

AGREEMENT FOR SERVICES

#421-PHD0205

**SUBSTANCE ABUSE TREATMENT SERVICES
for the
COMPREHENSIVE DRUG COURT IMPLEMENTATION
DEPENDENCY DRUG COURT SERVICES**

PROGRESS HOUSE, INC.

Amendment II

THIS AMENDMENT II to that **AGREEMENT** 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 principal place of business is 2914 "B" Cold Springs Road, Placerville, CA 95667 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor is currently under agreement with County to provide substance abuse treatment services for participants in the Comprehensive Drug Court Implementation (CDCI) Dependency Drug Court Program; and

WHEREAS, County has received a CDCI Dependency Drug Court Agreement from the State amending the term of the grant which necessitates the extension of the term of the Agreement with Contractor; and

WHEREAS, County has received additional funding from the State for CDCI Dependency Drug Court services and wishes to allocate additional funding to Contractor;

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:

- A. Payment for Dependency Drug Court substance abuse treatment services for the term of the contract shall not exceed \$48,652.00. The term of the grant award spans multiple County fiscal years. Therefore, Contractor payments for treatment services are subject to certain time restrictions, in addition to the maximum allowable amounts stated above. The applicable time restrictions are shown on the following table:

Funding falls within:	County Fiscal Year 04/05	County Fiscal Year 05/06	Total
Grant Funding Period:	1-1-05 to 6-30-05	7-1-05 to 6-30-06	
Drug Treatment/ Ancillary Services	\$10,500.00 May be spent anytime during contract term.	\$38,152.00 May not be spent before 7-1-05	\$48,652.00

- B. County shall reimburse Contractor within forty-five (45) days of receipt of original invoices that are submitted to the Public Health Department Alcohol and Drug Program Division on the County approved invoice form, are complete and accurate, and include all County required back-up forms, reports, or other documentation.
- C. Invoices are due by the tenth (10th) day of the month following the month in which services were delivered. Invoices submitted later than the last day of the month in which services were delivered will be considered retroactive. Retroactive invoices shall be ineligible for payment unless there are extenuating circumstances that justify submission of such invoices, and the County has authorized retroactive billing in advance of the invoice submission date.
- D. Allowable services having fixed-price payment amounts under this contract are limited to:
1. Residential Day:

Men	\$60.00
Women	\$75.00
Perinatal	\$95.00
 2. Outpatient Individual Session (1 hour) \$95.00
 3. Outpatient Group Session (1.5 hours) \$35.00
 4. Instant Response Drug Testing (per test) \$30.00
 5. Attendance at pre-Court Conference (0.5 hours) \$13.33
 6. Attendance at Dependency Drug Court Session (1 hour) \$26.67
 7. Parenting Education Group (1.5 hours) \$35.00
 8. Vocational Education Group (1.5 hours) \$35.00
 9. Transitional Housing (per day, all inclusive) \$15.00

- E. County authorized incentives and/or other ancillary services shall be reimbursed at cost. Invoices for incentives and/or ancillary services shall be accompanied by backup documentation comprised of the County's referral/authorization form and verification of Contractor's actual cost for providing or purchasing the incentive or ancillary service.

Contractor shall invoice the County only for those Dependency Drug Court services that have received pre-authorization from the County, and for those Dependency Drug Court clients who have been referred for treatment by the County.

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

PROGRESS HOUSE, INC.

By: _____ Date: _____

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