

# AGREEMENT FOR SERVICES

#683-PHD1107

*with*

**PROGRESS HOUSE, INC.**

*regarding*

**ALCOHOL/DRUG TREATMENT SERVICES**

**SUBSTANCE ABUSE OFFENDER TREATMENT PROGRAM  
(OTP)**

Health and Safety Code Division 10.10, Chapter 75, Statutes of 2006 (Assembly Bill 1808)

## Amendment I

**THIS AMENDMENT to that AGREEMENT**, made and entered into on January 7, 2008 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**, County has determined that it is necessary to obtain a Contractor to provide alcohol and drug treatment services for clients who qualify to participate in the Program for the County Public Health Department; 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**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provisions of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE III Compensation for Services** shall be amended to read as follows:

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

**Offender Treatment Program Services Obligation:**

FY 07/08 Funds	\$63,000.00
Funds for Prior Services	7,000.00
<b>Total Provisional Amount of this Agreement:</b>	<b>70,000.00</b>
<b>Total Not to Exceed Amount of this Agreement:</b>	<b>\$99,000.00</b>

The Total Provisional Amount of this Agreement is the maximum amount to which Contractor is entitled by County without a written formal request by Contractor to County to increase that amount, which must be approved and authorized in writing by the Administrator, identified herein under Article XXV, up to but not to exceed the Total Not to Exceed Amount of this Agreement. The Total Not to Exceed Amount of this Agreement is the maximum amount the Administrator is authorized by County to make available to Contractor for services provided under this Agreement. The Administrator may increase or decrease the Total Provisional Amount of this Agreement, and may revise the component amounts of the Total Provisional Amount of this Agreement, as detailed in the grant and/or fund obligations above, up to but not to exceed the Total Not to Exceed Amount of this Agreement, by written notice to Contractor. County shall not be obligated to pay Contractor for any amount above the established Total Provisional Amount of this Agreement as shown herein above or as adjusted, approved, and authorized by the Administrator.

Specified services are to be billed by unit of service at fixed rates. Costs shall be reconciled annually in the Cost Report, as described in Article IX of this Agreement. The fixed rates payable under this Agreement are as follows:

Attendance at Case Mgt. Conference (1/2 hour)	\$13.33
Attendance at Prop 36 Drug Court Session (1 hour)	\$26.67

\*Ancillary services, including other non-standard alcohol and drug treatment services:  
The amount preauthorized by County Referral Team.

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. 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, Finance Division, 941 Spring Street, 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, Exhibits A and B, 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 County-approved standardized rates, presented and detailed under Exhibit D.

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.

County has accepted services performed by Contractor meeting the description under Article I, Scope of Services, prior to the effective date of this Agreement. County agrees to compensate Contractor in the amount of \$7,000.00 for such prior services. The total amount herein agreed to be paid by County, including the amount for services performed during the term described under Article II, and the additional agreed payment of \$7,000.00 for prior accepted services, shall not exceed ~~\$50,000.00~~-\$99,000.00

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this amended Agreement remains subject to early termination by County as set forth in the original document.

**DEPARTMENT HEAD CONCURRENCE**

By: *Gayle Erbe Hamlin*  
Gayle Erbe-Hamlin, Director  
Public Health Department

Date: 4/28/08

**CONTRACTOR**

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

Date: 04/23/2008

**COUNTY OF EL DORADO**

By: *Rusty Dupray*  
Rusty Dupray, Chairman  
El Dorado County Board of Supervisors

Date: 5/20/08

ATTEST:  
Cindy Keck, Clerk

By: *Marcia MacFarland* Date: 5/20/08  
Deputy Clerk

