

Internal Contract No: 836-PHD0409
Purchasing Contract No: 779-S0911
Index Code: 404148

CONTRACT ROUTING SHEET

Resubmitted: 10/23/09
Date Prepared: April 21, 2009

Need Date: 11/5/09
5/18/09

PROCESSING DEPARTMENT:

Department: Health Svcs Dept - PH Div.
Dept. Contact: Kathy Lang
Phone #: x6362
Department
Head Signature: Neda West
Neda West, Director

CONTRACTOR:

Name: Progress House, Inc.
Address: 2844 Coloma Street
Placerville, CA 95667
Phone:

CONTRACTING DEPARTMENT: Health Services Department - Public Health Division

Service Requested: Substance Abuse Offender Treatment Program (OTP)
Contract Term: 7/1/08 - 6/30/09
Contract Value: \$80,000.00
Compliance with Human Resources requirements? Yes No
Compliance verified by: Feasibility Analysis Attached

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 5-8-09 By: [Signature]
Approved: Disapproved: Date: 10-26-09 By: [Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 5/12/09 By: [Signature]
Approved: Disapproved: Date: 10/27/09 By: [Signature]

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____



County of El Dorado

330 Fair Lane, Bldg A.
Placerville, California
530 621-5390
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Master Report

File Number: 09-1406

*File ID: 09-1406

Agenda Type: Agenda Item

Status: Approved

Version: 1

Reference:

Gov Body: Board Of Supervisors

Department: Health Services

Cost:

Created: 11/03/2009

Agenda Title: HSD - 12/8/09 - Agmt with Progress House for OTP Services

Final Action: 12/10/2009

Title: Health Services Department recommending Chairman be authorized to sign Agreement 779-S0911 (836-PHD0409) with Progress House, Inc., for a total not-to-exceed amount of \$90,444 for the term July 1, 2009 through June 30, 2010 to provide alcohol and drug treatment services.

FUNDING: Offender Treatment Services Program (OTP) and Substance Abuse Treatment and Testing Accountability (SATTA).

Notes:

Code Sections:

Agenda Date: 12/08/2009

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: A - Blue Sheet 836-PHD0409, B - 836-PHD0409 Progress House OTP

Time Required:

Same:

Hearing Date:

Contact: Kathy Lang, ext 6263

Next Meeting Date:

Approval History

Version	Date	Approver	Action
1	11/19/2009	Sharon Elliott	Approved
1	11/19/2009	Neda West	Approved
1	11/19/2009	Agenda Coordinator	Delegate
1	11/19/2009	Terri Knowlton	Approved
Notes	Consent calendar. Contract retroactive to July 1, 2009 due to significant budgetary and program uncertainties at the State level (see file text for more detailed information).		
1	11/20/2009	Gayle Erbe-Hamlin	Approved

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board Of Supervisors	12/10/2009	Approved				Pass
Action Text: This matter was Approved on the consent calendar.							

Text of Legislative File 09-1406

Health Services Department recommending Chairman be authorized to sign Agreement 779-S0911 (836-PHD0409) with Progress House, Inc., for a total not-to-exceed amount of \$90,444 for the term July 1, 2009 through June 30, 2010 to provide alcohol and drug treatment services.

FUNDING: Offender Treatment Services Program (OTP) and Substance Abuse Treatment and Testing Accountability (SATTA).

BUDGET SUMMARY:

Total Estimated Cost	\$90,444
Funding	
Budgeted	\$90,444
OTP Funding	\$63,400
Co Match to OTP	\$7,044
SATTA Funding	\$20,000
Total Funding Available	\$90,444
Change To Net County Cost	\$0

Fiscal Impact/Change to Net County Cost:

No change to net County cost. OTP and SATTA funding, along with mandatory County match, have all been allocated in the Departments FY 2009-10 budget.

Background: The County of El Dorado receives funding from the California Department of Alcohol and Drug Programs in support of the Offender Treatment Program in our County. OTP funds are used to:

1. Continue residential treatment for those offenders assessed to be in need of residential services;
2. Provide structured relapse prevention services for sentenced offenders who complete treatment; and
3. Support the El Dorado County drug court model, including dedicated court calendars with regularly scheduled reviews of treatment progress, and strong collaboration among the courts, Probation, and treatment service providers.

Retroactive Term:

The Offender Treatment Program was established as an enhancement to the Proposition 36 Drug and Alcohol Treatment Program. OTP services are considered

entitlements for eligible clients and must be provided upon client request or by court order. Although a proposed FY 2009-10 Agreement with Progress House for OTP services was originally approved by County Counsel in May 2009, further processing of the Agreement was discontinued due to significant budgetary uncertainties at the State level, potentially impacting the incoming funding for the program. Once a State budget was finalized, the State notified the County that Proposition 36 funding from the State had been eliminated. It remained unclear whether OTP funding would continue and could be effectively utilized since this program was intended to enhance the Prop 36 Program. Department staff participated in State conference calls and meetings to determine (1) any County responsibilities regarding the Proposition 36 program, now that it is no longer funded by the State, and (2) how best to proceed with limited OTP funding that would remain available. Information obtained from the State, as well as knowledge gained through collaboration with other similar-sized counties, resulted in the Department's recommendation that we proceed with a limited OTP program and utilize available Substance Abuse Treatment & Testing funding (previously incorporated into the Proposition 36 program) within the OTP Agreement now presented for Board approval. Once a program strategy was developed and a revised OTP Agreement with Progress House could be finalized, staff expedited resubmission of a revised document to County Counsel and agendaized this item for the next available Board date. Throughout the extended process and time needed to determine available funding, define program requirements and responsibilities, and structure a revised/limited OTP program (despite the discontinuation of Prop 36 program funding), Progress House has continued performing qualifying residential treatment and relapse prevention services for eligible clients in need of services. The Department recommends approval of this retroactive agreement in order to provide this essential Alcohol and Drug Program partner with available funding for these critical services.

Reason for Recommendation:

Approval of this Agreement will allow the County to continue providing structured Alcohol/Drug Program, Offender Treatment Program services.

Action to be taken following Board approval:

1. Chairman to sign three (3) original Agreements for Services 836-PHD0409.
2. Board Clerk's Office to return two (2) original documents to Department.
3. Department to distribute as appropriate.

Contact: Kathy Lang

Concurrences: County Counsel & Risk Management

09-1406
#14

HEALTH SERVICES DEPARTMENT

PUBLIC HEALTH DIVISION



Healthy People Living in Healthy Communities throughout El Dorado County

Neda West, Director / Olivia C. Kasirye, MD, MS, Public Health Officer
931 Spring Street, Placerville, CA 95667 (530) 621-6156 / Fax (530) 626-4713

Progress House, Inc.

Offender Treatment Program Services Agreement

#836-PHD0409

**PROGRESS HOUSE
OFFENDER TREATMENT PROGRAM AGREEMENT #836-PHD0409**

TABLE OF CONTENTS

Article I.	Scope of Services:	4
	Section 1.01 Alcohol and Drug Treatment Services:	4
	Section 1.02 Reports:	4
	Section 1.03 General program requirements:	6
	Section 1.04 Reporting Requirements:	6
	Section 1.05 Additional Requirements:	7
Article II.	Term	7
Article III.	Compensation for Services	7
Article IV.	Cost Report	9
Article V.	Inspections and Audits	9
Article VI.	Records Retention	11
Article VII.	HIPAA Compliance	11
Article VIII.	Changes to Agreement	11
Article IX.	Contractor to County	11
Article X.	Assignment and Delegation	12
Article XI.	Independent Contractor/Liability	12
Article XII.	Fiscal Considerations	12

Article XIII. Default, Termination, and Cancellation	13
Section 13.01 Default:	13
Section 13.02 Bankruptcy:	13
Section 13.03 Ceasing Performance:	13
Section 13.04 Termination or Cancellation without Cause:	13
Article XIV. Notice to Parties	13
Article XV. Indemnity	14
Article XVI. Insurance.....	14
Article XVII. Interest of Public Official.....	16
Article XVIII. Interest of Contractor	16
Article XIX. Conflict of Interest	16
Article XX. California Residency (Form 590)	17
Article XXI. Taxpayer Identification Number (Form W-9)	17
Article XXII. County Business License	17
Article XXIII. Administrator	17
Article XXIV. Authorized Signatures.....	17
Article XXV. Partial Invalidity	17
Article XXVI. Venue	18
Article XXVII. Entire Agreement	18

AGREEMENT FOR SERVICES #836-PHD0409

THIS AGREEMENT 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 Progress House, Inc., whose principal place of business is 2844 Coloma Street, Placerville, CA 95667 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, the El Dorado County Health Services Department – Public Health Division is the Lead Agency that holds responsibility for El Dorado County's implementation and ongoing oversight of the Substance Abuse Offender Treatment Program (OTP), which was established in Fiscal Year (FY) 2006-07 per Health and Safety Code Division 10.10, Chapter 75, Statutes of 2006 (Assembly Bill 1808); and

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 OTP Program; 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 provision of these services provided by Contractor is in the public's best interest, and that these services 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 1.01 Alcohol and Drug Treatment Services:**

- (a) OTP funds can only be used to enhance drug treatment programs for Substance Abuse and Crime Prevent Act (SACPA) participants; therefore Contractor agrees to provide the following services in exchange for compensation from such funds:
- (i) Residential Services: Contractor agrees to designate one male residential bed (Coloma facility) and one female residential bed (Camino facility) for the Substance Abuse Offender Treatment Program each month of the contracted fiscal year.
 - (ii) Level I Outpatient Treatment Program:
 - i. Contractor agrees to provide one (1) additional group session per week for SACPA clients participating in the Level I outpatient treatment program.
 - ii. Contractor agrees to provide up to one (1) individual session each month for SACPA clients participating in the Level I outpatient treatment program.
 - (iii) Level II Outpatient Treatment Program:
 - i. Contractor agrees to provide one (1) additional group session per week for SACPA clients participating in the Level II outpatient treatment program.
 - ii. Contractor agrees to provide up to two (2) individual sessions each month for SACPA clients participating in the Level II outpatient treatment program.
 - (iv) Recovery Support Sessions: Recovery support refers to an individual counseling session for SACPA participants designed to address threats or perceived threats to a participant's recovery. These services shall be provided on an as needed basis and must be approved by the SACPA County Referral Team (comprised of Probation Department staff, HSD Proposition 36 Coordinator and the service provider) before they can be offered.
- (b) Substance Abuse Treatment & Testing Accountability (SATTA) Act
- (i) Laboratory Testing: Laboratory testing shall be performed to determine whether a client is using, or has used, alcohol and/or other drugs. Testing methods may include, but are not limited to, urine, blood, saliva, breath alcohol testing and hair strand tests, as specified in Exhibit A. The cost of drug testing is eligible for reimbursement under the Substance Abuse Treatment and Testing Accountability (SATTA) Program, which became effective October 11, 2001.

Section 1.02 Reports:

- (a) Contractor is required to report participant progress to the El Dorado County Probation Department and also at the County Referral Team weekly meeting. A participant progress report must be submitted within twenty-one (21) days of an initial intake. Participant progress reports may be required as frequently as weekly, and shall be submitted at least quarterly.
- (b) Contractor is required to report to the County Referral Team when participants successfully complete drug treatment.
- (c) Treatment plans must be delivered to the County Referral Team within thirty (30) days of a participant's initial referral to Contractor.

- (d) Treatment plan modifications must be reported by the Contractor to the County Referral Team within five (5) work days of the date the Contractor determines that treatment plan modification is appropriate.
- (e) Contractor will report noncompliant OTP/Prop 36 Program participants to the El Dorado County Probation Department, with notice to the ADP OTP/Proposition 36 Coordinator, within ten days of the date Contractor learns of the noncompliance. County Probation Department will in turn notify the Courts. Noncompliance includes but is not limited to the following:
 - (i) Serious violation of OTP/Proposition 36 Program rules;
 - (ii) Repeated violation of Proposition 36 Program rules, inhibiting functioning in Proposition 36 Program;
 - (iii) Continued refusal to participate in Proposition 36 Program;
 - (iv) A new, sustained drug offense;
 - (v) Failure to comply with any conditions of treatment plan.
- (f) Contractor must provide data regarding client counts and characteristics and capacity/waiting list per California Code of Regulations, Title 9, Chapter 2.5, §9535 (b) (2) by data entry into the Drug & Alcohol Treatment Access Report (DATAR) on a monthly basis. This information is required for the County's semi-annual report to the State.
- (g) Contractor may be asked to apply additional data, as needed for County to comply with State statistical reporting requirements.
 - (i) In addition to the above, Contractor shall:
 - i. Assure the highest level of client participation through formalized program structure as evidenced by clinical documentation of (1) client attendance, (2) motivation to succeed in treatment, and (3) goal accomplishments.
 - ii. Provide Drug Medi-Cal reimbursable services whenever possible to serve client needs and to maximize funding available.
 - iii. Operate continuously throughout the term of this Agreement, with at least the minimum number and type of staff needed to provide required services and to meet Federal, State and County requirements, plans, progress reports, non-compliance reports, treatment discharges, and other requested reports must be submitted in accordance with information outlined in § 1.02.
- (h) Ancillary Services: These are supplementary services, available from existing community resources that promote successful rehabilitation of Program participants. Contractor will determine the need for ancillary services, document this need in the treatment plan, and request and receive approval from the SACPA County Referral Team before providing or arranging for participants to receive ancillary services. Ancillary services consist of literacy training, vocational training, family counseling, perinatal services, transitional housing, detoxification and other miscellaneous services that support participants' successful completion of treatment.
- (i) Attendance at Required Meetings: County Referral Team meetings, Collaborative Case Management meetings, and Court Sessions.

Section 1.03 General program requirements:

- (a) OTP funds must be used to serve offenders who qualify for services under the Substance Abuse and Crime Prevention Act of 2000 (SACPA). The goal of the OTP is to improve SACPA offender accountability; increase show rates, retention, and completion outcomes; and expand treatment services.
- (b) Given that the OTP can only include SACPA participants, all treatment services must meet the same provisions outlined in Exhibit A, Definition of Services.
- (c) Contractor shall have established linkages to ancillary service resources and shall manage funds for ancillary services under its own contract by maximizing community resources funded by sources other than OTP, and by establishing formal business relationships with ancillary service providers.
- (d) Contractor will attend case management conferences and, upon request, will attend court sessions that take place twice monthly. County will furnish Contractor with the schedule of SACPA Drug Court sessions and provide reasonable advance notice of case management conference times and locations.
- (e) Contractor shall maintain computer software and internet access that complies with the CDPH standards for confidentiality and security for transmission of data into the California Outcomes Measurement System (CalOMS).
- (f) The services furnished by Contractor shall address unique cultural needs of OTP Program participants and shall be physically accessible for all OTP participants.
- (g) Contractor will set fees, determine participant's ability to pay, determine participant's eligibility for any other funding for services (e.g., Drug Medi-Cal, CalWORKs, Veteran's Assistance, Social Security, etc.), collect fees from participants, and bill the County only for those costs not recovered. Such fees will be reported in the County's Annual Financial Status Report.
- (h) Contractor will provide County a copy of the Contractor's Sliding Fee Scale, and a copy of the Contractor's Client Financial Assessment Form to include certification of "inability to pay."
- (i) Contractor will establish written procedures informing clients of their rights, including the right to file a complaint alleging discrimination, violation of civil rights, or any type of inappropriate or offensive treatment by Contractor staff. Contractor will provide a copy of Contractor's complaint procedures to all clients upon admission to treatment. These procedures shall describe the specific steps clients are to follow when filing complaints and the action that Contractor will take to resolve client complaints.

Section 1.04 Reporting Requirements:

- (a) All services for participants in the OTP program must be documented and included as backup documentation to monthly invoices.
- (b) Contractor may be asked to supply additional data, as needed, for County to comply with State statistical reporting requirements.

Section 1.05 Additional Requirements:

- (a) Contractor shall assure the highest level of client participation through formalized program structure as evidenced by clinical documentation of 1) client attendance, (2) motivation to succeed in treatment, and (3) goal accomplishments.
- (b) Provide Drug Medi-Cal reimbursable services whenever possible to serve client needs and maximize available funding.
- (c) Operate continuously throughout the term of this Agreement, with at least the minimum number and type of staff needed to provide required services and to meet federal, State and County requirements.

Article II. Term

This Agreement shall become effective July 1, 2009 and shall expire June 30, 2010, unless earlier terminated pursuant to the provisions under Article IX herein. 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, as set forth in the provisions of this Agreement.

Article III. Compensation for Services

Section 3.01 For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. Invoices must identify the date of service, period billed, services performed, client receiving service, compensation due to each service, and total compensation due for all services. All services identified in the original invoice must be authorized by a supporting County Authorization form signed by the El Dorado County Alcohol and Drug Program Proposition 36 Coordinator. The aggregate of amounts invoiced in any funding category may not exceed the total maximum obligation in that funding category.

Offender Treatment Program Services Obligation:

Fiscal Year 2009-10 Funds	
Residential Treatment – OTP Funding	\$42,700.00
County Match	4,744.00
Sober Living Environment – OTP Funding	18,000
County Match	2,000
Dedicated Drug Court Support – OTP Funding	2,700.00
County Match	300.00
<i>Total Maximum FY 2009-10 OTP Funding of this Agreement:</i>	<i>\$70,444.00</i>

Substance Abuse Treatment & Testing Accountability Services**Obligation:**

Federal Fiscal Year 2008-09 (available July 1, 2009 through June 30, 2010)	\$18,690.00
Federal Fiscal Year (FFY) 2009-10 (available October 1, 2009 through June 30, 2010)	1,310.00
<i>Total Maximum FFY 2008-10 SATTA Obligation of this Agreement:</i>	<i>\$20,000.00</i>

Total Not-to-Exceed Amount of this Agreement: \$90,444.00

Section 3.02 Participation in the County Referral Team, Collaborative Case Management, and Court sessions will be reimbursed at rates as outlined in Exhibit B, Service Reimbursement Schedule, attached hereto and incorporated by reference herein.

Section 3.03 Invoices shall be submitted to County at the Health Services Department – Finance, 941 Spring Street, Suite 3, Placerville, CA 95667.

Section 3.04 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 monthly invoice may result in denial of payment by County. County shall determine the format and content of monthly invoices and back-up documentation, and may modify the format and/or content at any time by giving thirty (30) days advance notice to Contractor.

Section 3.05 Service Reimbursement Schedule – Exhibit B

Billing rates for services performed during the term of this agreement shall be in accordance with the State-approved Drug Medi-Cal (DMC) rates in effect for the period in which services were performed. This standardized rate provision applies to all substance abuse and other therapeutic counseling and treatment services, as defined in Exhibit B, attached hereto and made a part hereof, regardless of the type of funding used for such services, as set forth in Article III §3.01 above. Approved DMC rates may be obtained by Contractor from the California Department of Alcohol and Drug Programs (State ADP) website (currently <http://www.adp.ca.gov/dmc/dmc.shtml>) or by contacting State ADP or County ADP directly. Any changes made by the State to DMC rates, and the effective date of those changes, shall be as defined by the State and automatically become a part herein. Should the State at any time provide notification that it does not have approved DMC rates, Contractor shall continue to use the last approved DMC rates in effect prior to such notification, until the State identifies new approved DMC rates. The effective date of new State-approved rates will be as stipulated by the State.

Section 3.06 Contractor is responsible to monitor spending in accordance with the Not-to-Exceed Amount identified under Article III, §3.01 to ensure that services are available continuously throughout the term of this Agreement. In the event Contractor expends the entire Total Not-to-Exceed Amount of this Agreement before the end of the term of the Agreement, the County offers no assurance that any additional amounts will be made available.

Article IV. Cost Report

Contractor shall submit a Cost Report on or before September 15, 2010 covering all expenditures for the term of this Agreement.

Section 4.01 Contractor shall prepare the Cost Report in accordance with all Federal, State, and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. Such costs and allocations shall be supported by source documentation maintained by Contractor and available at any time to Administrator upon reasonable notice.

Section 4.02 Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services provided hereunder. The Cost Report shall be the final financial record of services rendered under this Agreement for subsequent audits, if any.

Section 4.03 Final Settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed County's Total Maximum Obligations as set forth in Article III, §3.01 of this Agreement. Contractor shall not claim expenditures to County that are not reimbursable pursuant to applicable federal, State and County laws, regulations and requirements. Any payment made by County to Contractor, which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by Contractor to County in cash within forty-five (45) days of submission of the Cost Report.

Section 4.04 If the Cost Report shows the actual and reimbursable cost of services provided pursuant to this Agreement, less applicable revenues, is lower than the aggregate of monthly payments to Contractor, Contractor shall remit the difference to County. Such reimbursement shall be made, in cash, with the submission of the Cost Report.

Section 4.05 When the State reconciliation of costs occurs, if the State settlement shows that the aggregate of monthly payments to Contractor for covered services provided under this agreement exceeds the Contractor's allowable cost in accordance with Title 22, Section 51516.1, Contractor shall remit the difference to County. Contractor shall pay County the difference within forty-five (45) days after verification of amount owed or the completion of an Appeal Process through County, whichever comes first. In the event of a State Alcohol and Drug cost report audit and/or program audit, both State General Fund and Federal Medicaid portions of all Contractor disallowances shall be reimbursed to County within forty-five (45) days of completion of an appeal process following receipt of a final Audit Report or the completion of an Appeal Process through County, whichever comes first.

Article V. Inspections and Audits

Section 5.01 The Administrator of this Agreement, any authorized representative of County, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any books, documents, and records, including but

not limited to, medical and client records, of Contractor which such persons deem pertinent to this Agreement, for the purpose of conducting an audit, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records retention Article of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided or administered.

Section 5.02 Contractor shall actively participate and cooperate with any persons specified in Article X, subparagraph A, above in any evaluation or monitoring of services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

Section 5.03 Contractor shall obtain an annual financial statement audit in accordance with Government Auditing Standards (GAS). If Contractor's total federal expenditures, excluding Federal Medi-Cal/Medicaid, are \$300,000 or more, Contractor must obtain an audit in accordance with OMB Circular A-133.

Section 5.04 Contractor shall maintain client records, books, documents, records and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the Services provided to each client.

Section 5.05 Contractor's facility, office (or such parts thereof as may be engaged in the performance of this Agreement) and its records shall be subject at all reasonable times to inspection and audit reproduction by County.

Section 5.06 Within fourteen (14) days after final audit is approved by Agency's Board of Directors, Contractor shall forward to Administrator a copy of any audit report. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of Contractor's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

Section 5.07 Following any audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement or serious deficiencies in Contractor's internal control structure, County may terminate this Agreement as provided for in Article XIII §13.01 or direct Contractor to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to Administrator in writing within fifteen (15) days after receiving notice from County.

Section 5.08 Contractor will have two (2) months to implement a corrective action plan and to submit to County a written report of corrective action taken. Failure to implement said corrective action plan shall be cause for termination of this Agreement.

Section 5.09 All Contractor's funding records related to this Agreement shall be subject to audit by County at any time during the term of this Agreement, and for a period that extends through any required records retention period, should it be requested by County's Auditor/Controller. In the event that Contractor has more than one funding contract with County, Contractor shall maintain an individual schedule of expenses for each County contract, such that can be reconciled to an audit of any individual contract. If Contractor receives in excess of \$500,000 in total funding from County in any one fiscal year, Contractor must have an independent/individual audit of each County contract.

Article VI. Records Retention

Section 6.01 Financial and client records shall be retained by Contractor for five (5) years from the date of submission of the Cost Report that pertains to this Agreement.

Section 6.02 Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or cost and expenses of this Agreement as to which exception has been taken by County or State or federal governments, shall be retained by Contractor until disposition of such appeals, litigation, claims or exceptions is completed.

Article VII. HIPAA Compliance

All data, together with any knowledge otherwise acquired by Consultant during the performance of services provided pursuant to this Agreement, shall be treated by Consultant and Consultant's staff as confidential information. Consultant shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Consultant shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

Article VIII. Changes to Agreement

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Article IX. Contractor to County

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

Article X. Assignment and Delegation

Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

Article XI. Independent Contractor/Liability

Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

Article XII. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Article XIII. Default, Termination, and Cancellation

Section 13.01 Default:

Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

Section 13.02 Bankruptcy:

This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

Section 13.03 Ceasing Performance:

County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

Section 13.04 Termination or Cancellation without Cause:

County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Article XIV. Notice to Parties

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

**COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR**

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

**PROGRESS HOUSE, INC.
2844 COLOMA STREET
PLACERVILLE, CA 95667
ATTN: TOM AVEY, EXECUTIVE DIRECTOR**

or to such other location as the Contractor directs.

Article XV. Indemnity

The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XVI. Insurance

Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

Section 16.01 Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

Section 16.02 Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

Section 16.03 Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.

Section 16.04 In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

Section 16.05 Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

Section 16.06 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 16.07 Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Section 16.08 The certificate of insurance must include the following provisions stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
- (b) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- (c) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (d) Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- (e) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- (f) The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- (g) Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- (h) In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- (i) Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

Article XVII. Interest of Public Official

No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XVIII. Interest of Contractor

Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

Article XIX. Conflict of Interest

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this

Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Article XX. California Residency (Form 590)

All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

Article XXI. Taxpayer Identification Number (Form W-9)

All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

Article XXII. County Business License

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

Article XXIII. Administrator

The County Officer or employee with responsibility for administering this Agreement is Shirley White, ADP Program Manager, or successor.

Article XXIV. Authorized Signatures

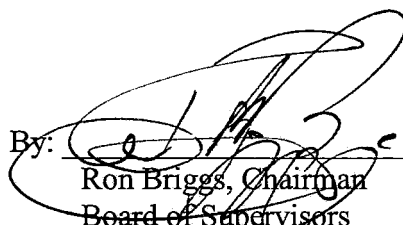
The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Article XXV. Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.


--COUNTY OF EL DORADO--

By: 

Ron Briggs, Chairman
Board of Supervisors
"County"

Dated: 12/10/09

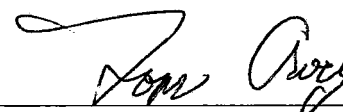
ATTEST:
*Suzanne Allen de Sanchez Clerk
of the Board of Supervisors*

By: 

Deputy Clerk

Date: 12/10/09

-- CONTRACTOR --

By: 

Tom Avey, Executive Director
Progress House, Inc.
"Contractor"

Dated: 11/3/2009

EXHIBIT A
Definition of Services

1) Core Services

The following core services shall be available to SACPA Program participants.

- a) Assessment and reassessment to appropriate service levels using the Addiction Severity Index (ASI) assessment tool, the American Society of Addiction Medicine Patient Placement Criteria tool (ASAM), or a related county approved assessment tool.
- b) Recovery and treatment planning.
- c) Individual outpatient sessions.
- d) Group outpatient sessions.
- e) Case management.
- f) Crisis intervention.
- g) Addiction education.
- h) Health education.
- i) Residential treatment.
- j) Drug testing.
- k) Discharge planning and referrals.

(Note: El Dorado County will provide SACPA services under Drug Medi-Cal to all eligible participants. For this reason, the lengths of group and individual sessions must conform to Drug Medi-Cal standards regardless of the funding source.)

2) Service Levels

Core services, as defined above, shall be delivered through a treatment program that offers differing service levels appropriate to individual client needs. Following is a description of the required service levels.

- a) **Level I: *Low intensity outpatient education and treatment services*** are those services or activities provided to adults who are willing to cooperate in their own treatment but need motivating and monitoring to sustain the recovery process. Level I services are appropriate for participants who are able to maintain abstinence or control their substance use and to pursue recovery goals with minimal support. Participants placed in this service level are in a supportive recovery environment or have the necessary coping skills to deal with a non-supportive recovery environment. Services at this level shall exist for a minimum of three (3) months with one to three (1-3) months of additional services available upon request from the treatment provider and subsequent approval by the County Referral Team.

Level I services shall include: one intake appointment, once weekly attendance at an outpatient group session and referral to ancillary services as needed. All ancillary services must be pre-authorized by the County Referral Team to be eligible for payment.

- b) **Level I: *Dual diagnosis services*** means outpatient group sessions for participants with co-occurring substance abuse and mental health diagnoses. For participants who can benefit

Definition of Services

from this specialized service, and with approval from the County Referral Team, dual diagnosis group sessions may be substituted for Level I core outpatient group sessions, but may not be offered in addition to core outpatient group sessions.

- c) Level II: *High intensity outpatient education and treatment services* are those services provided to adults whose resistance to treatment is high enough to require a structured program, but not so high as to render outpatient treatment ineffective. This level of service may also be indicated for individuals whose addiction symptoms intensify while participating in low intensity outpatient services. Services at this level shall exist for a minimum of six (6) months, with one to three (1-3) months of additional services available upon request from the treatment provider and subsequent approval by the County Referral Team.

Level II service shall include: one intake appointment; once weekly attendance at group education for the first six (6) weeks, for a maximum of six (6) classes; once weekly attendance at an outpatient counseling group for the first six (6) weeks, then twice weekly attendance at outpatient group counseling and referral to ancillary services as needed. All ancillary services must be pre-authorized by the County Referral Team to be eligible for payment.

- d) Level II: *Dual diagnosis services* means outpatient group sessions for participants with co-occurring substance abuse and mental health diagnoses. For participants who can benefit from this specialized service, and with approval from the County Referral Team, dual diagnosis group sessions may be substituted for Level II core outpatient group sessions, but may not be offered in addition to core outpatient group sessions.

Clients receiving Level I or Level II services shall be held to the following participation protocol:

- Client is permitted three (3) absences throughout the course of Level I treatment services. If client exceeds three (3) absences, treatment provider must send a drop form to Probation and the Project Coordinator.
 - Client is permitted eight (8) absences throughout the course of Level II treatment services. If client exceeds eight (8) absences, treatment provider must send a drop form to Probation and the Project Coordinator.
 - Clients receiving Level I or Level II treatment services who fail to show for three (3) consecutive classes are to be dropped from the current program. Treatment provider must send a drop form to Probation and the Project Coordinator.
- e) Level III: *residential treatment* means delivery of services to adult males, females, and/or women with children in an inpatient setting for a maximum of 30 days. Participants placed at this level must have a demonstrated need for a highly structured living environment to achieve and maintain control of addiction symptoms. Residential treatment extending beyond 30 days may only be provided with prior approval from the County Referral Team. Such approval will only be granted if clear justification exists, has been documented in writing, and submitted to the County Referral Team for consideration. Perinatal residential services are limited to clients who meet the Drug Medi-Cal Perinatal definition, or who have children age 12 or under with them at the residential facility.

Residential treatment shall include a minimum of 20 hours per week of group education on health

Definition of Services

and/or addiction topics; five (5) hours per week of process group; one (1) one-hour individual session at least once every other week, five (5) hours per week of recreational activities, and one (1) hour per week of family therapy for those clients with intact family systems. Residents shall be included in day-to-day housekeeping activities of the facility and privileges shall be earned for successful completion of program goals. Women's group and individual therapy programs shall be focused upon the unique needs of women in recovery.

- f) Individual treatment sessions must be used for "crisis" services only with services focusing on alleviating crisis problems. When possible, such services must be pre-authorized by the County Referral Team.
- g) Aftercare consisting of 12-step meetings as recommended by the treatment provider for a maximum of six (6) months. Aftercare services must receive prior approval from the County Referral Team and shall not exceed six (6) months in duration.
- h) Participants are eligible for 12 months of treatment funding under Proposition 36 and as a result, can be re-referred based on treatment funding eligibility for modified periods of treatment services upon the request of any of the participating agencies of the El Dorado County Proposition 36 Program, with subsequent approval from the County Referral Team.

3) Ancillary Services

Ancillary services supplement core treatment services, and must receive pre-authorization from the County Referral Team to be eligible for payment. Allowable ancillary services are described below:

- a) *Family counseling* means counseling with individual couples or groups that examines interpersonal and family relationships. Such counseling shall be provided by an existing community resource staffed with therapists licensed in accordance with Sections 4980 through 4981 of the Business and Professions Code. Upon authorization for services, the identified participant and/or family member(s) are eligible for three (3) counseling sessions. The County Referral Team may authorize extensions up to a 15-session limit.
- b) *Vocational training* means instruction and information presented in a group setting to increase opportunities for gainful employment. Such instruction shall be provided by an existing, already funded community resource such as the Job One program.
- c) *Literacy training* means instruction and information presented in an individual or group setting to increase literacy skills and reading comprehension. Such instruction shall be provided by an existing, already funded community resource such as the Literacy Council.
- d) *Perinatal Services (other than residential)* means supportive services in an agency setting or home visitation for pregnant or parenting women to support their recovery with specific interventions designed for the needs of women developing new life skills while in recovery. Interventions shall be provided by an existing community resource. Upon authorization for services, the identified participant is eligible for three (3) service sessions with extensions possible up to a 15-session limit.

Definition of Services

- e) *Transitional Housing* means a supervised clean and sober living environment that provides no treatment program component. A clean and sober living environment shall meet the requirements of the California Association of Recovery Homes voluntary certification process. Transitional housing is only available to clients who are actively participating in Level II or Aftercare services and must be pre-authorized by the County Referral Team. If approved, transitional housing may be provided for thirty (30) days with extensions in 30-day increments available at the discretion of the County Referral Team. Clients residing in transitional housing must:
- i) Be actively seeking permanent housing.
 - ii) If not a high school graduate or in possession of a GED, be working toward a high school diploma or GED.
 - iii) If unemployed, begin an intensive job search within 72 hours or entering transitional housing.
 - iv) Furnish proof of the above three activities to Probation upon request.

The transitional housing supervisor is responsible for informing clients of their obligation to participate in these activities, and the importance of providing Probation with acceptable verification substantiating compliance.

- f) *Detoxification* may be offered as an ancillary service.

4) Drug Testing

Drug tests shall be conducted randomly throughout the term of treatment by permanent or part-time salaried staff members only. A random call-in protocol for testing schedules shall be in place and offered to clients. Drug testing plans must be documented in clients' individual treatment plans. Drug testing results must also be documented in the client's individual treatment plan, and reported on progress reports and quarterly reports. Positive drug tests shall be reported to Probation and the Project Coordinator within 24 hours after receiving confirmation of a positive test result. Additionally, the failure of a participant to call-in according to testing schedules shall be reported to Probation and the Project Coordinator within 72 hours of the failed call-in date. Drug testing shall be used as a treatment tool in the following ways:

- a) Drug testing results measure the client's success in remaining drug-free.
- b) Drug testing results help to determine the appropriateness of the recommended treatment plan.
- c) Drug testing results are not to be used as a treatment penalty.
- d) Drug testing results are used to identify modifications that could make treatment plans more effective.
- e) Drug testing results are used as a clinical tool to assess client's relapse potential.
- f) At service Levels I, II, III and in the aftercare phase, clients are subject to drug testing as follows:
 - i) Level I – Low intensity outpatient education and treatment services:

Definition of Services

- (1) Minimum of once per month, up to eight (8) times during course of treatment, unless otherwise directed by the County Referral Team.
 - (2) Type of testing: urinalysis and five-panel screens.
- ii) Level II – High intensity outpatient education and treatment services:
- (1) Minimum of once per month, up to 12 times during course of treatment, unless otherwise directed by the County Referral Team.
 - (2) Type of testing: urinalysis and five-panel screens.
- iii) Level III – Residential treatment services:
- (1) Minimum of two times per month, up to four (4) times per month during course of treatment, unless otherwise directed by the County Referral Team.
 - (2) Type of testing: urinalysis and five-panel screens.
- iv) Aftercare:
- (1) Maximum of once per month, unless otherwise directed by the County Referral Team.
Increases in frequency only with pre-authorization from the County Referral Team.
 - (2) Type of testing: urinalysis and five-panel screens.

The above testing frequencies may be modified with pre-authorization from, or at the direction of, the County Referral Team.

EXHIBIT B

SERVICE REIMBURSEMENT SCHEDULE
El Dorado County Health Services Department - Public Health Division
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		State Alcohol Drug Criteria / Rates	
SERVICE DEFINITION		Perinatal	All Other
<p>Group Session (1.5 hrs) – A face-to-face session in which one or more therapists or counselors treat a group of clients (see criteria by category), focusing on the needs of the individuals served. Group sessions may include:</p> <ul style="list-style-type: none"> • Anger Management • Parenting • Dual Diagnosis 	<p>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).</p>	<p>Any client who does not meet Perinatal criteria.</p>	
<p>Drug Medi-Cal Criteria for Billing Rates – See Title 22</p>	<p>Discretionary Funds (NNA) Criteria for billing rates Two or more clients at the same time.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate</p>

EXHIBIT B

SERVICE DEFINITION		Perinatal	All Other
<p>Individual Counseling Session (50 minutes) - A face-to-face session between a client and a therapist or counselor. Including, but not limited to:</p> <ul style="list-style-type: none"> • Dual Diagnosis 		<p>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).</p>	<p>Any client who does not meet Perinatal criteria.</p>
<p>Drug Medi-Cal Criteria for Billing Rates – See Title 22</p>		<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Day Care Rehabilitative – 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.</p>		<p>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).</p>	<p>Any client who does not meet Perinatal criteria.</p>
<p>Drug Medi-Cal Criteria for Billing Rates – See Title 22</p>		<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Day Care Rehabilitative UOS Rate</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Day Care Rehabilitative UOS Rate</p>

EXHIBIT B

SERVICE DEFINITION	Perinatal	All Other
<p>Individual Assessment (50-60 minutes) – 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.</p>	<p>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).</p> <p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>	<p>Any client who does not meet Perinatal criteria.</p> <p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Intake (50 minutes) – The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.</p>	<p>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).</p> <p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>	<p>Any client who does not meet Perinatal criteria.</p> <p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>

EXHIBIT B

SERVICE DEFINITION	Perinatal	All Other
<p>Treatment Planning (50 minutes) - 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.</p>	<p>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).</p>	<p>Any client who does not meet Perinatal criteria.</p>
<p>Discharge (50 minutes) - 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.</p>	<p>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).</p>	<p>Any client who does not meet Perinatal criteria.</p>
	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>

EXHIBIT B

SERVICE DEFINITION	Perinatal	All Other
<p>Crisis Intervention (50 minutes) – 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 event or circumstance which presents an imminent threat of relapse, or actual relapse, to the client.</p>	<p>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).</p> <p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>	<p>Any client who does not meet Perinatal criteria.</p> <p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Case Management (50 minutes) - 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 four (4) episodes per month. Not billable per client.</p>	<p>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).</p> <p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>	<p>Any client who does not meet Perinatal criteria.</p> <p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>

EXHIBIT B

SERVICE DEFINITION	Perinatal	All Other
<p>Transitional Housing (per day) – A clean and sober living environmental meeting the requirements of the California Association of Recovery Homes.</p>	<p>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).</p> <p>\$17.50 per day</p>	<p>Any client who does not meet Perinatal criteria.</p> <p>\$17.50 per day</p>

EXHIBIT B

INPATIENT SERVICES SERVICE DEFINITION	State Alcohol Drug Criteria / Rates	
	Perinatal	All Other
<p>Residential Treatment (per bed day) – 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.</p>	<p>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).</p>	<p>Any client who does not meet Perinatal criteria.</p>
	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Perinatal Residential Treatment</p>	<p>Up to \$92.00 per day</p>
<p>Residential Perinatal Drug Medi-Cal (room and board per bed day) - 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. May only be billed to Discretionary Funds.</p>	<p>\$17.00 per day</p>	<p>Does not apply.</p>

Collaborative Case Management & Court Sessions	
Attendance at Case Management Conference	Up to \$60.00 per hour
Attendance at Drug Court Session	Up to \$60.00 per hour

EXHIBIT B

Substance Abuse Testing & Miscellaneous Fixed Rates	
Urinalysis substance abuse testing	\$30.00 per test
Ethyl glucuronide testing (aka EtG testing)	\$40.00 per test
Hair strand testing	\$95.00 per test
H.E.A.R. T.S.	\$28.00 per hour
HIV Test Pre and Post Counseling Services	\$40.00 per test