

# ORIGINAL

## AGREEMENT FOR SERVICES #610-S0711 AMENDMENT III

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This Amendment III to that Agreement for Services #610-S0711, 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 Sierra Recovery Center dba Vitality at the Lake, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1137 Emerald Bay Road, South Lake Tahoe, CA 96150 and whose Agent for Service of Process is Dorothy J. Dexter (hereinafter referred to as "Contractor") (collectively hereinafter referred to as the "Parties");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide substance abuse testing and treatment services, detoxification, residential treatment, intensive outpatient, outpatient groups, individual counseling, and transitional housing for clients referred by the Department of Human Services, in accordance with Agreement for Services #610-S0711, dated June 13, 2007, Amendment I dated April 29, 2008 and Amendment II dated January 27, 2009, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the Parties hereto have mutually agreed to increase the compensation of said Agreement, hereby amending **ARTICLE III – Compensation for Services**.

**NOW THEREFORE**, the Parties do hereby agree that Agreement for Services #610-S0711 shall be amended a Third time as follows:

### **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of itemized invoice(s) identifying services rendered. Contractor shall submit monthly invoices 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 services in accordance with "Scope of Services." Failure to submit invoices by the 15<sup>th</sup> of the month following the end of a service month may result in a significant delay in payment. An example of an approved invoice containing necessary and pertinent billing information is described in Revised Exhibit "A" marked "Invoice," incorporated herein and made by reference a part hereof.

*Note:*

1. Prior to the commencement of work for any services explicitly addressed under “Scope of Service” or “Compensation”, Contractor shall obtain a written authorization form that has been signed by the appropriate caseworker and supervisor; and.
2. Prior to the commencement of work for any services NOT explicitly addressed under “Scope of Service” or “Compensation” written approval from the DHS Director, Assistant Director or Chief Fiscal Officer must be received before providing services.

For the purposes hereof, the billing rate<sup>1</sup> for services specifically listed under **ARTICLE I- Scope of Services** or **ARTICLE III-Compensation** and as requested in writing shall be at the current State-approved Drug Medi-Cal (DMC) reimbursement rates for Program Code 20 (Alcohol and Drug Services), which can be located under “Current Rate Structure-DMC Rates” at the following website <http://www.adp.ca.gov/dmc/dmc.shtml> for the following services. For DHS Contractors, any changes to DMC rates by the State shall become effective the first day of the month following the month that the State announces the approval of any change(s), i.e. formal adoption of the State budget. 2008-2009 rates effective October 1, 2008 for DHS contractors are currently unavailable on the regular web site but can be located at <http://www.adp.ca.gov>. The following rates are exceptions to the DMC rates:

<i>SERVICE</i>	<i>MAXIMUM RATE</i>
<i>Bimonthly Client Progress Reports</i>	No Charge
<i>California Assessment and Substance Abuse Testing</i>	\$155 per person
<i>Court Appearances</i> <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 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<i>Court Documents</i> <i>Upon written request by County and with a maximum limit of two (2)-session rates charged per report.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate

<sup>1</sup> **Billing Rate Detail:** A) If it is determined that Client has Medi-Cal or other private insurance that covers the service(s), Contractor shall bill the appropriate insurance carrier first as primary insurance carrier. If Client’s insurance covers the service at a rate less than the rate set forth in this Agreement, Contractor shall only bill County for the difference. If Client has no insurance for the service, Contractor shall bill County at the rate set forth in this Agreement. B) For individual therapy sessions, Contractor shall submit a single monthly invoice for each individual, noting the dates of service, the name of each individual treated, the type of treatment (individual therapy), the number of hours of service for each date, and the rate. C) For family therapy sessions, Contractor shall submit a single monthly invoice for each family, noting the dates of service, the names of the family members treated, the type of treatment (family therapy), the number of hours of service for each date, and the rate. D) For group therapy sessions, Contractor shall submit a separate, single monthly invoice for each group therapy participant for whom County has requested service, noting the date(s) of service, the name(s) of the individual(s) treated, the type of treatment (group therapy), the number of hours of service for each date, and the rate.

<b><i>EtG Substance Abuse Test</i></b>	\$24.96 per test
<b><i>Substance Abuse Testing</i></b>	\$30 per test
<b><i>Substance Abuse Test with pH Balance</i></b>	\$30 per test
<b><i>Substance Abuse Adulteration</i></b>	\$30 per test
<b><i>Family Therapy</i></b> <i>1.5 hrs per session and per family member upon written request by County and wherein one (1) or more therapists or counselors treat no less than two (2) and no more than twelve (12) family members at the same time.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<b><i>Group Counseling</i></b> <i>1.5 hrs 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.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<b><i>Individual Counseling Session</i></b> <i>50-60 minutes per session and per individual upon written request by County.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b><i>Initial Assessment</i></b> <i>50-60 minutes per assessment and per individual upon written request by County. Only one [1] assessment per individual allowed.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b><i>Mini Assessment</i></b>	\$50 per person
<b><i>Initial Assessment Report and Treatment Plan Reports</i></b> <i>Due within 21 days of client's initial assessment</i>	No Charge
<b><i>Multidisciplinary Team Meeting</i></b> <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 (Alcohol and Drug Services) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate


County shall not pay for "no shows," cancellations, telephone calls, or preparation of initial assessment reports or bimonthly client progress reports. Contractor shall immediately and verbally inform the caseworker, at no charge to County, of client appointment no-shows, cancellations, or any other urgent concerns directly affecting the client's treatment plan.

Contractor shall bill County using the attached sample invoice, or a similar invoice, containing all of the same necessary and pertinent billing information. Contractor shall submit only original invoices accompanied by copies of applicable written authorization(s) for requested service(s) and approved report(s) for services provided. Photocopied or faxed invoices shall not be accepted. Contractor shall ensure only billing information is included on the invoice. Information related to clients' diagnosis, prognosis or treatment is not permitted on the invoice. Invoices are to be sent accordingly to:

<i>West Slope Contractors Please send invoices to:</i>	<i>East Slope Contractors Please send invoices to:</i>
El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667	El Dorado County Department of Human Services Attn: Accounting Unit 3368 Lake Tahoe Blvd., Suite 202 South Lake Tahoe, CA 96150

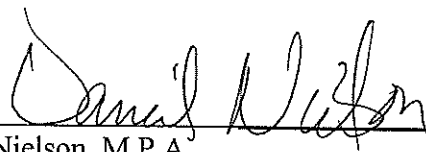
The total of this Agreement, as amended, shall not exceed \$131,389.24 for the stated term.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:   
 DeAnn Osborn  
 Staff Services Analyst  
 Department of Human Services

Dated: Sept. 30, 2010

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

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

Dated: 10-1-2010

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IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment to that Agreement for Services #610-S0711 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_  
Chairperson  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

ATTEST:  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

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

Dated: \_\_\_\_\_

-- CONTRACTOR --

SIERRA RECOVERY CENTER  
A CALIFORNIA CORPORATION

By: Kenna Walker  
Kenna Walker  
Chairperson  
"Contractor"

Dated: 10-25-10

By: \_\_\_\_\_  
Corporate Secretary

Dated: \_\_\_\_\_