

AGREEMENT FOR SERVICES #718-PHD0408
AMENDMENT I

This Amendment I to that Agreement for Services #718-PHD0408, 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 EDCA Lifeskills, 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 principle place of business is 893 Spring Street, Placerville, CA 95667; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

WHEREAS, Contractor has been engaged by County to provide alcohol and drug treatment services for clients who qualify to participate in the Program in accordance with Agreement for Services #718-PHD0408, effective July 1, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to modify the Offender Treatment Program Services obligation of this Agreement, hereby amending Article III; and

WHEREAS, the parties hereto have mutually agreed to modify the standard payment rates for required services to conform to the California Alcohol and Drug Program Drug Medi-Cal rates, hereby amending Article III, and replacing original Exhibit D with amended Exhibit D, attached hereto and incorporated herein; and

WHEREAS, the parties hereto have mutually agreed to modify the Administrator of said Agreement, hereby amending Articles XIII and XXV; and

WHEREAS, the parties hereto have mutually agreed to correct the reference to the related exhibit in Article XIX, regarding compliance with HIPAA;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #718-PHD0408 shall be amended a first time as follows:

- I. All references in the original agreement to the County “Public Health Department” or “PHD” shall be deemed to refer to the Public Health Division of the Health Services Department.
- II. Article III shall be amended to read in its entirety as follows:

Article III - Compensation for Services

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

Offender Treatment Program Services Obligation:

FY 2008-09 State Funding	\$27,477.00
FY 2008-09 State Funding decrease	<u>-4,470.00</u>
<i>Subtotal</i>	<i>\$23,007.00</i>
FY 2008-09 additional decrease based upon projected compensation required for service level	\$-13,007.00
TOTAL PROVISIONAL AMOUNT OF THIS AGREEMENT	\$10,000.00
TOTAL NOT TO EXCEED AMOUNT OF THIS AGREEMENT	\$12,000.00

Participation in the County Referral Team, Collaborative Case Management, and Court sessions will be reimbursed at the following fixed rates. The fixed rates payable under this Agreement are as follows:

Attendance at Case Management Conference (per hour)	\$28.00
Attendance at Proposition 36 Drug Court Session (per hour)	\$28.00
Attendance at County Referral Team (per hour)	\$28.00

The Total Provisional Amount of this Agreement is the maximum amount to which Contractor is entitled by County; however, Contractor may submit a written formal request to County to increase that amount and County will consider that request. The Health Services Department Director in his or her discretion, and depending upon funding availability, 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 funding 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 in writing by the Health Services Department Director.

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 the service delivery each month. To the maximum extent possible, Contractor shall deliver services each month that are commensurate with one twelfth of the total dollar amount available to pay for those services. To ensure that services are available continuously throughout the term of this Agreement, County reserves the right to defer payment of any amount included on a monthly invoice that exceeds one twelfth of the Total Provisional Amount of this Agreement. Further, in the event Contractor expends the entire Total Provisional Amount of this Agreement before the end of the term of the Agreement, and County has not previously deferred payment, the County offers no assurance that any additional amounts will be made available.

Standardized Service Definitions – Exhibit D (amended)

Billing rates for services performed during the month following execution of this Amendment I and all subsequent months 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 D, attached hereto and made a part hereof, regardless of the type of funding used for such services, as set forth in Article III 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.

Compensation Method

County shall pay Contractor for not more than the actual cost of services performed, less any revenues actually received from client fees, insurance, and/or other third party payers, provided that:

- All services provided shall be billed at the units of measure defined in Exhibit C attached herein, at the maximum rates as specified in Article III above.
- The total payments shall not exceed the County's Total Maximum Obligation, by funding type, as set forth in Article III of this Agreement.
- Invoices shall be submitted to County at the Health Services Department – Public Health Division, Alcohol & Drug Program, 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 charges, 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.

- All Contractor costs must be allowable pursuant to applicable State and Federal laws, regulations, policies and procedures, as set forth in Article I.
- Costs shall be reconciled annually in the cost report, as detailed in Article IX of this Agreement.
- 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.

III. Exhibit D shall be amended and replaced with new Exhibit D attached hereto and incorporated herein.

IV. Article XIII shall be amended to read in its entirety as follows:

Article XIII Notices

All notices given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid. For purposes of this Agreement, any notice provided by County shall be given by Health Services Department Director. Notices to County from Contractor, and to Contractor from County shall be in duplicate and addressed as follows:

Notices to County shall be in duplicate and addressed as follows:

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

Notices to Contractor shall be in duplicate and addressed as follows

**EDCA LIFESKILLS
893 SPRING STREET
PLACERVILLE, CA 95667
ATTN: DAVID DEL RIO, EXECUTIVE DIRECTOR**

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #718-PHD0408 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Ron Briggs, Chairman
Board of Supervisors
"County"

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

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

EDCA LIFESKILLS

By: _____

David Del Rio, Executive Director
EDCA Lifeskills
A California 501 (c) (3) Corporation