

AGREEMENT FOR SERVICES

#592-PHD0407

with

PROGRESS HOUSE, INC.

regarding

ALCOHOL/DRUG TREATMENT SERVICES

Amendment I

THIS AMENDMENT to that AGREEMENT, made and entered into on June 26, 2007 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 performed alcohol and other drug treatment services prior to the term of Agreement #592-PHD0407 and has tendered its performance to County; and

WHEREAS, the prior services performed by Contractor are within the scope of services to be performed under Agreement #592-PHD0407; and

WHEREAS, Contractor has represented to County that such prior services conform to all the conditions and requirements of Agreement #592-PHD0407; and

WHEREAS, County agrees to accept prior services performed by Contractor on the condition that such services conform to all the conditions and requirements of Agreement #592-PHD0407; and

WHEREAS, the prior services performed by Contractor are "entitlements" and, therefore, are fully funded by the State of California under Drug Medi-Cal; 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 3.2 Amount of Funding shall be amended to read as follows:

The total maximum obligation of COUNTY for services provided under this Agreement is set forth below, by funding type.

Maximum FFY 06/07 Block Grant Obligation to be expended by December 31, 2007

SAPT Federal Block Grant Discretionary (includes HEARTS)	FFY 06/07	\$25,335.00
SAPT Federal Block Grant HIV Set Aside	FFY 06/07	\$1,000.00
SAPT Federal Block Grant Perinatal Set Aside	FFY 06/07	<u>\$8,466.00</u>
<i>Total Maximum FFY 06/07 Block Grant Obligation of This Agreement</i>		\$34,801.00

Maximum FFY 07/08 Block Grant Obligation to be expended by December 31, 2007

SAPT Federal Block Grant Discretionary (includes HEARTS)	FY 07/08	\$27,130.00
SAPT Federal Block Grant HIV Set Aside	FY 07/08	\$0.00
SAPT Federal Block Grant Perinatal Set Aside	FY 07/08	<u>8,350.00</u>
<i>Total Maximum FFY 07/08 Block Grant Obligation of This Agreement</i>		\$35,480.00

Total Maximum SAPT Block Grant Obligation of This Agreement **\$70,281.00**

Maximum State General Fund Obligation

State General Fund Discretionary	FY 07/08	\$0.00
Perinatal State General Fund Discretionary	FY 07/08	<u>\$9,900.00</u>
<i>Total Maximum State General Fund Obligation Of This Agreement</i>		\$9,900.00

Maximum Drug Medi-Cal Obligation

Total Maximum Combined SGF & FFP Drug Medi-Cal Obligation Of This Agreement **\$38,704.00**

Maximum Perinatal Drug Medi-Cal Obligation

Total Maximum Combined SGF & FFP Drug Medi-Cal Obligation Of This Agreement **\$185,535.00**

TOTAL FY 2007 CONTRACT AMOUNT **\$304,420.00**

County has accepted services performed by Contractor meeting the description under Section 4, Scope of Work, prior to the effective date of this Agreement. County agrees to compensate Contractor in the amount of \$73,294.00 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 \$73,294.00 for prior accepted services, shall not exceed \$304,420.00.

Regular Drug Medi-cal services rendered will be paid at approximately 50% for the State portion and 50% for the federal match portion. If services rendered fall under the category of Minor Consent, then reimbursement will be 100% SGF Drug Medi-Cal funding. In any event, payment will be made up to the total combined Drug Medi-Cal Obligation.

Drug Medi-Cal is an entitlement program. This type of program allows the County to provide necessary Drug Medi-Cal services in excess of the original contracted Drug Medi-Cal funding allocated in the State of California, Department of Alcohol & Drug Program Funding Agreement.

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, Director
Public Health Department

Date: _____

CONTRACTOR

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

Date: 11/05/07

COUNTY OF EL DORADO

By: _____
Helen K. Baumann, Chairman
El Dorado County Board of Supervisors

Date: _____

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk