

AGREEMENT FOR SERVICES #2722
AMENDMENT I

This Amendment I to that Agreement for Services #2722, is 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 Community Recovery Resources, a California non-profit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 180 Sierra College Drive, Grass Valley, CA 95945 (Mailing: PO Box 6028, Auburn, CA 95604), (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide inpatient detoxification, residential alcohol and drug treatment services, counseling services, and substance abuse testing on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency (HHS), in accordance with Agreement for Services #2722, dated June 12, 2018, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Article II, "Term," Article III, "Compensation for Services," part B. Funding Types, and Article IV, "Maximum Obligation" of said Agreement.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #2722 shall be amended a first time as follows:

1) **ARTICLE II** is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by all parties hereto and shall cover a period of July 1, 2018 through June 30, 2020, unless terminated earlier pursuant to provisions contained herein this Agreement under Article XIII, "Default, Termination, and Cancellation" or Article XI, "Fiscal Considerations."

2) **ARTICLE III** is amended in its entirety to read as follows:

ARTICLE III

B. Funding Types:

Contractor shall maintain familiarity with Federal and State laws, rules, and regulations in accordance with services provided under this Agreement so that it can correctly charge services described in the Scope of Work to funding types that allow payment for those services:

1. AB 109 Treatment Services: Funding for services provided herein is provided by the 2011 El Dorado Public Safety Realignment Implementation Plan, and is subject to all laws and regulations promulgated under California Assembly Bill (AB) 109, AB 116, AB 117, ABXI 16 and ABXI 17, Statutes of 2011. Contractor shall only use AB 109 funds, and shall not use any other funding sources, to provide services to AB 109 eligible clients. Services may only be provided if County refers client to Contractor via a Treatment Authorization Form.
2. Drug Court Treatment Services: These services are funded with Local Realignment Revenue and shall only be provided if County refers client to Contractor via a Treatment Authorization Form.
3. Alcohol and Other Drug Counseling and Treatment Services (AOD Counseling Services): These services are provided to clients who may be referred to Contractor by County and shall only be provided if County refers client to Contractor via a Treatment Authorization Form. There are two funding components to AOD Counseling Services: 1) Drug Medi-Cal and 2) Federal Block Grant Funds.
4. 2011 Realignment Drug Medi-Cal (DMC): Drug Medi-Cal is a treatment program as defined in Title 22, California Code of Regulations. Contractor shall bill County in accordance with Title 22 CCR service definitions and utilizing the "County Standardized Rate Structure" in paragraph A of the Article titled "Compensation for Services." Effective July 1, 2011 Local Realignment Revenues are used to fund DMC services to Drug Medi-Cal clients, including Minor Consent Services.
5. Federal Financial Participation (FFP) or Federal match on DMC: This funding is the Federal share of the Drug Medi-Cal (Medicaid) Program. The match, which varies by year, is usually at or near fifty percent (50%).

3) **ARTICLE IV** is amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum obligation for the term of this Agreement shall be \$200,000.00 for all of the stated services during the term of the Agreement.

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Except as herein amended, all other parts and sections of that Agreement #2722 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Salina Drennan Dated: 4/16/19
Salina Drennan, Program Manager
Behavioral Health Division – Substance Use Disorder Program
Health and Human Services Agency

Requesting Department Head Concurrence:

By: Donald Semon Dated: 4-24-19
Donald Semon
Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #2722 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Sue Novasel, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

COMMUNITY RECOVERY RESOURCES
A CALIFORNIA NON-PROFIT CORPORATION

By: Ariel Lovett Dated: 5.7.2019
Ariel Lovett
CEO
"Contractor"

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