

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
WOMEN'S RECOVERY ASSOCIATION**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **Women's Recovery Association**, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, ON August 15, 2006, under resolution # 068222, the parties entered into a Fee For Service Agreement; and

WHEREAS, the parties wish to amend the Agreement to add additional services; and increase the amount of funding for the following services: 1) Drug Court Partnership Grant (DCP) by \$44,968, for a total of \$132,284; 2) Comprehensive Drug Court Implementation Grant (CDCI) by \$152,326, for a total of \$291,131; 3) CSAT HIV Door-to-Treatment Grant by \$47,880, for a total of \$140,850; 4) Ryan White Care Act by \$47,721, for a total of \$140,383; and 5) CalWORKs by \$103,016 for FY 2006-07 and \$131,713 for FY 2007-08, for a total increase of \$234,729 and a total CalWORKs funding of \$487,466; for a new total obligation of \$1,192,114; and to extend the term to 12/31/2007.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. The following Exhibits and Attachments Are attached hereto and incorporated by reference herein:

- | | |
|--------------|--|
| Exhibit A: | Description of Services - Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment is hereby deleted and replaced in its entirety by Exhibit A-1, attached hereto. |
| Exhibit B: | EXHIBIT B-1 – Description of Services - CSAT HIV “Door-to-Treatment” Funded Alcohol and Drug Treatment Services and Rates of Payment, is hereby deleted and replaced in its entirety by Exhibit B-1, attached hereto. |
| Exhibit C: | Description of Services - <u>Description Of Services</u> -Ryan White Care Act Funded Alcohol And Drug Treatment Services And Rates Of Payment, is hereby deleted and replaced in its entirety by Exhibit C-1, attached hereto. |
| Exhibit D-1: | Description Of Services - CalWORKs Funded Alcohol And Drug Treatment - Services And Rates Of Payment is hereby deleted and replaced in its entirety by Exhibit D-1, attached hereto. |
| Exhibit D-2: | Description Of Services - CalWORKs Funded Alcohol And Drug Treatment Services And Rates Of Payment, attached, is incorporated hereto. |

- Attachment 3: HIV/AIDS Services is hereby deleted and replaced in its entirety by Attachment 3-1.
- Attachment 4: Payment and Monitoring Procedures is hereby deleted and replaced in its entirety by Attachment 4-1.
- Attachment 5: Program Specific Requirements is hereby deleted and replaced in its entirety by Attachment 5-1.

2. The end of the Term date is changed throughout the Agreement as follows:
The end of the term shall change, wherever reflected in the Agreement as 6/30/07 to the new end term of 12/31/2007.
3. Section 3. Payment, Paragraph A. 1 and 2, are hereby amended to read as follows:
 1. One Hundred and Thirty Two Thousand Two Hundred and Eighty Four Dollars (\$132,284) for Drug Court Partnership Trial Track funded alcohol and drug treatment services as described in Exhibit A-1 for the Contract term.
 2. Two Hundred and Ninety One Thousand One Hundred and Thirty One Dollars (\$291,131) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A-1 for the Contract term.
 3. One Hundred and Forty Thousand Eight Hundred and Fifty Dollars (\$140,850) for CSAT HIV "Door-to-Treatment" services funded alcohol and drug treatment services as described in Exhibit B-1 for the Contract term.
 4. One Hundred and Forty Thousand Three Hundred and Eighty Three Dollars (\$140,383) for Ryan White CARE Act funded alcohol and drug treatment services as described in Exhibit C-1 for the Contract term.
 5. Three Hundred and Fifty Five Thousand Seven Hundred and Fifty Three Dollars (\$355,753) for FY 2006-07 and One Hundred and Thirty One Thousand Seven Hundred and Thirteen Dollars (\$131,713) for FY 2007-08, for a total amount of Four Hundred Eighty Seven Thousand Four Hundred and Sixty Six Dollars (\$487,466) for CalWORKs funded services alcohol and drug treatment services as described in Exhibits D-1 and D-2 for the Contract term, as stated in the attached aforementioned Exhibits.
4. All other terms and conditions of the Agreement dated 8/15/2006, between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Women's Recovery Association

Contractor's Signature

Date: _____

EXHIBIT A-1 - DESCRIPTION OF SERVICES
DRUG COURT FUNDED ALCOHOL AND DRUG TREATMENT SERVICES
AND RATES OF PAYMENT
(Fee For Service Agreement)
WOMEN'S RECOVERY ASSOCIATION
July 1, 2007 through December 31, 2007

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's basic alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants", who are referred by San Mateo County Drug Court Team(s), to these services. Referrals will come from the Alcohol and Drug Services Case Manager Team and may originate from either North County or South County Drug Courts. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT AND DRUG COURT PARTNERSHIP (DCP) GRANT FUNDED ALCOHOL AND DRUG TREATMENT SERVICES

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system (pre-plea and post-plea), and are referred to alcohol and drug treatment services by the Drug Court Team.

DCP Drug Court services are funded through a Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system (post-plea), have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team.

Contractor will provide the following services in accordance with the Comprehensive Drug Court Implementation Act of 2004 and the Drug Court Partnership Act of 2002:

Nonresidential Alcohol and Drug Treatment Services

Contractor's services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, follow-up at six (6) months after intake for each program participant, aftercare planning, and follow-up with Probation/Parole as required.
2. Individual and group counseling services.
3. Provide services under this contract for a period of no more Than ninety (90) days. Provision of services beyond ninety (90) days requires prior written authorization by the Drug Court Team.

4. Access to ancillary services which may include: legal support, HIV/AIDS, HEP A.B.C and STD testing and education, literacy assistance and supportive educational training, and job search.

B. Women's Alcohol and Drug Day Treatment Services

Contractor's basic day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at six (6) months after intake for each program participant.
2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week.
3. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.
4. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.
5. Provide services under this contract for a period of no more than ninety (90) days. Provision of services beyond ninety (90) days requires prior written authorization by the Drug Court Team.

C. Women's Residential Alcohol and Drug Treatment Services

Contractor's services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, urine screening, treatment planning, relapse prevention, Case Manager, aftercare planning, follow-up for each program participant at six (6) months after intake, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS, HEP A.B.C, AND STD testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

4. Provide services under this contract for a period of no more than ninety (90) days. Provision of services beyond ninety (90) days requires prior written authorization by the Drug Court Team.

II. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS

- A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Case Manager (in conjunction with the Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Case Manager and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court program participant needs to be transferred during the course of their care to a different program due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Case Manager who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Case Manager, the program participant may need to be reassessed by the Alcohol and Drug Case Manager.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

III. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT

In full consideration of Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by a single resolution, shall not exceed the amounts stated in Section 3. Payments - A. Maximum Amount, in the main body of this Agreement.

- A. From these funds County shall pay Contractor at the rate of:
 1. From these funds County shall pay Contractor at the rate of:
 - a. THIRTY SIX DOLLARS AND FIVE CENTS (\$36.05) per individual and group counseling hour provided for CDCI and DCP funded nonresidential treatment services; and

- b. EIGHTY SEVEN DOLLARS AND FIFTY FIVE CENTS (\$87.55) per visit day provided, per individual served, for CDCI and DCP funded day treatment services.
 - c. EIGHTY FIVE DOLLARS (\$85.00) per bed day provided, per individual served, for CDCI and DCP funded residential treatment services including food, shelter and other basic needs.
- B. Provide attendance reports to the Drug Court Team Case Management Specialist, on at least a monthly basis. Provide monthly progress update to probation officer, regarding progress of Drug Court program participants. Notify Probation Officer and Drug Court Case Manager immediately if program participant misses a session or is discharged from the program.
- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP funded Nonresidential alcohol and drug treatment services.
- D. Contractor's monthly itemized bill will include:
- 1. Drug and Alcohol Information System for You (DAISY) ID Number and name of program participants receiving Drug Court funded alcohol and drug treatment services, the name of the referring Drug Court team member, and funding (i.e., CDCI or DCP).
 - 2. Dates services were provided, and the number of group and individual counseling hours provided, broken down by program participant, and funding source (CDCI or DCP), for nonresidential treatment services.
 - 3. Number of day visits per client, broken down by program participant, and funding source (CDCI or DCP).
 - 4. Number of bed days provided for residential treatment services, broken down by program participant, and funding source (CDCI or DCP).
 - 5. Total amount of the bill for each month, by modality, by funding source (CDCI or DCP).
 - 6. Contractor will submit itemized bill and invoice by the tenth (10th) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

EXHIBIT B-1 – DESCRIPTION OF SERVICES

CSAT HIV “Door-to-Treatment” Alcohol and Drug Treatment Services and Rates of Payment (Fee For Service Agreement) WOMEN’S RECOVERY ASSOCIATION July 1, 2006 through September 30, 2007

These alcohol and drug treatment services, funded through the Federal Center for Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment and are at high risk for HIV, including: 1) men who inject drugs, 2) men who have sex with men, 3) adolescents, 4) women and 5) individuals released from incarceration within the past two years. Contractor will provide the following alcohol and drug treatment services to individuals, hereinafter referred to as “program participants” Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-treatment” grant. Contractor shall provide outpatient services to alcohol and drug treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. Contractor will possess and maintain the appropriate certification required to provide the services described below. No services will be provided until the appropriate certification has been obtained.

I. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES

Admit to Contractor’s alcohol and drug treatment services, individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant. Population relevant programming will be made available to female alcohol and drug treatment participants. Contractor will provide the following services:

A. Women’s Residential Alcohol and Drug Treatment Services:

The following services are part of Contractor’s basic women’s residential alcohol and drug treatment program:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at six (6) months and 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.

B. Outpatient Alcohol and Drug Treatment Services:

Contractor's basic outpatient services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at six (6) months after intake for each program participant.
2. Contractor's basic outpatient treatment services will include: 1 individual and 4 group counseling sessions per program participant, per month.
3. Provide services under this contract for a period of no more than 90 days. Provision of services beyond 90 days requires prior written authorization by County.
4. Curriculum will 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.
5. 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.

C. Day Treatment Services:

Contractor's basic day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 6-months after intake for each program participant.
2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week. Contractor's basic women's day treatment services will include: 4 individual and 46 group counseling sessions per program participant, per month.
3. Provide services under this contract for a period of no more than 90 days. Provision of services beyond 90 days requires prior written authorization by County.
4. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.
5. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

D. Intensive Day Treatment Services:

Contractor's basic intensive day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at six (6) months after intake for each program participant.
2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week. Contractor's basic women's intensive day treatment plan will include: 4 individual and 70 group counseling sessions per program participant, per month. Contractor will provide program participants with transportation to and from facility as needed.
3. Provide services under this contract for a period of no more than 90 days. Provision of services beyond 90 days requires prior written authorization by County.
4. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.
5. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

II. CSAT/HIV "DOOR-TO-TREATMENT" REFERRAL AND REIMBURSEMENT PROVISIONS

- A. Contractor will be reimbursed only for the actual services provided to CSAT/HIV "Door-to-Treatment" program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Case Manager. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a CSAT/HIV "Door-to-Treatment" program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Case Manager who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Case Manager, the program participant may need to be reassessed by the Alcohol and Drug Case Manager.
- C. All payments under this Agreement must directly support services specified in this Agreement

III. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES

In full consideration of the CSAT/HIV “Door-to-Treatment” funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed the amounts stated in Section 3. Payments - A. Maximum Amount, in the main body of this amendment. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

A. Alcohol and Drug Treatment Services Rates of Payment:

From the aggregate funds County shall pay Contractor at the following rates:

1. ONE HUNDRED AND THREE DOLLARS (\$103.00) per bed day for women’s residential alcohol and drug treatment services, including food, shelter and other basic needs; and
2. FORTY ONE DOLLARS AND TWENTY THREE CENTS (\$42.23) per counseling hour for outpatient alcohol and drug treatment services including food, shelter and other basic needs, for the next 60 days of services; and
3. ONE HUNDRED THIRTEEN DOLLARS AND THIRTY CENTS (\$113.30) per Intensive treatment visit day for alcohol and drug day treatment services; and
4. ONE HUNDRED AND FORTY ONE DOLLARS (\$141.00) per treatment visit day for alcohol and drug intensive day treatment services.

B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV “Door-to-Treatment” alcohol and drug treatment services.

C. Contractor’s monthly itemized bill will include the following:

1. Drug and Alcohol information System for You (DAISY) ID Number and name of program participant receiving CSAT/HIV “Door-to-Treatment” funded services, by modality (outpatient, day treatment, intensive day treatment, and residential), and the name of the referring County Alcohol and Drug Case Manager.
2. Dates services were provided, the number of bed days provided for residential, broken down by program participant and funding source.
3. Number of groups and individual counseling hours provided for outpatient, day treatment, and intensive day treatment services.
4. Number of available staff hours for all modalities with the exception of residential.
5. Total amount of the bill for each month, by modality.
6. Contractor will submit itemized bill and invoice statement by the tenth (10th) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

EXHIBIT C-1 – DESCRIPTION OF SERVICES
**Ryan White CARE Act Funded Alcohol and Drug
Treatment Services and Rates of Payment
(Fee For Service Agreement)**
WOMEN'S RECOVERY ASSOCIATION
July 1, 2006 through December 31, 2007

Contractor will provide the following alcohol and drug treatment services to individuals, hereinafter referred to as "program participants" who have been diagnosed with HIV/AIDS and referred by a representative of the County of San Mateo or its designee. Services will be provided at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. All clients referred shall have documented proof of a diagnosis of HIV/AIDS and proof of residency in San Mateo County. This Agreement is paid on a fee for service basis and does not provide a minimum number of referrals or amount of work to be performed. Services provided under this Agreement are for individuals who are referred by the County, who lack the resources to pay for all or part of their own treatment.

I. Ryan White CARE Act Funded Residential Alcohol and Drug Treatment Services

A. Contractor shall provide the following residential alcohol and drug treatment services to program participants who have been diagnosed with HIV/AIDS:

1. An intake, assessment (using the Addiction Severity Index [ASI]), and ASI follow-up at six months after intake for each program participant.
2. Contractor will develop a written alcohol and drug treatment and recovery plan for each program participant. The plan will be forwarded to the County Assessment Specialist within 14 days of the program participants' admission. The plan shall include input, recommendations and any agreements reached between Contractor and the County Assessment Specialist on the program participants' care. Agreements may include, but are not limited to, special services and/or arrangements needed by the program participant to accommodate physical and/or mental limitations. These plans shall be reviewed by the County Assessment Specialist and shall include aftercare plans, relapse prevention and housing services.
3. All usual and customary alcohol and drug treatment services, including individual and group counseling, recovery planning, case management, educational and aftercare services. Food, shelter and other basic health and hygiene needs of program participants will be met as part of Contractor's basic treatment program.
4. Reasonable accommodations for program participants with physical limitations and special dietetic needs.
5. Access to clothing as needed.
6. Participation in County activities, whenever possible, if deemed a necessary part of program participant's health care plan by County.

7. Access, including reliable transportation, to and from medical and social services appointments and special treatment services, as required by County.
8. Provide County Assessment Specialist access to written monthly progress reports for each program participant.
9. Immediate notification to County Assessment Specialist if the program participant is unable to participate in their planned program due to changes in health, or if Contractor is planning to discharge the program participant from the program for any reason.

B. General Requirements:

1. Contractor shall send a representative to all monthly Service Providers AIDS Network (SPAN) meetings. In addition, Contractor shall send a representative to all regularly scheduled providers meetings facilitated by County if Contractor is currently serving a program participant who is being funded through this Agreement; and shall confer and attend meetings as deemed necessary or appropriate by County or its designee.
2. Contractor shall participate in County's "AIDS Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.

II. Amount and Method of Payment

In full consideration of the Ryan White CARE Act funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed the amounts stated in Section 3. Payments - A. Maximum Amount, in the main body of this Agreement. In any event, provision of services must be requested and authorized in writing by County Alcohol and Other Drug Services (AODS), and payment shall be made only for those services actually received by program participant. County shall pay Contractor in the manner described below (including timing of and tasks required for progress payments, if applicable):

A. Residential Alcohol and Drug Treatment Service Rates:

From the aggregate funds County shall pay Contractor as follows:

1. Seventy-One Dollars and ten cents (\$71.10) per bed day for residential alcohol and drug treatment services provided per program participant. Additional days of service beyond ninety (90) days must be approved in writing in advance by the County AOD Administrator or a designee.

B. Non-Residential Alcohol and Drug Treatment Service Rates:

1. Sixty-Six Dollars and ninety five cents (\$66.95) per treatment service hour of non-residential alcohol and drug treatment services provided per program participant.
2. Should a program participant need to utilize more than five (5) hours of treatment services in any given week during their participation in the program,

Contractor shall request prior authorization from County or its designee before providing, or invoicing for, such services under the terms of this Agreement.

III. Contractor's monthly itemized bill will include the following:

- A. Drug and Alcohol Information System for You (DAISY) ID Number and name of program participants receiving "Ryan White CARE Act" funded services, by modality and the name of the referring County Alcohol and Drug Case Manager.
- B. Dates services were provided, the number of bed days provided for residential or number of visit days provided for day treatment services, broken down by program participant, by modality.
- C. Number of groups and individual counseling hours provided for day treatment services.
- D. Total amount of the bill for each month, by modality.
- E. Contractor will submit itemized bill and invoice statement by the tenth day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

EXHIBIT D-1 – DESCRIPTION OF SERVICES
CALWORKS FUNDED ALCOHOL AND DRUG TREATMENT
SERVICES AND RATES OF PAYMENT
(Fee For Service Agreement)
WOMEN'S RECOVERY ASSOCIATION
July 1, 2006 through June 30, 2007

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 give priority for admission to San Mateo County residents referred by the County. Contractor will provide the following services to individuals, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

I. 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 twenty - four (24) program participants.

Provide two thousand eight hundred and fifty five (2,855) days of CalWORKs residential perinatal alcohol and drug treatment services to be allocated by Contractor.

- a. Admit to Contractor's CalWORKs residential perinatal alcohol and drug treatment program a minimum of twelve (12) 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 one thousand four hundred and seventeen (1,417) 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 twelve (12) program participants who are children of the women admitted to the CalWORKs residential perinatal treatment program above. Provide a minimum of one thousand four hundred and thirty eight (1,438) days of CalWORKs residential perinatal treatment services to be allocated by Contractor.

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 6 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.
- h. 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.

C. CalWORKs Perinatal Intensive Outpatient Alcohol and Drug Treatment Services
 Contractor's perinatal intensive outpatient services will be available to women with children and will provide:

- 1. Three (3) to five (5) visits per week for a period of three (3) to four (4) hours per visit, based upon client need. Each client will receive a minimum of nine (9) treatment hours per week.
- 2. Content of treatment services utilizing the recovery education curriculum described below:

Recovery Education- Curriculum

During a ninety (90) day treatment episode the curriculum topics shall include, but not be limited to, the following:

- a. County Services (Mental Health, Homelessness, Entitlement)
- b. Addicts and Addiction
- c. The Disease of Addiction & its Effects
- d. Your Body Chemistry & Recovery
- e. Addictive Thinking Patterns
- f. Relapse Prevention
- g. Eating Disorders
- h. Internal & External Triggers
- i. 12-step & Spirituality
- j. Emotional Sobriety I (Anger & Resentment)
- k. Emotional Sobriety II (Guilt & Shame)
- l. Understanding Depression & Anxiety
- m. Rigorous Honesty
- n. Making Changes & Developing a Plan
- o. Beginning the Transition to Lifelong Change and Recovery
- p. Trauma and PTSD
- q. Socialization skills
- r. Anger Management
- s. Stress Management
- t. Health Issues Related to Substance Use
- u. Grief and Loss

3. Random drug testing in accordance with Contractor's approved Drug Testing Plan.
4. Required attendance at a minimum of three (3) self-help group meetings.
5. Six (6) to ten (10) individual counseling sessions per 90-day program, based upon client need.
6. An individual exit assessment upon program completion.
7. Referral to ancillary services as appropriate including: recovery support programs, mental health services, vocational services and family services, legal support, literacy assistance, English as a Second Language (ESL) classes, the County's Family Self-Sufficiency Team, parenting classes, educational training and job search.
8. ASI follow-up at six (6) months after intake for each program participant.
9. Specialized Treatment Groups, as needed.
10. Access to the New Directions (vocational) program, including:
 1. One on one counseling to assess needs;
 2. Housing referrals;
 3. Education/training;
 4. Medical referrals;
 5. Department of rehabilitation services;
 6. Peninsula Works;
 7. Financial assistance;
 8. Legal assistance;
 9. Clothing and basic needs;
 10. Rental subsidies;
 11. Vocational assessment and testing;
 12. Computer training;
 13. Employment readiness;
 14. Resume writing and interviewing techniques.

D. CalWORKs Perinatal Alcohol and Drug Aftercare Treatment Services :

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

1. Content of Treatment services utilizing the recovery education curriculum described below:
 - a. Individually designed continuing care. A client may opt to remain with their treatment cohort by continuing to attend groups in the program from which they are successfully graduating.
 - b. Aftercare Process Group.
 - c. Relapse Prevention II – This group follows the theme of the week from the Recovery Education Curriculum.
 - d. Alumni Group meets once per month for two (2) hours. The women receive peer support and 12-step chips and celebrate their birthdays.

- e. Specialized Treatment Groups, as needed.
 - f. Access to the New Directions (vocational) program, including:
 - 1. One on one counseling to assess needs;
 - 2. Housing referrals;
 - 3. Education/training;
 - 4. Medical referrals;
 - 5. Department of rehabilitation services;
 - 6. Peninsula Works;
 - 7. Financial assistance;
 - 8. Legal assistance;
 - 9. Clothing and basic needs;
 - 10. Rental subsidies;
 - 11. Vocational assessment and testing;
 - 12. Computer training;
 - 13. Employment readiness;
 - 14. Resume writing and interviewing techniques.
- 2. Scheduled services will be individualized and will offer minimum of one or two visits per week for up to a ninety (90) days period or more, based upon client need.
 - 3. Program participants will be encouraged to attend 12-step groups and have a 12-step sponsor and will be encouraged to attend Contractor's alumnae meetings.

E. CalWORKs Perinatal Alcohol and Drug Treatment Rates of Payment

In full consideration of the CalWORKs funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed the amounts stated in Section 3. Payments - A. Maximum Amount, in the main body of this Amendment.

- 1. County will pay contractor \$101.02 per bed day for CalWORKs residential perinatal services to children and \$108.02 per bed day for CalWORKs residential perinatal services to adults for a total of TWO THOUSAND EIGHT HUNDRED AND FIFTY FIVE (2,855) bed days. The rate is based on the NNA rate plus the CalWORKs supplemental rate.
 - A. County will pay the contractor ONE HUNDRED AND ONE DOLLARS AND TWO CENTS (\$101.02) per bed day for CalWORKs residential perinatal services provided to children for a total of ONE THOUSAND FOUR HUNDRED THIRTY EIGHT (1,438) bed days.
 - B. County will pay the contractor ONE HUNDRED AND EIGHT DOLLARS AND TWO CENTS (\$108.02) per bed day for CalWORKs residential perinatal and New Directions services provided to adults for a total of ONE THOUSAND FOUR HUNDRED AND SEVENTEEN (1,417) bed days.
 - C. County will pay Contractor NINETY DOLLARS (\$90.00) for intensive

outpatient services , for the total of FOUR HUNDRED SIXTY EIGHT (468) visit days to those perinatal program participants identified by the County as being CalWORKs recipients.

- D. County will pay contractor FORTY THREE DOLLARS (\$43.00) per counseling hours, for the total of TWO HUNDRED AND EIGHTY FOUR (284) counseling hours, for CalWORKs perinatal after care services. Rate is based on an NNA rate plus the CalWORKs supplemental rate.
- 2. 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.
- 3. 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.
- F. Contractor's monthly itemized bill will include the following:
 - 1. Drug and Alcohol Information System for You (DAISY) ID Number and name of program participant receiving "CalWORKs" funded services, by modality, and the name of the referring County Alcohol and Drug Case Manager.
 - 2. Dates services were provided, the number of bed days provided for residential, or number of visit days provided for day treatment services, broken down by program participant and funding source.
 - 3. Number of groups and individual counseling hours provided for day treatment services.
 - 4. Total amount of the bill for each month by funding source.
 - 5. Contractor will submit itemized bill and invoice statement by the tenth (10th) day of the month following the month services were provided. Invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

EXHIBIT D-2 – DESCRIPTION OF SERVICES
CALWORKS FUNDED ALCOHOL AND DRUG TREATMENT
SERVICES AND RATES OF PAYMENT
(Fee For Service Agreement)
WOMEN'S RECOVERY ASSOCIATION
July 1, 2007 through December 31, 2007

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 give priority for admission to San Mateo County residents. Contractor will provide the following services to individuals, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

I. 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 twelve (12) program participants. Provide one thousand four hundred twenty nine (1,429) days of CalWORKs residential perinatal alcohol and drug treatment services to be allocated by Contractor.
 - a. Admit to Contractor's CalWORKs residential perinatal alcohol and drug treatment program a minimum of six (6) 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 seven hundred and nine (709) 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 six (6) program participants who are children of the women admitted to the CalWORKs residential perinatal treatment program above. Provide a minimum of seven hundred twenty (720) days of CalWORKs residential perinatal treatment services to be allocated by Contractor.

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 6 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.
- h. 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.

C. CalWORKs Perinatal Intensive Outpatient Alcohol and Drug Treatment Services

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

- 1. Three (3) to five (5) visits per week for a period of three (3) to four (4) hours per visit, based upon client need. Each client will receive a minimum of nine (9) treatment hours per week.
- 2. Content of treatment services utilizing the recovery education curriculum described below:
- 3. Recovery Education- Curriculum
During a ninety (90) day treatment episode the curriculum topics shall include, but not be limited to, the following:
 - a. County Services (Mental Health, Homelessness, Entitlement);
 - b. Addicts and Addiction;
 - c. The Disease of Addiction & its Effects;
 - d. Your Body Chemistry & Recovery;
 - e. Addictive Thinking Patterns;
 - f. Relapse Prevention;
 - g. Eating Disorders;
 - h. Internal & External Triggers;
 - i. 12-step & Spirituality;
 - j. Emotional Sobriety I (Anger & Resentment);
 - k. Emotional Sobriety II (Guilt & Shame);
 - l. Understanding Depression & Anxiety;
 - m. Rigorous Honesty;
 - n. Making Changes & Developing a Plan;
 - o. Beginning the Transition to Lifelong Change and Recovery;
 - p. Trauma and PTSD;
 - q. Socialization skills;
 - r. Anger Management;
 - s. Stress Management;
 - t. Health Issues Related to Substance Use;
 - u. Grief and Loss.
- 4. Random drug testing in accordance with Contractor's approved Drug Testing Plan.

5. Required attendance at a minimum of three (3) self-help group meetings.
6. Six (6) to ten (10) individual counseling sessions per 90-day program, based upon client need.
7. An individual exit assessment upon program completion.
8. Referral to ancillary services as appropriate including: recovery support programs, mental health services, vocational services and family services, legal support, literacy assistance, English as a Second Language (ESL) classes, the County's Family Self-Sufficiency Team, parenting classes, educational training and job search.
9. ASI follow-up at six (6) months after intake for each program participant.
10. Specialized Treatment Groups, as needed.
11. Access to the New Directions (vocational) program, including:
 1. One on one counseling to assess needs;
 2. Housing referrals;
 3. Education/training;
 4. Medical referrals;
 5. Department of rehabilitation services;
 6. Peninsula Works;
 7. Financial assistance;
 8. Legal assistance;
 9. Clothing and basic needs;
 10. Rental subsidies;
 11. Vocational assessment and testing;
 12. Computer training;
 13. Employment readiness;
 14. Resume writing and interviewing techniques.

D. CalWORKs Perinatal Alcohol and Drug Aftercare Treatment Services:

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

1. Content of Treatment services utilizing the recovery education curriculum described below:
 - a. Individually designed continuing care. A client may opt to remain with their treatment cohort by continuing to attend groups in the program from which they are successfully graduating.
 - b. Aftercare Process Group.
 - c. Relapse Prevention II – This group follows the theme of the week from the Recovery Education Curriculum.
 - d. Alumni Group meets once per month for two (2) hours. The women receive peer support and 12-step chips and celebrate their birthdays.
 - e. Specialized Treatment Groups, as needed.
 - f. Access to the New Directions (vocational) program, including:
 1. One on one counseling to assess needs;
 2. Housing referrals;

3. Education/training;
 4. Medical referrals;
 5. Department of rehabilitation services;
 6. Peninsula Works;
 7. Financial assistance;
 8. Legal assistance;
 9. Clothing and basic needs;
 10. Rental subsidies;
 11. Vocational assessment and testing;
 12. Computer training;
 13. Employment readiness;
 14. Resume writing and interviewing techniques.
2. Scheduled services will be individualized and will offer minimum of one or two visits per week for up to a ninety (90) days period or more, based upon client need.
 3. Program participants will be encouraged to attend 12-step groups and have a 12-step sponsor; and will be encouraged to attend Contractor's alumnae meetings.

E. CalWORKs Perinatal Alcohol and Drug Treatment Rates of Payment

In full consideration of the CalWORKs funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed the amounts stated in Section 3. Payments - A. Maximum Amount, in the main body of this Agreement.

1. County will pay contractor \$104.05 per bed day for CalWORKs residential perinatal services to children and \$111.26 per bed day for CalWORKs residential perinatal services to adults for a total of NINE HUNDRED AND TWENTY FOUR (924) bed days. The rate is based on the NNA rate plus the CalWORKs supplemental rate.
 - a. County will pay the contractor ONE HUNDRED AND FOUR DOLLARS AND FIVE CENTS (\$104.05) per bed day for CalWORKs residential perinatal services provided to children for a total of FIVE HUNDRED EIGHTEEN (518) bed days.
 - b. County will pay the contractor ONE HUNDRED AND ELEVEN DOLLARS AND TWENTY SIX CENTS (\$111.26) per bed day for CalWORKs residential perinatal and New Directions services provided to adults for a total of FOUR HUNDRED AND SIX (406) bed days.
 - c. County will pay Contractor NINETY TWO and SEVENTY CENTS (\$92.70) for intensive outpatient services , for the total of TWO HUNDRED THIRTY FOUR (234) visit days to those perinatal program participants identified by the County as being CalWORKs recipients.

- d. County will pay contractor FORTY FOUR AND TWENTY NINE CENTS (\$44.29) per counseling hours, for the total of ONE HUNDRED AND FOURTY TWO (142) counseling hours, for CalWORKs perinatal after care services. Rate is based on an NNA rate plus the CalWORKs supplemental rate.
2. 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.
3. 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.

F. Contractor's monthly itemized bill will include the following:

1. Drug and Alcohol Information System for You (DAISY) ID Number and name of program participant receiving "CalWORKs" funded services, by modality, and the name of the referring County Alcohol and Drug Case Manager.
2. Dates services were provided, the number of bed days provided for residential, or number of visit days provided for day treatment services, broken down by program participant and funding source.
3. Number of groups and individual counseling hours provided for day treatment services.
4. Total amount of the bill for each month, by funding source.
5. Contractor will submit itemized bill and invoice statement by the tenth (10th) day of the month following the month services were provided. Invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

ATTACHMENT 3-1
HIV/AIDS Services
(Fee For Service Agreements)
WOMEN'S RECOVERY ASSOCIATION
July 1, 2006 through December 31, 2007

- I. Contractor will provide the following HIV/AIDS services which are part of all Contractors basic alcohol and drug treatment program(s):
- A. Contractor's staff will attend a minimum of two (2) hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or equivalent training approved by the AIDS program monitor. Seventy-five percent (75%) of Contractor's staff will receive this training.
 - B. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS education as a recovery issue, risk assessment and prevention education, culturally sensitive informational materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B, C and Sexually Transmitted Diseases (STD). Contractor must also make access to condoms available to all program participants.
 - C. Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive informational materials, and necessary knowledge and skills for attitude and behavior change.
 - D. Contractor will coordinate with the Alcohol and Drug AIDS program monitor, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through the County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

ATTACHMENT 4-1
Payment and Monitoring Procedures
(Fee For Service Agreement)
WOMEN'S RECOVERY ASSOCIATION
July 1, 2006 through December 31, 2007

I. Final Settlement Payment

Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

II. Required Fiscal Documentation

- A. Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.
- B. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2007 for fiscal year 2006-07 and August 15, 2008 for fiscal year 2007-08.
- C. Contractor's final/year-end Cost Report may serve as Contractor's final budget revision upon approval of the AODS Administrator or designee. Subject to paragraph 4.B. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final year-end Cost Report.

III. Withholding Payment for Failure to Submit Reports

- A. County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:
 - 1. Annual budget proposal;
 - 2. Cost allocation plan;
 - 3. California Outcomes Measurement System (CalOMS) client records;
 - 4. Quarterly reports;
 - 5. Final/Year-end Cost Report; and
 - 6. Addiction Severity Index (ASI) at intake and 6-month follow-up after intake (or documented attempts at follow-up).
- B. County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

IV. Documentation Required for Payment

- A. County shall pay Contractor within 30 days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- B. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

V. Procedures in the Event of Non-renewal of Agreement

- A. County shall provide Contractor with 30 days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

1. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final/Year End Cost Report.
2. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
3. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than 180 days from notice of termination of the Agreement or from expiration of the term.

VI. Contractor's Risk in Providing Extra Services

Services provided by Contractor more than 30 days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

VII. CONTRACTOR'S RESPONSIBILITIES

A. Reporting Requirements for Alcohol and Drug Treatment Services:

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten calendar days after the end of each month.
2. Effective July 1, 2007 ADP will only accept DATAR Reports submitted electronically via the web. Treatment programs are required to send monthly DATAR information to ADP by the tenth of the following month of service delivery.
3. Submit to County a quarterly report utilizing the Quarterly Report Form developed by Alcohol and Other Drug Services (AODS). The Quarterly Report shall include expenses, revenues and units of service reports outlining expenditures made and describing actual delivery of services provided under the Exhibits. It will also include a narrative report as outlined in the Quarterly Report Form. Reports are due on the following dates for each quarter in fiscal year 2006/2007:
 - First Quarter: October 23, 2006
 - Second Quarter: January 22, 2007
 - Third Quarter: April 23, 2007
 - Fourth Quarter: July 23, 2007

Reports are due on the following dates for each quarter in fiscal year 2007-08:

- First Quarter: October 22, 2007
- Second Quarter: January 21, 2008

VIII. COUNTY'S RESPONSIBILITIES

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
1. Quarterly Treatment Reports;
 2. Financial reports such as annual budgets, cost allocation plans, and cost reports;
 3. Incident reports;
 4. Outcome data;
 5. Monthly DATAR Reports
 6. Other requested reports
- B. A County program liaison may visit Contractor during the contract term. The visits

shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:

1. Review all pertinent participant records.
 2. Conduct appropriate interviews/discussions with participants served by Contractor.
 3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
 4. Meet with appropriate program management and operations staff.
 5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
 - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
 6. A County program liaison may attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. AODS will conduct periodic mandatory treatment provider meetings with representatives of all contracted service providers and appropriate staff.
- D. Provide ongoing technical assistance as needed.
- E. AODS shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the California Outcomes Measurement System (CalOMS) data submissions to the State of California.

ATTACHMENT 5-1
Program Specific Requirements
(Fee For Service Agreement)
WOMEN'S RECOVERY ASSOCIATION
July 1, 2006 through December 31, 2007

I. GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Attend each of the following meetings:
1. Contractor shall attend periodic mandatory meetings; and
 2. Drug and Alcohol Information System for You (DAISY) User Group meeting.
 3. Other meetings as required by the County
- B. Contractor shall acknowledge the San Mateo County Alcohol and Other Drug Services (AODS) and/or the County of San Mateo as a funding source on newly developed promotional materials.
- C. Subcontracting requirements:
1. Pursuant to paragraph 12 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS

- A. Contractor shall maintain alcohol and drug treatment program client records that include the following:
1. Intake form (to include California Outcome Measures System (CalOMS) data elements) ;
 2. Signed fee determination;
 3. Redetermination of fee every twelve (12) months or when requested by clients (except for residential treatment);
 4. Health questionnaire;
 5. Social history including employment, and criminal history;
 6. Alcohol and drug history;
 7. Presenting problem;
 8. Completed baseline Addiction Severity Index (ASI), and 6 month follow-up;
 9. Recovery/ treatment plan;
 10. Progress notes;
 11. Closure summary/discharge plan;
 12. Documented quarterly quality assurance review by consultant/supervisor;
 13. Signed release(s) of information as required;
 14. Signed consent to treatment; and
 15. Signed confidentiality agreement(s).
- B. Contractor will be in compliance with the DAISY Web-Based Application.
1. Contractor must participate and be in compliance with the Drug and Alcohol DAISY system. DAISY is a centralized web-based application utilized by the County of San Mateo, Human Services Agency, Alcohol and Other Drug Services to manage

client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. Contractor shall ensure their appropriate staff attends the DAISY User Group and other scheduled trainings as appropriate. Contractor shall maintain an ongoing compliance with DAISY.

2. Contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.
- C. Administer the ASI to all treatment program clients who were not assessed via an ASI within 30 days prior to admission to Contractor's program(s). Submit follow up reports on data collected at 6 month follow-up as directed by the County AODS Administrator or designee.
 - D. Make efforts to diversify program revenue sources.
 - E. Comply with applicable California Department of Alcohol and Drug Programs certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
 - F. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County AODS Administrator or designee.
 - G. In the event that a participant appeals the manner or amount of his/her fee determination, contractor's will abide by the decision of the AODS Administrator or designee. Fee determination shall be based on a fee schedule approved by County.
 - H. Effective July 1, 2007 ADP will only accept DATAR Reports submitted electronically via its web-based DATAR reporting system. Treatment programs are required to send monthly DATAR information to ADP by the tenth of the following month of service delivery.

III. PROGRAM CERTIFICATION

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. Program Requirements:
 1. Commence new program services no later than 90 days after initiation of any start-up activities that are funded by County.
 2. Make use of available community resources, including recreational resources.
 3. Operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location.
 4. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.
- B. Program participants who fall into the following categories will be considered to have a co-occurring disorder. Contractor will abide by the following definitions and protocol for such individuals:
 1. Definition of co-occurring disorder:

- a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client. These individuals may or may not be in prescribed medications.
 - b. Individuals who have a diagnosis of Antisocial Personality Disorder, Mental Retardation, Learning Disorders, Autistic Disorders, Delirium, Dementia or Amnesic and other Cognitive Disorders and Substance Use Disorders, but none of the psychiatric diagnoses noted above, are considered to have a co-occurring disorder for the purposes of this protocol.
- C. Administrative Requirements:
- 1. Provide statistical information upon reasonable request of County.
- D. Facility Requirements:
- 1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.
 - 2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
 - 3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.
- E. Governance and Operational Requirements:
- 1. Comply with all federal, state and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
 - 2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
 - a. A conflict of interest policy applicable to all of Contractor's program employees, which includes, but is not limited to, financial conflict of interest.
 - b. Personnel policies that discuss the following:
 - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position.
 - a) Include criteria regarding the employment of current program participants.
 - 2) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
 - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
 - d. Procedures for obtaining medical, psychiatric evaluation and emergency services.
 - e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.

- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
 - 1) 42 Code of Federal Regulation (CFR) regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
 - 2) Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR pts 160 & 164, and applicable sections of the California Health & Safety Code.
 - 3) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
 - 4) Health and Safety Code Section 11812(c).
- h. A prevention and recovery philosophy by which Contractor will maintain program structure, operation and staffing.
 - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
 - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
 - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.
- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

F. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
- 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
- 3. Disclose to County in writing, within 14 calendar days of the occurrence of any of the following circumstances:
 - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
 - 1) Any member of Contractor's governing board.
 - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
 - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.

- b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
4. If the AODS Administrator reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation or program functioning, County may require Contractor to cease said activity.
5. If Contractor does not cooperate with any of the provisions of paragraphs 1 through 4 of this section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

IV. FISCAL CERTIFICATIONS

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in paragraph IV.A.2. below, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
 2. In the event that the federal, state or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
 1. Contractor will perform audit according to standard accounting practices.
 2. This expense is an allowable cost in Contractor's program budget.
 3. If County reasonably believes that the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives FIVE HUNDRED THOUSAND DOLLARS (\$500,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
 1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.

2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
 3. Contractor may conduct audit either annually or bi-annually. If Contractor conducts audit biannually, audit must cover a two-year period.
 4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
 5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
 6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
 7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
 8. Contractor will submit a copy of the audit report to County no later than November 15, 2007 for fiscal year 2006-07 and November 15, 2008 for fiscal year 2007-08.
- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or his or her designee.
1. County has the option to retain ownership of capital equipment purchased with contract funds.
- F. Contractor will spend no contract funds on fundraising.

V. Unusual Incidents Policy

Contractor shall comply with Title 9, section 10561(b) (1) of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the County AODS Administrator or designee, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to the following:

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this agreement with the County (Including administrative or key staff changes). All administrative and key staff changes should be reported to AODS. Notifications should include new staff's name, address, and qualifications.
5. Serious personal injury.
6. Serious property damage.
7. All cases of communicable diseases reported under section 2502 of title 17 of California Code of Regulation (CCR), shall be reported to the local health officer in addition to AODS.