

# **AGREEMENT FOR SERVICES**

*#592-PHD0407*

*with*

**PROGRESS HOUSE, INC.**

*regarding*

**ALCOHOL/DRUG TREATMENT SERVICES**

## **Amendment II**

**THIS AMENDMENT to that AGREEMENT**, made and entered into on June 26, 2007 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, Placerville, CA 95667 (hereinafter referred to as "Contractor");

### **W I T N E S S E T H**

**WHEREAS**, County has determined that it is necessary to extend the term of that Agreement to allow Contractor to continue to provide alcohol and other drug treatment services for an additional six (6) months; and

**WHEREAS**, County has determined that it is necessary to increase the amount of compensation to Contractor for the provision of those services during the extended term of that Agreement; and

**WHEREAS**, County has adopted a new standardized rate structure for those services, which it would like incorporated into 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:

**ARTICLE 2.3 Term** shall be amended to read as follows:

The term of this Agreement is July 1, 2007 through ~~December 31, 2007~~ June 30, 2008. Further, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

**ARTICLE 3.2 Amount of Funding** shall be replaced by the following:

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, 2008

SAPT Federal Block Grant Discretionary (includes HEARTS)	FY 06/07	\$25,335.00
SAPT Federal Block Grant HIV Set Aside	FY 06/07	\$1,000.00
SAPT Federal Block Grant Perinatal Set Aside	FY 06/07	\$8,466.00
<i>Total Maximum FFY 06/07 Block Grant Obligation of This Agreement</i>		<u>\$34,801.00</u>

Maximum FFY 07/08 Block Grant Obligation to be expended by June 30, 2008

SAPT Federal Block Grant Discretionary (includes HEARTS)	FY 07/08	\$81,386.00
SAPT Federal Block Grant HIV Set Aside	FY 07/08	\$0.00
SAPT Federal Block Grant Perinatal Set Aside	FY 07/08	\$25,050.00
<i>Total Maximum FFY 07/08 Block Grant Obligation of This Agreement</i>		<u>\$106,436.00</u>

***Total Maximum SAPT Block Grant Obligation of This Agreement*** **\$141,237.00**

Maximum State General Fund Obligation

State General Fund Discretionary	FY 07/08	\$0.00
Perinatal State General Fund Discretionary	FY 07/08	\$19,900.00
<b><i>Total Maximum State General Fund Obligation Of This Agreement</i></b>		<u><b>\$19,900.00</b></u>

Maximum Drug Medi-Cal Obligation

***Total Maximum Combined SGF & FFP Drug Medi-Cal Obligation Of This Agreement*** **\$74,354.00**

Maximum Perinatal Drug Medi-Cal Obligation

***Total Maximum Combined SGF & FFP Drug Medi-Cal Obligation Of This Agreement*** **\$536,504.00**

**TOTAL PROVISIONAL AMOUNT OF THIS AGREEMENT** **\$771,995.00**

**TOTAL NOT TO EXCEED AMOUNT OF THIS AGREEMENT** **\$850,000.00**

The Total Provisional Amount of this Agreement is the maximum amount to which Contractor is entitled by County without a written formal request by Contractor to County to increase that amount, which must be approved and authorized in writing by the Administrator, up to but not to exceed the Total Not to Exceed Amount of this Agreement. The Total Not to Exceed Amount of this Agreement is the maximum amount the Administrator is authorized by County to make available to Contractor for services provided under this Agreement. The Administrator 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 fund 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 by the Administrator.

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.*

County has accepted services performed by Contractor meeting the description under Section 4, Scope of Work, prior to the effective date of this Agreement. County agrees to compensate Contractor in the amount of \$73,294.00 for such prior services. The total amount of this Agreement, including the amount for services performed during the term described under Article II, and the additional agreed payment of \$73,294.00 for prior accepted services, shall not exceed \$850,000.00.

**ARTICLE 3.3 Provisional Payment Rates** shall be renamed as **ARTICLE 3.3 Standardized Payment Rates** and shall be replaced in its entirety by the following:

The maximum payment rates for services included in Section 4, Scope of Work is detailed in Exhibit B, Standardized Rate Structure.

Any and all references to Provisional Payment Rates herein shall refer to Article 3.3 and shall pertain to the rate schedule detailed in Exhibit B.

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.

#### **DEPARTMENT HEAD CONCURRENCE**

By: \_\_\_\_\_  
Gayle Erbe-Hamlin, Director  
Public Health Department

Date: \_\_\_\_\_

#### **CONTRACTOR**

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

Date: \_\_\_\_\_

#### **COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Helen K. Baumann, Chairman  
El Dorado County Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**  
**Cindy Keck, Clerk**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Deputy Clerk**

**EXHIBIT B**  
**Standardized Rate Structure**  
**El Dorado County Departments of Human Services and Public Health**  
**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.**

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**Outpatient Services**

*Group Session (1.5 hrs)*

- \$31.56
- 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.

*Individual Counseling Session (50 minutes)*

- \$74.79
- A face-to-face session between a client and a therapist or counselor.

*Perinatal Group Session (1.5 hrs)*

- \$63.62
- 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 thru Perinatal Set-Aside and Perinatal Drug Medi-Cal funding

*Perinatal Individual Session (50 minutes)*

- \$106.08
- 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 thru Perinatal set-aside and Perinatal Drug Medi-Cal funding.

*Day Care Rehabilitative*

- \$67.55

- 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.

*Individual Assessment (50-60 minutes)*

- \$74.79
- 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.

*Intake (50 minutes)*

- \$74.79
- The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.

*Treatment Planning (50 minutes)*

- \$74.79
- 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.

*Discharge (50 minutes)*

- \$74.79
- 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.

*Crisis Intervention (50 minutes)*

- \$74.79
- 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.

*Case Management (50 minutes)*

- \$74.79
- 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.

*Transitional Housing (per day)*

- \$17.50
- 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.

## **Inpatient Services**

### *Residential Treatment (per bed day)*

- Not to exceed \$92.00. 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.

### *Residential Perinatal Treatment (per bed day)*

- \$96.81
- 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.

### *Residential Perinatal Drug Medi-Cal (room and board per bed day)*

- \$17.00
- 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.