

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

THIS SECOND AMENDMENT TO THE AGREEMENT, 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 June 9, 2009, the parties hereto under Resolution 070157 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 August 18, 2010 the Chief of the Health System amend the Original Agreement to adjust the units of service, reconcile current services with funds paid during FY 2008-09, decrease the maximum obligation by \$24,795, for a new maximum obligation of \$4,358,251, with no change to the Agreement term; and

**WHEREAS**, it is now necessary and the mutual desire and intent of the parties hereto to once again amend the Original Agreement a second time to increase Second Chance Act Re-Entry Services to include outpatient and intensive day treatment, to reduce the administrative fee to the First Offender Program from 10% to 8%, and to increase the maximum obligation by \$24,200 for a new maximum of \$4,382,451, with no change to the Agreement term.

**NOW, THEREFORE**, the Original Agreement is hereby amended to read as follows:

1. Paragraph 3 Payments, Maximum Amount, Section A. is amended as follows:

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 FOUR MILLION THREE HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED FIFTY-ONE DOLLARS (\$4,382,451).

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 FOUR HUNDRED THIRTY-FIVE THOUSAND SIXTY DOLLARS (\$435,060) for FY 2009-10, and FOUR HUNDRED TEN THOUSAND TWO HUNDRED SIXTY-THREE DOLLARS (\$434,463) 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 THREE MILLION FIVE HUNDRED-TWELVE THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS (\$3,512,928).

The maximum aggregate amount for FY 2010-11 is ONE MILLION SEVEN HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED SIXTY-FOUR DOLLARS (\$1,756,464), and the aggregate amount for FY 2010-11 is ONE MILLION SEVEN HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED SIXTY FOUR DOLLARS (\$1,756,464).

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 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.

For FY 2010-11:

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 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. TWENTY FOUR THOUSAND TWO HUNDRED DOLLARS (24,200) FOR Second Chance Reentry Services as described in Exhibit A2 .

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

1. The Original Agreement between the parties dated June 9, 2009, is amended as set forth herein.
2. This Second Amendment is hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
3. All provisions of the Original Agreement, unless expressly deleted, modified, or otherwise superseded in this Second Amendment shall continue to be binding on all parties hereto.

This Second Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated June 9, 2009, 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.

COUNTY OF SAN MATEO

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

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

ATTEST:

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

Pyramid Alternatives, Inc.

By: \_\_\_\_\_  
Janeen Smith, Executive Director

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

**Exhibit A2 - Description of Services  
PYRAMID ALTERNATIVES, INC.**

**Alcohol and Drug Treatment and Prevention 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 ONE HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS (\$123,652) shall be used to fund services for clients in the four priority populations for FY 2009-10, and NINETY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-SEVEN (\$98,857) for FY 2010-11 as outlined in the Strategic Directions 2010.

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

Modalities / Priority Populations	Individuals Served (Annually)	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD) (Annually)
Day Treatment/ (Families with Children, Homeless, Criminal Justice)	8	818 VD
NRC Outpatient/ (Families with Children, Homeless, Youth, Criminal Justice)	54	4,619 SAH
County Outpatient/ (Adolescents/Adults)	20	1,713 SAH

**Priority Population Funding: UOS Breakdown**

Funding Type	Total UOS	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding (Day Treatment)	0	0	85%	0	15%
Flat Rate Base Funding (Outpatient)	6,332 SAH	5,382 SAH	85%	950	15%
Strategic Directions 2010 (Day Treatment)	818 VD	818 VD	100%		0%
Total (UOS) Staff Available Hours	6,332	5,382		950	
TOTAL (UOS) Visit Days (VD)	818 VD	818 VD		0	

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

Modalities / Priority Populations	Individuals Served (Annually)	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD) (Annually)
Day Treatment/ (Families with Children, Homeless, Criminal Justice)	6	655 VD
NRC Outpatient/ (Families with Children, Homeless, Youth, Criminal Justice)	54	4,619 SAH
County Outpatient/ (Adolescents/Adults)	20	1,713 SAH

**Priority Population Funding: UOS Breakdown**

Funding Type	Total UOS	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding (Day Treatment)	0	0	85%	0	15%
Flat Rate Base Funding (Outpatient)	6,332 SAH	5,382 SAH	85%	950	15%
Strategic Directions 2010 (Day Treatment)	655 VD	655 VD	100%		0%
Total (UOS) Staff Available Hours	6,332	5,382		950	
TOTAL (UOS) Visit Days (VD)	655 VD	655 VD		0	

## 2. Best Practices

To enhance services to these priority populations, services must align with evidence based and promising practices.

Contractor will provide thorough training plans for staff in the areas of Cognitive Behavioral Therapy (CBT), Matrix models, Harm Reduction, and Motivational Interviewing. In addition, Contractor will continue to strive to adhere to best practices published in the Treatment Improvement Protocol Series (TIPS).

## 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. Contractor shall include the following components when developing a treatment plan.

### a. Client Involvement

Treatment planning will involve a team approach with the client's individual needs as the focus. Client will be engaged through all stages of assessment, treatment, and on-going evaluation of treatment.

### b. Crisis Planning

Case management sessions will occur to evaluate client's treatment effectiveness. If it is deemed necessary that the client requires a higher level of care, a harm reduction approach will be utilized, and the appropriate recommendation and referral will be made. The client will be engaged and involved throughout the crisis planning stage.

### c. Continuum of Care

A thorough assessment will be performed to identify the client's needs such as treatment, employment assistance, medical needs, housing needs, vocational rehabilitation, legal counsel and job training. Referrals will be made and consent forms will be signed to assure that the proper follow up with the client and outside resource agencies are easily accessible. Contractor will maintain collaborations with key resource agencies in order to meet the unique needs of each client.

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

### 1. Co-occurring Disorders

Contractor goal is to raise awareness and improve treatment of co-occurring clients as identified in the Compass performed January 2009.

#### a. Problem as identified by Compass:

1. Continue administrative training, welcoming and raise awareness and empathy of Co-occurring Disorders.
2. Compass, supervisors and staff are in agreement assessment, diagnosis and treatment planning can improve. Complicated cases are experienced more as the norm for Contractor now than in the past.

#### b. Clinical Supervisors will receive regular supervision with the Clinical Director. In this supervision, norms will be established for client care across the all treatment programs. These norms will be translated to individual supervision with all clinical staff and will

include:

- i. Creation of a new treatment plan that includes strengths and diagnosis
- ii. All diagnosis and treatment plans will be signed off on by supervisors.
- c. Contractor will use Co-Occurring Contract to pay for increased Clinical supervisor load and duties that are necessary to improve service to Co-occurring Clients.

## 2. 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

## 3. 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 on 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 at least two (2) PDSA change cycles annually as part of this contract.
- g. Contractor will report quarterly to BHRS 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: either implementing the outpatient AOD client satisfaction feedback survey, or developing and implementing a client satisfaction feedback survey by June 30, 2010.
- b. Contractor will utilize client feedback in conjunction with the QI process for program improvement.
- c. Contractor will report quarterly to BHRS on the status of the client feedback process and outcomes on a quarterly basis.

2. Contractor will work in partnership with AOD to study the viability of billing of: Minor Consent Medi-Cal, a potential funding source currently under exploration.

## **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. 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 to clients who have been referred by the San Mateo County Drug Court Team(s):

- a. Outpatient Treatment Services
- b. Day Treatment Services
- c. Aftercare Treatment Services
- d. Drug Testing

### 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. DESCRIPTION OF UNIQUE PROGRAM SERVICES**

In full consideration of the payments herein provided for, Contractor shall provide Outpatient and Intensive Day Treatment services. Contractor will provide these services in compliance with the requirements of the AOD Policy and procedure manual including additions and revisions, incorporated herein.

Contractor shall provide a minimum of 1-2 days a week of Outpatient therapy. Services will include a minimum of two (2) individual counseling sessions per month and minimum of three (3) hours of recovery-oriented group counseling per week. Program topics will include addiction and recovery, parenting skills, health issues, and ongoing educational workshops.

Contractor shall provide a minimum of 3-4 days a week of Intensive Day Treatment. Program shall consist of weekly group sessions, face-to-face (individual) sessions, process groups and education.

Contractor's basic alcohol and drug treatment program shall include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 6 months and 12 months after intake for each program participant.
2. Ancillary services will include access to vocational and job training, medical services, ESL/GED, advanced education, mental health services, detoxification services and other drug treatment, HIV/AIDS, HEP A.B.C, and STD testing and education, and other appropriate services provided by the County of San Mateo. Education will be offered by Contractor.
3. Access will be provided to community involvement to encourage participants to be active in their community and in society. These activities may include community service, school or training programs, volunteer work or employment.
4. Collateral services will be provided to family members including education on substance abuse behavior and lifestyle, along with educational meetings on how to give support to the family member in treatment.
5. Program topics will include addiction and recovery, the twelve –step model of recovery, family dynamic, self-esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, educational issues, and relapse prevention.
6. Cases coordination and referrals with other San Mateo County providers as necessary.
7. Aftercare services will be provided to program participants upon completion of Contractors treatment program. Aftercare services will include:
  - a) An aftercare plan developed with each program participant prior to the final phase of the treatment program; and

- b) Two (2) hours of relapse prevention each month for each program participant including ongoing program activities, group and individual support, education and ongoing links to community services.

8. Evaluation and referral for medical co-occurring issues.

**F. NON-REIMBURSABLE SERVICES**

1. Driving Under The Influence (DUI)

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the DUI program services to clients who have been referred by the Department of Motor Vehicles, Probation, and the Superior Courts.

2. Deferred Entry of Judgment (DEJ)

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the DEJ to clients who have been referred by the Probation Department.

**EXHIBIT B2 – PAYMENTS AND RATE OF PAYMENTS  
PYRAMID ALTERNATIVES, 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 and recovery 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, 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 Outpatient	\$200,016	\$16,668	4619 SAH	\$43.30	54	27
County Outpatient	\$74,205	\$6,184	1713 SAH	\$43.30	20	10
Strategic Directions 2010-Day Treatment	\$123,652	\$10,304	818 VD	\$151.00	8	4
Co-occurring	\$37,185	\$3,098	826 SAH	\$45.01		
<b>TOTAL</b>	<b>\$435,058</b>	<b>\$36,254</b>			<b>82</b>	<b>41</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	\$311,406	\$264,695	85%	\$46,711	15%
Strategic Directions 2010	\$123,652	\$123,652	100%	0	0%
<b>TOTAL Funding</b>	<b>\$435,058</b>	<b>\$388,347</b>	<b>-</b>	<b>\$46,711</b>	<b>-</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.

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

<b>Services</b>	<b>Funding amount</b>	<b>Monthly amount</b>	<b>UOS per Fiscal Year</b>	<b>Rate</b>	<b># clients to be served</b>	<b>Slots</b>
NRC Outpatient	\$200,016	\$16,668	4619 SAH	\$43.30	54	27
County Outpatient	\$74,205	\$6,184	1713 SAH	\$43.30	20	10
Strategic Directions 2010-Day Treatment	\$98,857	\$8,238	655 VD	\$151.00	6	3
Co-occurring	\$37,185	\$3,098	826 SAH	\$45.01		
<b>TOTAL</b>	<b>\$410,263</b>	<b>\$34,188</b>				

(\*) Should contractor be below 45% utilization at 6 months of service, contractor has discretion of using Strategic Directions 2010 Day Treatment funding for County Outpatient services.

**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	\$311,406	\$264,695	85%	\$46,711	15%
Strategic Directions 2010	\$98,857	\$98,857	100%	0	0%
<b>TOTAL Funding</b>	<b>\$410,263</b>	<b>\$363,552</b>	<b>-</b>	<b>\$46,711</b>	<b>-</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.					

**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. 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  
\$39.14 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 \$85.00 per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.
- c. Aftercare Treatment Services \$40.00 per individual for each one (1) hour group counseling session provided for CDCI/DCP funded aftercare alcohol and drug

- treatment and recovery services.
- d. 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. 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. NON-REIMBURSABLE SERVICES**

In accordance with the AOD Policy and Procedure Manual, DUI/DEJ services are a non-reimbursable service. DUI/DEJ administrative fees must be approved by the County Health Services Agency Director.

**First Offender Programs**

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a ten percent (10%) administrative fee for FOP of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and State administrative fees for the FOP

**Multiple Offender Programs**

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator an eight percent (8%) administrative fee for MOP of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and State administrative fees for the DUI MOP.

**Deferred Entry of Judgment**

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a five percent (5%) administrative fee of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and collections for drug testing for the DEJ program.

**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.

**ATTACHMENT 3 - CONTRACTOR'S DECLARATION FORM  
COUNTY OF SAN MATEO  
PYRAMID ALTERNATIVES, INC.  
July 1, 2009 through June 30, 2011**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Pyramid Alternatives, Inc.	Phone:	(650) 355-8787
Contact Person:	Janeen Smith, Executive Director	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