

# ORIGINAL

## AGREEMENT FOR SERVICES #194-S1511 AMENDMENT I

Therapeutic Counseling and Substance Abuse Treatment Services

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This Amendment I to that Agreement for Services #194-S1511, 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 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), and whose Agent for Service of Process is Warren A. Daniels, 180 Sierra College Drive, Grass Valley, CA 95945 (hereinafter referred to as "Contractor").

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide therapeutic counseling and substance abuse treatment services for the Health and Human Services Agency (HHSA) in accordance with Agreement for Services #194-S1511, dated November 17, 2014; incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **Article I – Scope of Services, Article III – Compensation for Services, Article IV – Maximum Contractual Obligation, Article XXVII – Notice to Parties, Article XXIX – Insurance, Article XXXVIII – Administrator, and Exhibit A – Monthly Client Progress Report**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **Article VIII – Medi-Cal Screening** and replace with **Article VIII – Licenses**; and

**WHEREAS**, the parties hereto have mutually agreed to add **Article XLVI - Contractor to County**, and; renumber **Article – Entire Agreement** to accommodate the insertion of the aforementioned Article.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #194-S1511 shall be amended a first time as follows:

**Articles I, III, IV, XXVII, XXIX, XXXVIII, and Exhibit A are amended in their entirety to read as follows:**

## **ARTICLE I**

**Scope of Services:** Contractor shall provide personnel and services necessary to provide single or multiple units or sessions of therapeutic counseling and related services (service) on an “as requested” basis to clients (Client) referred by County’s Health and Human Services Agency (HHS). (HHS).

### **A. Professional License Requirements:**

1. Therapeutic counseling services shall be provided by a currently Licensed Clinical Social Worker (LCSW), licensed Marriage and Family Therapist (MFT), or Psychologist whose license has been issued and is regulated by the State of California. Said licenses must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the State licensing or certifying agency.
  - a. The California Department of Consumer Affairs, Board of Behavioral Sciences and the California Department of Consumer Affairs, Board of Psychology do not have reciprocity with any other state licensing board. Therefore, any LCSW, MFT, or Psychologist who is providing HHS approved services to a Client who is receiving services outside California must have a current, clear license issued and regulated by the appropriate certifying agency for the state in which they are practicing.
  - b. Contractor shall notify County within five (5) business days of any pending Federal, State, County, City, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor’s employees’ professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand.
    - i. Within five (5) business days of formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand, Contractor shall provide County with copies of Court accusations and/or dispositions relating to Contractor or Contractor’s employee’s license.
    - ii. Contractor shall provide initial and ongoing proof of compliance with probationary stipulations.
2. If any service is delegated to an intern, the intern must be pre-licensed by the appropriate certifying state agency and all service assignments must be under the direct supervision of a currently licensed Psychologist, Psychiatrist, Licensed Clinical Social Worker, or Marriage and Family Therapist as described above. No intern shall be the sole author of any written initial visit report or any other report that pertains to Client or Client’s treatment plan. All Client-related documents must be reviewed, approved, and signed by said licensed Psychologist, Psychiatrist, LCSW, or MFT.



B. Services: When requested via HHSA Authorization, Contractor shall provide services including but not limited to the following:

1. Case Management – This function shall be performed to integrate and coordinate all necessary services and to help ensure successful treatment and recovery. Case management may include evaluating insurance and payment resources, determining the nature of services to be provided, planning the delivery of treatment services, identifying appropriate treatment resources, referring Client(s) to other resources as appropriate, monitoring Client progress, documenting treatment, participating in case conferences, and similar types of activities. For Clients referred by the CalWORKs/Welfare-to-Work program, said case management shall include addressing the circumstances which led the Client to CalWORKs assistance, including engaging in problem-solving and identifying goals with the ultimate goal of obtaining financial self-sufficiency. For Clients referred by the Child Protective Services program said case management shall include addressing the circumstances which led the Client to Child Protective Services interventions, including assisting the Client in problem solving, identifying goals, and exploring alternative behaviors.

The cost of said case management shall be included within County's Standardized Rate for service, including but not limited to the Initial Visit, Initial Alcohol and Other Drug Assessment (AOD), Monthly Client Progress Reports, Multidisciplinary Team Meeting, etc., and shall not be billed separately.

2. Court Meetings and Court Appearances – As arranged by and upon notification from the Court, or as the Court directs County, or upon subpoena, Contractor shall attend client-related Court meetings (Court Meeting) and Court sessions (Court Appearances.)
  - a. Court Meetings are mandatory case compliance meetings directed by the Court. Contractor shall be paid for their attendance at Court Meetings using the Regular Drug Medi-Cal (DMC) Outpatient Drug Free Individual Counseling face-to-face visit Unit of Service Rate as their hourly rate for time actually spent at the Court Meeting. Contractor is required to sign in with the Court Clerk at said meeting and, as requested by County, may be required to provide Minutes of the Court to further verify their attendance at same. Failure to sign in with the Court Clerk or provide Minutes of the Court as requested by the County may delay payment. If the Court's Meeting is cancelled by the Court less than 24 hours in advance of its scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of that month's cancelled Court Meeting, not to exceed two (2) hours.
  - b. Court Appearances are mandatory court case appearances as directed by the Court. Contractor shall be paid for their attendance at Court Appearances using the Drug Medi-Cal DMC Outpatient Drug Free Individual Counseling face-to-face visit Unit of Service Rate as their hourly rate and pro-rated for time actually spent at the Court Appearance. Contractor may not invoice County if Court Appearance is cancelled.
3. Detoxification Services – Upon HHSA's written Authorization, Contractor shall provide a treatment program to include medically supervised detoxification services, individual and group counseling, stress reduction, drug/alcohol information, nutrition,



access to Alcoholics Anonymous, or Narcotics Anonymous meetings, exercise, and other community and referred resource services.

4. Family Therapy/Group Therapy/Individual Therapy - Upon written request via HHSA Authorization, Contractor shall provide the requested therapy. Said therapy shall be conducted in a confidential setting where all family/group members understand and respect the expectation of maintaining strict confidentiality. Further, said confidential setting shall restrict access to individuals not participating in family/group/individual therapy.
5. Initial Visit and/or Initial AOD Assessment – Contractor shall collect demographic, financial, health, family, living situation, and other pertinent information as necessary to establish Client records and to support reporting requirements. Also includes dissemination of required information to Client(s) including but not limited to Contractor confidentiality policies, complaint procedures, and admission procedures. Initial Visit and/or Initial AOD Assessment also includes identifying appropriate treatments and frequency of treatments, referring Client(s) to other resources as appropriate, planning the delivery of treatment services, documenting treatment plans, and addressing goals to be reached including action steps/target dates. For Welfare-to-Work Client(s), Initial Visit and/or Initial AOD Assessment shall identify and include a plan to participate Welfare-to-Work approved activities, as appropriate. For Child Protective Services Client(s), Initial Visit and/or Initial AOD Assessment shall identify and include a plan to participate in the Child Protective Services case plan.
6. Multidisciplinary Team Meeting Appearances - Upon request by County, Contractor shall attend multidisciplinary team meetings. County shall only pay Contractor for attendance at multidisciplinary team meetings when County specifically requests Contractor’s attendance. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams or organizations in which County considers Contractor, Contractor’s staff, or assigns to be regular standing members. Contractor shall be paid for these appearances at the DMC rate for Regular DMC individual counseling session rate for time actually spent at the meeting.
7. Residential Services – Upon HHSA’s written Authorization, Contractor shall provide residential treatment services. Client(s) admitted to residential treatment shall receive counseling services. The cost of said counseling services shall be included within the County’s Standardized Rate for service and shall not be billed separately.
8. Substance Abuse Tests – Upon HHSA’s written Authorization, Contractor shall provide substance abuse tests. All tests (negative and positive) shall be sent to a lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days. HHSA shall receive written confirmation of all positive and negative test results. Clients admitted to residential or transitional living shall receive drug testing services. The cost of said drug testing services shall be included within the County’s Standardized Rate for residential or transitional living treatment services and shall not be billed separately.
9. Transitional Living Services – Upon HHSA’s written Authorization, contractor shall provide cooperative living arrangements with a requirement to be free from alcohol and other drugs, sometimes referred to as a “sober living environment”, a “sober living home,” “transitional housing,” or “alcohol and drug free housing.”



Services shall only be provided following approval via signed HHSA Authorization. Multiple units of service (Multiple Units) shall be defined as one or more units of same or similar service(s) provided to Client(s) on a single day, as more fully defined under the Article titled "Compensation for Services."

Contractor shall immediately contact the appropriate staff, at no charge to County, to inform them of Client appointment no-shows, cancellations, or any other urgent concerns directly affecting Client or Client's treatment plan.

- C. Reports: Contractor shall provide written reports, including but not limited to the following:
1. Court Documents – Upon request, and within the time limit specified by County, Contractor shall provide HHSA staff with comprehensive written reports for County's use in court. Contractor shall be compensated for the report(s) at the Regular DMC individual counseling session rate with a maximum limit of a two (2) session rates charged per report. The written initial visit report is specifically excluded from the court documents reimbursement rate, as this service shall be provided at no charge to County and as further defined under "Initial Visit Report."
  2. Initial Visit/Initial AOD Assessment Report - Within thirty calendar (30) days of Client's initial visit/initial AOD Assessment, Contractor shall provide appropriate HHSA staff, at no charge to County, with a written initial visit/initial AOD assessment report that shall detail Contractor's professional evaluation of Client's needs including the recommended type of therapy to be utilized, the recommended number/frequency of sessions and whether or not additional or different services may be required or recommended. Once recommended services have been pre-approved via an HHSA Authorization and Contractor has initiated services, Contractor may not make any alterations without first securing a revised HHSA Authorization from the appropriate HHSA staff.
  3. Monthly Client Progress Reports - Contractor shall provide appropriate HHSA staff, at no charge to County, with a written progress report that outlines the primary issues being addressed with each Client, their progress to date as evidenced by observable behaviors or cognitions, and ongoing treatment goals (see Exhibit A, marked "Monthly Client Progress Report," incorporated herein and made by reference a part hereof) no later than thirty (30) days after the end of each Client's service month. A "service month" shall be defined as a calendar month during which Contractor provides Client services in accordance with the article titled, "Scope of Services." If an alternate progress report is used, all fields noted on Exhibit A are mandatory.

The above written reports are a required deliverable of this Agreement and Contractor's failure to provide them to HHSA within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to the client until the requested written reports have been submitted. At its sole option, County may delay payment until such time as the reports are received, in addition, County may proceed as set forth herein the Article titled, "Default, Termination, and Cancellation."



It is a further requirement of this Agreement that all written reports submitted to HHSA shall contain the report writer's original signature. It is recommended, but not required, that all original signatures be made using blue ink. This signature shall act as a declaration that the contents of the written report(s) are accurate.

Reports shall be sent as follows, or as otherwise directed in writing by County:

<i>For Service(s) Authorized by West Slope HHSA Staff, Please Send Reports to:</i>	<i>For Service(s) Authorized by East Slope HHSA Staff, Please Send Reports to:</i>
<p>County of El Dorado Health and Human Services Agency Attn: Contract Administrator 3057 Briw Road, Suite A Placerville, CA 95667-5321</p>	<p>County of El Dorado Health and Human Services Agency Attn: Contract Administrator 3368 Lake Tahoe Blvd. 100 South Lake Tahoe, CA 96150-7915</p>

**ARTICLE III**

**Compensation for Services:** Services shall be billed using the County standardized rate structure, which shall use the most current DMC Substance Use Disorder Services Program “Regular DMC” and “Perinatal DMC” rates (collectively DMC rates) as its benchmark and as set forth in the chart listed below. Furthermore, for the purposes of this Agreement:

- A. DMC rates are for reimbursement reference purposes only and any descriptive information contained within the DMC rate schedule shall not apply to this Agreement unless otherwise specifically addressed. California-approved DMC rates are located on the California Department of Health Care Services website address: <http://www.dhcs.ca.gov/formsandpubs/Pages/MHSUDS-Information-Notices.aspx>. Click on MHSUDS Information Notices (2014-) and scroll through the list to locate the Proposed Drug Medi-Cal rates for the applicable year.
- B. DMC rates shall be subject to an annual adjustment in order to match the most current State-approved DMC rate schedule. Any adjustments to the DMC rate schedule by the State shall become effective the first day of the month that follows California’s announcement that its governor has signed the Budget Bill for that particular Fiscal Year, thereby enacting the California State Budget Act.<sup>1</sup>

<i>Service</i>	<i>County Standardized Rate</i>
<i>Court Appearances. Upon Court subpoena and pro-rated for time actually spent at the pertinent court session. If Court Appearance is cancelled, Contractor may not invoice for the appearance.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling Unit of Service (UOS) Rate
<i>Court Documents Preparation. Upon written request via HHSA Authorization at a rate equivalent to the individual counseling session rate and up to a</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate

<sup>1</sup> The most current information on the status of the enactment of the California budget act may usually be found at the following website: <http://www.ebudget.ca.gov>



<i>maximum limit of two (2)-session rates charged per report.</i>	
<b>Court Meetings.</b> <i>Upon notification from Court or as Court directs County, and at a rate equivalent to the individual counseling session rate for the time Contractor appeared in person at Court Meeting and pro-rated for time actually spent at the pertinent court session. If Court's Meeting is cancelled by the Court less than 24 hours in advance of scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of cancelled Court meeting, not to exceed two (2) hours.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
<b>Family Therapy Session.</b> <i>60 minutes per session upon written request via HHSA Authorization and wherein one (1) or more therapists or counselors treat no more than twelve (12) family members at the same time. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.</i>	Current Drug Medi-Cal Rate for Regular or Perinatal DMC Outpatient Drug Free Group Counseling UOS Rate per each attending family member
<b>Group Counseling Session.</b> <i>60 minutes per session and per group therapy participant upon written request via HHSA Authorization and wherein one (1) or more therapists or counselors treat no less than two (2) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.</i>	Current Drug Medi-Cal Rate for Regular or Perinatal DMC Outpatient Drug Free Group Counseling UOS Rate
<b>Individual Counseling Session.</b> <i>50-60 minutes per session and per individual upon written request via HHSA Authorization. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff.</i>	Current Drug Medi-Cal Rate for Regular or Perinatal DMC Outpatient Drug Free Individual Counseling UOS Rate
<b>Initial AOD Assessment.</b> <i>50-60 minutes per Initial Assessment and per individual upon written request by County. Initial Assessment shall include face-to-face interviews and all required or relevant laboratory testing, including but not limited to substance abuse testing, at no additional cost to County. The definition of Initial Assessment as it applies to this Agreement is an initial process that identifies Clients who are likely to have alcohol or other drug (AOD) disorders with associated behavioral disorders. Only one (1) Initial Assessment per Client shall be allowed.</i>	Current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
<b>Initial Assessment Results plus Initial Assessment AOD and/or Treatment Plan Report(s).</b> <i>Any reports, results, and/or treatment plans resulting from Client's Initial Assessment, including but not limited to any relevant laboratory testing and/or substance abuse</i>	



<i>testing results, shall be provided to County within thirty (30) calendar days of Client's initial Assessment, at no charge to County.</i>	
<b>Initial Visit Report(s).</b> <i>Within thirty (30) calendar days of Client's initial visit and at no charge to County, Contractor shall provide appropriate HHSA staff with a written initial visit report that shall detail Contractor's professional evaluation of Client's needs including the recommended type of therapy to be utilized, the recommended number/frequency of sessions and whether or not additional or different services may be required or recommended. Initial Visit Report must be submitted along with the invoice.</i>	No Charge
<b>Monthly Client Progress Reports.</b> <i>No later than thirty (30) days after the end of each service month, Contractor shall provide the appropriate HHSA staff, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals. Monthly Progress Report must be submitted along with the invoice.</i>	No Charge
<b>Multidisciplinary Team Meeting.</b> <i>Upon written request via HHSA Authorization and for time actually spent in the meeting. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams in which County considers Contractor or Contractor's staff or assigns to be regular standing members.</i>	Current Drug Medi-Cal Rate for Regular DMC for Outpatient Drug Free Individual Counseling UOS Rate

Substance Abuse Testing Services Rates: Contractor shall only bill County for Substance Abuse Testing provided in this Agreement using the below rates. Client(s) admitted to residential treatment or transitional living treatment shall receive drug testing services. The cost of said drug testing services shall be included within Contractor's rate for residential or transitional living treatment services and shall not be billed separately.

<b>Service</b>	<b>Rate</b>
<b>Substance Abuse Tests.</b> <i>Includes urinalysis collection and written analysis or findings. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff. Substance Abuse tests includes 4 panel urinalysis and 80 hour EtG.</i>	Urinalysis: \$20.00 per test EtG: \$20.00 per test

Residential Services Rates: Contractor may only bill County for residential services provided under this Agreement using the below negotiated rates.



<i>Residential Services</i>		<i>County Negotiated Rate</i>
<b>Residential</b>	Men's Residential Services	\$85.00 per bed day
	Women's Residential Services, includes Parenting and Perinatal* Women.	Current Drug Medi-Cal Rate for Perinatal DMC for Residential Treatment UOS Rate
	Children with Parenting or Perinatal Women's Residential Services (Grass Valley location only)	\$20.00 per day for first child; \$10.00 per day – additional children
	Detoxification Services	\$85.00 per bed day
<b>Transitional Living</b>	Men's Transitional Living Services	\$19.73 per day (\$600 per month)
	Women's Transitional Living Services, includes Parenting and Perinatal Women	\$19.73 per day (\$600 per month)
	Children with Parenting or Perinatal Women in Transitional Living Services	\$25.00 per month, per child

*\*Parenting Woman:* A female who is in one or more of the following categories: 1) Has custody of a dependent child age 0-17 years; 2) Is attempting to regain legal custody of a child age 0-17 years; 3) Has voluntarily placed a child age 0-17 years with a caregiver and is attempting to parent. *Perinatal Drug Medi-Cal:* Drug Medi-Cal substance abuse services that are provided to pregnant or postpartum women. The Drug Medi-Cal defined postpartum period is sixty (60) days from the date pregnancy terminated plus the days remaining until the end of the month in which the pregnancy terminated.

Travel expenses, including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.

**HHSA Authorizations for Service(s):**

- A. Prior to providing any service(s) to any Client(s) detailed under “Scope of Services” or “Compensation for Services,” Contractor shall obtain an HHSA Authorization that has been signed by the appropriate HHSA staff.
- B. Prior to providing any Client service(s) NOT detailed under “Scope of Services” or “Compensation for Services,” Contractor shall obtain an HHSA Authorization that has been signed by HHSA staff and the HHSA Director or a member of HHSA Executive Management Team, which shall be defined as Assistant Director or above (HHSA Executive Management).
- C. County shall not pay for any services that have not been pre-approved by an HHSA Authorization, incomplete or unsatisfactory services, “no shows,” cancellations, or telephone calls.
- D. HHSA Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under “Scope of Services” or “Compensation for Services.”
- E. Contractor shall not be compensated for services provided to a Client outside the authorized service dates identified on said HHSA Authorization.



- F. A copy of the HHSA Authorization shall be included with the invoice containing the service it pertains to and both documents shall be submitted to HHSA at the address indicated in the Article titled "Compensation for Services." Failure to submit a copy of the HHSA Authorization with Contractor's invoice may result in payment being withheld until said Authorization is submitted.

**Invoices:**

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as a declaration that its contents have been reviewed and approved by Contractor. Photocopied or faxed invoices are not acceptable. Invoices with "white-out" types of corrections will not be accepted. HHSA Authorizations or other written authorizations for services shall be attached to invoices. Only the name(s) of Clients listed on the HHSA Authorization shall be listed on the invoice. Contractor shall ensure that only billing information is included on the invoice. Information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice.

Each invoice shall contain all of the following data:

- A. Contractor name, address, and phone number.
- B. Service date(s) and number of Units of Service per service date.
  - 1. Multiple Units of Service: Contractor shall ensure that said invoice clearly documents the date and type of each Unit of Service.
- C. Client name(s).
  - 1. The name of each Client present for each individual service covered by the HHSA Authorization.
  - 2. The names of HHSA Clients covered by the HHSA Authorization being seen at the same time for each "group" type of therapy including but not limited to Group Therapy or Family Therapy.
  - 3. For Court Meeting services, Contractor shall include a list of the names of their clients whose cases were discussed or, for Court cancelled meetings as described in the above service / rate table, scheduled to be discussed during said Court Meeting.
- D. Type of service(s) provided.
- E. Agreement rate for each service provided.
  - 1. All fee(s) charged to County shall be in accordance with the rates as set forth in this Agreement.
- F. Total amount billed to the County of El Dorado under the subject invoice.

Contractor is required to submit monthly invoices with a copy of the Authorization, no later than thirty (30) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides Client services in accordance with "Scope of Services." Failure to submit invoices and Authorizations by the 30<sup>th</sup> of the month following the end of a service month shall result in payment(s) being withheld until the appropriate documents are received by staff. Receipt by HHSA of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.



Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>For Service(s) Authorized by West Slope HHSA Staff, Please Send Invoices to:</i>	<i>For Service(s) Authorized by East Slope HHSA Staff, Please Send Invoices to:</i>
County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3368 Lake Tahoe Blvd. 100 South Lake Tahoe, CA 96150-7915

For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of all valid invoice(s) identifying services rendered.

#### **ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$187,712.00 for all of the stated services during the term of the Agreement.

#### **ARTICLE XXVII**

**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 and Human Services Agency  
3057 Briw Road  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent



Notices to Contractor shall be addressed as follows:

COMMUNITY RECOVERY RESOURCES  
180 Sierra College Drive  
Grass Valley, CA 95945  
ATTN: CEO, or Successor

or to such other location as the Contractor directs.

#### **ARTICLE XXIX**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. 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.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. 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.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. Contractor shall give County at least 30 days notice before the insurance is set to expire or before contractor cancels or replaces and/or amends Contractor's coverage. In the event that Contractor's insurance is proposed to be cancelled by the insurer, Contractor agrees to notify County with in five (5) working days of receiving notice or proposed cancellation. Failure to maintain insurance as identified above shall be considered a material breach, and County may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event. 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.
- H. The certificate of insurance must include the following provisions stating that the County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. 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 in excess of the Contractor's insurance and shall not contribute with it.

- J. 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.
- K. 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.
- L. 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.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. 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.
- O. 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 protection of the County.

#### **ARTICLE XXXVIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement for Employment Services/Welfare-to-Work is Mabelle Rae, Program Manager, or successor. The County Officer or employee with responsibility for administering this Agreement for Child Protective Services is Leslie Griffith, Deputy Director, or successor.

**Article VIII – Medi-Cal Screening is hereby removed and replaced in its entirety as follows:**

#### **Article VIII**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

**Article XLVI is hereby added as follows:**

#### **ARTICLE XLVI**

**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





Except as herein amended, all other parts and sections of that Agreement #194-S1511 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Machelle Rae Dated: 6/1/16  
Machelle Rae,  
Program Manager, Employment Services/Welfare-to-Work  
Health and Human Services Agency

By: Leslie Griffith Dated: 6/1/16  
Leslie Griffith,  
Deputy Director, Child Protective Services  
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Alexis Zan Dated: 6.2.16  
Don Ashton, M.P.A.  
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 #194-S1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 7/19/16

By:   
Ron Mikulaco, Chair  
Board of Supervisors  
"County"

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

By:   
Deputy Clerk

Dated: 7/19/16

-- CONTRACTOR --

COMMUNITY RECOVERY RESOURCES  
A CALIFORNIA CORPORATION

By:   
Warren Daniels, CEO  
"Contractor"

Dated: 6/8/16

By:   
Corporate Secretary

Dated: 6/3/2016

hl



**County of El Dorado  
Health and Human Services Agency  
Monthly Client Progress Report**

Provider's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Client's Name: \_\_\_\_\_

Social Worker's Name: \_\_\_\_\_

**Dates of sessions since last report (please indicate no shows by writing "N/A" next to the date):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Assessment, goals, and treatment plan:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Progress since last report:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please complete a progress report on each client referred by the County of El Dorado Health and Human Services Agency-Social Services Division on a monthly basis and send the report to the appropriate office listed below:

West Slope Vendors, send report to:	East Slope Vendors, send report to:
County of El Dorado Health and Human Services ATTN: Contracts Administrator 3057 Briw Road Placerville, CA 95667	County of El Dorado Health and Human Services ATTN: Contracts Administrator 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150

\_\_\_\_\_  
Provider's Signature

\_\_\_\_\_  
Date