

SECOND AMENDMENT TO AGREEMENT

Tulare County Agreement Number 21967 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. 21967 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 amended Agreement No. 21967 on June 21, 2005 to extend the agreement another year, update Compensation in Exhibit "B," Revenue Budget for fiscal year 2005-2006, Assurances in Exhibit "E," and Compliance Criteria in Exhibit "F."

C. The COUNTY and CONTRACTOR agree to amend Agreement No. 21967 to extend the term another year, update compensation listed in Exhibit "B," and update the Revenue Budget listed in Exhibit "D."

D. 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. 21967 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: 6-29-06

By: [Signature]

Title: Chairman

Date: 6-29-06

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: 6/22/06

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EXHIBIT B
COMPENSATION

PINE, NEW VISIONS, NEW HEIGHTS
(programs 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 **FIVE HUNDRED FORTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY-THREE DOLLARS (\$547,873.00)** for the four (4) combined A&D programs at \$384,559 and total Prop 36 programs at \$163,314.

Monthly payments of **THIRTY-TWO THOUSAND FORTY-SIX DOLLARS AND FIFTY-EIGHT CENTS (\$32,046.58)** will be made by COUNTY for the combined A&D programs and **THIRTEEN THOUSAND SIX HUNDRED NINE DOLLARS AND FIFTY CENTS (13,609.50)** for all Prop 36 programs added together 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.

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 or to enter client information into TCOMS in a timely fashion or to 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

PINE RECOVERY CENTER, NEW VISIONS
NEW HEIGHTS

	PINE RECOVERY	NEW VISIONS	NEW HEIGHTS		TOTAL
			INTENSIVE	OUTPATIENT	
CONTRACTOR REVENUES					
Carryover Client Fees 2005 - 2006	30,000	36,200	4251	18850	89,301
Client Fees - Self Pay	7,000	1,000	2,600		10,600
Client Fees - SDI	45,000	4,000		5,900	54,900
Food Stamps	20,000	15,000			35,000
Indirect Services	100				100
Westcare	50,000	2,000	3,000	7,000	62,000
Third Party Revenue	1,000				1,000
Share of Cost			400	250	650
Total Contractor Revenues	153,100	58,200	10,251	32,000	253,551

COUNTY REVENUE					
County A&D Funds	82,673	212,964	13,278	75,644	384,559
Prop 36	66,939	19,125	46,350	30,900	163,314
Total County Revenue	149,612	232,089	59,628	106,544	547,873

TOTAL INCOME	302,712	290,289	69,879	138,544	801,424
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UNITS OF SERVICE

	Pine Bed Days	New Visions Bed Days
Prop 36	1,764	366
AOD	2,179	4,079

OUTPATIENT - Prop 36

Groups		Individual	
Program Cost Including Share of Cost	39,070	Program Cost Including Share of Cos	16,780
# Of Staff Hours	2,515	# Of Staff Hours	839
# Of Sessions	1,677	# Of Sessions	1,678
Duplicated Attendance	1,648		
Cost per Unit of Service	\$15.53	Cost per Unit of Service	\$20.00
Share of Cost	\$125.00	Share of Cost	\$125.00

OUTPATIENT - A&D

Groups		Individual	
Program Cost Including Client Fees	52,954	Program Cost Including Client Fees	22,740
# Staff Hours	3,409	# Staff Hours	1,137
# Sessions	2,273	# Sessions	2,274
Duplicated Attendance	4,160		
Cost per Unit of Service	\$15.53	Cost per Unit of Service	\$20.00

WESTCARE

Staff Hours 420 (140 Individual and 280 Group Sessions)

INTENSIVE OUTPATIENT

	Prop 36	A & D
Program Cost Including Share of Cost	46,350	13,278
Duplicate Attendance	1,543	442
Cost Per Unit of Service	\$30.03	\$30.03

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

PINE RECOVERY CENTER, NEW VISIONS & NEW HEIGHTS

Expenses	Pine Recovery			NEW VISIONS		NH IOP		NH OP		Total	
	Init.	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount
Salaries:											
Executive Dir	RR	0.13	8,000	0.12	7,394	0.01	610	0.04	2,736	0.30	18,740
Admin Asst	AH	0.13	3,297	0.12	3,043	0.01	254	0.04	1,014	0.30	7,608
Men's Services Coord.	SC	1.00	37,625								37,625
Rec Spec II	JA	1.00	17,730								17,730
Rec Spec II	RA	1.00	16,540								16,540
Rec Spec II	DA	1.00	15,750								15,750
Women's Services Coord	MP			0.33	12,542						12,542
Prog Coord	DC			1.00	24,315						24,315
Rec Spec II	JB			1.00	21,640						21,640
Rec Spec II	DG			1.00	19,102						19,102
Out Pt. Services Coord	RP					0.30	11,160	0.58	21,665		32,825
Rec Spec II	MH					0.34	7,180	0.66	13,940		21,120
Rec Spec II	TK					0.34	6,126	0.66	11,894		18,020
Rec Spec II	FL					0.34	5,658	0.66	10,982		16,640
Total Salaries		4.26	98,942	3.57	88,036	1.34	30,988	2.64	62,231	0.60	280,197
Fringe Benefits:											
Social Security			6,134		5,458		1,921		3,858		17,371
Medi Care			1,435		1,277		449		902		4,063
SUI			1,752		2,130		1,492		1,778		7,152
Workers Comp			4,451		4,342		1,417		3,729		13,939
Health Insurance			17,644		19,905		4,820		9,360		51,729
Sub-total			31,416		33,112		10,099		19,627		94,254
Retirement			3,788		3,922		1,054		2,046		10,810
Total Fringe Benefits			35,204		37,034		11,153		21,673		105,064
Operating Expenses:											
Food			43,918		30,000		340		660		74,918
Supplies, Daily			8,000		7,000		2,360		2,140		19,500
Supplies, Other			8,000		8,000		1,556		2,300		19,856
Utilities			20,000		14,200		2,448		4,252		40,900
Telephone			4,680		4,000		1,000		1,938		11,618
Mileage			500		1,000		68		132		1,700
Auto Expenses			6,200		9,000		816		1,584		17,600
Office Supplies			5,000		6,000		1,190		2,310		14,500
Pharmaceuticals			50		50						100
Insurance			8,500		8,500		1,530		2,970		21,500
Membership Fees							51		99		150
Professional Services			5,000		16,000		340		660		22,000
Education Supplies			500		1,266		500		820		3,086
Recreational Expense			500		1,119		300		660		2,579
Repairs & Maint			10,000		10,000		444		2,376		22,820
Rent			10,188		14,400						24,588
Depreciation, See Supplement			4,880		4,099		3,876		7,524		20,379
Interest			1,000		1,000		7,194		13,966		23,160
Staff Training			3,724		3,800		680		1,320		9,524
Miscellaneous			100		100		134		66		400
Administration			27,826		25,685		2,911		8,863		65,285
Total Operating Expenses			168,566		165,219		27,738		54,640		416,163
TOTAL EXPENSES			302,712		290,289		69,879		138,544		801,424