

**SECOND AMENDMENT TO THE FLAT RATE AGREEMENT WITH
WOMEN'S RECOVERY ASSOCIATION
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS SECOND AMENDMENT is entered into this _____ day of _____, 2005, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and WOMEN'S RECOVERY ASSOCIATION (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on July 27, 2004, the parties hereto entered into a Flat Rate Agreement for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

WHEREAS, on February 4, 2004, the Agreement was amended to reduce CalWORKs Perinatal funding and corresponding services targeted for non-residential treatment services by \$16,000 due to underutilization of these services and increase residential services by the same amount where funds were needed; and

WHEREAS, due to a high demand, additional services were provided by the contractor, and the number of clients, and bed days were increased for CalWORKs residential treatment services and the Second Amendment was delayed due to a lengthy rate negotiation and review process by the Contractor; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement to increase the total obligation by \$61,759 to increase residential services, number of clients, and number of bed days:

NOW, THEREFORE, the Agreement is hereby amended to read as follows:

1. Section 1: **Exhibits and Attachments** is hereby amended to read as follows:
The following Exhibits and Attachments are attached hereto and incorporated by reference herein:

| | |
|--------------------------------|---|
| Exhibit A (Revision 2): | State Negotiated Net Amount (NNA) and CalWORKS Funded Alcohol and Drug Treatment Services and Rates of Payment |
| Exhibit B: | County Funded Alcohol and Drug Treatment Services and Rates of Payment |
| Exhibit C: | Outcome Based Management (OMB) and Budgeting Responsibilities |

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|---------------|-------------------------------|
| Attachment 1: | Compliance with Section 504 |
| Attachment 2: | Fingerprinting Compliance |
| Attachment 3: | HIV/AIDS Services |
| Attachment 4: | Payment Procedures |
| Attachment 5: | Monitoring Procedures |
| Attachment 6: | Program Specific Requirements |
| Attachment 7: | Equal Benefits Compliance |
| Attachment 8: | Additional NNA Requirements |

1. Exhibit A (Revision 1) is hereby deleted.
2. Exhibit A (Revision 2) is attached hereto and incorporated by reference herein and is hereby added to Agreement.
3. Section 3.A. Payment is hereby amended to read as follows:

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall pay for services rendered under this Agreement shall not exceed **EIGHT HUNDRED TWENTY FIVE THOUSAND TWO HUNDRED EIGHTY SEVEN DOLLARS (\$825,287)** for the contract term.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of July 27, 2004 and the First Amendment, be amended as set forth herein.
2. This Second Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement and First Amendment, except for references to audit and fiscal management requirements and any other provisions amended herein, shall be binding on all parties hereto.
4. All provisions of the original Agreement and First Amendment, including all monitoring and evaluation requirements shall be applicable to all amendments herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

By: _____

Richard S. Gordon
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

WOMEN'S RECOVERY ASSOCIATION

Name, Title – Print

EXHIBIT A (Flat Rate Agreement)(Revision 2)
State Negotiated Net Amount (NNA) and CalWORKs Funded
Alcohol and Drug Treatment Services and Payments
WOMEN'S RECOVERY ASSOCIATION
July 1, 2004 through June 30, 2005

Contractor will provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will admit individuals, hereinafter referred to as "program participants" to available alcohol and drug treatment services. All San Mateo County residents will have priority for admission over all other people who are waiting to be admitted to Contractor's State NNA and CalWORKs funded alcohol and drug treatment programs.

I. NNA PERINATAL RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

Contractor's NNA perinatal residential program will comply with all aspects of the most current State of California Alcohol and Drug Programs (ADP) Perinatal Guidelines, and the most current State of California Standards for Drug Treatment Programs as they pertain to the NNA perinatal residential program.

- A. NNA Perinatal Residential Alcohol and Drug Treatment Units of Service
Admit to Contractor's NNA perinatal residential alcohol and drug treatment program a minimum of fourteen (14) program participants. Provide a maximum of two thousand six hundred eight (2,608) days of NNA perinatal residential alcohol and drug treatment services to be allocated by Contractor.
1. Admit to Contractor's NNA perinatal residential alcohol and drug treatment program eight (8) women program participants. These women must be either pregnant substance using, or parenting, with an identified impairment in her ability to care for a child, ages birth through twelve (12) years of age, due to substance use. Contractor will provide a maximum of two thousand six hundred eight (2,608) days of NNA perinatal residential recovery services to be allocated by Contractor.
 2. Admit to Contractor's NNA perinatal residential alcohol and drug treatment program eight (8) program participants who are children of the women admitted to the NNA perinatal residential alcohol and drug treatment program specified above. Provide a maximum of two thousand six hundred eight (2,608) days of NNA perinatal residential alcohol and drug treatment services to be allocated by Contractor.

B. NNA Perinatal Residential Alcohol and Drug Treatment Services
Contractor will provide food, shelter and other basic needs. The following services are part of Contractor's basic NNA perinatal residential alcohol and drug treatment services:

1. Women's Services:

- a. Provide intake, assessment (utilizing the Addiction Severity Index [ASI], and the American Society of Addiction Medicine [ASAM]), treatment plan, urine screening, follow-up at three (3) and nine (9) months after intake for each program participant, and discharge planning.
- b. Provide a structured program including weekly education five (5) to eight (8) hours per week on chemical dependency, life skills, health education, pharmacology, AIDS/HIV, hepatitis C education, parenting education, relationship education, family dynamics, eating disorders, sex education, vocational skills, acupuncture, exercise, nutrition, and relaxation techniques.
- c. Provide psycho educational groups, process groups and individual counseling and "Mommy and Me" groups.
- d. Provide family assessment and involvement including weekly "Family and Friends" group meeting. Make available outpatient individual, family, and couples sessions on a sliding scale fee for family members.
- e. Provide access to ancillary support services including access to tuberculosis and HIV/AIDS education and testing, tobacco prevention services, prenatal care and education on the effects of substance use on the fetus, linkage with the Family Self Sufficiency Team (FSST), health services, vocational training, housing, legal assistance, transportation, and child care.
- f. Develop a relapse prevention plan with each program participant which includes psycho education, group therapy, 12-step meetings and relapse prevention groups. Provide transition to an aftercare outpatient program which will provide mentoring, role modeling and sober social support systems and activities through the Contractor's Alumnae Association.

2. Children Services:

- a. Provide separate assessment of children to identify developmental and medical issues. Develop individual treatment plans for both adult program participants and their child(ren).
- b. Develop a children's therapeutic program which, at a minimum, will include therapeutic child care, appropriate developmental activities, age appropriate children's groups, "Mommy and me" groups, and individual services with perinatal and family counselors.

C. NNA Perinatal Residential Alcohol and Drug Treatment Payment Schedule
 In full consideration of the NNA perinatal residential alcohol and drug treatment services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below:

- 1. In full consideration of the perinatal services provided by Contractor the maximum contract obligation for these services is TWO HUNDRED THOUSAND DOLLARS (\$200,000). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is SIXTEEN THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND SIXTY SEVEN CENTS (\$16,666.67).
- 2. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
- 3. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$200,000 divided by 2,608 = \$76.69 per bed day).

II. NNA NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

- A. Nonresidential Alcohol and Drug Treatment Units of Service
 Admit to Contractors nonresidential alcohol and drug treatment program a minimum of fifty (50) program participants. Provide a total of one thousand seven hundred sixty three (1,763) hours of nonresidential alcohol and drug treatment services to be allocated by Contractor.
- B. NNA Nonresidential Alcohol and Drug Treatment Hours of Staff Availability
 Contractor will provide eight hundred eighty seven (880) hours of staff availability dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time.

- C. NNA Nonresidential Alcohol and Drug Treatment Services
Contractor's basic nonresidential alcohol and drug treatment program services:
1. Provide intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
 2. Provide focus groups on issues, including early recovery; parenting; men's co-dependency; extended families; adult children of alcoholics; sexuality, adolescents and children.
 3. Provide weekly education classes.
 4. Provide one alcohol and drug free socialization activity per quarter.
 5. Make available the following services for participants:
 - a) job skills assessment and training;
 - b) literacy assessment and training;
 - c) educational testing and training; and
 - d) access to other recovery services/groups.

D. Nonresidential Alcohol and Drug Treatment Rates of Payment
In full consideration of services provided by Contractor, the maximum contract obligation for NNA nonresidential alcohol and drug treatment services contained in this Exhibit is SIXTY THOUSAND EIGHT HUNDRED NINETY THREE DOLLARS (\$60,893). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is: FIVE THOUSAND SEVENTY FOUR DOLLARS AND FORTY TWO CENTS (\$5,074.42).

- a. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal monthly payments.
- b. The unit rate for staff hours is determined by dividing the maximum contract obligation by the number of contracted hours of staff availability ($\$60,893 \div 1763 = \34.54 per hour)

of staff availability)

III. NNA WOMEN'S RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

- A. Women's Residential Alcohol and Drug Treatment Units of Service
Admit to Contractors women's residential alcohol and drug treatment program a minimum of twenty nine (29) program participants. Provide a total of four thousand nine hundred (4,900) days of women's residential alcohol and drug treatment services to be allocated by Contractor.
- B. Women's Residential Alcohol and Drug Treatment Services
Population relevant programming will be made available to female alcohol and drug treatment participants. The following services are part of Contractor's basic women's residential alcohol and drug treatment program:
1. Provide intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 3 months and 6 months after intake for each program participant.
 2. Provide weekly education classes and group counseling sessions and document in participant case records.
 3. Have every program participant attend at least four (4) meetings a week of Alcoholics Anonymous, Narcotics Anonymous, and/or other self-help groups during their participation in the program.
 4. Refer all appropriate unemployed program participants to the Department of Rehabilitation for assessment, job training, and placement.
 5. Review all medical needs of program participants and make appropriate referrals as required.
 6. Provide or facilitate at least one (1) alcohol and drug free socialization activity for program participants per quarter.
- C. Women's Residential Alcohol and Drug Treatment Rates of Payment
In full consideration of services provided by Contractor, the maximum contract obligation for NNA women's residential alcohol and drug treatment services contained in this Exhibit is TWO HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED TWO DOLLARS (\$224,702). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is: EIGHTEEN THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS AND SEVENTEEN CENTS (\$18,725.17).

- a. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
- b. The unit rate for staff hours is determined by dividing the maximum contract obligation by the number of contracted bed days (\$224,702 divided by 4900 = \$45.86 per bed day).

IV. CalWORKs RESIDENTIAL PERINATAL ALCOHOL AND DRUG TREATMENT SERVICES

Contractor's CalWORKs residential perinatal alcohol and drug treatment program will comply with all aspects of the most recent State of California Alcohol and Drug Programs (ADP) Perinatal Services Guidelines, and the most recent State of California Standards for Drug Treatment Programs and CalWORKs regulations, as they pertain to Contractor's CalWORKs residential perinatal alcohol and drug treatment program. Contractor will provide the following services:

A. CalWORKs Residential Perinatal Alcohol and Drug Treatment Units of Service

- 1. Admit to Contractor's CalWORKs residential perinatal alcohol and drug treatment program a minimum of **eleven (11)** program participants. Provide a maximum of **one thousand two hundred ninety five (1,295) days** of CalWORKs residential perinatal alcohol and drug treatment services to be allocated by Contractor. Of these:
 - a. Admit to Contractor's CalWORKs residential perinatal alcohol and drug treatment program a minimum of three (3) women program participants. These women must be either pregnant substance using, or parenting, with an identified impairment in her ability to care for a child, ages birth through twelve (12), due to substance use, and must also be a CalWORKs recipient. Contractor will provide a maximum of two hundred seveny (270) days of CalWORKs residential perinatal treatment services to be allocated by Contractor.
 - b. Admit to Contractor's CalWORKs residential perinatal alcohol and drug treatment program a minimum of three (3) program participants who are children of the women admitted to the CalWORKs residential perinatal treatment program, above. Provide a minimum of two hundred fifty six (256) days of CalWORKs residential perinatal treatment services to be allocated by Contractor among a minimum of

five (5) program participants who are children of the women admitted to the CalWORKs residential perinatal treatment program.

B. CalWORKs Residential Perinatal Alcohol and Drug Treatment Services

1. Contractor's women's services:
 - a. Provide intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
 - b. Provide a least one (1) individual counseling session for each program participant weekly to review and adapt their recovery plan as goals are attained.
 - c. Provide each program participant with a minimum of six (6) hours of group therapy to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills.
 - d. Provide a structured program including: group and individual counseling, art therapy, parenting education, twelve-step meetings, and family socialization activities.
 - e. Provide ancillary support services including: legal support, HIV/AIDS testing, literacy assistance and supportive educational training, job skills assessment, vocational training and job search, and additional medical/mental health assessments to those program participants identified as having special needs.
 - f. Develop an aftercare plan with each program participant which includes: parenting groups, early recovery groups, individual and family counseling, program participant in special interest groups, weekly attendance at twelve-step meetings, and therapeutic ongoing treatment for the mother and child.
2. Contractor's children services:
 - a. Provide assessment of each child to identify developmental and medical issues. Develop individual treatment plans for both program participants and their child(ren).

- b. Develop a children's therapeutic program which will include supervision and skill development, play therapy, massage/touch therapy with the parent, play activities, and educational tools for learning.
- c. Develop an art therapy program for children that will provide immediate therapeutic intervention, individual needs assessment, psychosocial evaluation, counseling, and appropriate referrals to outside agencies as needed.
- d. Provide supportive services for children including access to adequate pediatric services, and developmentally appropriate activities.
- e. Provide these services daily, weekly, and monthly to children of residents.
- f. Contractor will work with the County to make every effort to identify those perinatal program participants who are receiving, or may be eligible to receive, CalWORKs benefits.
- g. Contractor will link program participants identified by the County as CalWORKs recipients with the County's Family Self Sufficiency Team (FSST) and Work First program as part of their on-going alcohol and drug treatment plan.
- g. Contractor will work closely with County's FSST in providing a continuum of services to perinatal program participants identified by County as being CalWORKs recipients.

3. New Direction:

- a. **Contractor will provide; individual counseling, and assessment to identify vocational search, educational, medical, housing, financial and legal needs in order to promote successful transition to self-sufficiency.**

C. CalWORKs Perinatal Outpatient Alcohol and Drug Treatment Services

Contractor's basic outpatient perinatal services will be available to women with children and will provide:

- 1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan in conjunction with the program participant), relapse prevention, urine screening, follow-up at 3-month and 9-months after intake for each program participant.

2. One (1) individual and four (4) group counseling sessions per program participant per month, under the contractor's basic outpatient treatment.
3. Curriculum to include: stress management, 12-step recovery, life skills, self esteem building, family dynamics, relationship skills, crisis prevention, mentoring, alcohol and drug free social activities, and aftercare planning.
4. Access to ancillary services including: health/ mental health, vocational training, housing, literacy/education, financial assistance, legal issues, transportation, child care, and family and couples counseling.

D. CalWORKs Perinatal Alcohol and Drug Treatment Rates of Payment

1. County will pay contractor NINETY ONE DOLLARS AND NINETY EIGHT (\$91.98) per bed day for CalWORKs residential perinatal services. Rate is based on an NNA rate plus the CalWORKs supplemental rate for a maximum of **ONE HUNDRED TWENTY SIX THOUSAND ONE HUNDRED THIRTY EIGHT DOLLARS (\$126,138.00)**.
2. In no event shall the amount of reimbursement for services under D1 exceed **ONE HUNDRED TWENTY SIX THOUSAND ONE HUNDRED THIRTY EIGHT DOLLARS (\$126,138.00)** for the term of the agreement
3. Verification of eligibility for CalWORKs payments, on an individual program participant basis, will be made by the County before payments are made to Contractor. Payments will be made only for those individuals who are deemed perinatal program participants as identified by the county.
5. Contractor's billing will include the following:
 - a. Name of each perinatal residential program participant receiving CalWORKs.
 - b. Dates services were provided for each perinatal residential program participant receiving CalWORKs.
- c. Total number of billing days times the amount of perinatal

residential program participants receiving CalWORKs.