

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

THIS FOURTH AMENDMENT is entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PROJECT NINETY, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, on June 23, 2009, the parties hereto under Resolution 070229 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 for a maximum obligation of \$6,380,746; 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 \$182,480 for a new maximum obligation of \$6,563,226, 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 a second time to increase BASN services and increase the maximum obligation by \$6,567 for a new maximum obligation of \$6,569,793, with no change to the Agreement term; and

WHEREAS, on July 15, 2010, the Chief of the Health System approved a Third Amendment to decrease the maximum obligation by \$68,400, for a new maximum obligation of \$6,501,393, with no change to the Agreement term; and

WHEREAS, it is now, once again, necessary and the mutual desire and intent of the parties to amend the Original Agreement a fourth time 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 \$6,525,593, with no change to the Agreement term.

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A, 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 B 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 SIX MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS (\$6,525,593).

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 TWO MILLION EIGHT HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED SIXTY-FIVE DOLLARS (\$2,818,465), including \$1,401,096 for FY 2009-10, and \$1,417,369 for FY 2010-11.

2. Exhibit A3 is hereby deleted in its entirety and replaced by Exhibit A4 attached hereto.
3. Exhibit B3 is hereby deleted in its entirety and replaced by Exhibit B4 attached hereto.

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

1. The Original 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, 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, as amended by the First Amendment, a Second Amendment, and a Third Amendment 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, and a Second Amendment on May 18, 2010, and 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

PROJECT NINETY, INC.

By: _____
Marc A. Sabin, Chief Executive Officer

Date:

**Exhibit A4 - Description of Services
PROJECT NINETY, INC.**

Alcohol and Drug Treatment 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
July 1, 2009- June 30, 2010**

Modalities / Priority Populations	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
Residential / (Homeless, Criminal Justice)	Capacity: 34 Individuals: 130	# of BD: 12,373
Treatment Readiness / (Adult & Adolescent)	Individuals: 21	# of SAH: 786

Priority Population Funding: Annual 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 Units of Service / (Residential)	11,495 (BD)	9,770 (BD)	85%	1,725 (BD)	15%
Strategic Directions 2010 Funding – Criminal Justice / (Residential)	1,358 (BD)	1,358 (BD)	100%	0	0%
TOTAL Residential (BD)	12,853 (BD)	11,128 (BD)	86.65%(BD)	1,725 (BD)	13.35% (BD)

Specific condition(s): Strategic Directions 2010 Funding will give priority admission to clients in the Pathways or Choices programs.

The County Adult Co-Occurring Residential Flat Rate Base Funding will give priority admission to clients with co-occurring substance abuse and mental health disorders referred by the Adult Resource Management Team.

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

Modalities / Priority Populations	Individuals Serve	Units of Service (UOS)-Staff Available Hours(SAH)-Bed Days (BD)
Residential / (Homeless, Criminal Justice)	Capacity: 34 Individuals: 130	# of BD: 12,373

Priority Population Funding: Annual 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 Units of Service / (Residential)	11,015 (BD)	9,363 (BD)	85%	1,652 (BD)	15%
Strategic Directions 2010 Funding – Criminal Justice / (Residential)	1,358 (BD)	1,358 (BD)	100%	0	0%
TOTAL Residential (BD)	12,373 (BD)	10,721 (BD)	86.65%(BD)	1,652 (BD)	13.35% (BD)
<p>Specific condition(s): Strategic Directions 2010 Funding will give priority admission to clients in the Pathways or Choices programs. The County Adult Co-Occurring Residential Flat Rate Base Funding will give priority admission to clients with co-occurring substance abuse and mental health disorders referred by the Adult Resource Management Team.</p>					

2. Best Practices

To enhance services to these priority populations, services must align with evidence based and promising practices. Contractor will continue to use Evidenced-Based Practices, including but not limited to:

- a. Substance Abuse and Mental Health Services Administration’s published series Treatment Improvement Protocols (TIP).
- b. The National Institute of Drug Abuse’s Principles of Effective Drug Addiction Treatment.
- c. Substance Abuse and Mental Health Services Administration’s publication TIP 47: Substance Abuse: Clinical Issues in Intensive Outpatient Treatment.
- d. Minkoff and Kline’s Comprehensive Continuous Integrated System of Care Model
- e. A 12-Step Fellowship-based Social Model
- f. Substance Abuse and Mental Health Services Administration’s publication TIP 33: Treatment for Stimulant Use Disorders.
- g. Substance Abuse and Mental Health Services Administration’s publication TIP 44: Substance Abuse Treatment for Adults in the Criminal Justice System.
- h. Substance Abuse and Mental Health Services Administration’s publication TIP 35: Enhancing Motivation for Change in Substance Abuse Treatment.
- i. Substance Abuse and Mental Health Services Administration’s Guidelines for Assessing Cultural Competency.

Over the next two fiscal years, Contractor will work to continue implementing additional Evidenced-Based Best Practices, including:

- a. Dr. Stephen J. Bavolek’s Nurturing Parent Programs curricula.

- b. Trauma-informed treatment services.
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 shall provide individualized treatment based on the client's needs. The client's treatment and services plan shall be continually assessed and modified as necessary to meet the client's changing needs as he progresses through recovery, and shall include a Personal Recovery Plan and, for residential clients, an Exit Plan. Personal Recovery Plans shall be reviewed with the client at least every 30 days. Contractor shall keep progress notes on the progress each client has made towards reaching his Personal Recovery Plan goals and Exit Plan goals, if applicable. Contractor shall refer clients requiring additional support to ancillary services.
 - b. Crisis Planning
Contractor shall address relapse and crises beginning on day one of treatment with psycho-educational, group and individual counseling sessions. Contractor shall provide weekly relapse education groups to teach the client coping mechanisms to identify and address feelings that may arise prior to a relapse, and to create an individualized relapse prevention plan.
 - c. Continuum of Care
Contractor shall involve client in treatment plans that include a continuity of care plan beginning with the initial assessment focusing on the client's resources, issues, and strengths. The plans shall be evaluated and evolve during the course of the client's engagement with the Contractor. The plans and any modifications shall be documented in the client's file. Contractor shall also document referrals and linkages to other services and providers. Referrals may include, but are not limited to: medical, mental health, legal, dental, educational, vision, housing services and the State Department of Rehabilitation, which assists with financial aid for education and work materials. To ensure continuity of care, the Contractor shall monitor the client's initial contact and follow-up appointments.

B. STRATEGIC DIRECTION 2: SYSTEM-WIDE IMPROVEMENTS

- 1. 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 use a Quality Improvement process to attempt to increase the average length of stay for residential clients with co-occurring disorders by 10% annually.

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 October 30, 2009.
 - c. Contractor shall submit training and technical assistance needs to BHRS no later than October 30, 2009.
 - d. Contractor will report semi-annually 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. Define measure(s) of change (i.e.: rate of “no shows” for intake)
 - c. Collect baseline data (using the above identified measures)
 - d. Identify a change action/activity for implementation
 - e. Develop a timeline for measuring change data and sharing with QI team
 - f. Regularly complete one (1) PDSA change cycles quarterly as part of this contract.
 - g. 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.

Contractor will incorporate client feedback by

- a. Gauging program efficacy using a client discharge interview.
- b. Using a follow-up questionnaire to gather information about the client's employment, education, on-going recovery and involvement with the Contractor. The follow-up questionnaire will be completed at 3 months, 6 months, and 12 months after the client's entry into treatment.
- c. Contractor will report quarterly to BHRS on the status of the client feedback process and outcomes on a semi-annual 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
- f. Working Men's Program

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. 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 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

4. 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. Bay Area Service Network

Contractor will provide a maximum of one hundred eighty (180) days of BASN residential treatment per program participant per year for the term of the Agreement, for clients 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.

a. BASN Residential Alcohol and Drug Treatment Units of Service:

Contractor will provide a total of TWO THOUSAND SIXTY-FOUR (2,654) days of BASN residential alcohol and drug treatment to a minimum of TWELVE (12) BASN program participants annually, per fiscal year, during the term of this agreement.

F. DESCRIPTION OF UNIQUE PROGRAM SERVICES

Project Ninety Outpatient Program

The Project Ninety Outpatient Program is a 90-day program for adults. Clients receive individual and group counseling. Counseling sessions cover a range of topics that include, but are not limited to: addiction, recovery, relapse prevention, self-sufficiency and job seeking, family support, and resolving legal issues. Clients also receive case management services, referrals to ancillary services, and assistance with developing Personal Recovery Plans and Exit Plans.

Project Ninety Day Treatment Program

The Project Ninety Day Treatment Program is based upon the 90-day Project Ninety Residential Program. The Day Treatment Program serves adults at the O'Toole Center and consists of four phases of treatment. Clients attend 5 days a week, from 9:00 am to 4:00 pm. Clients are screened for mental health needs and are referred for additional assessment and services by mental health professionals as needed. The program consists of the following:

- Group counseling sessions 3 days per week
- Individual counseling sessions at least once every other week
- Educational groups 3 days per week
- 12-Step meetings 6 days per week
- Weekly Family Group sessions

- Thursday Night Community Group and Graduation Dinner
- Weekly Image Breakers group
- Weekly Reality Check group

Clients also complete a Personal Recovery Plan and Exit Plan that is reviewed with the client's counselor and may be shared with peers. Clients are also referred to ancillary services as needed, including housing and vocational agencies.

Project Ninety Residential Program

The Project Ninety Residential Program is a 90-day program for adults. Under this agreement, Contractor shall serve only San Mateo County resident adult males. The Residential Program has four phases. Clients spend the first phase at Simmons house for orientation. Phase Two is completed at one of the Centers, and phases three and four are completed at a satellite house near the Center. The length of stay may be increased based upon the client's individual treatment needs. Clients are screened for mental health needs and are referred for additional assessment and services by mental health professionals as needed. The program consists of the following:

- Group counseling sessions 3 days per week
- Individual counseling sessions at least once every other week
- Educational groups 3 days per week
- 12-Step meetings 6 days per week
- Weekly Family Group sessions
- Thursday Night Community Group and Graduation Dinner
- Weekly Image Breakers group
- Weekly Reality Check group

Clients also complete a Personal Recovery Plan and Exit Plan that is reviewed with the client's counselor and may be shared with peers. Clients are also referred to ancillary services as needed, including housing and vocational agencies.

Project Ninety Co-Occurring Disorders Residential Program

The Project Ninety Co-Occurring Disorders Residential Program is a 90-day program for adults with co-occurring substance abuse and mental health disorders. Under this Agreement, Contractor shall serve only San Mateo County resident adult males. The Co-Occurring Disorders Residential Program mirrors the Residential Program. In addition, clients in this program receive additional services through the ACCESS team to San Mateo County Mental Health. Clients reside at Spruce House, which has a staff-to-client ratio of 1:5. The group counseling sessions are one hour long, as opposed to the traditional 1.5 hours, and are modified according to the client's level of functioning. In addition to the treatment services outlined in the Residential Program, clients in the Co-Occurring Disorders Residential Program attend group sessions specific to co-occurring disorders, including:

- Stigma Breaking
- Life Management
- a co-occurring disorders group facilitated by a facilitated psychiatrist specializing in addiction, and
- individual counseling with a licensed therapist, according to the client's individual need.

**EXHIBIT B4 – PAYMENTS AND RATE OF PAYMENTS
PROJECT NINETY, 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, 2009- June 30, 2010

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be served	Slots
NRC Adult – Residential	\$597,573	\$49,798	7470	\$80.00	76	20
County Adult – Residential	\$215,674	\$17,995	2695	\$80.00	33	7
County Adult – Co-Occurring Residential (priority admission to clients referred by Adult Resource Management)	\$152,910	\$12,742	1330	\$115.00	15	4
Strategic Directions 2010 Funding – Choices and Pathways, Residential	\$119,480	\$9,957	1358	\$88.00	16	4
Mental Health Services Act (MHSA) Funding	\$63,636	\$5,303	553	\$115.00	6	2
Treatment Readiness – Adult	\$27,419	\$2,285	721	\$38.00	782	N/A
Treatment Readiness – Adolescent	\$2,489.30	\$207	65	\$38.00	2	N/A
TOTAL	\$1,179,181	\$98,287				

Annual 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	\$1,059,701	\$900,746	85%	\$158,955	15%
Strategic Directions 2010	\$119,480	\$119,480	100%	0	0%
TOTAL Funding	\$1,179,181	\$1,020,226	86.52%	\$158,955	13.48%

July 1, 2010- June 30, 2011

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be served	Slots
NRC Adult – Residential	\$597,573	\$49,798	7470	\$80.00	76	20
County Adult – Residential	\$177,181	\$14,765	2215	\$80.00	23	6
County Adult – Co-Occurring Residential (priority admission to clients referred by Adult Resource Management)	\$152,910	\$12,742	1330	\$115.00	15	4
Strategic Directions 2010 Funding – Choices and Pathways, Residential	\$119,480	\$9,957	1358	\$88.00	16	4
Mental Health Services Act (MHSA) Funding	\$63,636	\$5,303	553	\$115.00	6	2
TOTAL	\$1,110,780	\$92,565				

Annual 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	\$991,300	\$842,605	85%	\$148,695	15%
Strategic Directions 2010	\$119,480	\$119,480	100%	0	0%
TOTAL Funding	\$1,110,780	\$962,085	86.52%	\$148,695	13.48%

(*) 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:

- j. 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.
 - k. 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.
 - l. 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.
 - m. Level III- COD Residential Treatment
\$118.00 per client with co-occurring disorders for each residential treatment day completed within the approved treatment period.
 - n. 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.
 - o. Working Person's Program
\$33.00 per individual for each bed day provided within the approved treatment period for SACPA and SACPA OTP funded sober living environment services. Individuals receiving services under this program are charged a monthly co-payment, assessed on a sliding scale. The maximum co-payment is \$2,300.00 per month.
- 2. CDCI and DCP Grant Funded Services
The fees for CDCI and DCP funded services shall be as follows:
 - a. Outpatient Treatment Services
\$39.00 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
\$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. Aftercare Treatment Services
\$50.00 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
\$11.00 per individual for each bed day provided for CDCI/DCP funded sober living environment services. The individual receiving services will be charged a co-payment of \$330.00 per month. The first month's co-payment will be due on the day of move-in, and each subsequent co-payment will be due on the 1st of each month. Co-payments will be pro-rated if client does not receive services for the entire month.
 - 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 \$35.00 per screen.
3. Ryan White CARE Act Funded Services
- a. Outpatient Treatment Services
\$47.00 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.
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. 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 \$176,295 annually for Residential Treatment Services based on the following rate:

- a. \$66.43 per bed day provided for BASN funded residential alcohol and drug treatment and recovery services.

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.

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

I. CONTRACTOR INFORMATION

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

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on ___ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on ___ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title