

THIRD AMENDMENT TO AGREEMENT

Tulare County Agreement Number 21962 is amended on _____, between the COUNTY OF TULARE, hereinafter referred to as "COUNTY" and TULARE COUNTY ALCOHOLISM COUNCIL, INC., hereinafter referred to as 'CONTRACTOR' with reference to the following:

A. The COUNTY and CONTRACTOR entered into Agreement No. 21962 for the purpose of maintaining a program for the prevention and/or treatment of alcohol and other drug related problems for the Tulare County area.

B. The COUNTY and CONTRACTOR agree to amend Agreement No. 21962 on March 1, 2005 to increase Prop 36 funding, due to an increase in Prop 36 referrals.

C. The COUNTY and CONTRACTOR agreed to amend Agreement No. 21962 on June 21, 2005 to extend the expiration date another year, update compensation listed in Exhibit "B," and update budget information listed in Exhibit "D."

D. The COUNTY and CONTRACTOR agree to amend Agreement No. 21962 to extend the expiration date to June 30, 2007, update Exhibit "B," entitled Compensation, and update Exhibit "D," entitled Revenue and Budget.

E. This amendment shall become effective July 1, 2006.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2006 paragraph 1 entitled Term in the original Agreement is hereby revised to identify the new termination date of June 30, 2007.

II. Effective July 1, 2006 Exhibit "B" entitled Compensation is substituted in its entirety with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2006 Exhibit "D" entitled Revenue Budget is substituted in its entirety with the attached Exhibit "D," which Exhibit is made a part of this Agreement by reference.

IV. Except as provided above, all other terms and conditions of Agreement No. 21962 shall remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____

BY _____
Chairman, Board of Supervisors
"County"

ATTEST: C. BRIAN HADDIX
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

TULARE COUNTY
ALCOHOLISM COUNCIL, INC.

Date: 7-7-06

By: [Signature]
Title: Chairman

Date: 7-6-06

By: [Signature]
Title: Executive Director

Corporation Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By: [Signature]
Deputy County Counsel

Date: 6/28/06

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EXHIBIT B
COMPENSATION

MOTHERING HEIGHTS
(a program of Tulare County Alcoholism Council, Inc.)

All clients whose treatment is paid for by COUNTY using funding from the State Department of Alcohol and Drug Programs (ADP) must have received an HHSA authorization through POS (Placement Orientation Services). No payments will be made for client services provided prior to the authorization date. Client data, as required by COUNTY, must be entered into TCOMS (Tulare County Outcomes Measurement System) in order to receive these funds. CONTRACTOR **should** enter all relevant client information into TCOMS at client admission, but it **must** be done no later than five days after admission date.

The maximum reimbursement for this Agreement for fiscal year 2006-2007 will be **TWO HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS (\$228,154.00)** for the A&D program at \$80,679, the Prop 36 program at \$11,475, and the Drug/Medi-Cal (D/MC) program at \$136,000.

Monthly payments of **NINETEEN THOUSAND TWELVE DOLLARS AND EIGHTY-THREE CENTS (\$19,012.83)** will be made by COUNTY for the three (3) combined programs until the end of the first three (3) months of the contract period. Adjustments to monthly payments will be made after each quarter of the contract period based on the prior quarter's actual Units of Service (UOS) provided. However, CONTRACTOR will not be reimbursed for more than the contract maximum.

UOS for a given month will be printed on a preliminary Crystal Enterprises Report (CER) and e-mailed to CONTRACTOR on the first (1st) day of the following month. CONTRACTOR is expected to make any desired changes to the preliminary CER via entries in TCOMS prior to receiving the final CER, which will be automatically e-mailed on the tenth (10th) business day of the same month. Client discrepancies must be resolved with POS before the final CER is sent. Manual changes on the final CER made by CONTRACTOR will be deemed invalid. A "Cover Sheet" containing program cost, services provided by modality, Share Of Cost collected from Prop 36 clients, and payments made by COUNTY (together with year-to-date totals for same) is to be attached to the final CER that is submitted to HHSA at Government Plaza.

For purposes of reimbursement, authorized treatment is defined as follows:

Outpatient

An individual will receive no more than six (6) months of treatment with the following maximums:

- One 30-minute Individual session per week
- Two 90-minute Group sessions per week
- No more than one Group and one Individual session per day

Intensive Outpatient

An individual is to receive six weeks of treatment that includes:

- One 30-minute Individual session per week
- Three hours of Group sessions per day, four times per week

Residential

An individual may receive no more treatment than:

- 3 months, except for Perinatal clients
- 6 months for Perinatal clients

A slight modification to these norms is allowable for Prop 36 clients, wherein the three (3) months (or less) of Residential can be combined with Outpatient for a total of 6 months of treatment.

Additional Services

CONTRACTOR must request an extension to the authorized service definitions by contacting the Placement Orientation Services (POS) Unit before the end of the currently authorized period. Such requests will be reviewed on a case by case basis.

COUNTY does not pay for client Aftercare services.

The State requires that Prop 36 clients must have supplemental services assessed and provided. As applicable to each individual client, these may include literacy training, family counseling, vocational training, etc. It is the responsibility of CONTRACTOR to fulfill this State requirement.

CADDS (California Alcohol & Drug Data System) was replaced by CalOMS (California Outcomes Measurement System) as of January 1, 2006. CalOMS has been incorporated into the Tulare County version called TCOMS, which is the current reporting mechanism.

DATAR (Drug & Alcohol Treatment Access Report) reports are to be submitted directly to the State by CONTRACTOR according to State instructions.

A quarterly report to COUNTY will be required in a format designed by COUNTY and according to COUNTY instructions.

If CONTRACTOR fails to file a quarterly report, enter client information into TCOMS in a timely fashion, and/or comply with any part of this Agreement, COUNTY may withhold future payments. This will not occur unless and until the HHSA Assistant Agency Director of the Mental Health/Alcohol & Drug Programs Department and CONTRACTOR have reviewed the nature of the alleged failure to comply. Such process shall be completed within thirty (30) days after written notification to CONTRACTOR.

Records on each individual recipient of treatment services shall include diagnostic studies, treatment plans, records of client interviews, progress notes, and discharge summaries. CONTRACTOR agrees to comply with State and Federal confidentiality

requirements. However, the confidentiality provisions shall not prevent COUNTY staff from reviewing client records in the performance of their duties. If this Agreement is terminated or not renewed, in whole or in part, the clinical records of all past or current recipients of services of the terminated or non-renewed A&D program(s) shall become the property of COUNTY, although CONTRACTOR shall have access to these records.

No Tulare County resident will be refused services because of an inability to pay. When an inability to pay all or a portion of treatment costs is present, the individual or anyone else responsible shall be charged by CONTRACTOR accordingly. However, when a person has been determined to have an ability to pay and refuses to do so, then that person may be refused further services.

If Federal or State funding is terminated or reduced below the amounts specified in the State's preliminary allocation letter, or if funding priorities are imposed by the State, the reimbursement amounts may be reduced on a proportionate basis or terminated.

Not later than sixty (60) days following the end of the contract period, unless otherwise instructed in writing, CONTRACTOR shall submit a final Cost Report related to funding described above and prepared in accordance with instructions set forth by the Alcohol & Drug Programs Division Manager or her designee. This will clearly separate the funding and UOS for CONTRACTOR programs financed from A&D, Prop 36, and/or Drug/Medi-Cal (D/MC) monies. Final reconciliation of actual program costs versus funding received by CONTRACTOR shall be made in the Cost Report settlement process. The Cost Report process allows A&D programs a "reasonable" client fee carryover, which must be spent before any other revenue in the following fiscal year. UOS to be reported, as applicable to program, shall be as follows:

RESIDENTIAL

of bed days
(1st but not last day)

INTENSIVE OUTPATIENT

of visit days (duplicated client count)

OUTPATIENT

GROUP

of staff hours used
of sessions held
total attendance (duplicated client count)

INDIVIDUAL

of staff hours used
of sessions held

An annual narrative describing accomplishments, challenges, program effectiveness, and any other pertinent program information shall be submitted with the annual Cost Report.

LINE ITEM ADJUSTMENTS: CONTRACTOR may make changes in any individual line item in the budget submitted, except that D/MC must be kept separate from non-D/MC and Prop 36 must be kept separate from NNA. If changes affecting the contract total of any of these funding sources should become necessary, prior approval

shall be required of the Alcohol & Drug Programs Division Manager and instructions strictly followed regarding the submission of additional paperwork.

FOR PROP 36 CONTRACTS ONLY: Each client's Share of Cost, based on the determination of ability to pay, must be collected by CONTRACTOR, documented in client files, and reported on the annual Prop 36 Cost Report. The collection of client fees or Shares of Cost is the sole responsibility of CONTRACTOR. COUNTY will not reimburse CONTRACTOR for any uncollectible client fees. Client fees are to be used toward the cost of treatment for Prop 36 clients only and are not subject to "carryover" or "rollover." Unused Prop 36 funds must be returned to COUNTY.

FOR D/MC CONTRACTS ONLY: Based upon information obtained from clients, CONTRACTOR shall be responsible for determining if clients are covered by Drug/Medi-Cal (D/MC). Any D/MC monies paid to CONTRACTOR, but not expended by CONTRACTOR, will be returned to COUNTY. Drug/Medi-Cal programs will submit an administrative fee to COUNTY at Cost Report settlement, calculated at 4.5% of actual program costs. Per ADP Bulletin #98-42, due "to the entitlement nature of Drug/Medi-Cal, providers should not be limited by a contract amount." CONTRACTOR must still keep reimbursable costs within the rate caps published by the State. COUNTY will not pay any expenses incurred above rate caps, although all actual costs must be shown on the annual Cost Report.

It is understood that if the State Department of Alcohol and Drug Programs or the Department of Health Services disallows D/MC claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance. CONTRACTOR shall submit a monthly Drug/Medi-Cal claim for services rendered. D/MC claims submitted less than five (5) working days prior to the last day of the month following the month of service shall only be reimbursable to CONTRACTOR subject to payment to COUNTY by the State. CONTRACTOR shall not charge a D/MC client a fee for services other than a share of cost, pursuant to Article 12 (commencing with Section 50651), Chapter 2, Division 3, Title 22, CCR.

**TULARE COUNTY ALCOHOLISM COUNCIL, INC.
REVENUE BUDGET FISCAL YEAR 2006/2007
MOTHERING HEIGHTS**

	INCOME		TOTAL
CONTRACTOR REVENUES			
Carryover Client Fees 2005 - 2006			
Client Fees - Self Pay			
Client Fees - SDI			
Food Stamps	17,000		17,000
AFDC	22,500		22,500
W.I.C.	8,000		8,000
Total Contractor Revenues	47,500		47,500

COUNTY REVENUE			
State D/MC	68,000		68,000
Federal D/MC	68,000		68,000
Prop 36	11,475		11,475
County A&D funds	80,679		80,679
Total County Revenue	228,154		228,154

TOTAL INCOME

275,654

275,654

UNITS OF SERVICE

State D/MC	878
Federal D/MC	877
Prop 36	148
County A&D	1,042

**TULARE COUNTY ALCOHOLISM COUNCIL, INC.
EXPENSE BUDGET FISCAL YEAR 2006/2007
MOTHERING HEIGHTS**

EXPENSES:	FTE	AMOUNT
Salaries:		
Ramona R, Exec Dir	0.11	6,686
Ann H, Admin Ass't	0.11	2,790
Michelle P, Wom Svc Coord	0.33	12,540
Phyllis E, Prog. Coord	1.00	22,050
Victoria P, Recovery Spec	1.00	18,785
Patty F, Recovery Spec	1.00	15,750
Total Salaries	3.55	78,601
Fringe Benefits:		
FICA		4,873
Medi Care		1,140
SUI		2,099
Workers' comp		4,365
Health insurance		16,394
Subtotal		28,871
Retirement		4,010
Total Fringe Benefits		32,881
Operating Expenses:		
Food		30,000
Supplies, Daily		9,500
Supplies, Other		6,685
Utilities		10,000
Telephone		3,000
Mileage		100
Auto Expense		4,000
Office Supplies		5,000
Pharmaceuticals		100
Insurance		4,900
Membership Fees		
Professional Services		24,000
Recreational Expense		950
Educational Expense		950
Repairs and Maintenance		7,000
Rent		20,400
Depreciation		6,347
Interest		130
Staff Training		3,500
Miscellaneous		100
Administration		22,510
Total Operating Expenses		159,172
County Admin Fee		5,000
TOTAL EXPENSES		275,654

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