

AGREEMENT FOR SERVICES #5989
AMENDMENT I

This Amendment I 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, a California Non-Profit Corporation, duly qualified to conduct business in the State of California, doing business as Recovery In Action, whose principal place of business is 484 Pleasant Valley Road, Diamond Springs, CA 95619; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide substance abuse assessments, substance abuse 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, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto have mutually agreed to amend **Article III – Compensation for Services** to replace **Exhibit A, "Rates"**, with **Amended Exhibit A, "Rates"**;

WHEREAS, the parties hereto have mutually agreed to amend **Article IV – Maximum Obligation**; and

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

NOW THEREFORE, the parties do hereby agree that Agreement for Services #5989 shall be amended a First time as follows:

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1) Article III shall be amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

A. Rates: For the purposes of this Agreement, the billing rate shall be as defined in Amended Exhibit A, marked "Rates," attached hereto and incorporated by reference herein.

For the period beginning the effective date of this Agreement and continuing until the day before the effective date of this Amendment I to the Agreement, the rates shall be in accordance with the rates specified in Exhibit A to the original Agreement.

For the period beginning with the effective date of this Amendment I to the Agreement and continuing through the remaining term of the Agreement, the rates shall be in accordance with Amended Exhibit A.

B. Invoices: It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the sample invoice template available electronically at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx, incorporated by reference herein. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. HHSA Authorizations or other written authorizations for services shall be attached to invoices. Only the name(s) of Clients listed on the HHSA Authorization shall be listed on the invoice. 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. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

Each invoice shall contain all of the following data:

1. Contractor name, address, and phone number.
2. Service date(s) and number of Units of Service per service date.
 - a. Multiple Units of Service: Contractor shall ensure that said invoice clearly documents the date and type of each Unit of Service.
3. Client name(s).
 - a. The name of each Client present for each individual service covered by the HHSA Authorization.
 - b. The names of HHSA Clients covered by the HHSA Authorization being seen at the same time for each "group" type of therapy including but not limited to Group Therapy.
4. For Court Meeting services, Contractor shall include a list of the names of their clients whose cases were discussed or, for Court cancelled meetings as described in the above service / rate table, scheduled to be discussed during said Court Meeting.
5. Type of service(s) provided.
6. Agreement rate for each service provided.
 - a. All fee(s) charged to County shall be in accordance with the rates as set forth in this Agreement.
7. Total amount billed to the County of El Dorado under the subject invoice.

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

Email (preferred method):	U.S. Mail:
<p>SSWSinvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services fifteen (15) calendar 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 services in accordance with the Article titled, "Scope of Services." For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) calendar days following the County's receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

8. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.
 - a. For those situations where a service is disallowed by HHSA on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by HHSA after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing and must be approved by HHSA's Chief Fiscal Officer

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.

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2) Article IV shall be 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 \$150,000.00 for all of the stated services during the term of the Agreement.

Except as herein amended, all other parts and sections of that Agreement #5989 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (Nov 9, 2022 08:26 PST)

Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 11/09/2022

Requesting Department Head Concurrence:

By: 
Evelyn Shaeffer (Nov 10, 2022 15:25 PST)

Evelyn Shaeffer
Director
Health and Human Services Agency

Dated: 11/10/2022

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

-- COUNTY OF EL DORADO --

Dated: 11/15/22
By: Roni Parker
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kaya Schaffuly Dated: 11/15/22
Deputy Clerk

-- CONTRACTOR --

SHAMANIC LIVING CENTER
DOING BUISNESS AS RECOVERY IN ACTION
(A CALIFORNIA NON-PROFIT CORPORATION)

By: Michael J. Shepard Dated: 11/10/2022
Michael J. Shepard (Nov 10, 2022 15:41 PST)
Michael J. Shepard
Chief Executive Officer
"Contractor"

By: Curtis Ludwick Dated: 11/16/2022
Curtis Ludwick (Nov 16, 2022 15:43 PST)
Curtis D. Ludwick
Corporate Secretary
"Contractor"

Amended Exhibit A – Rates

<i>Service Description</i>	<i>Rate</i>
<i>Case Management. For the purpose of helping the Client get referrals to other providers such as medical, dental, and therapy, etc.</i>	\$21.25 Per 15-Minute Increment
<i>Court Appearances/Meetings. Upon notification from Court or as Court directs County, and at a rate equivalent to the individual counseling session rate for the time Contractor appeared in person at Court Appearance/Meeting and prorated for time actually spent at the pertinent court session. If Court's Meeting is canceled by the Court less than twenty-four (24) hours in advance of scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of canceled Court meeting, not to exceed two (2) hours.</i>	\$85.00 Per Session (Up to 60 Minutes, \$2.00 per Minute Thereafter)
<i>Group Counseling Session. Per session and per group therapy participant upon written request via HHSA Authorization and wherein one (1) or more therapists or counselors treat no less than two (2) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.</i>	Outpatient \$85.00 Per Session (Minimum of 90 Minutes) Intensive Outpatient \$170 Per Session (Minimum of 180 Minutes)
<i>Individual Counseling Session. Minimum of fifteen (15) minutes per session and per individual upon written request via HHSA Authorization. Individual sessions include but are not limited to discharge planning, AOD assessment, and intake. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.</i>	\$21.25 Per Session (Minimum of 15 Minutes)
<i>Report(s). Any reports, results, and/or treatment plans resulting from Client's Initial Assessment and ongoing treatment, including but not limited to any relevant laboratory testing and/or substance abuse testing results, court documents, monthly reports, etc. shall be provided to County monthly and at County's request, at no charge to County.</i>	No Charge

Amended Exhibit A – Rates

<i>Service Description</i>	<i>Rate</i>
<i>Multidisciplinary Team Meeting. Upon written request via HHS A Authorization 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>	\$120.00 Per Session

Substance Abuse Testing Services Rates: Substance Abuse Tests: Includes urinalysis collection and written analysis of findings. Multiple Units of Service shall be allowed upon approval of appropriate HHS A staff.

<i>Substance Abuse Tests</i>	<i>Rates Per Test</i>
Instant UA (14 panel drugs only). Tests for Amphetamine (AMP1000 or AMP300), Barbiturates (BAR), Benzodiazepines (BZO), Buprenorphine (BUP), Cocaine Metabolite (COC150 or COC300), Marijuana (THC), MDMA (Ecstasy), Methadone (MTD), Methamphetamine (M-AMP), Morphine (MOP300), Opiates (OPI2000), Oxycodone (OXY), Phencyclidine (PCP), Propoxyphene (PPX) and Tricyclic Antidepressants (TCA).	\$40.00
ETG (sent to the lab). Alcohol, ETG 80 Hour	\$35.00
Lab confirmation. Positive tests for Tests for Amphetamine (AMP1000 or AMP300), Barbiturates (BAR), Benzodiazepines (BZO), Buprenorphine (BUP), Cocaine Metabolite (COC150 or COC300), Marijuana (THC), MDMA (Ecstasy), Methadone (MTD), Methamphetamine (M-AMP), Morphine (MOP300), Opiates (OPI2000), Oxycodone (OXY), Phencyclidine (PCP), Propoxyphene (PPX) and Tricyclic Antidepressants (TCA).	\$20.00 For Each Drug Needing Confirmation
UA/ETG Combo (10 panel including ETG) Lab test. Tests for Amphetamine, Barbiturates, Benzodiazepines, Cocaine Metabolite, Creatinine, Alcohol (80hr ETG), Opiates, Oxycodone, Phencyclidine (PCP), and Marijuana (THC).	\$60.00
Hair Test. 5 Panel. Hair tests will go back 90 days and provide a positive or negative result for Opiates, Cocaine, Marijuana, Methamphetamine, and Benzodiazepines. Hair needs to be at least 10cm in length to perform this test.	\$125.00

Amended Exhibit A – Rates

<i>Substance Abuse Tests</i>	<i>Rates Per Test</i>
Nail Testing. On-site test(s): 5 Panel. <u>Amphetamines</u> – amphetamine, methamphetamine, MDMA, MDEA, MDA, <u>Cannabinoids</u> – THC (marijuana), <u>Cocaine</u> – norcocaine, benzoylecgonine, <u>Opiates</u> – codeine, hydrocodone, hydromorphone, morphine, oxymorphone, oxycodone, <u>Phencyclidine</u> – PCP.	\$150.00
Hair/Nail ETG Testing. This can be a stand alone or add on test that detects the presence of ethyl glucuronide when someone has consumed alcohol.	\$100.00