

AGREEMENT FOR SERVICES #046-S0911
AMENDMENT I

This Amendment I to that Agreement for Services #046-S0911, 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, 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, (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, Contractor has been engaged by County to provide services for the implementation and management of the South Lake Tahoe Mental Health Services Act (MHSA) Programs for clients of the Mental Health Division of the Health Services Department, in accordance with Agreement for Services #046-S0911, dated August 26, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the Department of Mental Health has been reorganized and is now known as the Mental Health Division of the Health Services Department; and

WHEREAS, the parties hereto have mutually agreed to modify the scope of services and term of said Agreement, hereby amending **ARTICLE I, Scope of Services**, and **ARTICLE II, Term**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE III - Compensation for Services**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #046-S0911 shall be amended a first time as follows:

All references in the original agreement to the "County Mental Health Department" or "MHD" shall be deemed to refer to the Mental Health Division of the Health Services Department.

ARTICLE I

Scope of Services: Contractor agrees to provide personnel and services necessary to assist the El Dorado County Health Services Department, Mental Health Division implement and manage a 24-hour, seven (7) day-a-week MHSA Program for homeless participants that shall include, but not be limited to, the services described below:

A. *Contractor Responsibilities*

1. Provide one (1) full-time Substance Abuse Specialist to be assigned to the South Lake Tahoe Mental Health Services Act Program for homeless participants (hereinafter referred to as MHSA Program”).

The Substance Abuse Specialist assigned to the MHSA Program shall be available during non-traditional hours as needed to provide intensive services to program participants consisting of substance abuse assessments of all program participants; identifying the substance abuse needs of participants; and recommending substance abuse services and making referrals for participants.

Program participants served pursuant to this agreement may include persons in various stages of recovery and/or with a variety of mental illnesses.

2. Provide referrals to and accept referrals from the Mental Health Division.
3. Make every effort to collaborate and coordinate services with agencies participating in the SLT MHSA programs including but not limited to: the Family Resource Center, South Lake Tahoe Police Department and the El Dorado County Sheriff, Veteran’s Services, Social Services, Courts, and Health Services Department.
4. Provide managerial, supervisory and clerical support for the SLT MHSA Program.
5. Participate in and collect data for the evaluation of the SLT MHSA Program.
6. Participate in ongoing strategic planning process.
7. Comply with relevant grant management protocols as required by the California Department of Mental Health.
8. Provide accounting of expended funds at the end of each budget cycle.
9. Perform all work in accordance with the SLT MHSA Program principals.
10. Keep records available to examination and audit for five (5) years after final payment.

Meetings. Contractor will participate in periodic meetings with the County MHD for the purpose of reviewing the implementation of the program under this contract and will at all times cooperate in making data and information on the implementation of this contract accessible to MHD.

Reports and Data. Contractor shall collect and provide program implementation, financial, and related data and information on the activities conducted hereunder as may be requested by County. It is understood and agreed that County's access to, and Contractor's timely submission of program data is an essential element of this agreement. It is further understood and agreed that these requirements may be modified or updated by County from time to time, in writing.

B. County Responsibilities

1. Provide monthly payments for the provision of SLT MHSA Program services as described above.
2. Act as lead agency for the SLT MHSA Program in the area of fiscal management and project implementation.
3. Submit all summaries, programmatic, fiscal and evaluation reports to the California Department of Mental Health on behalf of the SLT MHSA Program.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2008 through June 30, 2009.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor in arrears. Invoices shall detail costs for the following:

- Substance Abuse Specialist \$29.24 per hour
- Substance Abuse Residential Treatment (35 days max) – until 12/31/08 \$85.00 per day
- Detox Treatment (15 days maximum) – until 12/31/08 \$85.00 per day
- Dual Diagnosis Transitional House – until 12/31/08 \$700.00 per month
- Intensive Outpatient – until 12/31/08 \$65.00 per day
- House Manager – until 12/31/08 \$500.00 per month

County agrees to reimburse Contractor for travel expenses in accordance with Exhibit "A", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof. The Not to Exceed amount for travel expenses under this agreement is \$2,000.00

The total amount of this agreement shall not exceed \$90,400.00, inclusive of all expenses.

Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month". Failure to submit invoices within 30 days following the end of a service month

may result in a significant delay in payment. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I, "Scope of Services".

Payment shall be made within forty five (45) days following the County's receipt and authorization of itemized invoice(s).

Except as herein amended, all other parts and sections of that Agreement #046-S0911 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Neda West, Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #046-S0911 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

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

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

SIERRA RECOVERY CENTER
A CALIFORNIA CORPORATION

By: _____
Marci Pastore-Grice
Executive Director
"Contractor"

By: _____
Corporate Secretary