

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
FREE AT LAST**

THIS THIRD AMENDMENT is entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Free at Last, hereinafter called "Contractor"

WITNESSETH:

WHEREAS, on June 9, 2009, the parties hereto under Resolution 070156 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 April 13, 2010, the parties under Resolution 070694 amended the Original Agreement to incorporate Second Chance Act Re-Entry Residential Services and increase the maximum obligation by \$81,600 for a new maximum of \$5,129,180 with no change to the Agreement term; and

WHEREAS, on May 18, 2010, the Chief of the Health System approved a Second Amendment to increase Bay Area Network and services and funding in the amount of \$6,577, for a new maximum obligation \$5,135,757 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 to reduce Net County Funding by \$24,795, reduction taken from SD 2010 Perinatal Residential Services, for a new maximum obligation of \$5,110,962; Reconciliation of services in FY 2008/09, reducing Second Chance Act Re-Entry Allocation funds for residential services by \$61,200 for a new maximum obligation of \$5,049,762; increase Second Chance Act Re-Entry outpatient and intensive day treatment Services by \$24,200 for a new maximum obligation of \$5,073,962; and reduce the administrative fee to the First Offender Program from 10% to 8%, and no change to the Agreement term.

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

3. **A. Maximum Amount:**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A1, 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 B1 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 ONE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-SEVEN DOLLARS (\$5,135,757). 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 FOUR HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED TWENTY-NINE DOLLARS (\$1,452,829), including \$709,303 for FY 2009-10, and \$743,526 for FY 2010-11.

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. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will participate in planning, training, and implementation of the System of Care development for Co-occurring Disorders in San Mateo County. Payments under this First Amendment to the Original Agreement must directly support services specified in Exhibit A1. Services will be culturally and linguistically appropriate for the population specified in the proposal of services provided by the Contractor to San Mateo County Mental Health and Alcohol and Drug Services.

a. Contractor will provide the following County Funded Services:

1. State Certified counselors, experienced with Co-occurring disorders
2. Client services shall include face-to-face contacts two times per week and group counseling including specific topics to Co-occurring disorders.
3. Provide four hundred-nineteen (419) residential bed days.
4. Serve three (3) residential clients with Co-occurring disorders
5. Contractor shall meet the needs of the clients by offering additional medical appointments and medication management services in collaboration with the South County Mental Health clinics.
6. Provide the following direct client services:
 1. Individual therapy
 2. Group counseling
 3. Case Management
 4. Treatment Planning Consultation
 5. Ancillary supportive services
 6. Random urine and drug screens for all program participants
 7. Additional services as needed
 8. Maintain the client standards set forth in the Original NRC/County Flat Rate Agreement
7. Contractor will work collaboratively with AOD to develop a formalized process in identifying COD clients.

8. Contractor will provide quarterly reports delineating progress on the implementation of goals.
2. Exhibit A2. Section E. is hereby replaced by Exhibit A3 Section E as follows:

E. FEE FOR SERVICE ALLOCATION

 1. Bay Area Services Network (BASN)
 In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein
 - a. Outpatient Alcohol and Drug Treatment Units of Service:
 Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.
 - i. Admit to Contractor's BASN outpatient alcohol and drug treatment program a minimum of two (2) program participants annually.
 - ii. Provide one hundred-seventy four (174) hours dedicated to BASN outpatient services to BASN program participants annually
 2. BASN Residential Alcohol and Drug Treatment Units of Service:
 - a. Admit a minimum of four (4) BASN residential alcohol and drug treatment program participants per year for the term of the Agreement.
 - b. Contractor will provide a maximum of one hundred eighty (180) days of BASN residential treatment per program participant per year for the term of Agreement, for individuals referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services. Contractor will provide a maximum of six-hundred fifty three (653) bed days of BASN residential treatment per year.
 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
 - c. Residential Treatment Services
3. Exhibit B2. Section C. 1. is hereby deleted and replaced by Exhibit B3 Section C.1. as follows:

C. FEE FOR SERVICE WITH ALLOCATION

 1. Bay Area Services Network (BASN)
 In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor \$7,843 annually for

Outpatient Treatment Services, and \$46,690 annually for Residential Treatment.

- a. \$44.89 per direct staff hour for BASN funded outpatient alcohol and drug treatment and recovery services.
- b. \$71.50 per bed day provided for BASN funded residential alcohol and drug treatment and recovery services.

2. 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.

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

1. The Original Flat Rate Agreement between the parties dated June 9, 2009, as amended by a First Amendment on April 13, 2010, by a Second Amendment on May 18, 2010, is amended as set forth herein
1. This Third Amendment is hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, as amended by the First Amendment, and the Second Amendment, unless expressly deleted, modified, or otherwise superseded in this Third Amendment shall continue to be binding on all parties hereto.

This Third 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, as amended on April 13, 2010, on May 18, 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 Third 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

Free At Last

By: _____
Gerardo Barragan, Executive Director

Date: _____

**Exhibit A3 - Description of Services
FREE AT LAST**

Alcohol and Drug Treatment and Prevention Services

Contractor will provide the following alcohol and drug treatment and prevention 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 and prevention 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	Individuals Served	Units of Service (UOS) – Bed Days (BD)
Second Chance Act Re-Entry Residential	10	960

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

Modalities / Priority Populations	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
NRC Perinatal Residential (Families with Children)	8	1824 (BD)
County Residential (Homeless, Criminal Justice)	16	2954 (BD)
NRC Outpatient (Homeless, Criminal Justice)	8	890 (SAH)
Strategic Directions 2010-Perinatal Residential and 1-slot dedicated to Second Chance Re-entry Services	3-Perinatal 1- Second Chance	1057 (BD)
Strategic Directions 2010-Residential	4	535 (BD)
Strategic Directions 2010-Outpatient	2	212 (SAH)

Priority Population Funding: UOS Breakdown (Annual)

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding (Perinatal / Residential)	4,778 (BD)	4,061 (BD)	85%	717 (BD)	15%
Strategic Directions 2010-Perinatal/Second Chance Re-entry Residential	1,592 (BD)	1,592 (BD)	100%	N/A	N/A
TOTAL (UOS) (BD)	6,370 (BD)	5,653 (BD)	N/A	717 (BD)	N/A
Flat Rate Base Funding (Outpatient)	890 (SAH)	757 (SAH)	85%	134 (SAH)	15%
Strategic Directions 2010 (Outpatient)	212 (SAH)	212 (SAH)	100%	N/A	N/A
TOTAL (UOS) (SAH)	1,102 (SAH)	969 (SAH)	N/A	134 (SAH)	N/A
*Specific condition(s): 1-slot will be dedicated to referrals from the Second Chance Re-Entry Program					

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

Modalities / Priority Populations	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
NRC Perinatal Residential (Families with Children)	8	1824 (BD)
County Residential (Homeless, Criminal Justice)	16	2954 (BD)
NRC Outpatient (Homeless, Criminal Justice)	8	890 (SAH)
Strategic Directions 2010-Perinatal Residential and 1-slot dedicated to Second Chance Re-entry Services	3-Perinatal 1- Second Chance	1057 (BD)
Strategic Directions 2010-Residential	4	535 (BD)
Strategic Directions 2010-Outpatient	2	212 (SAH)

Priority Population Funding: UOS Breakdown (Annual)

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding (Perinatal Residential/ Residential)	4,778 (BD)	4,061 (BD)	85%	717 (BD)	15%
Strategic Directions 2010-Perinatal /Second Chance Re-entry Residential *	1,592 (BD)	1,592 (BD)	100%	N/A	N/A
TOTAL (UOS) (BD)	6,370 (BD)	5,653 (BD)	N/A	717 (BD)	N/A
Flat Rate Base Funding (Outpatient)	890 (SAH)	757 (SAH)	85%	134 (SAH)	15%
Strategic Directions 2010 (Outpatient)	212 (SAH)	212 (SAH)	100%	N/A	N/A
TOTAL (UOS) (SAH)	1,102 (SAH)	969 (SAH)	N/A	134 (SAH)	N/A
*Specific condition(s): 1-slot will be dedicated to referrals from the Second Chance Re-Entry Program					

2. Best Practices

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

From July 1, 2009 - June 30, 2010, Contractor will focus on developing a comprehensive women’s program and will work closely with AOD in the implementation of evidence-based gender specific curricula. By June 30, 2010 contractor program counselors shall be fully trained to implement and facilitate the following curriculums: *Seeking Safety, Beyond Trauma, Helping Women Recover* and/or other curricula identified jointly by contractor and AOD.

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

Contractor will involve client in the identification and setting of achievable treatment goals as part of an individualized treatment plan. Contractor will review, modify and adjust client treatment plan every thirty (30) days to address clients’ individual needs.

b. Crisis Planning

Contractor will develop crisis plans and/or relapse plans jointly with clients to

- address individual challenges/needs that arise during the treatment process.
- c. Continuum of Care
Contractor shall collaborate closely with local community-based agencies and agencies through out the County of San Mateo in order to provide clients with a wide range of AOD treatment services and ancillary services. Currently contractor is an active and key partner in various community-based efforts including Mental Health, AOD Prevention and the Unhoused Steering Committees.

B. STRATEGIC DIRECTION 2: SYSTEM-WIDE IMPROVEMENTS

1. Co-occurring Disorders (MHSA funding)
 - 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 focus on increasing the average length of stay of residential clients with co-occurring disorders by 23% annually through a quality improvement process.
 - ii. Contractor will work with Mental Health to implement joint case conferencing sessions with co-occurring clients as a way to improve treatment
 - iii. retention/client outcomes.
 - iv. Contractor program counselors/staff will complete and implement a minimum of two (2) trainings in the areas of co-occurring disorders per fiscal year, during the term of the contract.
 - v. All program staff/counselors will complete a minimum of one training focusing on eating disorders and will incorporate the skills and knowledge gained as part of the treatment program by June 30, 2010.
 - vi. Contractor program counselors/intake counselors will implement and consistently use the updated intake screening form as a tool to identify mental health issues in clients early in treatment.
 - vii. Contractor will provide AOD updates of trainings received and the implementation of trainings received on a quarterly basis.
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
 1. Screening and Assessment Standards
 2. 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 one component of the organizational Quality Improvement program. This process improvement initiative must focus on improving client outcomes.

b.

c. Defined measure(s) of change (i.e.: rate of "no shows" for intake)

d. Baseline data (using the above identified measures) has been collected

e. A change action/activity has been identified for implementation

f. A timeline for measuring change data and sharing with QI team

g. Contractor will regularly complete two (2) PDSA change cycles annually as part of this contract.

h. 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 shall incorporate client feedback by implementing the AOD client satisfaction survey. Contractor will develop and implement a client satisfaction survey review process by August 1, 2009, and will use client feedback in conjunction with the agency's overall QI process,

b. Contractor will report to BHRS on the status of the client feedback process and outcomes on a quarterly basis.

D. FEE FOR SERVICE

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. 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. Residential Treatment Services
- d. 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 to clients who have been referred by the Ryan White Case Manager. The maximum length of stay is 90 days 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. Requests must be submitted by 1-month prior to the 90 day maximum.

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

E. FEE FOR SERVICE ALLOCATION

1. Bay Area Services Network (BASN)

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

2. SOBER LIVING ENVIRONMENT (SLE) Units of Service

- a. Program participants must be admitted through BASN specific case management authorization from BASN specific residential treatment services. Contractor will provide the following services:
 - i. Contractor will provide a total of two hundred forty-nine (249) units of service of BASN sober living environment (SLE) transitional housing to a minimum of two

- ii. (2) BASN program participants annually during the term of the Agreement.
- b. Outpatient Alcohol and Drug Treatment Units of Service:
 Contractor will provide a maximum of one hundred eighty (180) days of the following BASN outpatient alcohol and drug treatment services per program participant for individuals referred to the BASN outpatient program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.
- i. Admit to Contractor's BASN outpatient alcohol and drug treatment program a minimum of two (2) program participants annually.
 - ii. Provide three hundred sixty-five (365) hours dedicated to BASN outpatient services to BASN program participants annually.
- 3 . BASN Residential Alcohol and Drug Treatment Units of Service:
- a. Admit a minimum of two (2) BASN residential alcohol and drug treatment program participants per year for the term of the Agreement.
 - b. Contractor will provide a maximum of one hundred eighty (180) days of BASN residential treatment per program participant per year for the term of Agreement, for individuals referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services. Contractor will provide a maximum of three hundred sixty five (365) bed days of BASN residential treatment per year.

F. FLAT RATE SERVICES – SECOND CHANCE RE-ENTRY RESIDENTIAL PROGRAM

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. Second Chance Act Residential Services shall include:

1. A total of 960 days of residential alcohol and drug treatment and recovery services to a minimum of 10 re-entry participants, during the term of the Agreement March 1, 2010 through June 30, 2011.
2. Contractor will give priority admission to San Mateo County residents and 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.

G. DESCRIPTION OF UNIQUE PROGRAM

Contractor will provide the following treatment services: Outpatient Services, and Residential Treatment Services for men, women and women with children.

Residential Treatment Programs are highly structured programs lasting 7 to 9 months

and are based on the 12-Steps Recovery Fellowship. Residential Program includes:

1. Once a week case management
2. Once a week Individual sessions
3. Group Process
4. 12-Step Meetings
5. Educational classes incorporating:
 - a. life skills development,
 - b. communication,
 - c. money management,
 - d. reading assistance/tutoring,
 - e. computer training,
 - f. weekly mental health educational sessions,
 - g. employment development skills,
 - h. family reunification/Parenting skills

Program and scheduling of sessions may be changed and/or adjusted to accommodate client needs.

Outpatient Treatment Program is a highly structured program lasting 6 to 8 months is based on the 12-Steps Recovery Social Model. Outpatient programs are offered during days and/or evenings, and are in both English and Spanish. The program incorporates:

1. Group process,
2. Individual sessions,
3. 12-step meetings,
4. Case management,
5. Educational classes that encompass topics on:
 - a. life skills,
 - b. conflict resolution,
 - c. employment readiness training.

English group process sessions are offered twice a day Monday through Thursday, one session during day hours and one session in the evening. One Spanish group process session is available during the evening Tuesday through Friday. Program and scheduling may be changed/adjusted to accommodate clients' needs.

H. 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.

I. EVIDENCE-BASED PRACTICES

Contractor will work collaboratively with AOD to develop and implement evidenced-

**EXHIBIT B3 – PAYMENTS AND RATE OF PAYMENTS
FREE AT LAST**

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.

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

Services	Funding amount	Monthly amount	Units Of Service	Rate	# clients to be served	Slots
Second Chance Act Re-Entry Residential	\$81,600	\$5,100	960	\$85.00	10	2

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

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be served	Slots
NRC Perinatal Residential (Women w/ children ages 17 and under)	\$177,830	\$14,819	1824	\$97.49	8	4
County Residential	\$227,469	\$18,956	2954	\$77.00	16	8
NRC Outpatient	\$43,167	\$3,597	890	\$48.50	8	3
Strategic Directions 2010 Funding-Perinatal Residential (Women w/ children ages 5 and under) and Second Chance Re-Entry	\$103,000	\$8,583	1057	\$97.45	3-Perinatal 1-Second Chance	2
Strategic Directions 2010 Funding-Residential	\$41,200	\$3,433	535	\$77.00	4	2
Strategic Directions 2010 Funding-Outpatient	\$10,300	\$858	212	\$48.50	2	1
Mental Health Services Act (MHSA) Funding	\$31,404	\$2,617	419		3	
TOTAL	\$634,370	\$52,863	Beds-8371 SAH-1102	N/A	49	22

Summary of Funding for Priority Populations FY 2009-10

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$479,870	\$407,889	85%	\$71,981	15%
Strategic Directions 2010	\$154,500	\$154,500	100%	N/A	0%
TOTAL Funding *	\$634,370	\$562,389	N/A	\$71,981	N/A

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

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be served	Slots
NRC Perinatal Residential (Women w/ children ages 17 and under)	\$177,830	\$14,819	1824	\$97.49	8	4
County Residential	\$227,469	\$18,956	2954	\$77.00	16	8
NRC Outpatient	\$43,167	\$3,597	890	\$48.50	8	3
Strategic Directions 2010 Funding-Perinatal Residential (Women w/ children ages 5 and under) and Second Chance Re-Entry	\$103,000	\$8,583	1057	\$97.45	3 Perinatal; 1 Second Chance Re-Entry	2
Strategic Directions 2010 Funding-Residential	\$41,200	\$3,433	535	\$77.00	4	2
Strategic Directions 2010 Funding-Outpatient	\$10,300	\$858	212	\$48.50	2	1
Mental Health Services Act (MHSA) Funding	\$31,404	\$2,617	419		3	
TOTAL	\$ 634,370	\$562,389	Beds-7090 SAH-1102	N/A	52	22

Summary of Funding for Priority Populations FY 2010-11

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$479,870	\$407,889	85%	\$71,981	15%
Strategic Directions 2010	\$154,500	\$154,500	100%	N/A	0%
TOTAL Funding *	\$634,370	\$562,389	N/A	\$71,981	N/A

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. 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
\$38.20 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. 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. 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
\$60.00 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. 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.

C. FEE FOR SERVICE WITH ALLOCATION

1. Bay Area Services Network (BASN)

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor \$16,384 annually for Outpatient Treatment Services, \$26,097 annually for Residential Treatment Services and \$5,475 annually for SLE Services.

- a. \$44.89 per direct staff hour for BASN funded outpatient alcohol and drug treatment and recovery services.
- b. \$71.50 per bed day provided for BASN funded residential alcohol and drug treatment and recovery services.
- c. \$22.00 per bed day provided for BASN sober living environment funded services.

D. FLAT RATE SERVICES SECOND CHANCE RE-ENTRY FUNDING

Amendment shall be effective March 1, 2010- June 30, 2011

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be served	Slots
Second Chance Re-entry	\$81,600	\$5,100	960	\$85	10	2

Contractor shall keep a separate tracking system for individuals receiving re-entry funded alcohol and drug treatment services.

Contractor's shall submit monthly-itemized documentation, which includes/adheres to the following:

- a) 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.
- b) Monthly invoices shall be submitted by the tenth (10) day of the month following the month services were provided.

E. NON-REIMBURSABLE SERVICES

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

1. First Offender Programs

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator an eight percent (8%) 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.

F. 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.

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

I. CONTRACTOR INFORMATION

Contractor Name:	Free at Last	Phone:	(650)462-6999
Contact Person:	Gerardo Barragan, Executive Director	Fax:	(650)462-1033
Address:	1796 Bay Road East Palo Alto, CA 94303		

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

