

AGREEMENT FOR SERVICES #710-PHD0308
AMENDMENT I

This Amendment I to that Agreement for Services #710-PHD0308, 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 New Morning Youth & Family Services, Inc., 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 6765 Green Valley Road, Placerville, CA 95667; (hereinafter referred to as "Contractor");

W I T N E S S E T H

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 other drug treatment services, in accordance with Agreement for Services #710-PHD0308, dated July 1, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to modify the *Administrator* and *Notice to Parties* of said Agreement, hereby amending Articles 2.1 and 2.2; 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 Articles 3.3 and 3.4, and replacing the original Exhibit B with the amended Exhibit B, attached hereto and incorporated herein; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #710-PHD0308 shall be amended a first time as follows:

- I. All references in the original agreement to the County “Health Services Department” or “PHD” shall be deemed to refer to the Public Health Division of the Health Services Department.
- II. Article 2.1 shall be amended in its entirety to read as follows:

Article 2.1 Administrator

The County Officer or employee with responsibility for administering this Agreement is Shirley White, Alcohol and Drug Program Manager, El Dorado County Health Services Department or successor, hereinafter referred to as Administrator.

- III. Article 2.2 shall be amended in its entirety to read as follows:

Article 2.2 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 and return receipt requested. For purposes of this Agreement, any notice provided by County shall be given by the Health Services Department Director. Notices to County from Contractor, and to Contractor from County shall be in duplicate and addressed as follows:

To COUNTY:

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

Or such other location as County directs.

To CONTRACTOR:

**NEW MORNING YOUTH & FAMILY SERVICES, INC.
6765 GREEN VALLEY ROAD
PLACERVILLE, CA 95667
ATTN: DAVID ASHBY, EXECUTIVE DIRECTOR**

Or such other location as Contractor directs

IV. Article 3.2 shall be amended in its entirety to read as follows:

Article 3.2 Amount of Funding

The total maximum obligation of County for services provided under this Agreement is set forth below, by funding type.

Maximum FFY 06/07 Block Grant Obligation to be expended by June 30, 2009

SAPT Federal Block Grant Discretionary (includes HEARTS)	FY 07/08	\$16,890.00
SAPT Federal Block Grant Youth Treatment	FY 07/08	\$935.00
<i>Total Maximum FFY 07/08 Block Grant Obligation of This Agreement</i>		<u>\$17,825.00</u>

Maximum FFY 08/09 Block Grant Obligation to be expended by June 30, 2009

SAPT Federal Block Grant Discretionary (includes HEARTS)	FY 08/09	\$49,000.00
SAPT Federal Block Grant Youth Treatment	FY 08/09	\$2,446.00
<i>Total Maximum FFY 08/09 Block Grant Obligation of This Agreement</i>		<u>\$51,446.00</u>

Total Maximum SAPT Block Grant Obligation of This Agreement **\$69,271.00**

Maximum State General Fund Obligation

State General Fund Discretionary	FY 08/09	\$3,101.00
Perinatal State General Fund Discretionary	FY 08/09	\$0.00
<i>Total Maximum State General Fund Obligation Of This Agreement</i>		<u>\$3,101.00</u>

Maximum Drug Medi-Cal Obligation

Total Maximum Combined SGF & (Federal Financial Participation) FFP Drug Medi-Cal Obligation Of This Agreement **\$4,992.00**

TOTAL PROVISIONAL AMOUNT OF THIS AGREEMENT	\$77,364.00
TOTAL NOT TO EXCEED AMOUNT OF THIS AGREEMENT	\$85,000.00

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 Administrator 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.

At County's discretion, additional Drug Medi-Cal funds may be paid to Contractor as reimbursement for allowable Drug Medi-Cal services if Contractor's maximum funding amount under this Agreement has been exhausted and sufficient Drug Medi-Cal funds remain in County's Drug Medi-Cal allocation.

Regular Drug Medi-cal services rendered will be paid at approximately 50% from the State portion and 50% from the federal match portion. If services rendered fall under the category of Minor Consent, then reimbursement will be 100% SGF Drug Medi-Cal funding. In any event, payment may be made up to the total combined Drug Medi-Cal Obligation.

Drug Medi-Cal is an entitlement program. This type of program allows the County to provide necessary Drug Medi-Cal services in excess of the original contracted Drug Medi-Cal funding allocated in the State of California, Department of Alcohol & Drug Program Funding Agreement.

V. Article 3.3 shall be amended in its entirety to read as follows:

Article 3.3 Standardized Billing Rates

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 B (amended), attached hereto and made a part hereof, regardless of the type of funding used for such services, as set forth in Article 3.2. 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.

County shall not pay for any services that have not been pre-approved in writing by the Alcohol and Drug Program Manager.

VI. Article 3.4 shall be amended in its entirety to read as follows:

Article 3.4 Compensation Method

3.4.1 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:

3.4.1.1 All services provided shall be billed at the units of measure defined in Exhibit B (amended) attached herein, at the maximum rates as specified in Article 3.3 above.

3.4.1.2 The total payments shall not exceed the County's Total Maximum Obligation, by funding type, as set forth in Article 3.2 of this Agreement.

3.4.1.3 All Contractor costs must be allowable pursuant to applicable State and Federal laws, regulations, policies and procedures, as set forth in Article 6.12.

3.4.1.4 Costs shall be reconciled annually in the cost report, as detailed in Article 3.9 of this Agreement.

3.4.2 County shall compensate Contractor within forty-five (45) days of receipt and approval of invoice by the Administrator. Payment under this Agreement is subject to final settlement in accordance with Article 3.9 of this Agreement.

VII. Exhibit B shall be amended and replaced with new Exhibit B attached hereto and incorporated herein.

Except as herein amended, all other parts and sections of that Agreement #710-PHD0308 shall remain unchanged and in full force and effect.

DEPARTMENT HEAD CONCURRENCE:

By: 
Neda West, Director
Health Services Department

Dated: 2-13-09

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #710-PHD0308 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Ron Briggs, Chairman
Board of Supervisors
"County"

Dated: _____

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

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

NEW MORNING YOUTH AND FAMILY SERVICES

By: David Ashby
David Ashby, Executive Director
A California 501 (c)(3) corporation

Dated: 2/23/09

Standardized Service Definitions
El Dorado County Health Services Department - Public Health Division
Substance Abuse and other Therapeutic Counseling and Treatment Services

Services will be billable based on the specific types of services defined in each agreement.
All rates may not apply within each individual agreement depending on type of service needed and/or availability and criteria of funding source.

SERVICE DEFINITION	RATE
Outpatient Services	
Group Session (1.5 hrs) - A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
Individual Counseling Session (50 minutes) - A face-to-face session between a client and a therapist or counselor.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Perinatal Group Session (1.5 hrs) – <ul style="list-style-type: none"> ○ A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child(ren). ○ Reimbursable only through Perinatal Set-Aside and Perinatal Drug Medi-Cal funding 	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
Perinatal Individual Session (50 minutes) - <ul style="list-style-type: none"> ○ A face-to-face session between a client and a therapist or counselor. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child(ren). ○ Reimbursable only through Perinatal set-aside and Perinatal Drug Medi-Cal funding. 	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate

Day Care Rehabilitative - Substance abuse counseling and rehabilitation services, lasting three or more hours, but less than 24 hours, per day, for three or more days per week.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Day Care Rehabilitative Rate
Individual Assessment (50-60 minutes) - The evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance abuse disorders; the diagnosis of drug abuse disorders; and the assessment of treatment needs to provide medically necessary treatment services.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Intake (50 minutes) - The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Treatment Planning (50 minutes) - Collaborative session between program staff and client to identify problems, goals, action steps, and target dates as components of an individual's prescribed course of substance abuse treatment.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Discharge (50 minutes) - Face-to-face final collaborative session between program staff and client to reinforce newly developed recovery skills and develop a plan to maintain those skills upon conclusion of treatment.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Crisis Intervention (50 minutes) - Face-to-face contact between a program staff person and a client in crisis. Services provided must focus on alleviating the crisis problem. Crisis means an unforeseen event or circumstance which presents an imminent threat of relapse, or actual relapse, to the client.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Case Management (50 minutes) - Activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to 4 episodes per month. Not billable per client.	Current Drug Medi-Cal Reimbursement Rate for Outpatient Drug Free (ODF) Individual Counseling UOS Rate

<p><i>Transitional Housing (per day)</i> -A clean and sober living environment meeting the requirements of the California Association of Recovery Homes voluntary certification process. Clients in transitional housing shall be encouraged to actively seek permanent housing, work toward a high school diploma or GED if they do not possess one, and, if unemployed, begin an intensive job search within 72 hours of entering transitional housing.</p>	17.50 (per day)
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Inpatient Services	
<p><i>Residential Treatment (per bed day)</i> -</p> <ul style="list-style-type: none"> • The actual rate will be negotiated between the purchaser and the vendor. • The delivery of services to males and females in an inpatient setting. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA. 	92.00 per day
<p><i>Residential Perinatal Treatment (per bed day)</i> -The delivery of services to females who are pregnant or who have children age 17 or under, including women who are attempting to regain legal custody of their child(ren). Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.</p>	Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Alcohol and Drug Services) Perinatal Residential Treatment
<p><i>Residential Perinatal Drug Medi-Cal (room and board per bed day)</i> - Eligible clients must meet Title 22 Drug Medi-Cal requirements and program must be Drug Medi-Cal certified. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.</p>	17.00 per day