

AGREEMENT FOR SERVICES

#623-PHD0607

with

SIERRA RECOVERY CENTER

regarding

ALCOHOL/DRUG TREATMENT SERVICES

SUBSTANCE ABUSE AND CRIME PREVENTION ACT OF 2000

and

SUBSTANCE ABUSE TREATMENT AND TESTING ACCOUNTABILITY ACT

Amendment II

THIS AMENDMENT to that AGREEMENT, made and entered into on July 17, 2007 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sierra Recovery Center, a California Nonprofit Public Benefit Corporation qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 1137 Emerald Bay Road, South Lake Tahoe, CA 96150 (hereinafter referred to as "Contractor");

WITNESSETH

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

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

WHEREAS, County has adopted a new standardized rate structure for those services, which it would like incorporated into that Agreement; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provisions of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I Scope of Services, section B, subsection 11 shall be amended to read as follows:

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

ARTICLE II Term shall be amended to read as follows:

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

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

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

SACPA Proposition 36 Treatment Services Obligation:

FY 07/08 Funds	\$85,000.00
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SATTA Drug Testing Funds Obligation:

FFY 06/07 Funds (Must be expended by June 30, 2008)	\$5,613.00
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FFY 07/08 Funds (available October 1, 2007 through June 30, 2008)	<u>\$4,826.00</u>
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Total Provisional Amount of this Agreement:	\$95,439.00
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Total Not to Exceed Amount of this Agreement:	\$99,000.00
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The Total Provisional Amount of this Agreement is the maximum amount to which Contractor is entitled by County without a written formal request by Contractor to County to increase that amount, which must be approved and authorized in writing by the Administrator, up to but not to exceed the Total Not to Exceed Amount of this Agreement. The Total Not to Exceed Amount of this Agreement

is the maximum amount the Administrator is authorized by County to make available to Contractor for services provided under this Agreement. The Administrator may increase or decrease the Total Provisional Amount of this Agreement, and may revise the component amounts of the Total Provisional Amount of this Agreement, as detailed in the grant and/or fund obligations above, up to but not to exceed the Total Not to Exceed Amount of this Agreement, by written notice to Contractor. County shall not be obligated to pay Contractor for any amount above the established Total Provisional Amount of this Agreement as shown herein above or as approved and authorized by the Administrator.

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

County shall reimburse Contractor within forty-five (45) days of receipt of original invoices that identify the date of service, period being billed, services performed, client who received services, compensation due for each service, and total compensation due for all services. Items to be charged to Startup Costs shall be identified as such. The aggregate of amounts invoiced in any funding category may not exceed the total maximum obligation in that funding category.

Invoices shall be submitted to County at the Public Health Department, A/D Programs Division, 415 Placerville Drive, Suite R, Placerville, CA 95667.

All invoices to County shall be supported at Contractor's facility by source documentation that substantiates the accuracy, appropriateness, and necessity of services billed. Such documentation may include, but is not limited to: ledgers, books, vouchers, journals, time sheets, payrolls, signed attendance rosters, appointment schedules, client data cards, client payment records, client charts documenting services rendered, client treatment plans, cost allocation schedules, invoices, bank statements, cancelled checks, receipts, and receiving records. County may require Contractor to submit back-up documentation that supports monthly invoices along with any or all invoices. Failure of Contractor to supply requested documentation in support of any invoice may result in denial of payment by County. County shall determine the format and content of monthly invoices and backup documentation, and may modify the format and/or content at any time by giving thirty (30) days advance notice to Contractor.

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

Contractor shall plan for even expenditure of funds provided by this Agreement throughout the term of the Agreement. That is, one twelfth of the Total Provisional Amount of this Agreement shall be budgeted for service delivery each month. To the maximum extent possible, Contractor shall deliver services each month that are commensurate with one twelfth of the total dollar amount available to pay for those services. To ensure that services are available continuously throughout the term of this Agreement, County reserves the right to defer payment of any amount included on a monthly invoice that exceeds one twelfth of the Total Provisional Amount of this Agreement. Further, in the event Contractor expends the entire Total Provisional Amount of this Agreement before the end of the term

DEPARTMENT HEAD CONCURRENCE

By: Gayle Erbe Hamlin
Gayle Erbe-Hamlin, Director
Public Health Department

Date: 1/17/08

CONTRACTOR

By: Betsy Fedor
Betsy Fedor, Executive Director
Sierra Recovery Center
A California 501(c)(3) corporation

Date: 01/22/2008

COUNTY OF EL DORADO

By: _____
Chairman
El Dorado County Board of Supervisors

Date: _____

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk