessment shall identify and include a plan to participate Welfare-to-Work approved activities, as appropriate. For Child Welfare Services Client(s), Initial Visit and/or Initial AOD Assessment shall identify and include a plan to participate in the Child Welfare Services case plan.
5. Multidisciplinary Team Meeting Appearances – Upon request by County, Contractor shall attend multidisciplinary team meetings. County shall only pay Contractor for attendance at multidisciplinary team meetings when County specifically requests

Contractor's attendance. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams or organizations in which County considers Contractor, Contractor's staff, or assigns to be regular standing members. Contractor shall be paid for these appearances at the Negotiated Individual counseling session rate for time actually spent at the meeting.

6. Substance Abuse Tests – Upon request by HHSA or Child Welfare staff, Contractor shall provide substance abuse tests. All Positive tests shall be sent to a lab for confirmation and shall be billed in accordance with Amended Exhibit A, "Rates." Test results shall be received from the lab within approximately five (5) business days. HHSA shall receive written confirmation of all positive and negative test results.

Contractor shall immediately contact the appropriate staff, at no charge to County, to inform them of Client appointment no-shows, cancellations, or any other urgent concerns directly affecting Client or Client's treatment plan.

- C. Reports: Contractor shall provide written reports, including but not limited to the following:

1. Court Documents – Upon request, and within the time limit specified by County, Contractor shall provide HHSA staff with comprehensive written reports for County's use in court. Contractor shall be compensated for the report(s) at the Negotiated Individual counseling session rate with a maximum limit of a two (2) session rates charged per report. The written initial visit report is specifically excluded from the court documents reimbursement rate, as this service shall be provided at no charge to County and as further defined under "Initial Visit Report."
2. Initial Visit/Initial AOD Assessment Report – Within a reasonable amount of time Contractor shall provide appropriate HHSA staff, at no charge to County, with a written initial visit/initial AOD assessment report that shall detail Contractor's professional evaluation of Client's needs including the recommended type of therapy to be utilized, the recommended number/frequency of sessions and whether or not additional or different services may be required or recommended. Once recommended services have been approved and Contractor has initiated services, Contractor may not make any alterations without first securing Authorization from the appropriate HHSA staff.
3. Monthly Client Progress Reports Upon request, Contractor shall provide appropriate HHSA staff, at no charge to County, with a written progress report that outlines the primary issues being addressed with each Client, their progress to date as evidenced by observable behaviors or cognitions, and ongoing treatment goals (see "Child Welfare Services Monthly Client Progress Report," incorporated herein and made by reference a part hereof and available as a fill-able form via the website: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx.) Upon request, the monthly progress report is due no later than five (5) business days after the end of each Client's service month. A "service month" shall be defined as a calendar month during which Contractor provides Client services in accordance with the Article titled "Scope of Services."

The above written reports are a required deliverable of this Agreement and Contractor's failure to provide them to HHSA within the specified time limits described above shall be reviewed to determine if they constitute a breach of this

Agreement. County shall not be obligated to pay for the services provided to the client until the requested written reports have been submitted. At its sole option, County may delay payment until such time as the reports are received, in addition, County may proceed as set forth herein the Article titled "Default, Termination, and Cancellation."

It is a further requirement of this Agreement that all written reports submitted to HHSA shall contain the report writer's original signature. It is recommended, but not required, that all original signatures be made using blue ink. This signature shall act as a declaration that the contents of the written report(s) are accurate.

Reports shall be sent as follows, or as otherwise directed in writing by County:

<i>For Service(s) Authorized by West Slope HHSA Staff, Please Send Reports to:</i>	<i>For Service(s) Authorized by East Slope HHSA Staff, Please Send Reports to:</i>
<p>County of El Dorado Health and Human Services Agency Attn: Contract Administrator 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>	<p>County of El Dorado Health and Human Services Agency Attn: Contract Administrator 3368 Lake Tahoe Blvd. 100 South Lake Tahoe, CA 96150-7915</p>

HHSA Authorizations for Service(s):

- A. Prior to billing any service(s) to any Client(s) detailed under the Articles titled "Scope of Services" or "Compensation for Services," within the Agreement, Contractor shall obtain an HHSA Authorization that has been signed by the appropriate HHSA staff.
- B. Prior to providing any Client service(s) NOT detailed under "Scope of Services" or "Compensation for Services," Contractor shall obtain an HHSA Authorization that has been signed by HHSA staff and a member of HHSA Executive Management Team (HHSA Executive Management).
- C. County shall not pay for any services that have not been approved by an HHSA Authorization, incomplete or unsatisfactory services, "no shows," cancellations, or telephone calls. Contractor also shall not be compensated for services provided to Client outside of the authorized service dates identified on said HHSA Authorization.
- D. HHSA Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under the Articles titled "Scope of Services" or "Compensation for Services," within the Agreement.
- E. Contractor shall not be compensated for services provided to a Client outside the authorized service dates identified on said HHSA Authorization unless authorized by contract administrator via email or signature on invoice.
- F. A copy of the HHSA Authorization shall be included with the invoice containing the service it pertains to and both documents shall be submitted to HHSA at the address indicated in the Article titled, "Compensation for Services," within the Agreement. Failure to submit a copy of the HHSA Authorization with Contractor's invoice may result in payment being withheld until said Authorization is submitted.

- 2) **ARTICLE IV, Maximum Obligation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$250,000.

In the event that Contractor fails to deliver the services, documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled "Default, Termination, and Cancellation." In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

- 3) **ARTICLE V, Notice of Federal Funding**, of the Agreement is amended in its entirety to read as follows:

ARTICLE V

Notice of Federal Funding: Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Social Services that may apply to this contract:

Subrecipient Information			
Subrecipient:	Shamanic Living Center dba Recovery in Action		UEI #: QEC3PMS24A73
Subaward Term:	Upon execution – 10/31/2024		EIN #: 68-2096380
Total Federal Funds Obligated: Up to \$250,000			
Federal Award Information			
ALN	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.558	2001CATANF 1901CATANF	10/18/18,01/30/19 02/01/19, 4/09/19 11/06/19, 1/10/20 04/01/20	Temporary Assistance for Needy Families (TANF)
93.645	2001CACWSS	04/23/19	Stephanie Tubbs Jones Child Welfare Services Program, Title IV-B
93.658	1901CAFOST	02/01/19, 02/15/19, 04/11/19, 07/01/19, 10/03/19, 12/31/19	Foster Care – Title IV- E
Project Description:	Therapeutic Counseling services for referred clients of the County of El Dorado, Health and Human Services Agency.		
Awarding Agency:	CA Department of Social Services		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____		De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

4) **ARTICLE XX, Indemnity**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XX

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney’s fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and

save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

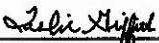
Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

- 5) **ARTICLE XXXIX, Electronic Signatures**, is hereby added to the Agreement to read as follows:

ARTICLE XXXIX,

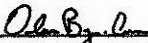
Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (Aug 8, 2023 09:16 PDT)
Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 08/08/2023

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Aug 8, 2023 09:59 PDT)
Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: 08/08/2023

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #5989 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 8/29/23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufberger
Deputy Clerk

Dated: 8/29/23

-- SHAMANIC LIVING CENTER DOING BUSINESS AS RECOVERY
IN ACTION --

By: Michael Shepard
Michael Shepard (Aug 8, 2023 10:04 PDT)
Michael J Shepard
CEO
"Contractor"

Dated: 08/08/2023

By: Curtis Ludwick
Curtis Ludwick (Aug 8, 2023 11:29 PDT)
Curtis D Ludwick
Corporate Secretary

Dated: 08/08/2023