

**AGREEMENT FOR SERVICES #047-S1310
AMENDMENT II**

This Amendment II to that Agreement for Services #047-S1310, 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 and Family Services, Inc., 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) commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667 (hereinafter referred to as "Contractor") and whose Agent for Service of Process is George Nielsen, 730 Main Street, Placerville, CA 95667.

RECITALS

WHEREAS, Contractor has been engaged by County to provide Alcohol and Drug Program counseling, prevention and treatment or other services 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 #047-S1310, dated August 14, 2012, and Amendment I to that Agreement dated September 10, 2013, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of this Agreement, thereby amending **Article III - Term**; to increase the not-to-exceed amount of the original Agreement, thereby amending **Article IV – Compensation** for services; to add **Article LXXI – Taxes**, and to renumber **Article LXXI – Entire Agreement** to accommodate the insertion of the aforementioned Article;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #047-S1310 shall be amended a second time as follows:

- 1) Article III shall be amended in its entirety to read as follows:

ARTICLE III

Term: This Agreement shall cover the period July 1, 2012 through June 30, 2015, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Articles titled, "Fiscal Considerations" or "Default, Termination, and Cancellation."

- 2) Article IV shall be amended in its entirety to read as follows:

Article IV

Compensation for Services:

- A. Rates: All three categories of treatment services defined under the Article titled "Scope of Services" billed to County shall use the "County Standardized Rate Structure" below, which shall 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 and as set forth in the chart listed below.

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, attached hereto as Exhibit A and incorporated by reference herein, the sole purpose of which is for use in billing clients for Alcohol and Other Drug Counseling Treatment Services.

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 under paragraph A herein any amount equal to the difference between the “County Standardized Rate” and the amount received by Contractor from a separate funding source.

All rates as noted in the County Standardized Rate table herein are inclusive of preparation and documentation time.

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
<p>Client Progress Reports. No later than (30) days after the end of each second 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 Drug Medi-Cal Reimbursement Rate for (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Court Meetings. Upon notification from Court or as 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</p>	<p>Current Drug Medi-Cal Reimbursement Rate for (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate.</p>

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.	
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.	Current Drug Medi-Cal Reimbursement Rate for (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Family Therapy Session. 90 minutes per session upon written request by County and wherein one (1) or more therapists or counselors treat no more than twelve (12) family members at the same time.	Current Drug Medi-Cal Reimbursement Rate for (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate per client
Group Counseling Session. 90 minutes per session and per group therapy participant upon written request by County and wherein one (1) or more therapists or counselors treat no less than three (3) and no more than twelve (12) group therapy participants at the same time.	Current Drug Medi-Cal Reimbursement Rate for (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate
Health Education Addiction Recovery through Self-Responsibility (H.E.A.R.T.S.) Program. Contractor shall provide documentation of attendance at H.E.A.R.T.S. sessions as backup to invoices.	\$28.00 per hour.
Individual Counseling Session. 50-60 minutes per session and per individual upon written request by County.	Current Drug Medi-Cal Reimbursement Rate for (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Juvenile Hall Group Counseling Session. 60 minutes per session and per group therapy participant and wherein one (1) or more therapists or counselors treat no less than three (3) and no more than twelve (12) group therapy participants at the same time. Contractor shall provide documentation of attendance at Juvenile Hall group sessions as backup to invoices.	\$19.59 per session.
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.	Current Drug Medi-Cal Reimbursement Rate for (Regular DMC) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Perinatal Women's Residential Services	Current Drug Medi-Cal Reimbursement Rate for (Perinatal DMC) Perinatal Residential rate per day.
Residential – Men's Residential Services	\$70.00 per bed day
Parenting Women's Residential Services	\$70.00 per bed day
Non-Parenting Women's Residential Services	\$70.00 per bed day
Perinatal Women's Residential Services	\$92.45 per bed day
Transitional Living: Cooperative living arrangements with a requirement to be free from alcohol and other drugs; sometimes referred to as a sober living environment, a	\$20.00 per bed day

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
sober living home, transitional housing, or alcohol and drug free housing.	

SUBSTANCE ABUSE TESTS	RATES
ETG 80 Hour Urine Test. Detects for the presence of alcohol for up to 80 hours after it is consumed. 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.	\$45.00 per test
ETG/UA. Combination package of ETG 80 Hour Urine Test and Instant 5 Panel Urine Test. All tests results – positive and negative - shall be sent to lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days.	\$90.00 per test
Instant 5 Panel Urine Test. On-site test checks for the presence of Amphetamine/Methamphetamine, THC, Cocaine, Opiates, and Benzodiazepines. All test results – positive and negative - shall be sent to lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days.	\$45.00 per test
Instant Alcohol Swab. On-site instant alcohol swab to detect whether or not any alcohol is currently present in Client’s system. This is a presumptive test and is not legally binding.	\$45.00 per test
Instant Oral Saliva Test. On-site test checks for the presence of Amphetamine, Methamphetamine, THC, Cocaine, Opiates, and PCP. All test results – positive and negative - shall be sent to lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days	\$45.00 per test or free if done in conjunction with ETG 80 Hour Urine Test.
Urinalysis. Scheduling and monitoring of random urinalysis collection shall be done on site. All tests shall be sent to the lab for confirmation at no additional cost. Text results shall be received from the lab within approximately five (5) days. 8-Panel Urine test includes testing for presence of alcohol, amphetamines, barbiturates, benzodiazepines, cocaine, opiates, THC (marijuana), and creatinine levels.	\$30.00 per test

1. 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 Drug Medi-Cal (DMC)

reimbursement 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

B. Funding Types: Contractor shall maintain familiarity with Federal and State laws, rules, and regulations in accordance with services provided under this Agreement so that it can correctly charge services described in the Scope of Work to funding types that allow payment for those services:

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 client to Contractor via a Treatment Authorization form.
2. Drug Court Treatment Services: These services are funded with Local Realignment Revenue and shall only be provided if County refers client to Contractor via a Treatment Authorization form.
3. Alcohol and Other Drug Counseling and Treatment Services (AOD Counseling Services): These services are 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. 2012 Realignment Drug Medi-Cal (DMC): Drug Medi-Cal is a treatment program as defined in Title 22, California Code of Regulations. Contractor shall bill County in accordance with Title 22 CCR service definitions and utilizing the “County Standardized Rate Structure” in paragraph A of the Article titled “Compensation for Services.” 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 DMC: 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%).
 - 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 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.

¹ The California ADP Bulletin contains information on the most current DMC rates, which can be found at the CA Dept. of Health Care Services (<http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>). This link will open the “Alcohol and Drug Bulletins and Letters” page. Click on the link titled “Proposed Drug Medi-Cal Rates for Fiscal Year ____” (most current fiscal year) or click on the Exhibit link to open the DMC rate chart.

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://senweb03.senate.ca.gov/focus/budget/default.aspx>.

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).

a) **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, and attached hereto as Exhibit A.

b) **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.

C. **Funding for Service Categories**: 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.

Funding Type	FY 2012-13	FY 2013-14	FY 2014-15	Total
AB 109 Treatment Services	\$0	\$0	\$0	\$0
Behavioral Health Realignment	\$0	\$10,000	\$15,000	\$25,000
Federal Block Grant (“FBG”) – Substance Abuse Prevention and Treatment (“SAPT”) Discretionary	\$59,295	\$60,000	\$80,000	\$199,295
FBG – SAPT Perinatal Set Aside	\$0	\$0	\$0	\$0
FBG – SAPT Adolescent and Youth Treatment	\$0	\$20,000	\$0	\$20,000
Drug Medi-Cal including Federal Financial Participation (“FFP”)	\$15,862	\$25,862	\$40,000	\$81,724
Total	\$75,157	\$115,862	\$135,000	\$326,019

D. Invoices: Contractor shall submit an original invoice referencing this Agreement #047-S1310 that shall contain all of the following data:

- All services provided shall be billed at no more than the units of measure defined in the “County Standardized Rate Structure” under the Article titled “Compensation for Services” paragraph A above.
- 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 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.

- All Contractor costs must be allowable pursuant to applicable Federal and State laws, regulations, policies and procedures, as set forth herein.
1. 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.
 2. 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 “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.
 3. Invoice / remittance to be sent as follows:

Invoices	Remittance
County of El Dorado Health and Human Services Agency 3057 Briw Road Placerville, CA 95667 Attn: Fiscal Unit	New Morning Youth and Family Services, Inc. 6765 Green Valley Road Placerville, CA 95667 Attn: Accounts Receivable

4. **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 May 10th, 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 July 10th shall be neither accepted nor paid by the County.
- E. **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” of this Agreement.
1. 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:
 2. 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,” paragraph A, “County Standardized Rate Structure.” The total payments shall not exceed HHSA’s Total Maximum Obligation, by funding type, 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.
3. 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 Article titled "Continuous Operation" of this Agreement.

3) Article LXXI – Taxes shall be added, and Article LXXI – Entire Agreement shall be renumbered as follows:

ARTICLE LXXI


Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE LXXII


Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Except as herein amended, all other parts and sections of that Agreement #047-S1310 and any amendments thereto shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 1-24-14
 Shirley White, Program Manager
 Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:


By:  Dated: Jan. 27, 2014
 Don Ashton, M.P.A., Director
 Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #047-S1310 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 3/11/14

By: 
Norma Santiago, Chair
Board of Supervisors
"County"

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

By: 
Deputy Clerk

Dated: 2/11/14

-- CONTRACTOR --

NEW MORNING YOUTH AND FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION

By: 
David Ashby, Executive Director
"Contractor"

Dated: 1/31/14

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