

**AMENDMENT TO THE FLAT RATE AGREEMENT WITH
PROJECT NINETY, INC.
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AMENDMENT TO THE FLAT RATE AGREEMENT WITH PROJECT NINETY, INC. FOR ALCOHOL AND DRUG TREATMENT SERVICES is entered into this _____ day of _____, 2005, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and PROJECT NINETY, INC. (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, it is now the mutual desire and intent of the parties hereto to amend and clarify the Agreement by adding TWENTY NINE THOUSAND AND FIFTY DOLLARS (\$29,050) to Bay Area Services Network (BASN) Funded Alcohol and Drug Treatment Services as set forth in Exhibit A due to additional allocations by the State Department of Alcohol and Drug Program:

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 1):	Bay Area Services Network (BASN) Funded Alcohol and Drug Treatment Services and Rates of Payments
Exhibit B:	State Negotiated Net Amount (NNA) and Funded Alcohol and Drug Treatment Services and Rates of Payment
Exhibit C:	County Funded Drug Treatment Services and Rates of Payment
Exhibit D:	Outcome Based Management (OMB) and Budgeting Responsibilities
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

2. Exhibit A is hereby deleted.
3. Exhibit A (Revision 1) is attached hereto and incorporated by reference herein and is hereby added to Agreement.
4. 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 **ONE MILLION SIXTY SEVEN THOUSAND NINE HUNDRED AND FORTY TWO DOLLARS (\$1,067,942)** for the contract term.

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

1. The Agreement of July 27, 2004 is amended as set forth herein.
2. The 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 this Amendment, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.
4. All provisions of the original Agreement, including all monitoring and evaluation requirements shall be applicable to this Amendment.

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: _____

PROJECT NINETY, INC.

Name, Title – Print

EXHIBIT A (Flat Rate Agreement)(Revision 1)
Bay Area Services Network (BASN) Funded
Alcohol and Drug Treatment Services and Payments
PROJECT NINETY, INC.
July 1, 2004 through June 30, 2005

Contractor will provide the following Bay Area Services Network (BASN) funded alcohol and drug treatment services to parolees 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 comply with the current San Mateo County BASN Work Plan; the most current State Parolee Services Network Specifications for Treatment Recovery Services, as applicable; the most current version of the California Department of Corrections BASN Guidelines; and the requirements outlined in the 2002-03 San Mateo County Request for Proposals by Alcohol and Drug Services for Bay Area Services Network Parolees. Contractor will provide the following services to individuals who meet Alcohol and Drug Services treatment criteria for BASN services, hereinafter referred to as "program participants".

I. BAY AREA SERVICES NETWORK (BASN) FUNDED MEN'S RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

Contractor will provide a maximum of one hundred eighty (180) days of the following residential alcohol and drug treatment services, for individuals referred to the men's residential program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.

A. BASN Men's Residential Alcohol and Drug Treatment Units of Service

1. Admit a minimum of thirty five (35) men to residential alcohol and drug treatment. Provide a total of **three thousand six hundred and thirty eight (3,638)** days of men's residential alcohol and drug treatment services to be allocated by Contractor.
2. Admit BASN program participants to Contractor's ninety (90) day BASN men's residential alcohol and drug treatment program as Contractor deems appropriate for individual program participants, up to a maximum on one hundred eighty (180) days of residential services.
3. Contractor will provide each program participant with a minimum of four (4) hours, daily, of continuous face-to-face individual and group activity.

B. BASN Men's Residential Alcohol and Drug Treatment Services

Residential alcohol and drug treatment services will include, but not be limited to, alcohol and drug treatment, aftercare, and relapse prevention and/or subsidized transitional sober living environment (SLE) housing. The following services are part of Contractor's basic men's residential alcohol and drug treatment program:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, individual and group counseling, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
2. Orientation/Assessment
Provide orientation to the program rules and the process each participant will be part of while in the program. A treatment plan will be developed that includes both short- and long-term behaviorally measurable goals that the program participant will work on while in the program.
3. Stabilization
Program participants will be directed towards stabilization through education, experiential activities, recreation, and counseling. The goal of stabilization will be to provide program participants with insight into the criminal thinking process, the addictive disease process, and relapse prevention.
3. Exit Planning and Transition to Outpatient Services
At least two weeks prior to the anticipated date of BASN residential treatment program completion, or transition, the Contractor will assist each program participant in developing an exit/transition plan that will include the following:
 - a) Notification of the BASN case management contractor, and Parole Agent within twenty-four (24) hours.
 - b) BASN transition plan and treatment summary including rehabilitation and relapse issues that need to be addressed by the program participant to assure long term recovery.
 - c) Coordination and schedule appointment with a BASN outpatient program for ongoing rehabilitation services if one hundred eighty (180) days have not been provided; if no opening is available, Contractor may schedule an appointment with a State Alcohol and Drug Programs (ADP) certified, non-BASN, outpatient program.

d) County will pay Contractor only for actual services provided. A separate billing and record keeping system will be kept by Contractor for those individuals referred by BASN.

5. Contractor will ensure that the full range of BASN alcohol and drug treatment services are available for the entire term of this Agreement.
6. Provide attendance reports to the County BASN Coordinator, on at least a monthly basis. Provide monthly progress updates to Parole Officers, regarding progress of BASN program participants. Notify Parole and Center Point Case Manager immediately if program participant misses a session or is discharged from the program.
7. Coordinate cases and referrals, as necessary, with other San Mateo County BASN service providers and Center Point Case Manager.

C. BASN Men's Residential Alcohol and Drug Treatment Payment Rates

In full consideration of the BASN men's residential alcohol and drug treatment services provided by Contractor, County shall pay Contractor in the manner described below:

1. County shall pay Contractor a maximum of **ONE HUNDRED SEVENTY FOUR THOUSAND SIX HUNDRED AND SEVENTY EIGHT DOLLARS (\$174,678)** for the term of the Agreement. County shall pay Contractor for BASN men's residential alcohol and drug treatment services at the rate of FORTY EIGHT DOLLARS AND TWO CENTS (\$48.02) per bed day for services actually provided.
2. Contractor will ensure that the full range of BASN alcohol and drug treatment services are available for the entire term of this Agreement.
3. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN residential alcohol and drug treatment services.
4. Contractor's monthly itemized bill will include the following:
 - a. Names of program participants receiving services during the month.
 - b. Dates services were provided.
 - c. Number of bed days provided for each program participant.
 - d. Monthly Center Point Reconciliation Reports.

5. Contractor will submit an itemized bill and invoice by the tenth (10th) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

II. **BASN SOBER LIVING ENVIRONMENT (SLE) TRANSITIONAL HOUSING**

Program participants residing in the SLE transitional housing must participate in Contractor's aftercare services or other outpatient alcohol and drug recovery services. Cost may be subsidized for up to one hundred eighty (180) days for individuals referred directly by BASN.

A. **BASN SLE Units of Service**

Contractor will provide a total of **one thousand one hundred and nineteen (1,119)** days of SLE transitional housing to a minimum of five (5) BASN program participants.

B. **BASN SLE Services**

Admission criteria and program standards for BASN SLEs will include, but not be limited to:

1. Per agreement with the California Department of Corrections (CDC) and the State Alcohol and Drug Programs (ADP), Contractor will require a minimum of four (4) hours per week, and report monthly, the following activities from its aftercare program as fulfilling the outpatient requirement for Contractor's BASN SLE participants:
 - a. family counseling groups; and
 - b. outside twelve step meetings.
2. Meet bi-weekly with a representative from BASN SLE transitional housing facility.
3. Assist in maintaining all buildings and grounds of each BASN SLE.
4. Program participants must be admitted through BASN specific case management authorization from BASN specific residential treatment services.
5. Ensure homes are clean, well furnished, and well maintained.
6. There must be a rental agreement for each program participant, signed by the landlord, owner, or representative and the program participant, that clearly shows the deposit, refund policy, rent payment schedule and policy on return of rent if the program

participant leaves. There will be policies for admission criteria, late payment of rent, consequences for using and/or selling alcohol and other drugs, and grounds and procedures for discharge.

7. There will be policies in place for admission criteria, late payment of rent, consequences for using and/or selling alcohol and other drugs, and grounds and procedures for discharge.
8. Have posted clear conditions of residency including house rules, housekeeping duties, curfews, etc.
9. Contractor will have a written policy to address the use and/or sale of alcohol and other drugs.
10. Program participants must be admitted to, and participating in, BASN outpatient recovery services at least three (3) times a week while receiving SLE services.
11. Assist in maintaining a supportive alcohol- and drug-free environment for residents of BASN SLE transitional housing. Assist residents in participating in BASN off-site outpatient/recovery services, and community support groups, including those provided by Contractor.
12. Ensure the BASN SLE(s) will meet the needs of an ethnically and culturally diverse population as well as the physically challenged. Provide staff support to assist with multicultural special populations and to assist with housing and living issues.
13. Develop a plan for each BASN resident to obtain financial self-sufficiency. Assist BASN residents to function as independent and financially self-supporting individuals.
14. Provide attendance reports to the County BASN Coordinator, on at least a monthly basis. Provide monthly progress updates to Parole Officers, regarding progress of BASN program participants. Notify Parole and Center Point Case Manager immediately if program participant misses a session or is discharged from the program.

C. BASN Sober Living Environment (SLE) Payment Rates

1. County shall pay Contractor a maximum of **SIXTEEN THOUSAND SEVEN HUNDRED AND EIGHTY FOUR DOLLARS (\$16,784.00)**

for the term of the Agreement. County shall pay Contractor for BASN SLE services at the rate of FIFTEEN DOLLARS (\$15.00) per bed day for SLE services actually provided.

2. Contractor will ensure that the full range of BASN alcohol and drug treatment services are available for the entire term of this Agreement.
3. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN SLE services.
4. Contractor's monthly itemized bill will include the following:
 - a. Names of program participants receiving services during the month.
 - b. Dates services were provided.
 - c. Number of bed days provided for each program participant.
 - d. Monthly Center Point Reconciliation Reports
5. Contractor will submit an itemized bill and invoice by the tenth (10th) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.