

AGREEMENT FOR SERVICES

#622-PHD0607

with

PROGRESS HOUSE, INC.

regarding

ALCOHOL/DRUG TREATMENT SERVICES

SUBSTANCE ABUSE AND CRIME PREVENTION ACT OF 2000

and

SUBSTANCE ABUSE TREATMENT AND TESTING ACCOUNTABILITY ACT

Amendment II

THIS AMENDMENT to that AGREEMENT, made and entered into on July 17, 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");

W I T N E S S E T H

WHEREAS, County has determined that it is necessary to extend the term of that Agreement to allow Contractor to continue to provide assessment, substance abuse treatment services, and drug testing for clients who qualify to participate in the Program; and

WHEREAS, County has determined that it is necessary to increase the amount of compensation to Contractor for the provision of those services during the extended term of that Agreement; and

WHEREAS, County has adopted a new standardized rate structure for those services, which it would like incorporated into that Agreement; 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 I Scope of Services, section B, subsection 11 shall be amended to read as follows:

11. ~~SATTA drug testing shall be billed at a provisional rate that approximates actual cost, and shall be subject to end of year cost settlement as detailed in Article IX.~~ The frequency and duration of drug testing shall be specified in the client's treatment plan and authorized by the County Referral Team.

ARTICLE II Term shall be amended to read as follows:

The term of this Agreement is July 1, 2007 through ~~December 31, 2007~~ June 30, 2008. Furthermore, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

ARTICLE III Compensation for Services shall be replaced by the following:

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

SACPA Proposition 36 Treatment Services Obligation:

FY 07/08 Funds	\$61,912.00
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SATTA Drug Testing Funds Obligation:

FFY 06/07 Funds (Must be expended by June 30, 2008)	\$9,000.00
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FFY 07/08 Funds (available October 1, 2007 through June 30, 2008)	<u>\$10,000.00</u>
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Total Provisional Amount of this Agreement:	\$80,912.00
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Total Not to Exceed Amount of this Agreement:	\$90,000.00
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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, 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 approved and authorized by the Administrator.

County has accepted services performed by Contractor meeting the description under Article I prior to the effective date of this Agreement. County agrees to compensate Contractor in the amount of \$6,912.00 for such prior services. The total amount of this Agreement, including the amount for services performed during the term described under Article II, and the additional agreed payment of \$6,912.00 for prior accepted services, shall not exceed \$90,000.00.

State regulatory information on allowable costs and activities is contained in Section 9530 of Exhibit A, attached.

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. Items to be charged to Startup Costs shall be identified as such. 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, A/D Programs Division, 415 Placerville Drive, Suite R, 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, and may modify the format and/or content at any time by giving thirty (30) days advance notice to Contractor.

The maximum payment rates for services included in Article I, Scope of Services, is detailed in Exhibit D, Standardized Rate Structure, included herein and made by reference a part hereof.

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 Provisional Amount of this Agreement 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 Provisional Amount of this Agreement. Further, in the event

Contractor expends the entire Total Provisional Amount of 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.

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: _____

COUNTY OF EL DORADO

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

Date: _____

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk

EXHIBIT D
Standardized Rate Structure
El Dorado County Departments of Human Services and Public Health
Substance Abuse and other Therapeutic Counseling and Treatment Services

Services will be billable based on the specific types of services defined in each agreement. All rates may not apply within each individual agreement depending on type of service needed and/or availability and criteria of funding source.

Outpatient Services

Group Session (1.5 hrs)

- \$31.56
- A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served.

Individual Counseling Session (50 minutes)

- \$74.79
- A face-to-face session between a client and a therapist or counselor.

Perinatal Group Session (1.5 hrs)

- \$63.62
- A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child(ren).
- Reimbursable only thru Perinatal Set-Aside and Perinatal Drug Medi-Cal funding

Perinatal Individual Session (50 minutes)

- \$106.08
- A face-to-face session between a client and a therapist or counselor. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child(ren).
- Reimbursable only thru Perinatal set-aside and Perinatal Drug Medi-Cal funding.

Day Care Rehabilitative

- \$67.55

- Substance abuse counseling and rehabilitation services lasting three or more hours, but less than 24 hours, per day, for three or more days per week.

Individual Assessment (50-60 minutes)

- \$74.79
- The evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance abuse disorders; the diagnosis of drug abuse disorders; and the assessment of treatment needs to provide medically necessary treatment services.

Intake (50 minutes)

- \$74.79
- The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.

Treatment Planning (50 minutes)

- \$74.79
- Collaborative session between program staff and client to identify problems, goals, action steps, and target dates as components of an individual's prescribed course of substance abuse treatment.

Discharge (50 minutes)

- \$74.79
- Face-to-face final collaborative session between program staff and client to reinforce newly developed recovery skills and develop a plan to maintain those skills upon conclusion of treatment.

Crisis Intervention (50 minutes)

- \$74.79
- Face-to-face contact between a program staff person and a client in crisis. Services provided must focus on alleviating the crisis problem. Crisis means an unforeseen even or circumstance which presents an imminent threat of relapse, or actual relapse, to the client.

Case Management (50 minutes)

- \$74.79
- Activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to 4 episodes per month. Not billable per client.

Transitional Housing (per day)

- \$17.50
- A clean and sober living environment meeting the requirements of the California Association of Recovery Homes voluntary certification process. Clients in transitional housing shall be encouraged to actively seek permanent housing, work toward a high school diploma or GED if they do

not possess one, and, if unemployed, begin an intensive job search within 72 hours of entering transitional housing.

Inpatient Services

Residential Treatment (per bed day)

- Not to exceed \$92.00. The actual rate will be negotiated between the purchaser and the vendor.
- The delivery of services to males and females in an inpatient setting. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.

Residential Perinatal Treatment (per bed day)

- \$96.81
- The delivery of services to females who are pregnant or who have children age 17 or under, including women who are attempting to regain legal custody of their child(ren). Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.

Residential Perinatal Drug Medi-Cal (room and board per bed day)

- \$17.00
- Eligible clients must meet Title 22 Drug Medi-Cal requirements and program must be Drug Medi-Cal certified. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.