

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

THIS FIRST AMENDMENT is 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";

WITNESSETH:

WHEREAS, on December 4, 2007, the parties hereto under Resolution 069130 entered into an agreement, (the "Original Agreement"), for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement to incorporate Co-occurring services in the amount of \$52,066; a Cost of Living Adjustment (COLA) in the amount of \$35,132; and the Mentally Ill Offender Crime Reduction (MIOCR) funding in the amount of \$64,000, for a new maximum obligation of (\$1,907,775), with no change to the term, January 1, 2008 through June 30, 2009.

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 First Amendment to the Original Agreement shall not exceed ONE MILLION NINE HUNDRED SEVEN THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS (\$1,907,775), for the contract term.

2. Section 3.D. Is hereby incorporated:

3. Payments

D. Availability of Funds

Contractor agrees to provide services under the Mentally Ill Offender Crime Reduction (MIOCR) funding stream unless San Mateo County is notified that said funding is no longer available. Furthermore the County may terminate this Agreement or a portion of the services referenced in Exhibit A1 or Exhibit B1, based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as reasonably possible after County learns of said unavailability of outside funding.

3. Exhibit A – Description of Services is hereby deleted in its entirety and replaced with Exhibit A1 - Description of Services, attached hereto.
4. Exhibit B – Payment and Monitoring Procedures, is hereby deleted in its entirety and replaced with Exhibit B1 – Payments and Rate of Payments, attached hereto.

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

1. The Original Flat Rate Agreement between the parties dated December 4, 2007, is amended as set forth herein.
2. This First 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 First Amendment shall continue to be binding on all parties hereto.

This First Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated December 4, 2007, 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 amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this First 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 First Amendment.

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

WOMEN'S RECOVERY ASSOCIATION

Linda Carlson, Executive Director

Name, Title

Signature

Date: _____

EXHIBIT A1 – DESCRIPTION OF SERVICES
WOMEN'S RECOVERY ASSOCIATION

I. Flat Rate Negotiated Rate Contract (NRC)

Contractor will provide the following alcohol and drug treatment and recovery services at a mutually agreed upon location in San Mateo County. Payments under the Original Agreement and this First Amendment to the Original Agreement must directly support services specified in Exhibit A1. Contractor will give priority admission to San Mateo County residents. Contractor will provide the following services to consumers, who meet Alcohol and Drug Services (AOD) treatment and recovery services criteria in the following priority populations and service modalities. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

A. Priority Populations Modalities, and Programs

The base of the funds must be used to serve priority population consumers.

Specifically:

1. 85% of annualized flat rate base funding must serve consumers from one or more of AOD's Priority Populations.
2. 15% of the flat rate base funding is discretionary.
3. 100% of the Strategic Directions 2010 funding in the amount of \$611,469 shall be used to fund services for consumers in the four priority populations as outlined in the Strategic Directions 2010.

Units of Service January 1, 2008 – June 30, 2009

Modalities / Priority Populations	Capacity/ Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
Residential – Adult / (Families with young children, Youth, Homeless families and individuals, Adults in the criminal Justice system)	Capacity: 10 Individuals: 53	# of BD: 5,475
Residential – Perinatal Adult / (Families with young children, Youth, Homeless families and individuals, Adults in the criminal Justice system)	Capacity: 12 Individuals: 54	# of BD: 6,595
Outpatient – Adult / (Families with young children, Homeless families and individuals, Adults in the criminal Justice system)	Capacity: 18 Individuals: 108	# of SAH: 2,370
Outpatient – Adolescent / (Youth and their families)	Capacity: 8 Individuals: 16	# of SAH: 1,246
Outpatient – Adolescent (Youth)	Capacity: 8 Individuals: 16	# of SAH: 1,269
Treatment Readiness – Adult / (Families with young children, Homeless families and individuals, Adults in the criminal Justice system)	Capacity: 40 Individuals: 360	# of SAH: 764
Women's Treatment Pilot	Individuals: 12	Continuum of care

Priority Population Funding: UOS Breakdown

Funding Type / Modality	Total Units of Service (UOS)	Priority Population (UOS)	Priority Population (UOS %)	Allowable Discretionary (UOS)	Allowable Discretionary (UOS %)
Flat Rate Base Funding (Residential)	5,475 (BD)	4,654(BD)	85%	821 (BD)	15%
Flat Rate Base Funding (Perinatal Residential)	3,343(BD)	2,842(BD)	85%	501 (BD)	15%
Flat Rate Base Funding (Outpatient)	2,370 (SAH)	2,014 (SAH)	85%	356 (SAH)	15%
Flat Rate Base Funding (Treatment Readiness)	764 (SAH)	649 (SAH)	85%	115 (SAH)	15%
Flat Rate Base Funding (Adolescent outpatient for youth and their families)	1,269 (SAH)	1,079 (SAH)	85%	190 (SAH)	15%
Strategic Directions 2010 Funding (Adolescent outpatient)	1,246(SAH)	1,246 (SAH)	100%	0	0%
Strategic Directions 2010 Funding (Adult Perinatal)	3,252 (BD)	3,252 (BD)	100%	0	0%
Strategic Directions 2010 Funding Women's Treatment Pilot	12 clients	12 clients	100%	0	0%
TOTAL UOS—*Residential **Outpatient ***Tx Readiness	*12,070 (BD) **4,885 (SAH) ***764 (SAH)	*10,748 (BD) **4,339 (SAH) ***649 (SAH)	*89.0% **89.0% ***85.0%	*1,322 (BD) **546 (SAH) ***115 (SAH)	*11.0% **11.0% ***15.0%

Special conditions: Utilizing Strategic Directions 2010 Funding, Alcohol and Other Drug Services will work collaboratively to develop and implement a “pilot” project tracking consumers through treatment for one year. As part of the continuum of care, Women’s Recovery Association will be utilizing adolescent funding to provide outpatient services to San Mateo County adolescent girls and their families.

B. System-wide Improvements

Contractor is encouraged to use the Network for the improvement of Addiction Treatment (NIATx) process in the implementation of its Quality Improvement Plans. Contractor’s improvement program shall be a continuous cycle, which is driven by data and involves input from staff and other stakeholders.

1. Consumer Outcomes

- a. By March 31, 2008 Contractor will attend and participate in at least one performance and Quality Improvement (QI) training provided by Alcohol and Other Drug Services (AOD).
- b. Following the training, Contractor will develop an action plan that will focuses on at least one client outcome. The plan should:
 - 1. Identify the specific problem.
 - 2. Identify the root cause(s) of the problem.
 - 3. Determine the data to measure future progress.

4. Design an implementation plan with milestones and timeline.
 - c. Contractor has identified a QI process using NIATx. NIATx addressed four aims with substance abuse treatment programs across the United States: to reduce wait times and no shows and increase access and retention utilizing the Plan Do Study Act (PDSA) process improvement model.
 - d. Contractor will review progress and outcomes of current QI plan with Contract Monitor on a quarterly basis.
2. Alcohol and Drug Services Policy
Contractor will implement Medication Policy, Relapse Policy, and Narcotic Replacement Therapy Policy by January 1, 2008.
3. Staffing
Beginning January 1, 2008, Contractor will provide a staff roster and annual updates including progress toward meeting the Department of Alcohol and Drug staff certification requirements. Updates should include the following information for each staff person providing direct services:
 - a. Hire date;
 - b. Current degrees or certificates; and
 - c. Progress towards certification and expected completion date.
4. Best Practices
 - a. By June 30, 2008, Contractor will evaluate the protocol and process to identify and diagnose clients with Co-occurring disorders.
 - b. By June 30, 2008, Contractor will evaluate the impact of the Nurturing Parent Curriculum.
 - c. Thereafter, Contractor will provide a quarterly update on the results of the Nurturing Parent Curriculum.
5. Consumer Input
 - a. Consumers will be involved in their treatment plan.
 - b. Contractor will create and implement consumer satisfaction surveys to better track client success.
 - c. Contractor will evaluate consumer feedback and utilize the NIATx process to improve quality services.
6. Continuum of Care
Contractor will involve consumers in a treatment plan that includes a continuity of care plan beginning with the initial assessment focusing on the consumer's resources, issues, and strengths. The plan will be evaluated and evolve during the course of the consumers engagement with the Contractor. The plan and the modifications will be documented in the consumers file. Contractor will also document referrals and linkages to other services and providers.
7. Co-occurring Disorders
 - a. Contractor will continue participation as a Change Agent and will attend and participate in all of the activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) treatment capability.
 - b. Based on Contractor self-assessment utilizing the COMPASS, Contractor will continue implementation of COMPASS action. Contractor will provide quarterly progress on implementation.

- C. Capacity Building
 - 1. Contractor will work in partnership with AOD to study the viability of billing under Drug Medi-Cal and 3rd party payer.
 - 2. Contractor will document and track consumers who are CalWORKS eligible.
- D. Technical Assistance Needs

AOD will offer consultation, technical assistance, and training to assist Contractor in implementing System-wide Improvement and capacity building activities.

II. COUNTY Funded Residential Services for Clients with Co-occurring Disorders

Payments under this First Amendment to the Original Agreement must directly support services specified in this First Amendment to the Original Agreement. Services will be culturally and language appropriate for the population specified in the proposal of services provided by the Contractor to San Mateo County Behavioral Health and Recovery Services, Alcohol and Other Drugs.

A. Contractor will provide the following County Funded Ancillary Services:

- 1. Contractor will provide Masters level counselors who are currently registered as Marriage and Family Therapist Interns, counselors with Bachelor's Degree and AOD Certificate, or counselors with equivalent level of qualifications and experience. The Contractor will document monthly hours of supervision by a licensed mental health professional as required by the state licensing guidelines. Supervision will be relevant to providing competent services to clients with co-occurring disorders.
- 2. Client services shall include at least one weekly individual counseling session. Counselors may increase weekly sessions to two sessions per week based on the clinical needs of the client as assessed by the counselor in collaboration with the treatment team and the Supervisor.
- 3. Client services shall include four weekly group therapy sessions in smaller process groups.
- 4. Client services shall include Basic Core group services with an integrated dual focus as well as specialized small group sessions that address specific issues such as: trauma (Creating Safety), emotional regulation (DBT) and eating disorders (Food and Feelings).
- 5. Clients shall receive ongoing case management services, which address a range of case management needs: medical, legal, vocational, housing, and educational, from entry through transition to the community.
- 6. An individualized treatment plan shall be developed for each client.
- 7. All of Contractor's services shall be Co-occurring capable. Enhanced services shall be provided based upon each client's diagnoses and assessed needs.
- 8. Co-occurring diagnosis of mental illness shall be assessed and recorded for all new admissions within two – four weeks of admission.
- 9. Client retention in treatment shall be monitored. Problems with client retention will be identified and addressed.

10. Contractor will maintain client standards set forth in the original NRC/County Flat Rate Contract.

11. Contractor will provide quarterly reports delineating progress on the implementation of goals.

III. Mentally Ill Offender Crime Reduction (MIOCR)

Contractor shall provide women's residential alcohol and drug treatment services/beds or perinatal residential alcohol and drug treatment services/beds on an as-available and as-needed basis in accordance to the instructions below. Referrals for the use of beds must come through Mental Health Services Deputy Director or designee

A. Residential and Perinatal Alcohol and Drug Treatment Services

1. Residential Alcohol and Drug Treatment Services

Contractor shall provide the following services which are part of Contractor's basic women's residential alcohol and drug treatment program:

- a. Intake, assessment using the Addiction Severity Index-Lite (ASI-Lite), recovery planning, relapse prevention, and discharge planning;
- b. Weekly education classes and group counseling sessions and document participation in participants case records;
- c. Have program participants attend at least four (4) meetings of Alcoholics Anonymous, Narcotics Anonymous, and/or other self-help groups during their participation in the program;
- d. Refer all appropriate unemployed program participants to the Department of Rehabilitation for assessment, job training, and placement;
- e. Review all medical needs of program participants and make appropriate referrals as required;
- f. Provide or facilitate alcohol and drug free socialization activities for participants;
- g. Provide each participant with food, shelter and other basic needs while each such participate is in Contractor's residential alcohol and drug treatment program;
- h. Work with County to coordinate client transportation needs;
- i. Provide aftercare services upon completion of Contractor's residential alcohol and drug treatment program. Such aftercare services shall include development of an aftercare plan with each program participant prior to the final phase of the treatment program; and
- j. Provide follow-up including administering the ASI-Lite at six (6) months after intake for each program participant.

2. Perinatal Residential Alcohol and Drug Treatment Services

- a. Perinatal residential alcohol and drug treatment participants must be either pregnant and substance using; or parenting, with an identified impairment in her ability to care for a child, ages birth through seventeen (17) years of age, due to substance use. Parenting women who are trying to regain legal custody of their children are also included.
- b. Contractor shall provide all of the services in the women's residential alcohol and drug treatment services described in Paragraph I.A.1. plus the following services which are part of the Contractor's basic perinatal residential alcohol and drug treatment program:

- 1) Parenting skills education including parenting styles, discipline, communication and self-esteem building, child abuse prevention, male involvement, and infant care;
- 2) Address family reunification issues so program participants may work to maintain family structure and may have a family base to return to upon completing Contractor's program;
- 3) Provide appropriate childcare; and
- 4) Provide psycho-educational groups, process groups, individual counseling, and "Mommy and Me" groups.

B. Intensive Nonresidential Alcohol and Drug Treatment Services (Intensive Outpatient Services)

1. Contractor shall provide three (3) hours a day of intensive nonresidential alcohol and drug treatment services. Such services shall be provided for clients three (3) to five (5) days per week as referred by the Mental Health Services Deputy Director or designee.
2. Contractor shall provide the following services which are part of Contractor's basic women's intensive nonresidential alcohol and drug treatment program:
 - a. Intake, assessment using the Addiction Severity Index-Lite (ASI-Lite), recovery planning, relapse prevention, and discharge planning;
 - b. Two (2) individual counseling sessions per month;
 - c. A minimum of three (3) hours of recovery-oriented group counseling per week. Program topics will include addiction and recovery, parenting skills, health issues, the twelve-step model of recovery, family dynamics, self-esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, and ongoing educational workshops;
 - d. Ancillary support services will include access to HIV/AIDS, HEP A, B, C, and STD testing and education, English as second language (ESL) classes, vocational and educational training, preventive health, and financial assistance;
 - e. Case coordination and referrals with other San Mateo County providers as necessary;
 - f. Collateral services will be provided to family member including education on substance abuse behavior and lifestyle, along with educational meetings on how to give support to the family member in treatment;
 - g. Opportunities will be provided for participants to engage in community involvement activities, encouraging them to be active in their community and in society. These activities may include community service;
 - h. Aftercare services upon completion of Contractor's intensive nonresidential alcohol and drug treatment program. Such aftercare services shall include development of an aftercare plan with each program participant prior to the final phase of the treatment program; and
 - i. Provide follow-up including administering the ASI-Lite at six (6) months after intake for each program participant.

C. Nonresidential Alcohol and Drug Treatment Services (Outpatient Services)

For each client referred to Contractor's nonresidential alcohol and drug treatment services Contractor shall provide:

1. Recovery-oriented group counseling. Program topics will include addiction and recovery, parenting skills, health issues, the twelve-step model of recovery, family dynamics, self-

esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, and ongoing educational workshops; and

2. Two (2) hours of relapse prevention each month including ongoing program activities, group and individual support, education, and ongoing links to community services.
- D. Contractor's representative shall participate three (3) hours a week in the Pathways for Women program meetings at a time and location determined by the County.
- E. County staff will develop and maintain mental health client treatment plans, provide case management and medication support services, and work with Contractor to coordinate client transportation needs.
- F. Administrative Requirements
1. Paragraph 13 of the Original Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
 2. Administering Satisfaction Surveys
Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.
 3. Cultural Competency
 - a. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training;
 - b. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated; and
 - c. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.
 4. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Adult Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.
 5. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this First Amendment to the Original Agreement. Any employee(s) of contractor determined to be

an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

6. Goals and Objectives

Contractor shall ensure that the following outcomes are pursued throughout the term of this Agreement:

Goal: To enable seriously mentally ill and dually diagnosed adults to remain in the community and to reduce incarceration, homelessness, and institutionalization.

Objective 1: Fifty percent (50%) of clients admitted to Contractor's treatment programs will successfully complete treatment.

Data collection to be completed by the Contractor.

Objective 2: Eighty percent (80%) of clients who successfully complete treatment will be (illicit) drug and alcohol free six (6) months post admission to treatment.

Data collection to be completed by the Contractor.

Objective 3: Seventy percent (70%) of clients who successfully complete treatment will be (illicit) drug and alcohol free twelve (12) months post admission to treatment.

Data collection to be completed by the Contractor.

Objective 4: Eighty percent (80%) of clients who successfully complete treatment will not be re-arrested during the twelve (12) months following admission to treatment.

Data collection to be completed by the County.

EXHIBIT B1
Payments and Rate of Payments
WOMEN'S RECOVERY ASSOCIATION

I. Flat Rate NRC

Payments under the Original Agreement and this First Amendment to the Original Agreement must directly support services specified in Exhibit A1.

Contractor's annual budget, and line item narrative justification covering all contracted services under the Original Agreement and this First Amendment to the Original Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the Alcohol and Other Drug Policy and Procedure Manual.

A. Payments:

In full consideration of the services provided by Contractor, the total amount for community-based partnership services provided through this First Amendment to the Original Agreement is ONE MILLION SEVEN HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED NINE DOLLARS (\$1,791,709).

B. Rate of Payments:

County will pay Contractor the total contract amount in eighteen (18) monthly payments in a manner as specified in the charts below. County will pay Contractor's monthly payment within 30 days, upon timely submission of reports as outlined in the Alcohol and Other Drug Services Policy and Procedure Manual.

January 1, 2008 - June 30, 2008

Services	Funding amount	Monthly amount	UOS BD or SAH	Rate	# clients to be served	Slots
County Adult Non Residential	\$32,125	\$5,354.17	391	\$82.14	27	14
County Adult- Residential	\$31,152	\$5,192	366	\$85.00	4	2
County Adolescent- Outpatient to Adolescents and their families	\$33,100	\$5,516.67	423	\$78.25	4	4
County Adult Treatment Readiness	\$21,434	\$3,572.33	255	\$84.19	60	20
NRC Adult Non Residential	\$33,593	\$5,598.83	399	\$84.19	30	15
NRC Adult Perinatal Residential	\$110,334	\$18,389	1114	\$99.00	9	6
NRC Adult Residential	\$123,961	\$20,660.17	1458	\$85.00	14	8
Strategic Directions 2010 Funding Residential - Families with young children	\$91,043	\$15,173.83	921	\$99.00	6	6
Strategic Directions 2010 Funding Day Treatment – Families with Young Children	\$16,284	\$2,714	95	\$173.00	6	6
Strategic Directions 2010 Funding Women's Treatment Pilot	\$60,000	\$10,000	0	0	4	4
Strategic Directions 2010 Funding Adolescent Outpatient	\$32,500	\$5,416.67	415	\$78.25	4	4
TOTAL	\$585,526				168	89

Summary of Priority Populations - January 1, 2008 - June 30, 2008

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$385,700	\$327,845	85.00%	\$57,855	15%
Strategic Directions 2010	\$199,827	\$199,827	100.00%	0	0%
TOTAL Funding	\$585,526	\$527,671	90.12%	\$57,855	9.88%

July 1, 2008 - June 30, 2009

Services	Funding amount	Monthly amount	UOS BD or SAH	Rate	# clients to be served	Slots
County Adult Non Residential	\$66,176	\$5,515	782	\$84.62	55	14
County Adult- Residential	\$64,174	\$5,348	733	\$87.55	7	2
County Adolescent- Outpatient to Adolescents and their families	\$68,186	\$5,682	846	\$80.60	8	4
County Adult Treatment Readiness	\$44,154	\$3,680	509	\$86.75	120	20
NRC Adult Non Residential	\$69,202	\$5,767	798	\$86.72	60	15
NRC Adult Perinatal Residential	\$227,288	\$18,941	2229	\$101.97	17	6
NRC Adult Residential	\$255,360	\$21,280	2917	\$87.54	28	8
Strategic Directions 2010 Funding Residential - Families with young children	\$221,093	\$18,424	2168	\$101.98	16	6
Strategic Directions 2010 Funding Women's Treatment Pilot	\$123,600	\$10,300	0	0	8	8
Strategic Directions 2010 Funding Adolescent Outpatient	\$66,950	\$5,579	831	\$80.57	8	4
TOTAL	\$1,206,183	\$74,524	10298	\$117.13	8	4

Summary of Funding for Priority Populations - July 1, 2008 - June 30, 2009

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$794,540	\$675,359	85.00%	\$119,181	15%
Strategic Directions 2010	\$411,643	\$411,643	100.00%	0	0%
TOTAL Funding	\$1,206,183	\$1,087,002	90.12%	\$119,181	9.88%

C. Required Fiscal Documentation:

1. Contractor's annual budget, and line item narrative justification covering all contracted services under the Original Agreement and this First Amendment to the Original Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the Alcohol and Other Drug Policy and Procedure Manual.

II. County Funded Residential Services for Clients with Co-occurring

All payments under this First Amendment to the Original Agreement must directly support services specified in this Exhibit A1.

A. Payments and Rate of Payments:

In full consideration of the BASN services provided by Contractor in Exhibit A1 County shall pay Contractor in the manner as outlined in the chart below:

Fiscal Year	Authorized Contract Amount	Monthly Amount
FY 2008-09	\$ 52,066	\$ 4,338.83
Total Maximum Contract Obligation	\$ 52,066	\$ 4,338.83

III. Mentally Ill Offender Crime Reduction (MIOCR)

In consideration of the services provided by Contractor in Exhibit A1, County shall pay Contractor based on the following fee for service schedule:

A. Payments

In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed SIXTY FOUR THOUSAND DOLLARS (\$64,000).

B. Rate of Payments

1. Contractor shall provide women’s residential alcohol and drug treatment services beds, or perinatal residential alcohol and drug treatment services beds (as described in Exhibit A) at the rate of ONE HUNDRED THIRTY-FIVE DOLLARS (\$135) per day.
2. For each client referred to Contractor’s intensive nonresidential alcohol and drug treatment services (as described in Exhibit A1) Contractor shall provide three (3) hours a day of intensive nonresidential alcohol and drug treatment services at the rate of ONE HUNDRED-SIXTEEN DOLLARS (\$116) per day. Such services shall be provided three (3) or five (5) days per week.
3. For each client referred to Contractor’s nonresidential alcohol and drug treatment services (as describe in Exhibit A1), Contractor shall provide nonresidential alcohol and drug treatment services at the rate of THIRTY-EIGHT DOLLARS AND SEVENTY CENTS (\$38.70) per hour.

C. Monthly Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and changes for the month of service.
2. Contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - a. County provided service reporting form(s) (“Service Reporting Form(s)”) completed by Contractor according to the instructions accompanying the Service Reporting Form(s); or

- b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided, and duration of service.
- 3. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.
- E. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's Agreement, if any.
- F. In the event this Agreement is terminated prior to June 30, 2009, the Contractor shall be paid for services already provided pursuant to this Agreement.
- G. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- H. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
- I. **Claims Certification and Program Integrity**
Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A1 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 200__

Signed _____ Title _____ Agency _____“

**Attachment 3
County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Women's Recovery Association	Phone:	(650)348-6603
Contact Person:	Linda Carlson	Fax:	(650)348-0615
Address:	1450 Chapin Ave 1st Floor Burlingame, CA 94010		

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