

**FOURTH AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
Our Common Ground, Inc.**

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **Our Common Ground, Inc.**, hereinafter called "Contractor";

W I T N E S S E T H:

**WHEREAS**, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

**WHEREAS**, on June 23, 2009, the parties hereto under Resolution 070228 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 January 15, 2010, the parties, under a First Amendment, modified the Original Agreement to decrease the Drug Medi-Cal (DMC) rate, and add funding in the amount of \$5,891, for a new maximum obligation of \$5,243,115 dollars; and

**WHEREAS**, on April 13, 2010, the parties, under 070694 a Second Amendment, modified the Original Agreement add funding for Second Chance Act Re-Entry Residential Services in the amount of \$37,542, and increase County funding for Adolescent Residential Room and Board services by \$100,000, for a new maximum obligation of \$5,380,657 dollars; and

**WHEREAS**, on July 15, 2010, the parties, under a Third Amendment, modified the Original Agreement to incorporate description of services for the Mental Health Services Act (MHSA), reconcile services and funding provided during FY 2008-09, and reduce the NRC Adult Residential by \$17,456, for a new maximum obligation of \$5,363,201, dollars; and

**WHEREAS**, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement to increase Second Chance Act Re-Entry Services to include outpatient and intensive day treatment, increasing the maximum obligation by \$24,200, for a new maximum obligation of \$5,387,401 dollars; to increase County funding for Adolescent Residential Room and Board services by \$150,000, for a new maximum obligation of \$5,537,401; to increase Second chance Act Re-Entry Services for Residential Services increasing the maximum obligation by \$37,000, for a new maximum obligation of \$5,574,401 dollars; and Amend the Facility Use Agreement, and no change to the term, July 1, 2009 through June 30, 2011.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO 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 consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A2, and in the Alcohol and Other Drug Services Policy and Procedure Manual, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B2 and attachments herein for the contract term. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

The total fiscal obligation under this Agreement shall not exceed FIVE MILLION FIVE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED-ONE DOLLARS (\$5,574,401). The County's total fiscal obligation under this Agreement shall include (a) a fixed amount, and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed ONE MILLION FIFTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$1,058,882), including \$516,174 for FY 2009-10, and \$542,708 for FY 2010-11.

The County's total fiscal obligation for the aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement shall not exceed FOUR MILLION THREE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED TWENTY-EIGHT DOLLARS (\$4,515,519). The maximum aggregate amount for FY 2009-10 is \$2,238,964, and the maximum aggregate amount for FY 2010-11 is \$2,276,555.

The Contractor acknowledges that the County has agreed to pay a "variable amount" to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor's share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated between all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

For FY 2009-10:

1. NINE HUNDRED FIFTY THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$950,863) for SACPA Funded alcohol and drug treatment and prevention services as described in Exhibit A2.
2. THREE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$339,438) for SACPA OTP services as described in Exhibit A2.
3. ONE HUNDRED SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$160,607) for SB223 Drug Testing as described in Exhibit A2.
4. TWO HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLAR (\$233,325) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A2.
5. SEVENTY-TWO THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS (\$72,231) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A2.
6. EIGHTY-FIVE THOUSAND DOLLARS (\$85,000) for Ryan White Services as described in Exhibit A2.
7. TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$255,000) for Drug Medi-Cal (D/MC) Day Care Rehabilitative and Outpatient Drug Free Treatment Services as described in the Exhibit A2.
8. FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500) for NNA Funded Adolescent Outpatient and Day Alcohol and Drug Treatment Services as described in Exhibit A2.
9. ONE HUNDRED THOUSAND DOLLARS (\$100,000) for County Funded Adolescent Residential Services as described in Exhibit A2.

For FY 2010-11:

1. NINE HUNDRED FIFTY THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$950,863) for SACPA Funded alcohol and drug treatment services as described in Exhibits A2.
2. THREE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$339,438) for SACPA OTP services as described in Exhibit A2.
3. ONE HUNDRED SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$160,607) for SB223 Drug Testing as described in Exhibit A2.
4. TWO HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS (\$233,325) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A2.
5. SEVENTY-TWO THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS (\$72,231) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A2.
6. EIGHTY-FIVE THOUSAND DOLLARS (\$85,000) for Ryan White Services as described in Exhibit A2.
7. TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$255,000) for Drug Medi-Cal (D/MC) Day Care Rehabilitative Treatment Services as described in Exhibit A2.
8. TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for County Funded Adolescent Residential Room and Board Services as described in Exhibit A2.

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

1. The Original Flat Rate Agreement between the parties dated December 23, 2009, as amended by a First Amendment on January 15, 2010, and again by a Second Amendment on April 13, 2010, and again by a Third Amendment on July 15, 2010, is amended as set forth herein
2. This Fourth 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 Fourth Amendment shall continue to be binding on all parties hereto.

This fourth 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 June 23, 2009, as amended by a First Agreement on January 15, 2010, and again by a Second Amendment on April 13, 2010, and again by a Third Amendment on July 15, 2010 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 Fourth 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.

COUNTY OF SAN MATEO

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

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

ATTEST:

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

OUR COMMON GROUND

Orville Roache, Executive Officer

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

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

**Exhibit A2 - Description of Services  
OUR COMMON GROUND, INC.**

**Alcohol and Drug Treatment and Recovery Services**

Contractor will provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Original Agreement must directly support services specified in this Exhibit A. Contractor will give priority admission to San Mateo County residents and who are referred by County Behavioral Health and Recovery Services (BHRS) and Alcohol and Drug Services (AOD). Contractor will provide the following services to clients, 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.

**I. Alcohol and Drug Treatment and Recovery Services**

**A. STRATEGIC DIRECTION 1: PRIORITY POPULATIONS**

1. The base of the funds must be used to serve priority population clients. Specifically:
  - a. 85% of annualized flat rate base funding must serve clients from one or more of Priority Populations as identified in Strategic Directions 2010.
  - b. 15% of the flat rate base funding is discretionary.
  - c. 100% of the Strategic Directions 2010 funding shall be used to fund services for clients in the four priority populations as outlined in the Strategic Directions 2010.

**Units of Service - March 1, 2010 – June 30, 2011**

Modality	Capacity/ Individuals Served	Units of Service (UOS) – Bed Days (BD)
Second Chance Act Re-Entry Residential	Capacity: 1 Individuals: 5	494

**Units of Service - July 1, 2009- June 30, 2010**

Modalities / Priority Populations	Capacity/Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
Residential (Criminal Justice, Homeless)	Capacity: 18 Individuals: 36	6,362 (BD)

**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 (Residential)	5,827 (BD)	4,953 (BD)	85%	874 (BD)	15%
Strategic Directions 2010 Funding and 1-slot dedicated to Second Chance Re-entry Services (Residential only)	535 (BD)	535 (BD)	100%	0	N/A
<b>TOTAL (UOS) (Bed Days)</b>	<b>6,362 (BD)</b>	<b>5,488 (BD)</b>	<b>N/A</b>	<b>874 (BD)</b>	<b>N/A</b>

**Specific condition(s): Referrals from CHOICES or Pathways programs will be given priority to strategic Directions 2010 funding.**

**Units of Service - July 1, 2010 - June 30, 2011**

Modalities / Priority Populations	Capacity/Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
Residential (Criminal Justice, Homeless)	Capacity: 18 Individuals: 36	6,362 (BD)

**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 (Residential)	5,827 (BD)	4,953 (BD)	85%	874 (BD)	15%
Strategic Directions 2010 Funding and 1-slot dedicated to Second Chance Re-entry Services (Residential only)	535 (BD)	535 (BD)	100%	0	N/A
<b>TOTAL (UOS) (Bed Days)</b>	<b>6,362 (BD)</b>	<b>5,488 (BD)</b>	<b>N/A</b>	<b>874 (BD)</b>	<b>N/A</b>
<i>Specific condition(s): Referrals from CHOICES, Pathways and Jail Re-entry programs will be given priority to strategic Directions 2010 funding.</i>					

2. Best Practices

To enhance services to these priority populations, services must align with evidence based and promising practices. Best practices currently implemented by the contractor are: Cognitive Behavior Therapy, Motivational Interviewing and Seeking Safety. These evidence-based practices have been incorporated to address gender responsive trauma issues existing in clients. During the term of this contract contractor will continue to complete trainings and implement trauma-Informed best practices.

3. Client-Centered Continuum of Care

Contractor will involve clients in a treatment plan that includes a continuity of care plan beginning with the initial assessment focusing on the client's resources, issues and strengths. A client's relapse plan and other crisis planning will also be incorporated into the treatment plan. The plan will be evaluated and evolve during the course of the client's engagement with the contractor. The plan and the modifications will be documented in the client file. Contractor will also document referrals and linkages to other services and providers.

a. Client Involvement

Through a strength-based modified Therapeutic Community Model approach, contractor engages the client from day one and conducts a welcome interview allowing the client to connect in conversation and interaction with program staff and peers. An individualized treatment plan is developed with the client, addressing five (5) areas: 1) Problem, 2) Behavioral Objective, 3) Treatment methods, 4) Family/Vocational/Educational Issues, and 5) Other Issues (Probation/Parole Issues). Contractor will incorporate **S.N.A.P** - a client centered Treatment Plan which addresses an individual's **Strengths, Needs, Abilities, and Preferences**. Clients keep copies of their treatment plan to refer to throughout the treatment process, and adjustments/changes are made to the plan to address clients' individualized needs.



b. Crisis Planning

In conjunction with the client treatment plan, client's treatment progress is evaluated on a weekly basis during a one-on-one session with treatment counselor using the Five Phases of Treatment.

- **Phase I** evaluates how well the client recognizes, understands and surrenders to substance abuse problem.
- **Phase II-A** evaluates how well the client understands, participates and applies corrective action.
- **Phase II-B** evaluates how well the client internalizes, supervises and communicates solutions.
- **Phase III** evaluates how well the client leads, models behavior and empathizes with others.
- **Phase IV (this phase takes place in an outpatient [re-entry] setting)** aims at establishing goals, managing behavior and confronting personal challenges.
- **Phase V (this phase takes place in an outpatient [re-entry] setting)** Continued Re-entry and Graduation.

These five phases of treatment are also used as indicators for crisis planning and/or relapse planning to address clients' needs as they arise during the treatment process. During phase III of treatment, client together with their counselor, completes a comprehensive assessment that identifies the client's triggers and warning signs and as a result an individualized Relapse Prevention Plan is developed.

c. Continuum of Care

Contractor identifies and documents the needs in the client's chart. Contractor will facilitate successful transition of clients to other providers in San Mateo County's system of care, and will facilitate client access to medical, employment, recovery support and other community services. Contractor will continue to develop and strengthen partnering relationships with other service providers and community resources, developing more of a case management model going beyond making a referral to facilitate client access to ancillary services and/or transition between programs.

**B. STRATEGIC DIRECTION 2: SYSTEM-WIDE IMPROVEMENTS**

**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 this First Amendment to the Original Agreement must directly support services specified in this Exhibit A1. Services will be culturally and language 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.

**1. Contractor will provide the following County Funded Services:**

- a. Contractor will hire one mental health professional, experienced with Co-occurring disorders to provide between 12-15 hours per week of direct client services to clients with Co-occurring disorders.
- b. Direct client services that shall be provided are:
  - i. Individual therapy one time per week;
  - ii. Case management;

- iii. Treatment planning consultation;
    - iv. Additional services as needed; and
    - v. Random urine and drug screens for all participants.
  - c. The mental health professional shall be a licensed mental health professional. 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.
  - d. The mental health professional will provide services to 15 clients for the term of this contract.
  - e. Contractor will maintain the client standards set forth in the Original NRC/County Flat Rate Agreement.
  - f. Contractor will develop and implement a screening form that can be used at admission to help screen for mental health issues.
  - g. Contractor will provide quarterly reports delineating progress on the implementation of goals.
- 2. Co-occurring Disorders
  - a. Contractor will continue participation as a Change Agent and will participate in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
  - b. Based on Contractor self-assessment utilizing the COMPASS, (Co-morbidity Program Audit and Self-Survey for Behavioral Health Services) Contractor will continue implementation of COMPASS action plan as recommended by the CCISC. Contractor will provide quarterly progress on implementation.
  - c. Contractor will work to improve COD outcomes by providing the following:
    - i. Contractor will continue to utilize the OCG Screening and Assessment Tool developed and implemented February 2009 to identify and assess co-occurring clients. This tool will assist contractor in the identification of co-occurring clients' needs and the proper coordination of services to meet those needs. Contractor will evaluate monthly the utilization of the assessment tool and will look at improving treatment retention with clients with co-occurring disorders. Contractor will continue to provide individual and group (gender specific) therapy sessions to co-occurring clients using the Seeking Safety Curriculum. Contractor will continue to partner with the East Palo Alto Mental Health Clinic for services and will refer clients to the drop in assessment groups available weekly.
- 3. Standards of Care
  - a. There is a need for a coordinated system of treatment services within San Mateo County for those with substance abuse problems. The County has identified specific standards of care for treatment services which incorporate scientific research and clinical practice. Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein
    - i. Screening and Assessment Standards
    - ii. Treatment Standards of Care that incorporate Evidence Based Treatment Standards.

- b. Contractor will develop an analysis of program elements which align with the Standards of Care by September 1, 2009.
- c. Contractor shall submit training and technical assistance needs to BHRS no later than October 1, 2009.
- d. Contractor will report quarterly on progress towards Standards of Care

#### 4. AOD Policy Implementation

AOD Services implements new policies to advance the quality of treatment services and to align with scientific and clinical research about best practices in substance abuse treatment. Contractors shall also develop guidelines and procedures consistent with County Policy and continue staff training and development of policy adherence. The following new policies were effective July 1, 2008: Medications, Relapse, and Narcotic Replacement Therapy Policies.

- a. Contractor will participate in training to further develop the implementations needs of these policies.

### **C. STRATEGIC DIRECTIONS 3: BUILDING CAPACITY**

#### 1. Quality Improvement Program

To enhance the quality of services, all contractors must have an established Quality Improvement (QI) program. A QI program must include a QI committee made up of staff from all levels that guide the development and implementation of the QI Plan. AOD Services intends for Contractor QI programs to establish a mechanism whereby contractors will identify processes and practices at the organizational level which undermine client access and retention in treatment. A QI program does not look at the level of individual employee performance. BHRS requires all contractors to:

- a. Use the Plan-Do-Study-Act (PDSA) rapid change cycle process as at least one component of the organizational quality improvement program. This process improvement initiative must focus on improving client outcomes.
- b. Defined measure(s) of change (i.e.: rate of “no shows” for intake)
- c. Baseline data (using the above identified measures) has been collected
- d. A change action/activity has been identified for implementation
- e. A timeline for measuring change data and sharing with QI team
- f. Contractor will regularly complete two (2) PDSA change cycles annually as part of this contract.
- g. Contractor will report quarterly to Behavioral Health and Recovery Services on the status of the PDSA process.

#### 2. Client Feedback Required

A rigorous Quality Improvement program must solicit and integrate feedback from service recipients. Contractor will implement a process to include client feedback to understand the client experience of treatment services. This client feedback process may include but is not limited to: focus groups, client satisfaction surveys, etc. Feedback will be shared with the QI committee which is urged to address identified improvement areas through future QI plans.

- a. Contractor will incorporate client feedback by: Conducting satisfaction surveys twice a year, evaluating results, making recommendations, developing action plans, and by incorporating elements to the agency-wide annual Quality Improvement Plan (QIP). Feedback will be reviewed by the Continuous Quality Improvement (CQI) Committee on a monthly basis.
- b. Contractor Adult Program will become Commission on Accreditation of Rehabilitation Facilities (C.A.R.F) certified by December 2009.
- c. Contractor will report quarterly to BHRS on the status of the client feedback process and outcomes on a quarterly basis.

#### **D. FEE FOR SERVICE**

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. The maximum length of stay is set by the specific funding source and an extension beyond a 90 day period may be granted only by written approval from the Alcohol and Other Drug Services (AOD) Administrator, pursuant to a Contractor's written request outlining and justifying the client's clinical need. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

##### **1. SACPA and SACPA OTP Services**

In accordance with the AOD Policy and Procedure Manual, contractor will provide the following alcohol and drug treatment and recovery services for clients referred to SACPA and SACPA OTP services as:

- a. Level 1/ Level 1 Plus - Basic Outpatient Treatment Services;
- b. Level 2 - Day Treatment Services;
- c. Level 3 - Residential Treatment;
- d. Level 3- COD Residential Treatment;
- e. SB223 drug testing

##### **2. Comprehensive Drug Court Implementations (CDCI) Grant and Drug Court Partnership (DCP) Grant funded Services**

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services for a period of no more than six (6) months for residential treatment services in accordance to the approved step down model, to clients who have been referred by the San Mateo County Drug Court Team(s):

- a. Outpatient Treatment Services
- b. Day Treatment Services
- c. Residential Treatment Services
- d. Aftercare Treatment Services
- e. Sober Living Environment Services
- f. Drug Testing

##### **3. Ryan White CARE Act funded services**

In accordance with the AOD Policy and Procedure Manual, contractor will provide the following alcohol and drug treatment and recovery services for a period of no more than a total of 90 days in accordance to the approved step down model to clients who have been referred by the Ryan White Case Manager. An extension beyond a 90 day period may be granted only by written approval from the Alcohol and Other Drug Services (AOD) Administrator, pursuant to a Contractor's written request outlining and justifying the client's clinical need. Requests must be submitted by 1-month prior to the 90 day maximum.

- a. Outpatient Treatment Services
- b. Day Treatment Services
- c. Residential Treatment Services

##### **3. Second Chance Act Re-Entry Services**

In accordance with the AOD Policy and Procedure Manual, contractor will provide the following alcohol and drug treatment and recovery services to clients who have been referred by San Mateo County Re-Entry team or designee.

- a. Outpatient Treatment Services
- b. Day Treatment Services

**E. FEE FOR SERVICE ALLOCATION**

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. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

1. Drug Medi-Cal

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who are enrolled in the Medi-Cal Program:

- a. Day Care Rehabilitative (DCR) Treatment Services
- b. Outpatient Drug Free (ODF) Treatment Services

2. NRC Adolescent

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who have been referred by an Alcohol and Drug Services Case Manager or designee. Contractor shall be in good standing with the County of San Mateo's Children and Youth System of Care (CYSOC).

- a. Day Treatment Services
- b. Outpatient Treatment Services

From July 1, 2009 to December 31, 2009 San Mateo County adolescents not eligible for outpatient and day treatment services funded through Drug Medi-Cal and/or Minor Consent Medi-Cal, will be eligible for NRC funded services on a Fee-for-Service basis. During this six (6) month period, contractor will pursue billing for adolescent Outpatient Drug Free services funded through Minor Consent Medi-Cal, and will begin billing with the provision that all necessary components are in place. Contractor will pursue third party payer funding sources through Managed Care System health plans to provide outpatient and day treatment services to eligible clients. This funding is considered one-time bridge funding to support contractor's transition to Minor Consent Medi-Cal and other Managed Care System health plans. Any remaining funds will be available for reimbursement to the contractor for day treatment services, approved pursuant to Section E. 2 of this contract, provided to adolescents who are not eligible for any of the aforementioned funding streams, and not to exceed one (1) adolescent slot (90 days) at a time and for a maximum of four (4) adolescents.

3. County Funded Adolescent

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who have been referred by an Alcohol and Drug Services Case Manager or designee. Contractor shall be in good standing with the County of San Mateo's Children and Youth System of Care (CYSOC).

- a. Day Treatment Services
- b. Outpatient Treatment Services
- c. Residential Room and Board Services

From July 1, 2009 to June 30, 2010 San Mateo County adolescents not eligible for outpatient and day treatment services funded through Drug Medi-Cal and/or Minor Consent Medi-Cal, will be eligible for County funded services on a Fee-for-Service basis. During this twelve (12) month period, contractor will pursue billing for adolescent Outpatient Drug Free services funded through Minor Consent Medi-Cal, and will begin billing with the provision that all necessary components are in place. Contractor will pursue third party payer funding sources through Managed Care System health plans to provide outpatient and day treatment services to eligible clients. This funding is considered one-time bridge funding to support contractor's transition to Minor Consent Medi-Cal and other Managed Care System health plans. Any remaining funds will be available for reimbursement to the contractor for day treatment or residential room and board services, approved pursuant to Section E. 2 of this contract, provided to adolescents who are not eligible for any of the aforementioned funding streams, and not to exceed one (1) adolescent slot (90 days) at a time. Based upon the availability of funds, exceptions can be made only with the approval of an AOD supervisor and/or manager to enroll more than one adolescent client at a time.

**F. DESCRIPTION OF UNIQUE PROGRAM SERVICES**

Contractor's treatment approach is described as a strength-based Modified Therapeutic Community Model which values relationships and views the client in light of their competencies rather than their deficiencies. Treatment plans are designed using SNAPs (skills, needs, aptitude, and preferences). Success is based upon individual progress (personal and program goals) not time in treatment and uses the Five phases of treatment process to evaluate progress. All phases involve family participation whenever possible while concentrating on academic and vocational pursuits.

Duration of treatment:

Residential 90 days to 1 year (dependent upon client treatment needs)

Day treatment 90-180 days (dependent upon client treatment needs)

Outpatient 90-180 days (dependent upon client treatment needs)

The following services will be provided to clients in residential treatment for both Adult and Adolescent Programs:

**Weekly** clinical services will include but are not limited to:

- Individual therapy
- Individual phase sheet counseling
- Encounter group
- Gender group
- Gender specific trauma group
- Process group
- Caseload group
- Peer group
- Boundaries group
- Anger management

**Bi-Weekly** clinical services will include but are not limited to:

- Family therapy
- Relapse prevention
- NA/AA

**Adolescent Program:** Modalities provided: 1) Day Care Rehabilitative (Drug Medi-Cal), 2) Outpatient Drug Free (Drug Medi-Cal) 3)Day Treatment, 4) Outpatient Treatment and 5) Residential Room and Board Services. The OCG adolescent program serves youth ages

13-17 in need of AOD treatment services. OCG provides a wide array of medical services to assist children with disabilities. These include a Board Certified Child Psychiatrist/MD, medication monitoring, HIV/AIDS services, linkages with a local hospital, and regular medical and dental checkups. A registered nurse is on site to prepare, monitor, assist and follow-up with client medication and medical needs. In addition, OCG has a Community Day School on site-in a collaborative arrangement with the Sequoia Union High School District. OCG provides therapeutic support to the students during the school day. Other services specific to the adolescent program include: Point system implemented to focus on what the client is doing right; leadership team (clients are nominated to this group by their peers and recommendations are made to a selection panel) group focuses on the development of leadership skills; Cinema Therapy and a modified version of Seeking Safety for adolescents. All clients receive individual and group therapy, and groups are between 10-15 participants.

**Adult Program:** Modalities provided: 1) Residential, 2) Outpatient, 3) Day Treatment, 4) Aftercare and 5) Sober Living Environment Services.

OCG adult treatment program aims at enabling program participants to successfully reintegrate into the community. During treatment, the client together with treatment counselor, will develop an inventory of needs such as mental health treatment, legal obligations, obtaining a driver's license, literacy classes or GED programs, identifying job interests, receiving job training, obtaining a job, arranging independent or semi-independent living, and complying with aftercare and parole/probation needs. Additionally, ancillary services provided include: legal support, HIV/AIDS, STD testing and education, health care, literacy assistance and supportive educational training, and job search. Specific to the adult program only, a weekly group session is held to assist clients with presentation skills - Critique Quotations skill building group.

## **G. COUNTY-OWNED FACILITY USE REQUIREMENTS**

Contractor will provide adult residential alcohol and drug treatment services as described in Exhibit A., I at a County-owned facility located at 2560 Pulgas Avenue in East Palo Alto (hereinafter referred to as "premises"). County and Contractor agree that this Agreement is an operating agreement and not a lease agreement and that no landlord-tenant relationship is being created by this Agreement.

### **1. Fire Legal Coverage**

In addition to the insurance requirements listed in Paragraph 9 of the body of this Agreement, Contractor shall obtain, at its sole expense, and furnish evidence to County prior to execution of this Agreement by County, Fire Liability insurance covering damage to the improvements at the premises in the amount of not less than FIFTY THOUSAND DOLLARS (\$50,000). Water damage and debris clean-up provisions shall be included. Said coverage shall be kept in force during the term of this Agreement and any extension hereof. The proceeds from said policy shall be used by Contractor for the restoration of the improvements at the premises. County may choose not to keep the premises insured against fire or any other insurable risk, and Contractor waives any claims for damages against County for any damage resulting to the premises or to the personal property of Contractor at the premises in the event of loss from fire or other causes.

### **2. Waste**

Contractor shall not commit or suffer to be committed any waste upon the premises nor create any public nuisance at the premises, and Contractor shall at the termination of this Agreement surrender the premises to County in the same condition it was received, normal wear and tear excepted.

3. Assignment  
Contractor shall not assign its right to use of the premises.
4. Waiver  
The waiver, by either party hereto, or any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach thereof. The subsequent acceptance of payment, or charges, or automatic deduction of charges from Contractor's payment due under Exhibit B, Section 1.A. shall be deemed to be a waiver of any preceding breach by either party of any term, covenant, or condition of this Agreement.
5. Other terms and conditions  
Schedule C. All other terms and conditions apply as specified on Schedule C attached here to.

**H. SECOND CHANGE RE-ENTRY PROGRAM - Effective March 1, 2010**

Contractor shall provide the following alcohol and drug treatment and recovery services to clients who have been referred by the San Mateo County Re-entry team or designee.

1. A total of 981 days of residential alcohol and drug treatment and recovery services to a minimum of 11 re-entry participants during the term of March 1, 2010 through June 30, 2011.
2. Contractor will give priority admission to San Mateo County residents who are referred by the San Mateo County Re-entry Team or Case Manager.
3. In accordance with the AOD Policy and Procedure Manual, contractor will provide the following alcohol and drug treatment and recovery services for a period of no more that a total of ninety (90) days to each client referred by the Re-Entry Case Manager. An extension beyond the 90 day period may be granted only by written approval from the Re-entry Team, pursuant to the Contractor's written request outlining and justifying the client's clinical need. Requests must be submitted at least one month prior to the end of the original 90 day period.
4. Contractor will work in partnership with the re-entry team on continued bed utilization, treatment planning and reporting needs.
5. Contractor will provide attendance and progress reports to the Re-entry Case Manager and supervising Probation Officer from the Re-entry Team, on a monthly basis.



**EXHIBIT B2 – PAYMENTS AND RATE OF PAYMENTS  
OUR COMMON GROUND, INC.**

In full consideration of the services provided by Contractor, County shall pay Contractor as follows:

**I. Alcohol and Drug Treatment and Recovery Services**

**A. FIXED RATE Negotiated Rate Contract (NRC):**

In full consideration of the funded alcohol and drug treatment services provided to clients who lack the necessary resources to pay for all, or part of these services themselves. The County will pay Contractor the total contract amount in twenty four (24) monthly payments in a manner as outlined in the charts below. County will pay Contractor's monthly payment within (thirty) 30 days, upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Manual.

**July 1, 2010 – June 30, 2011 - Second Chance Act Re-Entry Allocation**

<b>Services</b>	<b>Funding amount</b>	<b>Monthly amount</b>	<b>Units Of Service</b>	<b>Rate</b>	<b># clients to be served</b>	<b>Slots</b>
Second Chance Act Re-Entry Residential	\$74,542	\$6,211.83	981	\$76.00	11	2

**July 1, 2009 - June 30, 2010**

<b>Services</b>	<b>Funding amount</b>	<b>Monthly amount</b>	<b>Units Of Service per Fiscal Year</b>	<b>Rate</b>	<b># clients to be served</b>	<b>Slots</b>
NRC Adult Residential	\$327,247	\$27,271	4306	\$76.00	23	12
County Adult Residential	\$115,611	\$9,634	1521	\$76.00	8	4
Strategic Directions 2010- Residential and 1-slot dedicated to Second Chance Re-entry Services (Criminal Justice)	\$40,685	\$3,390	535	\$76.00	5	2
Mental Health Services Act (MHSA) Funding	\$17,355	\$1,446	624		15	
<b>TOTAL</b>	<b>\$500,898</b>	<b>\$41,741</b>	<b>7,064</b>		<b>51</b>	<b>18</b>

**Summary of Funding for Priority Populations \* FY 2009-10**

<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	\$442,858	\$376,429	85%	\$66,429	15%
Strategic Directions 2010 (1-slot dedicated to Second Chance Re-entry Services)	\$40,685	\$40,685	100%	0	N/A
<b>TOTAL Funding **</b>	<b>\$483,543</b>	<b>\$417,114</b>	<b>N/A</b>	<b>\$66,429</b>	<b>N/A</b>

\* Priority Populations as identified in the AOD Strategic Directions 2010 plan. The plan, as well as the funding, was approved by the Board of Supervisors. Discretionary funding can be used for non-priority population clients.

\*\* Does not include MHSA funding

**July 1, 2010 - June 30, 2011**

<b>Services</b>	<b>Funding amount</b>	<b>Monthly amount</b>	<b>Units Of Service per Fiscal Year</b>	<b>Rate</b>	<b># clients to be served</b>	<b>Slots</b>
NRC Adult Residential	\$309,791	\$25,816	4,076	\$76.00	22	12
County Adult Residential	\$115,611	\$9,634	1521	\$76.00	8	4
Strategic Directions 2010- Residential (1-slot dedicated to Second Chance Re-entry Services) (Criminal Justice)	\$40,685	\$3,390	535	\$76.00	5	2
Mental Health Services Act (MHSA) Funding	\$17,355	\$1,446	624		15	
<b>TOTAL</b>	<b>\$483,442</b>	<b>\$40,286</b>	<b>6,756</b>		<b>50</b>	<b>18</b>

**Summary of Funding for Priority Populations \* FY 2010-11**

<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	\$425,402	\$361,591	85%	\$63,811	15%
Strategic Directions 2010 (1-slot dedicated to Second Chance Re-entry Services)	\$40,685	\$40,685	100%	0	N/A
<b>TOTAL Funding **</b>	<b>\$466,087</b>	<b>\$402,276</b>	<b>N/A</b>	<b>\$63,811</b>	<b>N/A</b>

\* Priority Populations as identified in the AOD Strategic Directions 2010 plan. The plan, as well as the funding, was approved by the Board of Supervisors. Discretionary funding can be used for non-priority population clients.

\*\* Does not include MHSA funding

**1. SECOND CHANCE RE-ENTRY PROGRAM - Effective 3/1/2010**

In full consideration of the Second Chance re-entry Program as outlined in Exhibit A2, Contractor shall:

- a. Keep a separate tracking system for individuals receiving Re-entry funded alcohol and drug treatment services.
- b. Submit monthly-itemized documentation, which includes/adheres to the following:
  - i. Name of individual, DAISY ID numbers, dates services were provided including admission and discharge dates, and the number of bed-days provided each month for each individual.
  - ii. Monthly invoices shall be submitted by the tenth (10) day of the month following the month services were provided.

**B. VARIABLE RATE /FEE FOR SERVICE**

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the variable amount County shall be obligated to pay for such services rendered under this Agreement and all other Agreements approved individually, or collectively by a resolution, shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

1. SACPA and SACPA OTP Funded Services

The fees for SACPA and OTP funded services shall be as follows:

a. Level I Standard Outpatient Treatment and Level I Plus Additional Outpatient Treatment

- i. \$30.00 per individual for each one and one half (1½) hour group counseling session provided within the approved treatment period for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
- ii. \$40.00 per individual for each one half (1/2) hour individual counseling session provided within the approved treatment period for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
- iii. \$80.00 per individual for each one (1) hour intake assessment provided for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
- iv. \$80.00 per individual for each one (1) hour exit assessment provided for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.

b. Level II Day Treatment

\$85.00 per individual for each visit day provided within the approved treatment period for SACPA and SACPA OTP funded alcohol and drug day treatment and recovery services.

c. Level III Residential Treatment

\$80.00 per individual for each bed day provided within the approved treatment period for SACPA and SACPA OTP funded residential alcohol and drug treatment and recovery services, including food, shelter and other basic needs.

d. Level III- COD Residential Treatment

\$118.00 per client with co-occurring disorders for each residential treatment day completed within the approved treatment period.

e. SB223 Drug Testing

The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan. Total cost reimbursed, including the administrative fee, will not exceed \$30.00 per screen.

2. CDCI and DCP Grant Funded Services

The fees for CDCI and DCP funded services shall be as follows:

a. Outpatient Treatment Services

\$38.00 per individual for each one (1) hour individual and/or group counseling session provided for CDCI/DCP funded outpatient alcohol and drug treatment and recovery services.

b. Day Treatment Services \$88.00 per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.

c. Residential Treatment Services

\$77.00 per individual for each bed day provided for CDCI/DCP funded residential alcohol and drug treatment and recovery services.

- d. Aftercare Treatment Services \$30.00 per individual for each one (1) hour group counseling session provided for CDCI/DCP funded aftercare alcohol and drug treatment and recovery services.
  - e. Sober Living Environment Services  
\$22.00 per bed day provided for CDCI/DCP funded sober living environment services.
  - f. Drug Testing  
The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan. Total cost reimbursed, including the administrative fee, will not exceed \$30.00 per screen.
3. Ryan White CARE Act Funded Services
- a. Outpatient Treatment Services  
\$38.00 per individual for each one (1) hour individual and/or group counseling session provided for Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services.
  - b. Day Treatment Services  
\$88.00 per individual for each visit day
  - c. Residential Treatment Services  
\$80.00 per individual for each bed day provided for Ryan White CARE Act funded residential alcohol and drug treatment and recovery services, including food, shelter and other basic needs.
4. Second Chance Act Re-Entry Services  
The fees for Second Chance Act Re-Entry funded services shall be as follows:
- a. Outpatient Treatment
    - i. \$30.00 per individual for each one and one half (1½) hour group counseling session provided within the approved treatment period for Second Chance Act Re-Entry funded outpatient alcohol and drug treatment and recovery services.
    - ii. \$40.00 per individual for each one half (1/2) hour individual counseling session provided within the approved treatment period for Second Chance Act Re-Entry funded outpatient alcohol and drug treatment and recovery services.
  - b. Level II Day Treatment  
\$85.00 per individual for each visit day provided within the approved treatment period for Second Chance Act Re-Entry funded alcohol and drug day treatment and recovery services.

**C. FEE FOR SERVICE WITH ALLOCATION**

- 1. Drug Medi-Cal
  - a. Day Care Rehabilitative (DCR) Treatment Services - as described in the AOD Policy and Procedure Manual.  
\$61.05 per individual for each face-to-face contact for a minimum of 3 hours per day, 3 days a week for services provided under Drug Medi-Cal funded DCH visit day.
  - b. Outpatient Drug Free (ODF) Treatment Services  
\$66.53 per Individual counseling session; and  
\$28.27 per group counseling session.

2. County Funded Adolescent Treatment Services
  - a. Day Treatment Services  
\$61.05 per individual per day for a minimum of five (5) days (business calendar days, Mon.-Fri.) and a minimum of fifteen (15) hours per week of clinical day treatment alcohol and drug treatment and recovery services.
  - b. Outpatient Treatment Services  
\$66.53 per individual counseling session; and  
\$28.27 per group session of outpatient alcohol and drug treatment and recovery services. Basic outpatient program will include three group sessions and one individual session per week.
  
3. COUNTY FUNDED Adolescent Residential Room and Board Services Effective 1/1/2010 through 6/30/2011. Reimbursement for services shall be provided on a Fee-for-Service basis at \$196.37 per bed day per adolescent for room and board only. Provider can access Minor Consent Medi-Cal funding through billing Drug Medi-Cal Outpatient Drug Free Services for adolescent alcohol and drug treatment services, as a means to supplement funding.

**D. REQUIRED FISCAL DOCUMENTATION**

1. Contractor's annual budget, and line item narrative justification covering all contracted services under this 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.

**E. COUNTY-OWNED FACILITY USE REQUIREMENTS**

Contractor shall pay a base amount of TWO THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND SIXTY-SEVEN CENTS (\$2,834.67) per month for FY 2009-10 for use of the premises as described in Exhibit A., Section I., G., County-Owned Facility Use Requirements. Said charges shall be automatically deducted from Contractor's monthly payments provided under Exhibit B, Section I. A. Fixed Rate Payments. This base shall be adjusted annually to reflect the proposed maintenance and operating costs of the premises to County.

Fiscal Year	Authorized Operating Lease Agreement	Monthly Amount
12 months – FY 2009-10	\$34,016	\$2,834.67

Fiscal Year	Authorized Operating Lease Agreement	Monthly Amount
12 months – FY 2010-11	\$34,016	\$2,834.67

**F. RECONCILIATION OF CURRENT SERVICES AND SERVICES PAID FOR DURING FY 2008-09**

1. Contractor underutilized funds of contracted services in two (2) modalities in FY 2008-09, in the amount of \$12,155:

Modality	Contract Amount	Unit Rate	Contracted UOS	Actual UOS	Utilization %	Amount Owed
SD 2010 Residential	\$40,685.00	\$73.17	556	464	83%	\$6,732.05
Co-Occurring/MHSA	\$17,355.00	\$27.81	624	429	69%	\$5,423.44

2. Contractor will reconcile the underutilization of services in the SD 2010 Residential Modality during FY 2008-09 by providing thirty-three (33) bed days to serve three (3) Criminal Justice clients from the NRC Adult Modality during FY 2009-10.
3. Contractor will reconcile the underutilization of Co-Occurring/MHSA services during FY 2008-09 by providing 195.01 hours of **direct client services** to clients with co-occurring disorders, during FY 2009-10 and 2010-11.

**G. AMENDMENT TO AGREEMENT AUTHORIZATION**

The Chief of the Health System is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

## County of San Mateo Contractor's Declaration Form

### I. CONTRACTOR INFORMATION

Contractor Name:	Our Common Ground, Inc.	Phone:	(650) 364-7988
Contact Person:	Orville Roache, Executive Director	Fax:	(650) 364-7987
Address:	631 Woodside Road, Redwood City, CA 94061		

### 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