

ORIGINAL

AGREEMENT FOR SERVICES #192-S1711 / FENIX #379
AMENDMENT I

Alcohol and Drug Treatment Services

This Amendment I to that Agreement for Services #192-S1711, 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 WellSpace Health, a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501(c)(3) of the Internal Revenue Code of 1986 and a Federally Qualified Health Center, whose principal place of business is 1820 J Street, Sacramento, CA 95811, and whose Agent for Service of Process is Alisdair J. Porteus, 1304 O Street, #336, Sacramento, CA 95816; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide inpatient detoxification, residential alcohol and drug treatment services, counseling services, and substance abuse testing on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency (HHSA), in accordance with Agreement for Services #192-S1711, dated October 11, 2016, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend and add funding from Specialty Mental Health Services, including Mental Health Services Act (MHSA), hereby amending **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services**, **ARTICLE IV – Maximum Obligation**, and **ARTICLE XXVI – Administrator**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #192-S1711 shall be amended a First time as follows:

//

//

//

//

1) Article I is hereby amended in its entirety to read as follows:

ARTICLE I

Scope of Services:

County Responsibilities: County shall be responsible for the assessment of each Client identified as eligible for services pursuant to this Agreement. As applicable, County's Contract Administrator or designee shall complete and submit a "Treatment Authorization Form" (Authorization) attached hereto as Exhibit A-1 and incorporated by reference herein, authorizing services for each Client. The Authorization may be modified as necessary and as agreed to by Contractor and Contract Administrator. In addition, County shall be responsible for the following:

- Annual site inspection to evaluate the work performed or being performed hereunder, including subcontracted supported activities and the premises in which it is being performed.
- Monitoring of invoices and services to verify adherence to the funding requirements.
- Monitoring of program to verify adherence to terms and conditions pursuant to this Agreement.

The parties agree that County may replace Exhibit A-1 with an updated Exhibit A-1 by giving notice in accordance with **ARTICLE XIV – Notice to Parties** to the original Agreement without requiring amendment to this Agreement.

Contractor Responsibilities: Consistent with applicable federal and state laws, Contractor shall provide the personnel and services necessary to provide alcohol and drug program services (service) on an "as requested" basis to clients (Client) referred by the County's Health and Human Services Agency (HHSA), Behavioral Health Division. All services provided pursuant to this Agreement shall be in accordance with the terms and conditions set forth herein. Contractor shall provide a cohesive system for the intervention, assessment, education, and treatment of Clients referred by HHSA.

Contractor agrees to admit, on a priority basis, pregnant individuals, and to advise individuals seeking treatment of these priority admission provisions. Perinatal treatment services shall follow the perinatal program requirements as outlined in the Perinatal Services Network Guidelines 2015, or as may be amended or replaced, promulgated pursuant to 45 CFR 96.137.

Drug Medi-Cal beneficiaries shall not be denied services based upon the beneficiaries' county of residence.

Services may include, but are not limited to the following:

- Withdrawal Management/ Detoxification services
- Drug testing
- Multidisciplinary team meetings
- Residential treatment services
- AB 109 Treatment Services

Additionally, AB 109 Treatment Services shall be provided to only those clients identified by HHSA as eligible for AB 109 Treatment Services. HHSA shall complete an Authorization for AB 109 Treatment Services. Within twenty-one (21) days of initial intake, Contractor shall submit to HHSA, a progress report and a copy of the signed Treatment Plan. Upon request, but no less than monthly, Contractor shall provide further client progress updates utilizing the County-provided progress report format (Exhibit B to the original agreement). In addition, Contractor shall report client progress at Multidisciplinary Team meetings. Contractor shall report to the Multidisciplinary Team when a client successfully completes the drug treatment program within ten (10) days of completion of the program. Contractor shall notify the HHSA Alcohol and Drug Program case manager within ten (10) days of the date Contractor learns of client non-compliance with the program.

Youth treatment services shall follow the "Youth Treatment Guidelines" http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf or as may be amended.

2) Article III is hereby amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

A. Rates: Contractor shall use the County "standardized rate structure," which use the most current California Drug Medi-Cal (DMC) Alcohol and Drug Services Program "Regular DMC" and "Perinatal DMC" rates (collectively, "DMC rates") as its benchmark. All rates are inclusive of preparation and documentation time.

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
<p>Client Progress Reports. Upon Program Coordinator's request and/or no later than thirty (30) days after the end of each service month, Contractor shall provide the Program Coordinator, 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.</p>	<p>No Charge</p>
<p>Court Appearances. Upon subpoena by County, Contractor shall attend court sessions. County shall only pay Contractor for court appearances when County subpoenas Contractor. Contractor shall be paid for court appearances at the DMC rate for Regular DMC individual counseling session for time actually spent at the subpoenaed court session. Contractor shall provide documentation of attendance at Court appearances as backup to invoices. Travel time shall not be included in the reimbursement for these services.</p>	<p>Current DMC Reimbursement Rate (Regular DMC) Outpatient Drug Free Individual Counseling Unit of Service (UOS) Rate</p>
<p>Court Meetings. Upon notification from Court or as</p>	<p>Current DMC Reimbursement Rate</p>

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
<p>Court directs County, and at a rate equivalent to the individual counseling session 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. Contractor shall provide documentation of attendance at Court meetings as backup to invoices. Travel expenses including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.</p>	<p>(Regular DMC) Outpatient Drug Free Individual Counseling UOS Rate.</p>
<p>Court Documents Preparation. Upon written request by County at a rate equivalent to the individual counseling session rate and up to a maximum limit of two (2)-session rates charged per report.</p>	<p>Current DMC Reimbursement Rate (Regular DMC) Outpatient Drug Free Individual Counseling UOS Rate</p>
<p>Multidisciplinary Team Meeting. Upon written request by County and for time actually spent in the meeting. Contractor shall include support documentation in the form of time study attached to any invoice for Multidisciplinary Team Meeting Participation. 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.</p>	<p>Current DMC Reimbursement Rate (Regular DMC) for Outpatient Drug Free Individual Counseling UOS Rate</p>

For the purposes of this Agreement:

- 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 (DHCS) website at the following website address: <http://www.dhcs.ca.gov/>.¹
- 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 State's Budget Act.²

Substance Abuse Testing Service Rates: Contractor shall only bill County for Substance Abuse Testing provided in this Agreement using the below rates. Client(s) admitted to residential

¹ The California Dept. of Health Care Services (<http://www.dhcs.ca.gov>) lists the current Drug Medi-Cal rates. Click on "Forms, Laws, & Publications" and type "Proposed Drug Medi-Cal Rates" in the "Search" bar.

² 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>

treatment or transitional living treatment shall receive drug testing services. The cost of such drug testing services shall be included in Contractor's rate for residential or transitional living treatment services, and shall not be billed separately. All tests shall be sent to the lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days.

SUBSTANCE ABUSE TEST	RATE
Substance Abuse Tests: Urinalysis collection and written analysis of findings. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff. Substance Abuse tests include 4-panel urinalysis and 80 hour EtG.	Urinalysis: \$20.00 per test EtG: \$20.00 per test

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

Residential Services		Rate
Residential Treatment Services	Per Individual Client	\$106.00 per bed day
Withdrawal Management/Detoxification Services: Includes medically monitored detoxification services, individual and group counseling, stress reduction, drug/alcohol information, access to Alcoholics Anonymous and Narcotics Anonymous meetings, exercise, and other community and referred resource services.	Per Individual Client	\$212.02 per bed day

B. Funding Categories: Contractor shall maintain familiarity with Federal and State laws, rules, and regulations pertaining to the services provided under this Agreement, to ensure accurate service charges. Contractor shall submit separate invoices that clearly identify the Funding Category for the service provided. Funding categories include but are not limited to the following:

1. AB 109 Treatment Services: Funding for services provided herein is provided by the 2011 El Dorado Public Safety Realignment Implementation Plan, and is subject to all laws and regulations promulgated under California Assembly Bill (AB) 109, AB 116, AB 117, ABXI 16 and ABXI 17, Statutes of 2011. Contractor shall only use AB 109 funds, and shall not use any other funding sources, to provide services to AB 109 eligible clients. Services may only be provided if County refers a client to Contractor via an Authorization.
2. Drug Court Treatment Services: These services are funded with Local Realignment Revenue. Services may only be provided if County refers a client to Contractor via an Authorization.

3. Alcohol and Other Drug Counseling and Treatment Services (AOD Counseling Services): Services may be provided to clients who may be referred to Contractor by County, or may be a self-referral. There are two funding components to AOD Counseling Services: 1) Drug Medi-Cal and 2) Federal Block Grant Funds.
 - a. 2011 Realignment Drug Medi-Cal: Drug Medi-Cal is a treatment program as defined in Title 22, California Code of Regulations (CCR). Contractor shall bill County in accordance with Title 22 CCR service definitions and utilizing the “County Standardized Rate Structure.” Effective July 1, 2011 Local Realignment Revenues are used to fund DMC services to Drug Medi-Cal clients, including Minor Consent Services.
 - i. Federal Financial Participation (FFP) or Federal match on Drug Medi-Cal: This funding is the Federal share of the Drug Medi-Cal (Medicaid) Program. The match, which varies by year, is usually at or near fifty percent (50%).
 - ii. Drug Medi-Cal Eligibility Accepted as Payment in Full: Except where a share of cost, as defined in 22CCR 50090 is applicable, providers shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered. Providers shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.
 - b. Services under the Alcohol and Other Drug Counseling and Treatment Services category that are not funded by Drug Medi-Cal shall be funded by the Federal Block Grant – Substance Abuse Prevention and Treatment (SAPT): These are Federal funds which are to be used for specific services, and requires an Authorization. Services are as follows:
 - i. SAPT Discretionary: These are Federal block grant funds, which are to be used in a discretionary manner for substance abuse treatment, prevention, and recovery services.
 - ii. SAPT Federal Block Grant Perinatal Set Aside: These funds are for substance abuse services designated for pregnant/postpartum women.
 - iii. SAPT Federal Block Grant Adolescent and Youth Treatment Programs: These funds are for substance abuse services to youth age 12 through 17 years (inclusive), as described in ADP’s Youth Treatment Guidelines (2002).
4. Referrals from Mental Health for Substance Use Disorder Treatment: These services are funded with MHSA funds and may only be provided if County refers a client to Contractor via written Authorization.

Notwithstanding the foregoing, Federal Block Grants Management Guidelines require Contractor to ensure that Federal Block Grant funds are the “payment of last resort” for Alcohol and Other Drug Treatment Services subsidized under this Agreement. For that reason, Contractor shall comply with the following guidelines with regard to charges for services, including the establishment of a sliding scale fee schedule. The sole purpose of the sliding scale is for use in billing clients for Alcohol and Other Drug Counseling Treatment Services.

- **Client Fees:** Contractor may charge a fee to clients for whom services are provided pursuant to this Agreement, assessing ability to pay based on individual expenses in relation to income, assets, estates, and responsible relatives. Client fees shall be based upon the person’s ability to pay for services, but shall not exceed the actual cost of service provided.

No person shall be denied services because of inability to pay. Determination of fees shall be established in accordance with a fee scale developed by Contractor, approved by the Contract Administrator (Exhibit C to the original Agreement).

- Client Financial Assessment: Contractor shall certify all clients whose alcohol and drug treatment services are subsidized under this Agreement as unable to pay the amount charged to this Agreement. The certification of each client who is unable to pay shall be documented in writing on a Client Financial Assessment Form, which is developed by Contractor and approved by Contract Administrator. This completed document shall be maintained by the Contractor in the client's file.

In addition, Contractor must demonstrate that Contractor cannot collect at the "County Standardized Rate" from an insurance carrier or other benefit program, including but not limited to (1) the Social Security Act, including Title 19 CCR and Title 22 CCR programs, (2) any State compensation program, and (3) any other public assistance program for medical expenses, any grant program, or any other benefit program. Thereafter, Contractor may bill County for Alcohol and Other Drug Counseling Treatment Services using the County Standardized Rate Structure as in the Article titled, "Compensation for Services," herein for any amount equal to the difference between the "County Standardized Rate" and the amount received by Contractor from a separate funding source.

Unspent funding may be carried forward from fiscal year to fiscal year, for the term of this Agreement, unless otherwise re-allocated by County in accordance with the Article titled "Changes to Agreement." County shall provide written approval to Contractor to carry over unspent funding.

- C. Invoices: Contractor shall submit an original invoice that shall contain all of the following data:
1. All services provided shall be billed at no more than the units of measure defined in the Article titled "Compensation for Services."
 2. 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, time sheets, payrolls, signed attendance rosters, client data cards, and cost allocation schedules. County may require Contractor to submit backup 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.
 3. All Contractor costs must be allowable pursuant to applicable Federal and State laws, regulations, policies and procedures, as set forth herein.

County shall not pay for any invoices that have not been approved in writing by the Contract Administrator or designee, incomplete services, "no show" cancellations, telephone calls or for the preparation of progress reports. 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. Invoices with "white-out" types of corrections shall not be accepted.

Contractor is strongly advised to submit monthly invoices along with written authorizations, as applicable, to perform invoiced services, to HHSA no later than fifteen (15) 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 the Article titled "Scope of Services." Failure to submit invoices by the 15th of the month following the end of a service month, failure to attach signed written authorization(s) as applicable to perform the invoiced service(s) or failure to submit all reports required hereunder shall result in a significant delay in reimbursement. 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:

Invoices County of El Dorado Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Fiscal Unit

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.

- a. For the period **July 1st through April 30th** of this Agreement: Supplemental invoices for additional services as defined in the Article titled "Scope of Services" received after the second Monday in May, shall be neither accepted nor paid by the County.
- b. For the period **May 1st through June 30th** of this Agreement: Any supplemental invoices for additional services as defined in the Article titled "Scope of Services" received after the second Monday in July, shall be neither accepted nor paid by the County.

D. Payment: County shall pay Contractor monthly in arrears. Monthly payments are standardized payments only, and subject to final settlement in accordance with the Article titled "Cost Report" in this Agreement for Services. County shall pay Contractor for the actual costs of providing service, less any revenues actually received from client fees, insurance, and/or other third party payers, provided that:

1. If Contractor is a Drug Medi-Cal certified facility, Drug Medi-Cal services shall be billed to County by unit of service at an amount not exceeding the rates specified in the Article titled "Compensation for Services." The total payments shall not exceed the maximum obligation, as set forth herein.
 - a. All Contractor costs must be allowable pursuant to applicable State and Federal laws, regulations, policies and procedures, as set forth herein.
 - b. Costs shall be reconciled annually in the cost report, as detailed in the Article titled "Cost Report" of this Agreement. The cost report settlement is the process that determines whether standardized rates were an accurate representation of actual costs.

- c. Settlement based on Cost Report findings shall pertain to Drug Medi-Cal only.
- 2. Payment Withholding: Administrator may withhold or delay any payment if Contractor fails to comply with any provisions of this Agreement. In addition, as a means to ensure continuous operation of Contractor's facility, County may defer payments as described in the section titled "Continuous Operation" of this Agreement.

3) Article IV is hereby amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum obligation under this Agreement shall not exceed \$325,000.00 for all of the stated services during the term of this Agreement and shall break down as follows:

Substance Use Disorder Services: Contractual obligation under this Agreement shall not exceed \$160,000 for all of the stated services during the term of the Agreement.

Referrals from Mental Health for Substance Use Disorder Treatment Services: Contractual obligation under this Agreement shall not exceed \$165,000 for all of the stated services during the term of the Agreement.

4) Article XXVI is hereby amended in its entirety to read as follows:

ARTICLE XXVI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Salina Drennan, Substance Use Disorder Services Program Manager, or successor.

Except as herein amended, all other parts and sections of that Agreement #192-S1711 shall remain unchanged and in full force and effect.

//

//

//

//

//

//

//

//

Requesting Contract Administrator Concurrence:

By: Salina Drennan
Salina Drennan
Substance Use Disorder Services Program Manager
Health and Human Services Agency

Dated: 3-7-2019

Requesting Department Head Concurrence:

By: Don Semon
Don Semon
Director
Health and Human Services Agency

Dated: 3-11-19

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #192-S1711 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 3/12/19

By: 
Chair
Board of Supervisors
"County"

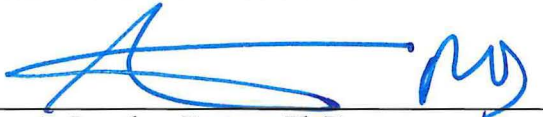
ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 3/12/19

-- CONTRACTOR --

WELLSPACE HEALTH
A CALIFORNIA CORPORATION

By: 
A. Jonathan Porteus, Ph.D.
CEO
"Contractor"

Dated: 3/7/19