

**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";

WITNESSETH:

WHEREAS, on December 4, 2007, the parties hereto under Resolution 69132 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, on February 28, 2008, the parties amended the Original Agreement to modify language concerning priority clients; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement to incorporate Bay Area Network Services (BASN) in the amount of \$10,500; a Cost of Living Adjustment (COLA) in the amount of \$17,954, for a new maximum obligation of \$926,162, 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 Second Amendment to the Original Agreement shall not exceed NINE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED SIXTY-TWO DOLLARS (\$926,162), for the contract term.

2. Exhibit A – Description of Services is hereby deleted in its entirety and replaced with Exhibit A1 - Description of Services, attached hereto.
3. 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, as amended by a First Amendment on February 28, 2008, 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 All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this Second Amendment shall continue to be binding on all parties hereto.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 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 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.

C. Keith Lewis, Executive Director

Name, Title

Signature

Date: _____

EXHIBIT A1 – DESCRIPTION OF SERVICES
HORIZON SERVICES, INC.

I. Flat Rate Negotiated Rate Contract (NCR)

Contractor will provide the following alcohol and drug treatment and recovery services at a mutually agreed upon location in San Mateo County. All payments under the Original Agreement and this Second 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.

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	Capacity: 14 Individuals: 1,680	# of BD: 7803

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 Units of Service / (Residential)	7,803 (BD)	6,633 (BD)	85%	1,170 (BD)	15%
TOTAL UOS	7,803 (BD)	6,633 (BD)	85%	1,170 (BD)	15%

Special conditions: Horizon Services Detox will give priority admissions to referrals for clients connected to services, including but not limited to: SMCAOD Assessors, Behavioral Health, and Recovery Services, Probation, Human Services Agency, San Mateo Medical Center, San Mateo County AOD treatment providers, and other licensed medical practitioners.

B. System-wide Improvements

Contractor is encouraged to use the NIATx process in the implementation of its Quality Improvement Plans. Contractor's quality 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 QI training provided by Alcohol and Other Drug Services (AOD).

- b. Following the training, Contractor will develop an action plan that 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 is required to have a QI process in place and submit a description to AOD no later than June 30, 2008;
- d. Contractor will provide quarterly updates on the progress and outcomes of current QI plan.

2. **Alcohol and Drug Services Policy**

- a. Contractor will implement Medication Policy and Narcotic Replacement Therapy Policy by January 1, 2008.
- b. Contractor will implement Relapse Policy by December 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**

By 1/01/08, Contractor will identify their current practices which align with an established best practice.

5. **Consumer Input**

- a. Consumers will be involved in their treatment plans.
- b. Contractor will evaluate consumer feedback and utilize the NIATx process to improve quality services.
- c. Contractor will implement standardized consumer satisfaction surveys following the guidelines as identified in the policies and Procedures Manual.

6. **Continuum of Care**

Contractor will involve consumers in treatment plans that include a continuity of care plan beginning with the initial assessment focusing on the consumer's resources, issues, and strengths. The plans will be evaluated and evolve during the course of the consumers engagement with the Contractor. The plans and the modifications will be documented in consumers files. 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) capability.
- b. Based on Contractor self-assessment utilizing the COMPASS, Contractor will continue implementation of COMPASS action plan. Contractor will provide quarterly progress on implementation.

C. Capacity Building

1. Contractor will work in partnership with AOD to identify Full Service Partnership clients.
2. Contractor will document capacity building efforts.

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. Bay Area Services Network (BASN)

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. Units of Service.

Contractor will provide the following services:

1. Contractor will operate a social model detoxification and a social model post-detoxification program.
2. Ninety-one (91) days of residential detoxification services and/or residential post-detoxification services to BASN program participants who are state parolees referred by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.
3. Detoxification program participants will stay at the program up to a maximum of five (5) days without prior authorization of the Alcohol and Drug Services Manager.
4. Post-detoxification program participants will stay at the program no longer than twenty-one (21) days without prior authorization of the Alcohol and Drug Services Manager.

**EXHIBIT B1 – PAYMENTS AND RATE OF PAYMENTS
HORIZON SERVICES, INC.**

I. FLAT RATE Negotiated Rate Contract (NRC)

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

A. Payments:

In full consideration of the services provided by Contractor, the total amount for community-based partnership services contained in this Exhibit is NINE HUNDRED FIFTEEN THOUSAND SIX HUNDRED SIXTY-TWO DOLLARS (\$915,662).

B. Rate of Payments:

County will pay Contractor the total contract amount in eighteen (18) monthly payments in a manner as outlined in the charts below. County will pay Contractor's monthly payment within 30 days, upon timely submission of reports as outlined in the Provider Manual.

January 1, 2008 - June 30, 2008

Service	Funding amount	Monthly amount	UOS BD or SAH	Rate	# clients to be served	Slots
NRC Adult-Residential	\$299,236	\$49,873	2,601	\$115.07	560	14
TOTAL	\$299,236			\$115.07	560	14

Summary of Funding for Priority Populations FY 2007-08

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$299,236	\$254,351	85.00%	\$44,885	15%
TOTAL Funding	\$299,236	\$254,351	85.00%	\$44,885	15.00%

July 1, 2008 - June 30, 2009

Service	Funding amount	Monthly amount	UOS BD or SAH	Rate	# clients to be served	Slots
NRC Adult-Residential	\$616,426	\$51,369	5202	\$118.50	1120	14
TOTAL	\$616,426	\$51,369	5202	\$118.50	1120	14

Summary of Funding for Priority Populations FY 2008-09

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$616,426	\$523,962	85.00%	\$92,464	15%
TOTAL Funding	\$616,426	\$523,962	85.00%	\$92,464	15.00%

C. Required Fiscal Documentation:

1. Contractor's annual budget, and line item narrative justification covering all

contracted services under this Second 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 Services Provider Manual.

II. Bay Area Services Network (BASN)

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. Payments:

These services will be paid on a Fee for Service basis only.

County will pay Contractor's monthly payment within 30 days, upon timely submission of invoice and reports as outlined in the Alcohol and Other Drug Services Policy and Procedure Manual.

B. 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:

	Annual Maximum Amount	Units of Service (BD)	Rate
Detoxification	\$10,500	91	\$115

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

I. CONTRACTOR INFORMATION

Contractor Name:	Horizon Services, Inc.	Phone:	(510)582-2100
Contact Person:	C. Keith Lewis	Fax:	(510)582-1221
Address:	1151 A Street 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