

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PYRAMID ALTERNATIVES, INC.**

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

W I T N E S S E T H:

**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 \$37,185; and a Cost of Living Adjustment (COLA) in the amount of \$11,589, for a new maximum obligation of \$628,200, 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 SIX HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$628,200), 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, 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 All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this First Amendment shall continue to be binding on all parties hereto.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

**PYRAMID ALTERNATIVES, INC.**

Janeen Smith, Executive Director

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Signature

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

**EXHIBIT A1 – DESCRIPTION OF SERVICES  
PYRAMID ALTERNATIVES, INC.**

**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. All 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, 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 AODS Priority Populations.
2. 15% of the flat rate base funding is discretionary.
3. 100% of the Strategic Directions 2010 funding in the amount \$183,677 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	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD) Visit Days (VD)
Day Treatment / (Families with Children, Homeless, Criminal Justice)	Individuals: 6	# of Visit Days: 643
NRC Outpatient / (Families with Children, Homeless, Youth, Criminal Justice)	Individuals: 135	# of SAH: 12,235

**Priority Population Funding: UOS Breakdown**

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding (Day Treatment)	0	0	85%	0	15%
Strategic Directions 2010 Funding (Day Treatment)	643 (VD)	643 (VD)	100%	0	0%
<b>TOTAL</b>	<b>643 (VD)</b>	<b>643 (VD)</b>	<b>100.00%</b>	<b>0</b>	<b>0.00%</b>

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding (Outpatient)	9,984 (SAH)	8,486 (SAH)	85%	1498 (SAH)	15%
Strategic Directions 2010 Funding (Outpatient)	2,251 (SAH)	2,251 (SAH)	100%	0	0%
TOTAL	12,235 (SAH)	10,737 (SAH)	87.76%	1498 (SAH)	12.24%

**Specific condition:** Referrals from CHOICES or Pathways will be given priority to Strategic Direction 2010 funding.

**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 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.
  - 1. Contractor has developed a 48-hour reminder call to consumers to decrease the "no show" rate.
  - 2. Contractor will train staff on MATRIX to improve methamphetamine treatment.
  - 3. Contractor has begun to update their AOD assessment and treatment materials from SAMHSA.
- 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, Narcotic Replacement Therapy Policy, and Relapse 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. Contractor will provide thorough training plans for staff with the Cognitive Behavioral Therapy and MATRIX models.

**5. Consumer Input**

- a. Consumer will be involved in their treatment plan.
- b. Contractor will evaluate consumer feedback and utilize the NIATx process to improve quality services.
- c. Contractor will create and implement consumer satisfaction surveys to better identify areas of service improvement.

**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 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, 3<sup>rd</sup> party payor, and minor consent.
- 2. Contractor will document and track consumers who are CalWORKS eligible.

**D. Technical Assistance Needs**

- 1. In partnership with AOD, Contractor will enhance gender specific groups for youth treatment.
- 2. Contractor will work in partnership with AOD to develop and incorporate a Day Treatment model that complies with state regulations.

**II. 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. Payments under the Original Agreement and 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 Licensed Professionals, experienced with Co-occurring disorders.
2. The Mental Health Professional shall be licensed. If any services are provided by a registered mental health intern, the contractor will document monthly hours of supervision by a licensed mental health professional as required by the state licensing guidelines.
3. The Mental Health Professional will provide eight hundred and twenty-six (826) hours dedicated to nonresidential clients with Co-occurring disorders.
4. Services shall include weekly face-to-face contacts and specific group's preparation time, and record keeping time.
5. Contractor will provide weekly group counseling for clients with Co-occurring disorders in collaboration with North County Mental Health Staff.
6. Group counseling will address specific Co-occurring disorders topics.
7. Contractor will maintain the client standards set forth in the Original NRC/County Flat Rate Agreement.
8. Welcoming and engagement efforts will be made for clients who do not attend their first intake appointment. Contractor's Counselor will make two attempts to re-connect with client.
9. Contractor will provide quarterly reports delineating progress on the implementation of goals.

**EXHIBIT B1**  
**Payments and Rate of Payments**  
**PYRAMID ALTERNATIVES, INC.**

**I. FLAT RATE NEGOTIATED RATE CONTRACT (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 this 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 FIVE HUNDRED NINETY-ONE THOUSAND FIFTEEN DOLLARS (\$591,015).

**B. Rate of Payments:**

County will pay Contractor the total contract amount in eighteen (18) monthly payments in a manner as shown 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	Rate	# clients to be served
NRC Outpatient	\$97,095	\$16,182.50	2427	\$ 40.00	27
County Outpatient- (Adolescent/Adult)	\$36,022	\$6,003.67	901	\$ 40.00	10
Strategic Directions 2010 Funding- Day Treatment	\$30,012.50	\$5,002.08	214	\$ 140.00	2
Strategic Directions 2010 Funding – County Outpatient (Adolescent/Adult)	\$30,012.50	\$5,002.08	750	\$ 40.00	8
<b>TOTAL</b>	<b>\$193,142</b>	<b>\$32,190.33</b>	<b>4293</b>		<b>47</b>

**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	\$326,259	\$277,320	85.00%	\$48,939	15%
Strategic Directions 2010	\$60,025	\$60,025	100.00%	0	0%
<b>TOTAL Funding</b>	<b>\$386,284</b>	<b>\$337,345</b>	<b>87.33%</b>	<b>\$48,939</b>	<b>12.67%</b>



**July 1, 2008 - June 30, 2009**

	<b>Funding amount</b>		<b>UOS</b>	<b>Rate</b>	<b># clients to be served</b>
NRC Outpatient	\$200,016	\$16,668	4855	\$41.20	54
County Outpatient- (Adolescent/Adult)	\$74,205	\$6,184	1801	\$41.20	20
Strategic Directions 2010 Funding- Day Treatment	\$61,826	\$5,152	429	\$144.12	4
Strategic Directions 2010 Funding - County Outpatient (Adolescent/Adult)	\$61,826	\$5,152	4855	\$41.20	16
<b>TOTAL</b>	<b>\$397,873</b>	<b>\$33,156</b>		<b>\$46.34</b>	<b>94</b>

**Summary of Funding for Priority Populations FY 2008-09**

<b>Funding Type</b>	<b>Total Funding Allocation</b>	<b>Priority Population Funding</b>	<b>Priority Population %</b>	<b>Allowable Discretionary Funding</b>	<b>Allowable Discretionary %</b>
Annual Flat Rate	\$274,221	\$233,088	85.00%	\$41,133	15%
Strategic Directions 2010	\$123,652	\$123,652	100.00%	0	0%
<b>TOTAL Funding</b>	<b>\$397,873</b>	<b>\$356,739</b>	<b>89.66%</b>	<b>\$41,133</b>	<b>10.34%</b>

**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 AOD Policy and Procedure Manual.

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

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

<b>Fiscal Year</b>	<b>Authorized Contract Amount</b>	<b>Monthly Amount</b>
FY 2008-09	\$ 37,185	\$ 3,099
Total Maximum Contract Obligation	\$ 37,185	\$ -

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

**I. CONTRACTOR INFORMATION**

Contractor Name:	Pyramid Alternatives, Inc.	Phone:	(650)355-8787
Contact Person:	Janeen Smith	Fax:	(650)355-8780
Address:	480 Manor Plaza Pacifica, CA 94044		

**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