

**FIFTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
WOMEN'S RECOVERY ASSOCIATION**

THIS FIFTH AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and WOMEN'S RECOVERY ASSOCIATION, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, on June 16, 2009, the parties hereto under Resolution 070201 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 October 13, 2009, the parties amended the Original Agreement for the first time to incorporate funding in the amount of \$3,000 for a Grant Writer, for a new maximum obligation of \$6,492,426; with no change to the Agreement term of July 1, 2009 through June 30, 2011; and

WHEREAS, on April 13, 2010, the parties amended the Original Agreement for the second time to incorporate Second Chance Act Re-Entry Residential Services, increase the maximum obligation by \$103,445, for a new maximum of \$6,595,871; with no change to the Agreement term; and

WHEREAS, on July 15, 2010, the Chief of the Health System approved a Third Amendment 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 of \$6,571,076, with no change to the Agreement term; and

WHEREAS, on October 15, 2010, the Chief of the Health System approved a Fourth Amendment to add Mental Health Clinic Services, and increase the maximum obligation by \$20,000, for a new maximum of \$6,591,076, with no change to the Agreement term.

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to once again amend the Original Agreement to add Second Chance Act Re-Entry Services to include outpatient and intensive day treatment by \$24,200 and add one time funds of \$62,000 to FY 2010-11 from the sale of "Tracey's Place", to provide Intensive Outpatient Treatment Services, and add funding to the Mental Health Clinic by \$37,380, for a new maximum obligation of \$6,714,656, with no change to the Agreement term.

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

3. Payments

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A5, 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 B5 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 SEVEN HUNDRED FOURTEEN THOUSAND SIX HUNDRED FIFTY-SIX DOLLARS (\$6,714,656).

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 THREE MILLION SEVEN THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS (\$3,007,528), including \$1,432,109 for FY 2009-10, and \$1,575,419 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 SEVEN HUNDRED SEVEN THOUSAND ONE HUNDRED AND TWENTY-EIGHT DOLLARS (\$3,707,128). The maximum aggregate amount for FY 2009-10 is \$1,841,464, and the maximum aggregate amount for FY 2010-11 is \$1,865,664.

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

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

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

For FY 2009-10

1. NINE HUNDRED FIFTY THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$950,863) for SACPA Funded alcohol and drug treatment and prevention services as described in Exhibit A5.

2. THREE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$339,438) for SACPA OTP services as described in Exhibit A5.
3. ONE HUNDRED SIXTY THOUSAND SIX HUNDRED-SEVEN DOLLARS (\$160,607) for SB223 Drug Testing described in Exhibit A5.
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 A5.
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 A5.
6. EIGHTY FIVE THOUSAND DOLLARS (\$85,000) for Ryan White Services as described in Exhibit A5.

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 A5.
 2. THREE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$339,438) for SACPA OTP services as described in Exhibit A5.
 3. ONE HUNDRED SIXTY THOUSAND SIX HUNDRED-SEVEN DOLLARS (\$160,607) for SB223 Drug Testing described in Exhibit A5.
 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 A5.
 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 A5.
 6. EIGHTY FIVE THOUSAND DOLLARS (\$85,000) for Ryan White Services as described in Exhibit A5.
 7. FIFTY SEVEN THOUSAND THREE HUNDRED AND EIGHTY DOLLARS (\$57,380) for Mental Health Clinic Services as described in Exhibit A5.
 8. TWENTY FOUR THOUSAND TWO HUNDRED (\$24,200) for Second Chance Re-Entry Outpatient and Intensive Outpatient Services as described in Exhibit A5.
- 4. Exhibit A** – Description of Services is hereby deleted in its entirety and replaced with Exhibit A5, attached hereto.

5. **Exhibit B** – Rates of Payment and Payments, is hereby deleted in its entirety and replaced with Exhibit B5, attached hereto.

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

1. The Original Flat Rate Agreement between the parties dated June 9, 2009, as further amended by a First Amendment on October 13, 2009, a Second Amendment on April 13, 2010, a Third Amendment on July 15, 2010, a Fourth Amendment on October 15, 2010, and again amended by a Fifth Amendment is further amended as set forth herein.
2. This Fifth 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, by the Second Amendment, by the Third Amendment, and again by the Fourth Amendment; unless expressly deleted, modified, or otherwise superseded in this Fifth Amendment shall continue to be binding on all parties hereto.

This Fifth 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 16, 2009, as amended by a First Amendment on October 13, 2009, by a Second Amendment on April 13, 2010, by a Third Amendment on July 15, 2010, and by a Fourth Amendment on October 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 5th Amendment shall not be effective unless set forth in a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duty 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

Women's Recovery Association

By: _____
Linda Carlson, Executive Director

Date:

**Exhibit A-5 - Description of Services
WOMEN'S RECOVERY ASSOCIATION**

Alcohol and Drug Treatment and Recovery Services

Contractor will provide the following alcohol and drug treatment and mental health services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A5. 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 treatment and mental health services criteria in the specified 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, 2009 – June 30, 2010		
Modality	Individuals Served	Units of Service (UOS) Bed Days (BD)
Second Chance Act Re-Entry Residential	12	1217

Modalities / Priority Populations	Individuals Served	UOS, BD, Staff Available Hours (SAH)
Residential – Adult (Families with young children, Youth, Homeless families and individuals, Adults in the criminal justice system and 1-slot Second Chance Re-Entry)	28	2917
Residential – Perinatal Adult (Families with young children, Homeless families and individuals, Adults in the criminal justice system)*	29	3875
Residential – Perinatal Children (Families with young children, Homeless families and individuals, Adults in the criminal justice system)	11	987
Outpatient – Adult (Families with young children, Homeless families and individuals, Adults in the criminal justice system)	16	166
Intensive Outpatient (Families with young children, Homeless families and individuals, Adults in the criminal justice system)	40	800
Women's Treatment Pilot	20	N/A
Treatment Readiness –Adult(Families w/ young children, Homeless families/individuals, Adults/criminal justice)	218	907
* Specific condition(s): 1-slot will be dedicated to referrals from the Second Chance Re-Entry Program		

Priority Population Funding: UOS Breakdown

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
NRC Non Residential – Flat Rate	166 SAH	141SAH	85%	25 SAH	15%
NRC Perinatal Residential Flat Rate	2228 BD	1894 BD	85%	334 BD	15%
NRC Residential – Women’s Flat Rate	2917 BD	2479 BD	85%	438 BD	15%
County Residential – Children Flat Rate	744 BD	632 BD	85%	112 BD	15%
County Intensive Outpatient – Women’s Flat Rate	880VD	220 VD	85%	660 VD	15%
Strategic Directions 2010 Funding Residential – Families with young children, Second Chance Re-entry	1647 BD	1400 BD	100%	0	0%
Strategic Directions 2010 Women’s Treatment Pilot	20 Clients	20 Clients	100%	0	0%
TOTAL (UOS) (Bed Days Does not include Strategic Directions 2010, below)	5889	5006 BD	85%	883 BD	15%
TOTAL (UOS) (Staff Available Hours)	166	141 SAH	85%	25 SAH	15%
TOTAL (UOS) (Visit Days)	880	220 VD	85%	660 VD	15%
Strategic Directions 2010	1647	1647 BD	100%	0	0%

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

Modalities / Priority Populations	Individuals Served	UOS, BD, SAH
Residential – Adult (Families with young children, Youth, Homeless families and individuals, Adults in the criminal justice system and 1-slot Second Chance Re-Entry)	24	2479
Residential – Perinatal Adult (Families with young children, Homeless families and individuals, Adults in the criminal justice system)*	27	3298
Residential – Perinatal Children (Families with young children, Homeless families and individuals, Adults in the criminal justice system)	11	987
Outpatient – Adult (Families with young children, Homeless families and individuals, Adults in the criminal justice system)	16	176

Intensive Outpatient (Families with young children, Homeless families and individuals, Adults in the criminal justice system)	53	1173
Women's Treatment Pilot	20	N/A
* Specific condition(s) : 1-slot will be dedicated to referrals from the Second Chance Re-Entry Program		

Priority Population Funding: UOS Breakdown

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population on UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
County Non Residential – Flat Rate	210 SAH	178 SAH	85%	32 SAH	15%
NRC Perinatal Residential Flat Rate	2190 BD	1862 BD	85%	328 BD	15%
NRC Residential – Women's Flat Rate	2190 BD	1862 BD	85%	328 BD	15%
County Residential – Children Flat Rate	1460 BD	1241 BD	85%	219 BD	15%
NRC Intensive Outpatient Flat Rate	223 VD	190 VD	85%	33 VD	15%
County Intensive Outpatient – Women's Flat Rate	677 VD	575 VD	85%	102 VD	15%
Strategic Directions 2010 Funding Residential – Families with young children, Second Chance Re-entry	613 BD	613 BD	100%	0	0%
Strategic Directions 2010 Women's Treatment Pilot	20 Clients	20 Clients	100%	0	0%
TOTAL (UOS) (Bed Days Does not include Strategic Directions 2010, below)	5840	4965 BD	85%	876 BD	15%
TOTAL (UOS) (Staff Available Hours)	210	178 SAH	85%	32 SAH	15%
TOTAL (UOS) (Visit Days)	900	765 VD	85%	135 SAH	15%
Strategic Directions 2010	613	613 BD	100%	0 BD	0%

***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.

Contractor will utilize the following Evidence Based Practices:

- a. Dr. Marsha Linehan's *Dialectical Behavioral Therapy (DBT)*

- b. Dr. Lisa Najavits' Seeking Safety: A Treatment Manual for Post-Traumatic Stress Disorder (PTSD) and Substance Abuse
 - c. Dr. Stephen J. Bavolek's Nurturing Parent Programs curriculum.
 - d. Trauma-informed treatment services.
 - e. Drs. William R. Miller and Stephen Rollnick's Motivational Interviewing techniques
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 development, review, and revision of the client's treatment plan. Contractor will use Motivational Enhancement Therapy and the Stages of Change Model in client treatment plans. Treatment plans will be formally reviewed with the client at a minimum of every ninety (90) days, but will be reviewed on an informal basis every other week, or more frequently.
 - b. Crisis Planning

Contractor will develop crisis plans, including relapse plans, with the client. When a crisis occurs, the counselor will link the client to needed ancillary services and will document the services in the case notes.
 - c. Continuum of Care

Contractor will 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 will be evaluated and evolve during the course of the client's engagement with the Contractor. The plans and any modifications will be documented in the client's file. Contractor will also document referrals and linkages to other services and providers.

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's treatment staff will increase competencies with respect to conducting culturally sensitive assessment and referral to identify and address clients' mental health issues and concerns.

- ii. Contractor will provide and/or access staff training and implement culturally appropriate strategies to reduce stigma and improve outcomes for clients with co-occurring mental health and AOD issues by facilitating three (3) specialized groups: Seeking Safety, Food and Feelings and Dialectical behavioral therapy (DBT).
- iii. Additional co-occurring services are medication management and administration and scoring of the Beck Depression Inventory (BDI-II)
- iv. Improve identification of co-occurring clients. Eighty percent of all clients who remain in treatment for at least 30 days will be assessed against DSM-IV criteria for a co-occurring mental illness. The diagnosis (or absence of a DSM-IV mental health diagnosis) will be recorded in WRA's database.
- v. To improve retention of clients with co-occurring diagnosis, fifty percent of clients diagnosed with a co-occurring disorder will complete their primary/acute treatment episode.

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.

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

C. STRATEGIC DIRECTIONS 3: BUILDING CAPACITY

1. Quality Improvement Program

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

- a. Use the Plan-Do-Study-Act (PDSA) rapid change cycle process as at least one component of the organizational quality improvement program. This process improvement initiative must focus on improving client outcomes.
 - b. Defined measure(s) of change (i.e.: rate of “no shows” for intake)
 - c. Baseline data (using the above identified measures) has been collected
 - d. A change action/activity has been identified for implementation
 - e. A timeline for measuring change data and sharing with QI team
 - f. Contractor will regularly complete two (2) PDSA change cycles annually as part of this contract.
 - g. Contractor will report quarterly to 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 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.
3. Contractor will work with Behavioral Health and Recovery Services and other consultants to develop skills and implement infrastructure to maximize Medi-Cal billing and the billing of other private insurance by February 2010.

D. FEE FOR SERVICE

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. The maximum length of stay is set by the specific funding source and an extension beyond a 90 day period may be granted only by written approval from the Alcohol and Other Drug Services (AOD) Administrator, pursuant to a Contractor’s written request outlining and justifying the client’s clinical need.

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

1. SACPA and SACPA OTP Services

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

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

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

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services 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. Day Treatment Services
- c. 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. Intensive Outpatient Treatment Services

II. Description of Unique Program Services

A. ALCOHOL AND DRUG TREATMENT SERVICES AT WRA

WRA is a 90-day treatment program for residential, day outpatient and evening outpatient. Women can extend on a month-to-month basis for up to one year. Extensions are granted when the treatment team decides that an extension is clinically warranted and necessary. Treatment is organized into a range of groups and services, including individual counseling, psycho-educational groups (educational groups that include the whole community and provide information important for women in recovery), process groups, specialized groups, case management and vocational, educational and housing services.

WRA provides services to clients with co-occurring disorders by employing counselors who are registered with the BBS as Marriage Family Therapist – Interns. As part of their employment, we provide clinical supervision and training to each MFT-I. Per the requirements of the BBS, each MFT-I receives one hour of individual and 2 hours of group supervision each week. We contract with a supervisor at \$80 per hour to provide this supervision. In addition, we utilize counselor trainees to co-facilitate groups and take a small caseload. We provide each of them with one hour of individual and three hours of group supervision each week. The Program Director provides the group supervision and we contract with an outside provider at \$80 per hour to provide individual supervision. The Program Director, also schedules multiple trainings each year for the counseling staff and the house operations managers. These include trainings by outside (private) trainers, trainings by BHRS and in-service trainings by program director or other staff.

B. RECOVERY MANAGEMENT PILOT PROGRAM

The Women’s Recovery Association in collaboration with BHRS is offering San Mateo County women a unique one-year program for women who are seeking addiction recovery services. This program is based on the concept that addiction treatment, like the treatment of any other disease, is best managed with primary care during the acute phase, followed by long-term recovery management support and regular check-ups.

The target populations eligible for the Recovery Management Project are women with histories of incarceration, homeless women and women with children under the age of six who are willing to make a commitment to receive services from WRA and to maintain contact with WRA for a period of one year.

Services provided during the one year project may include: residential and/or intensive outpatient substance abuse treatment, individual counseling, case management services, assistance meeting educational goals, assistance with meeting vocational goals, assistance with housing needs, aftercare groups, recovery case management, telephone counseling and supportive check-ups for one year. Additionally, there will be Addiction Severity Index (ASI) follow-up surveys to measure client change across each of the ASI domains with monetary incentives

C. PATHWAYS PROGRAM

Contractor shall provide women’s residential alcohol and drug treatment services/beds and/or perinatal residential alcohol and drug treatment services/beds on an as-available and as-needed basis in accordance to the instructions below. Referrals for the use of beds must come through Mental Health Services Deputy Director or designee. In addition to the AOD Policy and Procedure Manual contractor will provide the following:

1. Residential and Perinatal Alcohol and Drug Treatment Services

Contractor shall provide the following services which are part of Contractor’s basic women’s residential alcohol and drug treatment program:

- a. Refer all appropriate unemployed program participants to the Department of Rehabilitation for assessment, job training, and placement;
- b. Review all medical needs of program participants and make appropriate referrals as required;
- c. Provide aftercare services upon completion of Contractor’s residential alcohol and drug treatment program. Such aftercare services shall include development of an aftercare plan with each program participant prior to the final phase of the treatment program; and

2. Transitional Living
Contractor shall operate a transitional living program at a minimum of the following guidelines:
 - a. Treatment is not provided at Juniper House, but resident lodgers are required to engage in counseling with an experienced drug and alcohol counselor; seek mental health services and take medications as prescribed; attend aftercare or continuing care support groups as recommended and actively follow and update a continuing care / relapse prevention plan.
 - b. Lodgers are encouraged to attend 12 step meetings daily for the first ninety days and three times per week thereafter; and work the 12 steps of recovery under the direction of a sponsor.
 - c. All lodgers are expected to actively engage an activity of at least 20 hours per week, which could be school, employment, or volunteer work.
3. Intensive Outpatient Services Alcohol and Drug Treatment Services
 - a. Contractor shall provide three (3) hours a day of intensive nonresidential alcohol and drug treatment services. Such services shall be provided for clients three (3) to five (5) days per week as referred by the Mental Health Services Deputy Director or designee.
 - b. Contractor shall provide the following services which are part of Contractor's basic women's intensive nonresidential alcohol and drug treatment program:
 - i. Case coordination and referrals with other San Mateo County providers as necessary;
 - ii. Collateral services will be provided to family member including education on substance abuse behavior and lifestyle, along with educational meetings on how to give support to the family member in treatment;
 - iii. Opportunities will be provided for participants to engage in community involvement activities, encouraging them to be active in their community and in society. These activities may include community service;
 - iv. Aftercare services upon completion of Contractor's intensive nonresidential alcohol and drug treatment program. Such aftercare services shall include development of an aftercare plan with each program participant prior to the final phase of the treatment program.
4. Nonresidential Alcohol and Drug Treatment Services (Outpatient Services)
For each client referred to Contractor's nonresidential alcohol and drug treatment services Contractor shall provide:
 - a. Recovery-oriented group counseling. Program topics will include addiction and recovery, parenting skills, health issues, the twelve-step model of recovery, family dynamics, self-esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, and ongoing educational workshops; and
 - b. Two (2) hours of relapse prevention each month including ongoing program activities, group and individual support, education, and ongoing links to community services.
5. Contractor's representative shall participate three (3) hours a week in the Pathways for Women program meetings at a time and location determined by the County.
6. County staff will develop and maintain mental health client treatment plans, provide case management and medication support services, and work with Contractor to coordinate client transportation needs.

D. FLAT RATE SERVICES – SECOND CHANCE RE-ENTRY 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 1217 days of residential alcohol and drug treatment and recovery services to a minimum of 12 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.
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.

E. RECONCILIATION OF RENDERED PAYMENTS IN FY 2008-09 AND SERVICES PROVIDED IN FY 09-10

Contractor shall provide treatment readiness to clients in order to reconcile underutilization of services during FY 2008-09

1. Fiscal Year 2008-09 Women's Recovery Association underutilized County Adult Residential funding by SEVENTY SEVEN THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS (\$77,984).
Contractor will reconcile payments received in 2008-09 by providing 907 Staff available hours (SAH) in treatment readiness during Fiscal Year 2009-10.
2. Reconciliation of services for FY 2008-09 underutilized funds is detailed on page 16.
3. Reconciliation of services will be provided during FY 2009-10 and will be completed by June 30, 2010.

F. MENTAL HEALTH CLINIC

SERVICES TO BEGIN FY 10-11, OCTOBER 15, 2010

Contractor will provide the following mental health services in accordance with the requirements of the BHRS Documentation Manual including additions and revisions, incorporated by reference herein. All services will be documented using Medi-Cal documentation rules.

1. Description of Program Services

Mental Health gender specific co-occurring services will be provided by Women's Recovery Association (WRA) Mental Health Clinic. WRA provides trauma informed co-occurring services for clients with Mental Health and Substance Abuse conditions. Expected complex conditions of clients referred for treatment: severe emotional disorders, history of trauma, domestic violence, substance abuse, unstable housing employment issues, treatment compliance issues, and medical issues.

Contractor will give priority admission to individuals who are referred by BHRS. The length of treatment may vary according to the specific need of each program participant however the services will typically last at least twelve (12) weeks. Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County to individuals meeting eligibility criteria for Mental Health services.

2. Description of Mental Health Services

Contractor will make services available a minimum of four (4) days per week. Mental health services including, but not limited to group services will be provided during Monday through Thursday. Clients may also attend psycho educational groups that address their substance use disorders. Groups with a primary focus on substance use will not be billed to Short Doyle Medi-Cal. Other mental health services and case management brokerage will be made available as needed.

Contractor will provide the following outpatient treatment services for program participants with co-occurring disorders, determined by medical need.

Intake and assessment, plan development, rehabilitation, group rehabilitation, therapy, group therapy, family therapy and collateral services:

a. Assessment:

This will be used to document the clinical analysis of the client's current mental, emotional or behavioral condition. The assessment is designed to provide a current, accurate, functional diagnosis which will be utilized to develop a comprehensive interactive treatment plan with appropriate goals and interventions.

b. Plan Development:

This refers to development of strength based plans with the client and monitored throughout the clients treatment. The client will be involved in the setting of goals and subsequent review of their progress.

c. Individual Therapy:

Interventions will be included which primarily focus on symptom reduction as a means to improve functional capabilities and support client goal achievement. All therapeutic interventions will be strength –based, holistic, trauma informed and culturally sensitive.

d. Group Therapy:

These therapeutic interventions are offered to more than one client in a group setting. These groups may include but are not limited to: psychosocial rehabilitation, therapy, and symptom reduction.

e. Collateral Services:

This service provides contact with any significant support person in the client's life. This may include, but is not limited to family members and others identified by the client. All contacts will focus on the client's issues and needs. Collateral services include helping the significant support persons to understand and accept the client's condition and involve them in the service planning and implementation of the service plan.

f. Family Therapy:

This service may be used when a client and one or more family members are present. The focus of this therapy is on the care and management of the client's mental health symptoms within the family dynamic.

g. Rehabilitation Services:

This service may be delivered by any clinical staff member to a client and/or the client's family, or to a group of clients. Rehabilitation services include assistance in improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and/ or medication compliance. It also includes counseling of the client and/ or client's family including psychosocial education aimed at helping achieve the client's goals, and includes monitoring of medication compliance by non-medical staff.

h. Crisis Intervention:

When medically necessary, these services will be provided to or on behalf of a client. Such services are for conditions that, if left untreated present an imminent threat to the client or others. Crisis intervention is a service lasting less than twenty-four (24) hours. These services may include but are not limited to: assessment, collateral and therapy to address the **immediate** crisis.

i. Targeted Case Management:

Service activities focus on client needs and strengths and assist a client to access needed medical, educational, social, prevocational, and rehabilitative or other needed community services. Case Management services may include but are not limited to the following:

1. Linkage and Coordination: Identification and pursuit of resources through interagency collaboration, monitoring of service delivery, and brokering necessary services.
2. Placement services supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements including but not limited to locating and securing an appropriate living environment, locating and securing funding, pre-placement visit(s), placement and placement follow-up, accessing services necessary to secure placement.

3. Mental Health Clinic Administrative Requirements

- A. Paragraph 13 of the Agreement and Paragraph T.4. of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
- B. Administering Satisfaction Surveys
Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.
- C. Cultural Competency
1. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.
 2. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.
 3. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.
- D. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS AOD Director within 10 business days of Contractor's receipt of any such licensing report.
- E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the Documentation Manual (as defined in Paragraph I.B. of this Exhibit A).
- F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

G. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

H. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

I. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

J. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

K. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

L. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

M. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. These documents are available at www.sanmateo.networkofcare.org/mh by following the links: "For Providers" to "Service Provider Forms and Documents." In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

**EXHIBIT B5 – PAYMENTS AND RATE OF PAYMENTS
WOMEN’S RECOVERY ASSOCIATION**

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	# of clients to be served	Slots
Second Chance Act Re-Entry Residential	\$103,445	\$6,465	1217	\$85.00	12	2.5

July 1, 2009-June 30, 2010

Services	Funding Amount	Monthly Amount	Units of Service per Fiscal Year BD, VD or SAH	Rate	# of clients to be served	Slots
NRC Non Residential – Flat Rate	\$14,047	\$1,171	166	\$84.62	16	4
NRC Perinatal Residential Flat Rate	\$227,288	\$18,941	2228	\$102.00	17	
NRC Residential – Women’s Flat Rate	\$255,360	\$21,280	2917	\$87.54	28	
County – Residential – Children Flat Rate	\$100,713	\$8,393	987	\$102.00	11	3
County – Intensive Outpatient – Flat Rate	\$140,780	\$11,732	880	\$160.00	40	8

Strategic Directions 2010 Funding Residential – Families with young children- 1-slot Second Chance Re-entry	\$167,994	\$13,999	1647	\$102.00	11-with families 1-Second Chance	5-with families 1- Second Chance Re- Entry
Strategic Directions 2010 Women's Treatment Pilot	\$300,00	\$25,000	N/A	N/A	20	10
MHSA Co-Occurring Disorders	\$52,066	\$4,338.83	N/A	N/A	0	0
County Funded Treatment Readiness(**)	\$77,984	0	907	\$86.00	218	38
TOTAL	\$1,258,249 (* (**)	\$104,855				

(*) This amount does not include \$145,000 for Pathway Program and \$3000 for the Grant Writer.

(**) Treatment Readiness is a service provided in FY 09-10, payment was rendered in FY 2008-09, not to be included in total.

Summary of Funding for Priority Population

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionar y Funding	Allowable Discretionary %
Annual Flat Rate	\$790,254.5	\$671,716	85%	\$118,539	15%
Strategic Directions 2010	\$467,994.5	\$467,994	100%	0	0%
TOTAL Funding	\$1,258,249	\$1,139,710	90.1%	\$118,539	9.9%

Women's Recovery Association Mental Health Clinic October 15, 2010 – June 30, 2011

Service and funding	Funding Amount	Monthly Amount			
Short Doyle Medical (Federal Medical Assistance Percentages FMAP)	\$57,380*	\$7,172.50*		**	

*- Contractor to be paid a monthly amount of \$7,172.50 until funding amount is depleted. Funding amount not to exceed \$57,380.

** - Cost Reconciliation will be based upon State Maximum Allowance (SMA) rates, as established by the State Department of Mental Health, for FY 2010-11. Rates are per staff minute and are set in accordance with the SMA rates incorporated by reference herein.

***FMAP is based upon Secretary of Health and Human Services published percentage, incorporated herein by reference.

**Women's Recovery Association Mental Health Clinic
July 1, 2010 – June 30, 2011**

Services and Funding	Funding Amount	Monthly Amount	Units of Service	Rate	#Clients to be served	Slots
San Mateo County Match Funds for Short Doyle Medi-Cal	\$46,947	\$3912.25		*		
San Mateo County Funds for Room and Board for Short Doyle Medi-Cal Clients	\$71,175	\$5931.25	949 BD	\$75.00	10	3
MHSA Co-Occurring Disorders Funds for Room and Board for Short-Doyle Medical Clients	\$52,066	\$4338.83	694 BD	\$75.00	7	2
TOTAL (includes FMAP)	\$227,568	\$21,354.83				

*- Rates are per staff minute and are set in accordance with the State Maximum Allowance (SMA) rates, as established by the State Department of Mental Health, incorporated by reference herein.

July 1, 2010-June30, 2011

Services	Funding Amount	Monthly Amount	Units of Service per Fiscal Year BD, VD or SAH	Rate	# of clients to be served	Slots
County Non Residential Flat Rate**\$16,816	\$16,816	\$1,401	210	\$80.00	16	4
NRC Perinatal Residential Flat Rate	\$262,800	\$21,900	2190	\$120.00	18	6
NRC Residential – Women's Flat Rate	\$225,570	\$18,798	2190	\$103.00	27	6
County – Residential – Children Flat Rate	\$148,920	\$12,410	1460	\$102.00	15	4
NRC – Intensive Outpatient – Flat Rate	\$26,805	\$2,234	223	\$120.00	7.5	1.5
County – Intensive Outpatient – Flat Rate**\$45,184	\$81,195	\$6,766	677	\$120.00	22.5	4.5
Strategic Directions 2010 Funding Residential – Families with young children- 1-slot Second Chance Re-entry	\$63,160	\$5,263	613	\$103.00	6	1.68
Strategic Directions 2010 Women's Treatment Pilot	\$300,000	\$25,000	N/A	N/A	20	10
TOTAL	\$1,125,266 (*)(**)	\$93,772				

(*) This amount does not include \$145,000 for Pathway Program.

(**) One time funds of \$62,000 dollars have been added to FY 10-11 from the sale of Tracey's place to provide non-residential and intensive outpatient treatment services.

Summary of Funding for Priority Population

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$762,106	\$647,790	85%	\$114,316	15%
Strategic Directions 2010	\$363,160	\$363,160	100%	0	0%
TOTAL Funding	\$1,125,266	\$1,010,950	89%	\$114,316	11%

(*) 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. Level III Residential Treatment

- \$80.00 per individual for each bed day provided within the approved treatment period for SACPA and SACPA OTP funded residential alcohol and drug treatment and recovery services, including food, shelter and other basic needs.
- d. Level III- COD Residential Treatment
\$118.00 per client with co-occurring disorders for each residential treatment day completed within the approved treatment period.
 - e. SB223 Drug Testing
The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan
Total cost reimbursed, including the administrative fee, will not exceed \$30.00 per screen.
2. CDCI and DCP Grant Funded Services
The fees for CDCI and DCP funded services shall be as follows:
- a. Outpatient Treatment Services
\$37.00 per individual for each one (1) hour individual and/or group counseling session provided for CDCI/DCP funded outpatient alcohol and drug treatment and recovery services.
 - b. Day Treatment Services \$88.00 per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.
 - c. Residential Treatment Services
\$85.00 per individual for each bed day provided for CDCI/DCP funded residential alcohol and drug treatment and recovery services.
 - d. Aftercare Treatment Services \$37.00 per individual for each one (1) hour group counseling session provided for CDCI/DCP funded aftercare alcohol and drug treatment and recovery services.
 - e. Sober Living Environment Services
\$22.00 per bed day provided for CDCI/DCP funded sober living environment services. 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 \$30.00 per screen.
3. Ryan White CARE Act Funded Services
- a. Outpatient Treatment Services
\$37.00 per individual for each one (1) hour individual and/or group counseling session provided for Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services.
 - b. Day Treatment Services
\$88.00 per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.
 - c. Residential Treatment Services
\$85.00 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. Pathways Program

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 Pathways Program services provided by Contractor, County shall allocate contractor a maximum of \$290,000 for the Pathways Program for the term of the Agreement. \$145,000 for FY 2009-10, and \$145,000 FY 2010-11.

Maximum amounts for specific services rendered by Contractor shall be as follows:

- \$8,000 for Outpatient Treatment Services;
- \$14,000 for Intensive Outpatient Treatment Services;
- \$99,000 for Residential Treatment Services; and
- \$18,000 for Sober Living Environment (SLE) Services.
- \$6,000 to Subsidize Perinatal Treatment

Payment Rates for specific services by Contractor shall be as follows:

- a. \$38.70 per direct staff hour for Pathway Program funded outpatient alcohol and drug treatment and recovery services.
- b. \$116.00 per individual for each visit day provided for Pathway Program funded alcohol and drug day treatment and recovery services.
- c. \$135.00 per bed day provided for Pathway Program funded residential alcohol and drug treatment and recovery services.
- d. \$22.00 per bed day provided for Pathway Program funded services Sober Living Environment (SLE) alcohol and drug treatment and recovery services.
\$30.00 per bed day to subsidize residential perinatal residential services

D. FLAT RATE SECOND CHANCE RE-ENTRY RESIDENTIAL SERVICES

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

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

E. MENTAL HEALTH CLINIC

All Short-Doyle MediCal rates are based on the State Maximum Allowance (SMA), as established by the California Department of Mental Health. In the event of a decrease in the SMA for services provided pursuant to this Agreement, Contractor agrees to either accept rate(s) not to exceed the SMA or to discontinue provision of these services as of the effective date for the new rate(s). Cost Reconciliation will be based upon State Maximum Allowance (SMA) rates, as established by the State Department of Mental Health, for FY 2010-11. It is agreed the rate(s) will be changed to the SMA. In no event shall the compensation rate(s) for services under this Agreement exceed the SMA.

The Federal Medical Assistance Percentage medical reimbursable services (FMAP) is used in determining the amount of Federal Financial Participation funds. The Social Security Act requires the Secretary of Health and Human Services to calculate and publish the FMAP each year. Services will be reimbursed in accordance with the current published FMAP incorporated by reference herein.

1. Maximum Federal Financial Participation revenue is FIFTY SEVEN THOUSAND THREE HUNDRED AND EIGHTY DOLLARS (\$57,380). If contractor does not meet target revenues, BHRS Mental Health funds may be held until target is met.
2. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
3. In the event this Agreement is terminated prior to June 30, 2011, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or the Chief's designee.

F. Monthly Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service.
2. The summary ("Summary") shall include data on caseload, units of service, type of housing provided, vacancy rate, and other evaluative information as requested by County. Such Summary will accompany the invoice described above. The Summary shall become incorporated into an annual fiscal year end report.
3. In addition Contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or

- b. County approved form(s) or electronic format which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided and duration of service (days/hour/minute format).

4. County reserves the right to change the Service Report Forms, Summary, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

G. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or the Chief's designee.

H. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

I. COUNTY MAY WITHHOLD PAYMENT

The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

J. COST REPORT AND COST RECONCILIATION

- 1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
- 2. Cost Reconciliation - If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible clients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or the Director's designee.

3. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible clients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible clients during the reporting period and shall not exceed the total amount in Paragraph E-1 of this Exhibit B.

J. ELECTION OF THIRD PARTY BILLING PROCESS

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph M of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.
- b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph M of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

K. BENEFICIARY BILLING

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

L. CLAIMS CERTIFICATION AND PROGRAM INTEGRITY

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 20____

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph IV.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

L. 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.

M. AUTHORIZATION TO AMEND AGREEMENT

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

**COUNTY OF SAN MATEO
WOMEN'S RECOVERY ASSOCIATION**

I. CONTRACTOR INFORMATION

Contractor Name:	Women's Recovery Association	Phone:	(650) 348-6603
Contact Person:	Linda Carlson, Executive Director	Fax:	(650) 348-0615
Address:	1450 Chapin Ave 1 st Floor Burlingame, CA 94010		

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