

AGREEMENT FOR SERVICES

#519-PHD0506

with

PROGRESS HOUSE, INC.

regarding

ALCOHOL AND DRUG TREATMENT SERVICES

Amendment I

THIS AMENDMENT to that AGREEMENT made and entered into on July 11, 2006 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Progress House, 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 principal place of business is 2914 "B" Cold Springs Road (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, COUNTY desires to increase the allocation for Perinatal Drug Medi-Cal supporting the provision of alcohol and other drug treatment services described in that Agreement; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provisions of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

SECTION 3. FISCAL PROVISIONS, Article 3.2 Amount of Funding shall be amended to read as follows:

Maximum FFY 05/06 Block Grant Obligation to be expended by June 30, 2007

SAPT Federal Block Grant Discretionary (includes HEARTS)	FFY 05/06	\$25,335.00
SAPT Federal Block Grant HIV Set Aside	FFY 05/06	\$1,000.00
SAPT Federal Block Grant Perinatal Set Aside	FFY 05/06	<u>\$11,429.00</u>
<i>Total Maximum FFY 05/06 Block Grant Obligation of This Agreement</i>		\$37,764.00

Maximum FFY 06/07 Block Grant Obligation which may be carried over to County FY 07/08

SAPT Federal Block Grant Discretionary (includes HEARTS)	FY 06/07	\$81,386.00
SAPT Federal Block Grant HIV Set Aside	FY 06/07	\$3,000.00
SAPT Federal Block Grant Perinatal Set Aside	FY 06/07	<u>\$25,005.00</u>
<i>Total Maximum FFY 06/07 Block Grant Obligation of This Agreement</i>		\$109,391.00

Total Maximum SAPT Block Grant Obligation of This Agreement \$147,155.00

Maximum State General Fund Obligation

State General Fund Discretionary	FY 06/07	\$0.00
Perinatal State General Fund Discretionary	FY 06/07	<u>\$19,811.00</u>
<i>Total Maximum State General Fund Obligation Of This Agreement</i>		\$19,811.00

~~**Maximum Drug Medi-Cal Obligation**~~

State General Fund Drug Medi-Cal	FY 06/07	\$34,361
Estimated Federal Match to SGF Drug Medi-Cal	FY 06/07	34,361
Perinatal State General Fund Drug Medi-Cal	FY 06/07	116,595
Estimated Federal Match to Perinatal SGF Drug Medi-Cal	FY 06/07	116,595
<i>Total Maximum Drug Medi-Cal Obligation Of This Agreement*</i>		<u>\$301,912</u>

Maximum Drug Medi-Cal Obligation

Total Maximum Combined SGF & FFP Drug Medi-Cal Obligation Of This Agreement \$68,722.00

Maximum Perinatal Drug Medi-Cal Obligation

Total Maximum Combined SGF & FFP Drug Medi-Cal Obligation Of This Agreement \$343,916.00

TOTAL FY 06/07 CONTRACT AMOUNT **\$468,878.00**

\$579,604.00

~~*At the County's discretion additional Drug Medi-Cal funds may be paid to Contractor as reimbursement for allowable Drug Medi-Cal services if Contractor maximum funding amount has been exhausted but there are still Drug Medi-Cal funds remaining in the total El Dorado County~~

~~Drug Medi-Cal allocation which are sufficient to cover the services rendered.~~

~~*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 Funding Agreement. Therefore, the Maximum Drug Medi-Cal Obligation of this Agreement may exceed the total amount stated herein. County must first expend all Drug Medi-Cal funds allocated to the County for the fiscal year in question. This may require the County to reallocate funds between contracted Drug Medi-Cal service providers. Once County's allocated Drug Medi-Cal funds are fully expended, if additional allowable Drug Medi-Cal services are provided by any subcontractors (service providers) in excess of their total contracted amounts, a request is submitted to the State for the additional funding. Should the State approve the additional funding, an Amendment to the State Agreement will result, which the County will process and execute. The Public Health Department will then submit a request to the Board of Supervisors for payment of invoices related to Drug Medi-Cal services provided in excess of the amounts stated in the Contractors' contracts with County. This procedure normally takes place after the Contractors' annual Agreements for Services have expired and cannot be amended.*~~

Regular Drug Medi-cal services rendered will be paid at approximately 50% for the State portion and 50% for 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 will 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.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this amended Agreement remains subject to early termination by County as set forth in the original document.

CONTRACTOR

By: Tom Avey
Tom Avey, Executive Director
Progress House, Inc.
A California 501(c)(3) corporation

Date: 05/18/07

COUNTY OF EL DORADO

By: _____
Helen K. Baumann, Chair
El Dorado County Board of Supervisors

Date: _____

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk