

**AGREEMENT FOR SERVICES**

*#450-PHD0505*

**ALCOHOL/DRUG TREATMENT SERVICES  
SUBSTANCE ABUSE AND CRIME PREVENTION ACT OF 2000**

*and*

**SUBSTANCE ABUSE TREATMENT AND TESTING ACCOUNTABILITY ACT**

**SIERRA RECOVERY CENTER**

**AMENDMENT II**

**THIS AMENDMENT II** to that **AGREEMENT** made and entered into on July 1, 2005 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 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 972 "B" Tallac Avenue, South Lake Tahoe, CA 96150 (hereinafter referred to as "Contractor");

**WITNESSETH**

**WHEREAS**, Contractor is currently under agreement with County for the provision of assessment and substance abuse treatment services for qualifying clients pursuant to the Substance Abuse and Crime Prevention Act of 2000 (Prop 36); 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**, County has need to reappropriate the State Department of Alcohol and Drug Programs Substance Abuse and Crime Prevention Act of 2000 (SACPA) and Substance Abuse Treatment and Testing Accountability (SATTA) program funding and said reappropriation is allowed under the current agreement; and

**NOW, THEREFORE**, County and Contractor mutually agree to replace **ARTICLE III, Compensation for Services** in its entirety with the following:

**ARTICLE III, Compensation for Services** is replaced in its entirety by the following:

**ARTICLE III**

**Compensation for Services:**

The total maximum obligation amounts provided by this Agreement are set forth below.

	Original	Amend I	Amend II
<b>SACPA Proposition 36 Treatment Services Obligation:</b>			
FY 05/06 Funds	<del>\$62,000.00</del>	\$77,000.00	\$77,000.00
<b>SATTA Drug Testing Funds Obligation:</b>			
FY 04/05 Funds (must be expended by June 30, 2006)	\$3,000.00	\$3,000.00	\$3,101.00
FY 05/06 Funds (available October 1, 2005 through June 30, 2006)	\$7,056.00	\$7,056.00	<u>\$8,179.00</u>
<b>Total Maximum Compensation of This Agreement Not to Exceed:</b>	<del>\$72,056.00</del>	<b>\$87,056.00</b>	<b>\$88,280.00</b>

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, 941 Placerville Drive, Suite 4, 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)	\$180.00
Intake (per hour)	120.00
Treatment Planning (per hour)	120.00
Discharge Planning (per hour)	120.00
Individual Visit (per hour)	120.00
Family Counseling/Collateral Visit	120.00
Crisis Intervention (per hour)	120.00
Case Management (per hour)	120.00
Group Treatment Session (1.5 hours)	34.00
Group Health/Addiction Education	34.00
Educational Group (1.5 hours)	34.00
Intensive Outpatient Group (3 hours/day)	65.00

Level III (residential) services:

Assessment (1.5 hours)	\$180.00
Residential Day (all inclusive)	90.00
Perinatal Residential Day*	90.00

Transitional Housing- \*per day \$13.90

\*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) \$30.00

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 said Agreement remains subject to early termination by County as set forth in the original document.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representative to execute this Agreement the day and year first below written.

**COUNTY OF EL DORADO**

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

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

El Dorado County Board of Supervisors

**ATTEST:**  
Cindy Keck, Clerk

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

**CONTRACTOR**

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

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

Betsy Fedor, Executive Director  
Sierra Recovery Center  
A California 501(c)(3) corporation