

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
HORIZON SERVICES, INC.**

THIS SECOND AMENDMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Horizon Services, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

**WHEREAS**, on December 14, 2004, the parties hereto entered into an Agreement under Resolution 067107, for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement ("the Original Agreement"); and

**WHEREAS**, on January 28, 2005, the parties, under a First Amendment, modified the Original Agreement to increase the rate of payment, increasing the maximum amount by \$20,000, for a maximum obligation of \$1,020,000; and

**WHEREAS**, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement to add grant rollover funds in the amount of \$55,551 and \$13,500 for a Cost of Doing Business Increase (COBI) for a new maximum obligation of \$1,089,051.

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

1. Section 3.A. Payments is hereby amended and restated in its entirety to read as follows:

**3. Payments**

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Attachments herein, the amount that County shall pay for services rendered under this Agreement shall not exceed One Million Eighty Nine Thousand and Fifty-One Dollars (\$1,089,051), for the contract term.

2. Exhibit A-1 is hereby deleted and replaced in its entirety by Exhibit A-2 attached hereto.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT:**

1. The Center for Substance Abuse Treatment (CSAT) funded Agreement for alcohol and drug treatment services between the parties dated December 14, 2004, and Amended by a First Amendment on January 28, 2005, is amended as set forth herein.
2. This Second Amendment is hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
3. All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this Second Amendment shall continue to be binding on all parties hereto.

This Second Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the Second Amendment to the parties' Original Agreement dated December 14, 2004 and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the Second Amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this Second Amendment shall not be effective unless set forth in a writing executed by both parties.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands to this Second Amendment.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Adrienne Tissier, President,  
Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

**Horizon Services, Inc.**

\_\_\_\_\_  
Contractor's Signature

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

**EXHIBIT A-2**  
**Center for Substance Abuse Treatment (CSAT) Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**HORIZON SERVICES, INC.**  
**September 30, 2004 through September 29, 2009**

Contractor will provide the following services in accordance with the guidelines and requirements of the Catalog of Federal Domestic Assistance Number TI-01-006; the Grant Award No. 1 H79 TI16683-01, Title: San Mateo County Substance Abuse Services in Homeless Shelters, dated September 30, 2004, (hereafter referred to as the CSAT grant), which is the sole funding source for these services; and the PHS Grants Policy Statement, and all requirements in the Guidance for Applicants (GFA) document.

Contractor will work in collaboration with homeless services providers and Alcohol and Other Drug Services staff to increase linkages to related services including housing, primary health care, and mental health services. Contractor will develop a training plan for counselors, shelter case managers and key administrative staff working on the homeless project that will ensure that staff have training in areas including, but not limited to, victimization/violence, veteran issues, Post Traumatic Stress Disorder, dual diagnosis, generational substance abuse, familiarity with the Behavioral Health and Recovery Services and other County service linkage requirements, and linkages to detoxification and mental health services, and other issues. Counselors employed or otherwise utilized by Contractor must meet the competency requirements of the State licensing/certification regulations and Contractor is responsible for insuring the same. Contractor will submit to Alcohol and Drug Services their policy on serving individuals who are dually diagnosed, receiving chemically assisted treatment including psychotropic medication, Methadone, LAAM, or have "co-occurring disorders."

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 who meet Alcohol and Drug Services treatment criteria, hereinafter referred to as "program participants."

**I. NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES:**

Contractor will provide alcohol and drug nonresidential treatment services, including assessment and referral, utilizing the evidence-based practices of Motivational Interviewing and Cognitive-Behavioral Therapy, in the two designated homeless shelters to homeless men and women who are identified through the coordination efforts with the homeless service organizations identified in the CSAT Grant. Contractor will refer those individuals who do not meet the criteria for Contractor's nonresidential alcohol and drug treatment services to other treatment programs throughout the County as needed (i.e., detoxification, residential, day treatment, outpatient, etc.). Contractor will document such referrals.

**A. Nonresidential Alcohol and Drug Treatment Units of Service:**

1. Admit to Contractor's nonresidential alcohol and drug treatment program a minimum of four hundred fifty (450) program participants for the term of the contract, who meet the criteria specified in Federal Grant 1 H79 TI16683-01 and are clinically assessed as needing outpatient services. Provide a minimum of ten (10) individual and group counseling hours, per week, per program participant to be allocated by Contractor.

2. Contractor will provide a total of twenty-two thousand three hundred forty (22,340) hours of staff availability for the term of the contract, dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. Services will be provided over the contract term as follows:
  - a) Contractor will provide approximately four thousand four hundred sixty eight (4,468) staff available hours annually.

**B. Nonresidential Alcohol and Drug Treatment Services:**

Contractor's basic nonresidential alcohol and drug treatment program shall include, but not be limited to:

1. Conduct intake and assessment using the Addiction Severity Index (ASI), and provide education, recovery planning, and relapse prevention services for each program participant utilizing the evidence-based practices of motivational interviewing and cognitive behavioral therapy.
2. Provide weekly individual and group counseling on alcohol and drug recovery issues including, but not limited to, adult children of alcoholics, anger management, co-dependency, substance-related abuse, family issues, Post Traumatic Stress Disorder, stress management and prevention, and issues related to homelessness.
3. Provide access to 12-step meetings and other peer support services.
4. Provide on-going alcohol and drug-free socialization activities. Every event must be alcohol and drug free.
5. Directly, or with the assistance of Mental Health staff, provide evaluation and referral for medical and mental health needs.
6. Provide, or make available, ancillary services including access to education and literacy programs, State Disability Income (SDI), Supplemental Security Income (SSI), General Assistance (GA), Temporary Assistance for Needy Families (TANF), and other appropriate benefits resources, job skills assessment and training, employment information, and HIV/AIDS and Hepatitis B/C testing and education.
7. Develop an aftercare plan with each program participant prior to final phase of treatment program. Plan will include group and individual support for continued recovery, relapse prevention, education, and continuing linkages with community services.
8. Ensure that each program participant is administered baseline and follow-up ASI and Government Performance Results Act (GPRA) instruments at six (6) months and twelve (12) months, as specified in the grant.

**C. Nonresidential Alcohol and Drug Treatment Rates of Payment:**

Monthly County payment to Contractor is determined by dividing the entire five year fiscal obligation into sixty (60) payments, subject to Contractor's performance. County reserves the right to adjust payments, to pay only for services provided, based on the unit rate if Contractor fails to provide the contracted units of service, or fails to serve the number of individuals contracted for. In full consideration of the CSAT services provided by Contractor, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Behavioral Health and Recovery Services or designee:

1. County shall pay Contractor according to the payment schedule in Section D. Rate of Payment Chart of this Exhibit A-2. Under no circumstances, shall the maximum contract obligation exceed the amount of **One Million Eighty Nine Thousand and Fifty-One Dollars (\$1,089,051), including incentive payments**, for the term of the Agreement.
  - a. Contractor will submit monthly reports including:
    - 1) The number of individual and group counseling hours provided each month.
    - 2) Number of group sessions provided each month.
    - 3) Number of staff available hours each month.
    - 4) Number of program participants served each month.
    - 5) Number of admissions and discharges each month.
    - 6) Number of referrals made to other programs each month.
    - 7) Number of six-month and twelve-month follow-up interviews conducted each month.
  - b. Contractor's monthly reports are due by the 15th day of each month. Each monthly payment shall be paid by the County shall be paid within 15 days of receipt of the above-referenced monthly report.

**D. Other Incentives:**

Clients will be offered \$20 gift certificates by the Contractor as incentives for completing 6 and 12 month follow-up interviews. These costs are projected at \$20 per client for each two follow-up meetings, which corresponds to \$40 per client per year at 100 clients per year for the total of \$4,000 annually, not to exceed a maximum obligation of \$20,000 for the term of the contract. Contractor will provide the list of eligible clients to AOD after the completion of the follow-up interviews for reimbursement.

**E. Rate of Payment Chart:**

|                           | <b>Annual Payment</b> | <b>Monthly Payment</b> | <b>Annual Incentives</b> | <b>Time Frame</b>   |
|---------------------------|-----------------------|------------------------|--------------------------|---------------------|
| <b>Year 1 (9 months)</b>  | \$ 150,000            | \$ 16,667              | \$ 3,000                 | 9/30/04-6/30/05     |
| <b>Year 2 (12 months)</b> | \$ 200,000            | \$ 16,667              | \$ 4,000                 | 7/1/05-6/30/06      |
| <b>Year 3 (12 months)</b> | \$ 200,000            | \$ 16,667              | \$ 4,000                 | 7/1/06-6/30/07      |
| <b>Year 4 (6 months)</b>  | \$ 103,000            | \$ 17,167              | \$ 2,000                 | 7/1/07-12/31/08     |
| <b>Year 4 (6 months)</b>  | \$ 140,034            | \$ 23,339              | \$ 2,000                 | 1/1/07-6/30/08      |
| <b>Year 5 (3 months)</b>  | \$ 70,018             | \$ 23,339              | \$ 1,000                 | 7/1/08-9/30/08      |
| <b>Year 5 (9 months)</b>  | \$ 154,499            | \$ 17,167              | \$ 3,000                 | 10/1/08-6/30/09     |
| <b>Year 6 (3 months)</b>  | \$ 51,500             | \$ 17,167              | \$ 1,000                 | 7/1/09-9/30/09      |
| <b>TOTAL</b>              | <b>\$ 1,069,051</b>   |                        | <b>\$ 20,000</b>         | <b>\$ 1,089,051</b> |

**Attachment J  
County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

|                  |                                    |        |                |
|------------------|------------------------------------|--------|----------------|
| Contractor Name: | Horizon Services, Inc.             | Phone: | (510) 582-2100 |
| Contact Person:  | (510) 582-1221                     | Fax:   | (510) 582-1221 |
| Address:         | 1151 A Street<br>Hayward, CA 94541 |        |                |

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_ (date) and expires on \_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_ (date) and expires on \_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title