

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PROJECT NINETY, INC.**

THIS FIRST AMENDMENT is entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Project Ninety, Inc., 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 Bay Area Network Services (BASN) in the amount of \$169,729; Co-occurring services in the amount of \$63,636; a Cost of Living Adjustment (COLA) in the amount of \$32,492, for a new maximum obligation of \$1,890,435, 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 EIGHT HUNDRED NINETY THOUSAND FOUR HUNDRED THIRTY-FIVE DOLLARS (\$1,890,435), 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 B1 – Payment and Monitoring Procedures, is hereby deleted in its entirety and replaced with Exhibit B2 – 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 All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this First Amendment shall continue to be binding on all parties hereto.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

PROJECT NINETY, INC.

Marc A. Sabin, Executive Director

Name, Title

Signature

Date: _____

EXHIBIT A1 – DESCRIPTION OF SERVICES
PROJECT NINETY, INC.

I. Flat Rate Negotiate 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.

1. 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 \$177,480 shall be used to fund services for consumers in the Criminal Justice populations referred from Pathways.

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 / (Homeless, Criminal Justice)	Capacity: 53 Individuals: 212	# of BD: 19,375
Treatment Readiness / (Adult & Adolescent)	Individuals: 1,413	# of SAH: 2,767

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)	17,328 (BD)	14,729 (BD)	85%	2,599 (BD)	15%
Flat Rate Base Funding Units of Service / (Tx Readiness)	2,767 (SAH)	2,352 (SAH)	85%	415 (SAH)	75%
Strategic Directions 2010 Funding – Pathways / (Residential)	2,047 (BD)	2,047 (BD)	100%	0	0%
TOTAL *Residential **Treatment Readiness	*19,375 (BD) **2,767 (SAH)	*16,776 (BD) **2,352 (SAH)	*86.58% **85.0%	*2599 (BD) **415 (SAH)	*13.42% **15.0%

Special conditions: Strategic Directions 2010 Funding will give priority to clients in the Pathways program.

B. System-wide Improvements

Contractor is encouraged to use the NIATx (Network for Improvement of Addiction Treatment) process in the implementation of its Quality Improvement Plan. 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 30, 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 consumer 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 in place a QI process that consists of a bi-monthly internal workgroup. Contractor is also developing its data collection to evaluate efficacy of outcomes and drive change.
- d. Contractor will review progress and outcomes of current QI plan with Contract Monitor on a quarterly basis.

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

- a. By October 31, 2007, Contractor will begin a process to identify its current practices which align with an established best practice.
- b. By March 31, 2008 Contractor will provide a timeline for the development and incorporation of the Nurturing Parent Curriculum, into Contractor's program standards.
- c. By July 1, 2008 Contractor will begin to review progress towards the implementation of the Nurturing Parent Curriculum with Contract Monitor on a quarterly basis.

5. Consumer Input

- a. Consumers will be involved in their treatment plans.

- b. Contractor will evaluate consumer feedback and utilize the NIATx (Network for Improvement of Addiction Treatment) or a similar process to improve quality services.
- c. Contractor will create and implement consumer satisfaction surveys to better track client success.

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 (Comorbidity Program Audit and Self-Survey for Behavioral Health Services), Contractor will continue implementation of COMPASS action plan. Contractor will review progress quarterly with Contract Monitor.

C. Capacity Building

1. Contractor will work in partnership with AOD to study the viability of billing under Minor Consent 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 including assistance in the development of mechanisms to better track client success.

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. Residential Alcohol and Drug Treatment Units of Service:

1. Admit a minimum of twelve (12) BASN residential alcohol and drug treatment program participants per year for the term of the Agreement.
2. Contractor will provide a maximum of one hundred eighty (180) days of BASN residential treatment per program participant per year for the term of the Agreement, for individuals referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services. Contractor will provide a maximum of two thousand three hundred fifty-seven (2,357) bed days of BASN residential treatment per year.

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

Contractor will provide the following Co-occurring services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will participate in planning, training, and implementation of the System of Care development for Co-occurring Disorders in San Mateo County.

Payments under this First Amendment to the Original Agreement must directly support services specified in Exhibit A1. Services will be culturally and linguistically appropriate for the population specified in the proposal of services provided by the Contractor to San Mateo County Mental Health and Alcohol and Drug Services.

A. Contractor will provide the following County Funded Services:

1. Contractor will provide individual counseling sessions to clients with Co-occurring disorders.
2. Contractor will provide seven hundred and forty eight (748) bed days.
3. Contractor will serve minimum of eight (8) residential clients with Co-occurring disorders.
4. Contractor will provide face-to-face and group counseling with topics specific to Co-occurring disorders.
5. Contractor will meet the needs of the clients with additional medical appointments and medication management in collaboration with the San Mateo County's Mental Health clinics.
6. Contractor will maintain the client standards set forth in the Original NRC/County Flat Rate Agreement.
7. Using a continuous Quality Improvement process, contractor will utilize Dual Recovery Anonymous (DRA) to assist clients in developing a stronger support mechanism to maintain their recovery upon completion of Project Ninety. The use of DRA aligns with the continuum of care model as it introduces clients to a process of how to maintain long term recovery which they can utilize as frequently as desired. DRA addresses the Co-occurring issues of mental health and substance abuse.
8. Contractor will measure the use of DRA through documentation of the client's attendance at DRA groups. Clients will be asked to identify which DRA groups they plan to attend upon completion of treatment at Project Ninety. The identified DRA groups will be documented in the discharge summary.
9. Contractor will provide quarterly reports delineating progress on the implementation of these goals.

EXHIBIT B1
Payment and Rate of Payments
PROJECT NINETY, INC.

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.

A. Payments:

In full consideration of the services provided by Contractor, the total amount for alcohol and other drug treatment services provided through this First Amendment to the Original Agreement is ONE MILLION SIX HUNDRED TWENTY FOUR THOUSAND FIVE HUNDRED AND SEVENTY EIGHT DOLLARS (\$1,657,070).

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 Alcohol and Other Drug Services (AOD) Policy and Procedure Manual.

January 1, 2008 - June 30, 2008

Services	Funding amount	Monthly amount	Units of Service BD or SAH	Rate	# clients to be served	Slots
NRC Adult -Residential	\$290,084	\$48,347.33	3920	\$ 74.00	43	11
County Adult- Residential	\$86,010	\$14,335.00	1162	\$ 74.00	13	3
County Adult- Co-occurring Residential	\$74,228	\$12,371.33	694	\$ 107.00	8	2
Strategic Directions 2010 Funding Pathways - Residential	\$58,000	\$9,666.67	682	\$ 85.00	7	2
Treatment Readiness -Adult	\$13,310	\$2,218.33	370	\$ 36.00	399	
Treatment Readiness - Adolescent	\$19,894	\$3,315.67	553	\$ 36.00	72	
TOTAL	\$541,526				542	18

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	\$483,526	\$410,997	85.00%	\$72,529	15%
Strategic Directions 2010	\$58,000	\$58,000	100.00%	0	0%
TOTAL Funding	\$541,526	\$468,997	86.61%	\$72,529	13.39%

July 1, 2008 - June 30, 2009

Services	Funding amount	Monthly amount	Units of Service BD or SAH	Rate	# clients to be served	Slots
NRC Adult -Residential	\$597,573	\$49,798	7840	\$76.22	8	21
County Adult- Residential	\$177,181	\$14,765	2325	\$76.21	24	6
County Adult- Co-occurring Residential	\$152,910	\$12,742	1387	\$110.24	16	4
Strategic Directions 2010 Funding Pathways - Residential	\$119,480	\$9,957	1365	\$87.53	16	4
Treatment Readiness -Adult	\$27,419	\$2,285	739	\$37.10	798	0
Treatment Readiness - Adolescent	\$40,982	\$3,415	1105	\$37.09	144	0
TOTAL	\$1,115,544	\$15,657	1105	\$1,009.54	1006	35

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	\$996,064	\$846,654	85.00%	\$149,410	15%
Strategic Directions 2010	\$119,480	\$119,480	100.00%	0	0%
TOTAL Funding	\$1,115,544	\$966,134	86.61%	\$149,410	13.39%

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. 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:

July 1, 2008 – June 30, 2009

	Annual Maximum Amount	Units of Service (Bed Days or Staff Hours)	Rate
Residential	\$169,728	2,357	\$72.00

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

All payments under this Agreement must directly support services specified in this Agreement. 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.

A. Payments and Rate of Payments:

In full consideration of the Co-occurring 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	\$ 63,636	\$ 5,303
Total Maximum Contract Obligation	\$ 63,636	-

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

I. CONTRACTOR INFORMATION

Contractor Name:	Project Ninety, Inc.	Phone:	(650)579-7881
Contact Person:	Marc A. Sabin	Fax:	(650)579-2640
Address:	720 South B Street-Attn: Marc Sabin San Mateo, CA 94401		

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