

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
EL CENTRO DE LIBERTAD**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EL CENTRO DE LIBERTAD, hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, the parties entered into an agreement, (the "Original Agreement"), for the furnishing of alcohol and drug services on June 16, 2009 for a maximum obligation of \$4,949,818; and

WHEREAS, on September 28, 2010, the parties amended the Original Agreement to reconcile current services with funds paid during FY 2008-09, change MHSA funded program service description, and decrease funds available for FY 2010-11 by the amount of \$17, 456, for a new maximum obligation of \$4,932,362, and to increase Second Chance Act Re-Entry Services to include outpatient and intensive day treatment services, increasing the maximum obligation by \$24,200 for a new maximum obligation of \$4,956,562, and no change to the term, July 1, 2009 through June 30, 2011; and

WHEREAS, the parties wish to amend the Agreement for the second time to award \$40,000 in funding for the Seeking Safety Program, increasing the maximum obligation to \$4,996,562. There is no change to the term, July 1, 2009 through June 30, 2011.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Paragraph 3. Payments is hereby amended to read as follows:

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

The total fiscal obligation under this Agreement shall not exceed FOUR MILLION NINE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS (\$4,996,562).

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 among all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed ONE MILLION TWO HUNDRED EIGHTY-NINE THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS (\$1,289,434), including \$633,445, for FY 2009-10, and \$655,989 for FY 2010-11.

2. Exhibit A1 – Description of Services is hereby deleted in its entirety and replaced with Exhibit A2, attached hereto.
- 3 Exhibit B1 – Rates of Payment and Payments, is hereby deleted in its entirety and replaced with Exhibit B2, attached hereto.
4. All other terms and conditions of the Original Agreement between the County and Contractor shall remain in full force and effect.

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

EL CENTRO DE LIBERTAD

By: \_\_\_\_\_  
Contractor's Signature

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

EXHIBIT A2 - SERVICES  
EL CENTRO DE LIBERTAD  
FY 2009-11

ALCOHOL AND DRUG TREATMENT AND PREVENTION SERVICES

Contractor will provide the following alcohol and drug treatment and prevention services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A2. Contractor will give priority admission to San Mateo County residents and who are referred by County Behavioral Health and Recovery Services (BHRS) and Alcohol and Drug Services (AOD). Contractor will provide the following services to clients, who meet Alcohol and Drug Services (AOD) treatment and recovery and prevention services criteria in the following priority populations and service modalities. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

I. ALCOHOL AND DRUG PREVENTION SERVICES

A. Community-based Partnership

1. Coastside/Half Moon Bay services will be provided. Contractor will be the lead/fiscal agency for a community based partnership for prevention and other Drug related problems on the central coast community of Half Moon Bay.
2. Contractor will develop and implement the activities and achieve the objectives described in the approved Implementation Project Work Plan in collaboration with the Community-based Partnership.
3. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual, including additions and revisions, which is incorporated by reference herein.
4. "Seeking Safety" for Transition Age Youth (TAY)

Seeking Safety is an approach to help people attain safety from trauma/PTSD (Post Traumatic Stress Disorder) and substance abuse. Seeking Safety is a manualized intervention (also available in Spanish), providing both client handouts and guidance for clinicians. Services are conducted in a group and/or individual format; with diverse populations; for women, men, and mixed-gender groups; utilizes up to twenty-five (25) topics included in the model that may be conducted in any order and according to

assessed need; in a variety of settings; and for both PTSD and substance abuse/dependence. It may also been used with people who have a trauma history, but do not meet criteria for PTSD.

The key principles of Seeking Safety are:

- a. Safety as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions);
- b. Integrated treatment (working on both PTSD and substance abuse at the same time);
- c. A focus on ideals to counteract the loss of ideals in both PTSD and substance abuse
- d. Four content areas: cognitive, behavioral, interpersonal, case management
- e. Attention to clinician processes (helping clinicians work on counter-transference, self-care, and other issues)
- f. Collaboration with all systems of care staff involved with the youth and family (e.g., Behavioral Health and Recovery Services, Health Insurance, Child Welfare, Juvenile Justice, and/or Education).
- g. Coordination with primary care physician.
- h. Facilitate access for parents in need of mental health or substance abuse support to services, interfacing with adult mental health or alcohol and other drug services when family members meet mental health and/or alcohol and other drug criteria or referring them to primary care or community resources.
- i. These services will be targeted toward Transition Age Youth through their contacts with community based organizations.

#### Population to be Served

The program will be open to all at-risk youth being served in the community based sites selected as locations of service. However, it is targeted to Asian/Pacific Islander, Latino and African American youth who experience or have experienced trauma.

#### B. Administrative and Reporting Requirements

1. Maintain documentation of all activities implemented in accordance with the Project Work Plan and the California Outcomes Measurement Service for Prevention (CalOMS Pv) reporting requirements. Make such documentation available to the AOD Program Analyst and Community Partners.
2. Enter data documenting the Community-Partnership's implementation activities into the California Department of Alcohol and Drug Programs' web-based CalOMS data system on a weekly basis-as services occur.
3. Work collaboratively with AOD staff and Community Partners to meet the objectives of the project work plan, achieve projected outcomes and accomplish related data collection, reporting, evaluation and quality improvement tasks.
4. The approved Implementation Work Plan and budget are hereby incorporated by reference. The Implementation Work Plan is an evolving and developing document. Any changes to the work plan and/or budget may be negotiated collaboratively and are subject to approval by the AOD administrator or designee.
5. Include the County AOD Program Analyst in the regular meetings of the Community-based Partnership during the implementation phase to provide technical assistance consultation and monitor progress according to the work plan deliverables.
6. Participate in AOD-sponsored training, networking and technical assistance opportunities designed to support community-partnership assessment, capacity building, planning, implementation, evaluation and sustainability.
7. Report hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time for each program year. Annual hours of staff availability are determined based on the formula 1 FTE = 1,787 hours of staff availability.
8. Maintain documentation on Seeking Safety client participation and success.

## II. 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)
County Adolescent Outpatient	32	1044
NRC Adult Outpatient	192	5149
NRC Funded adolescent Outpatient	40	1289
Strategic Directions 2010	52	1392

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

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Strategic Directions 2010	52	1392

Priority Population Funding: UOS Breakdown July 1, 2009- June 30, 2010

Funding Type	Total Units of Service	Priority Population	Priority Population on UOS %	Allowable Discretionary	Allowable Discretionary
	(UOS)	UOS		UOS	UOS %
County Adolescent Outpatient	1044	887	85%	157	15%
NRC Adult Outpatient	5149	4377	85%	772	15%
NRC funded Adolescent Outpatient	1289	1096	85%	193	15%
Strategic Directions 2010	1727	1727	100%	n/a	n/a
TOTAL (UOS) (SAH)	9209	8087	85%	1122	15%

Priority Population Funding: UOS Breakdown July 1, 2010- June 30, 2011

Funding Type	Total Units of Service	Priority Population	Priority Population on UOS %	Allowable Discretionary	Allowable Discretionary
	(UOS)	UOS		UOS	UOS %
County Adolescent Outpatient	1044	887	85%	157	15%
NRC Adult Outpatient	5149	4377	85%	772	15%
NRC funded Adolescent Outpatient	1289	1096	85%	193	15%
Strategic Directions 2010	1392	1392	100%	n/a	n/a
TOTAL (UOS) (SAH)	8874	7752	85%	1122	15%

2. Best Practices

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

- a. Maintain strong collaborative partnership linkages with the Redwood City and Half Moon Bay communities.
- b. Continue to improve service accessibility through a more welcoming approach in service delivery which includes working with clients and doctors around pain management.
- c. Continue to provide client centered services by providing Motivational Enhancement Therapy and Cognitive Behavioral Therapy.



- d. Agency will:
  - i. Begin implementation of parent education component using the Leman Matrix Model for active parenting.
  - ii. Incorporate a program component to service veterans returning from war.
  - iii. Implement and evaluate Seeking Safety program:
    - 1). Tracking logs and use of tools will be part of the contractual responsibilities of the agency(ies) delivering services.
    - 2). BHRS will work with agency representatives early in the planning process to develop the evaluation plan. This group will be responsible for final selection of the tools to be used, the key elements of the tracking logs, and the timetable for submission of documentation, at the County's discretion.

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 a treatment plan that includes continuity of care plan beginning with an initial assessment focusing on the clients identified needs.

An agency counselor is assigned to the client to review every aspect of the "treatment plan". The plan is completed within the first three days the client is in treatment. Both the counselor and the client sign the treatment plan, which is re-evaluated every 90 days by a licensed LSW.

The plan and any necessary modifications will be documented in the client's file. The contractor will also document ancillary services, referrals, and linkages to other services and providers.

b. Crisis Planning

Both the Agency counselor and the client will develop a plan immediately when the client is in crisis. The plan will integrate the client's immediate needs and address the issues that contributed to the crisis.

During the term of the contract, Contractor will enroll/provide counselors and office staff into further training regarding suicide risks. Contractor will also continue developing crisis planning protocols within its agency.

c. Continuum of Care

Contractor will involve consumers in a treatment plan that includes continuity of care. The plan will begin with the initial assessment, focusing on the client's resources, issues and strengths. The contractor will continue to make referrals to other County contracted agencies when the client's needs are greater than the provider's services. The client plan shall be evaluated and adjusted as necessary during the course of the client's engagement with the contractor. The plan and modifications to the plan will be documented in the client's file. In addition, Contractor will also document referrals and linkages to other services and providers.

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

**Co-occurring Disorders**

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

## Alcohol and Drug Services.

Contractor will provide the following County-funded services:

1. State-certified counselors, experienced with co-occurring disorders.
2. Train (8) staff in AOD and mental health issues in order to provide case management to Co-occurring clients.
3. Provide four hundred eighty four (484) staff available hours.
4. Serve seventeen (17) outpatient clients with an additional one half-hour (.5) of case management per week.
5. Contractor shall meet the needs of the clients by working collaboratively with the County Mental Health staff.
6. Although direct client services are not provided under this contract, it is expected that dual diagnosis clients will receive the following services under alternate funding sources:
  - a. Individual therapy
  - b. Group counseling
  - c. Primary case management
  - d. Treatment planning consultation
  - e. Ancillary supportive services
  - f. Random urine and drug screens for all program participants
  - g. Additional services as needed
7. Contractor will define co-occurring as it pertains to their agency and track how many co-occurring clients are admitted during the contracted period.
8. Contractor will provide maintain the client standards set forth in the Original NRC/County Flat Rate Agreement.
9. Contractor will provide quarterly reports delineating progress on the implementation of these goals.

## 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 program 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. BHRIS requires all contractors to:

- a. Use the Plan-Do-Study-Act (PDSA) rapid change cycle process as at least on component of the organizational quality improvement program. This process improvement initiative must focus on improving client outcomes.
- b. Defined measure(s) of change (i.e.: rate of “no shows” for intake)
- c. Baseline data (using the above identified measures) has been collected
- d. A change action/activity has been identified for implementation
- e. A timeline for measuring change data and sharing with QI team
- f. Contractor will regularly complete four (4) PDSA change cycles annually (one (1) quarterly) as part of this contract.
- g. Contractor will report quarterly to BHRIS on the status of the PDSA process.

2. Client Feedback Required

- a. Contractor will incorporate client feedback by the use of surveys, in Spanish and English as required by group participants. The surveys are to be collected and reviewed once a month by the Contractor’s Consumer Advisory Committee. This committee shall incorporate Agency’s staff members and current Agency client’s.
- b. The committee reviews the surveys and highlights areas

identified for improvement, and/or areas where agency staff has excelled.

- 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 in partnership with AOD to study the viability of billing of:
    - a. Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to Minor Consent Medi-Cal.
    - b. Contractor will work in partnership with AOD assess the viability of developing a comprehensive Day Treatment modality. Contractor will document all capacity building efforts with a full continuum approach.

#### 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. SB223 drug testing
2. Comprehensive Drug Court Implementations (CDCI) Grant and Drug Court Partnership (DCP) Grant funded Services

In accordance with the AOD Policy and Procedure Manual,

Contractor will provide the following alcohol and drug treatment and recovery services to clients who have been referred by the San Mateo County Drug Court Team(s):

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

3. Ryan White CARE Act Funded Services

In accordance with the AOD Policy and Procedure Manual, contractor will provide outpatient 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.

4. Second Chance Act Re-Entry Services

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

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 Services Network (BASN)

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

herein.

2. Outpatient Alcohol and Drug Treatment Units of Service

Contractor will provide a maximum of one hundred eighty (180) days of the following BASN outpatient alcohol and drug treatment services per program participant, per year for individuals referred to the BASN outpatient program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.

- a. Admit to Contractor's BASN outpatient alcohol and drug treatment program a minimum of one (1) program participant annually for the term of this agreement.
- b. Provide one hundred forty-two (142) hours dedicated to BASN outpatient services to the BASN participants annually for the term of this agreement.

F. DESCRIPTION OF UNIQUE PROGRAM SERVICES

Contractor provides outpatient services for both Adults and Adolescents. Each client is provided with a primary counselor. The services provided under each program are as follows:

Adult Outpatient

Groups meet once a week and are based on the 12 step model. Contractor also offers weekend groups (Saturdays) for clients that cannot attend Monday through Friday. The curriculums used in the groups are Cognitive Behavioral Therapy, and Motivational Enhancement Therapy. Other components in the Adult program include family education, domestic violence, and anger management. Outpatient groups for co-occurring clients are gender specific.

Adolescent Outpatient

Contractor provides gender specific groups in order to nurture safety and comfort between adolescent clients. Groups are based on the 12 step model. Clients are referred into the program through the Contractors close relationship with the High and Junior high school, and through juvenile drug court. Components of the adolescent services include anger management, parent education and youth ancillary services. The Parent education groups are offered in Spanish for clients who are monolingual Spanish, or whose parent is monolingual Spanish.

## Transitional Age Youth (TAY)

Contractor will implement Seeking Safety Curriculum. This consists of 25 topics that can be conducted in any order based on the client's need.

Topics associated with Seeking Safety are: Introduction/Case Management, Safety, PTSD: Taking Back Your Power, When Substances Control You, Honesty, Asking for Help, Setting Boundaries in Relationships, Getting Others to Support Your Recovery, Health Relationships, Community Resources, Compassion, Creating Meaning, Discovery, Integrating the Split Self, Recovery Thinking, Taking Good Care of Yourself, Commitment, Respecting Your Time, Coping with Triggers, Self-nurturing, Red and Green Flags, Detaching from Emotional Pain (Grounding), Life Choices and termination.

## G. NON-REIMBURSABLE SERVICES

### Deferred Entry of Judgment (DEJ)

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

## H. ADMINISTRATIVE REQUIREMENTS

### Seeking Safety Program

1. Contractor shall administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.
2. Cultural Competency
  - a. All program staff shall receive at least one (1) in-service trainings 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.
  - b. 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.
  - c. Contractor shall use good faith efforts to hire clinical staff



members who can communicate with clients in a culturally and linguistically appropriate manner. In the third (3<sup>rd</sup>) quarter of the contract year, and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

3. Developmental Assets

Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals

4. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Children and Youth Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.
5. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
6. 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](http://www.Exclusions.OIG.HHS.Gov).
7. 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](http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp).

8. Advance Directives

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

9. Beneficiary Rights

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

10. 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.

11. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Mental Health Services Compliance Plan and Code of Conduct. 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.

12. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

13. Paragraph 13 of the Agreement and Paragraph I.B.11.d. 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 (18<sup>th</sup>) birthday, or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

#### 14. Fingerprinting Certification

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment J.

#### I. GOALS AND OBJECTIVES – SEEKING SAFETY

Goal: To see a reduction in co-occurring substance abuse and PTSD and/or trauma-related symptoms in high risk transitional age youth who participate in Seeking Safety groups in a variety of community settings.

Objective 1: To provide at least forty-eight (48) Seeking Safety groups during FY 2010-11 at a variety of community sites.

Objective 2: To provide screening for substance abuse and trauma prior to group participation and upon group completion.

Goal: To increase positive social functioning and use of effective coping skills.

Objective 1: A decrease in utilization of psychiatric emergency services (PES) by 50% by the transitional age youth who participates in Seeking Safety groups 6 months after completion of the group as compared to the 6-month period prior to group enrollment.

Objective 2: An increase in pro-social activities such as school, work, volunteering, attending the TAY drop-in center, spending time with family and other community activities.

EXHIBIT B2 – PAYMENTS AND RATE OF PAYMENTS  
EL CENTRO DE LIBERTAD  
FY 2009-11

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

I. ALCOHOL AND DRUG PREVENTION SERVICES FLAT RATE

- A. In full consideration of the services provided by Contractor, the total amount for alcohol and drug prevention services described in this Agreement is TWO HUNDRED NINETY THOUSAND DOLLARS (\$290,000). The program funding for each year of the project is as follows:

For the period of July 1, 2009 through June 30, 2010, payment shall not exceed ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000).

For the period of July 1, 2010 through June 30, 2011, payment shall not exceed ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000).

In any event, funding for FY2010-11 is contingent upon availability of funds for AOD Prevention and the Contractor's satisfactory progress on contracted service deliverables.

B. Payment Schedule

County will pay based on the payment schedule below. County will pay Contractor's monthly payment within 30 days, upon timely submission of reports as outlined in the AOD Policy and Procedure Manual. All payments under this Agreement must directly support services specified in this Agreement.

July 1, 2009-June 30, 2010

	Funding Amount	Payment Amount	Release of Payment
NRC Funded Prevention (community-based partnership)	\$125,000	\$10,417	Monthly

July 1, 2010- June 30, 2011

	Funding Amount	Payment Amount	Release of Payment
NRC Funded Prevention (community-based partnership)	\$125, 000	\$10, 417	Monthly

January 1, 2011-June 30,2011

	Funding Amount	Payment Amount	Release of Payment
Mental Health Services Act (MHSA) Seeking Safety Program	\$40, 000	\$6,666.67	Monthly

II. 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
County Adolescent Outpatient	\$54,835	\$4,570	1,044	\$52.55	32
NRC Adult Outpatient	\$270,533	\$22,545	5,149	\$52.55	192
NRC funded Adolescent Outpatient	\$67,735	\$5,645	1,289	\$52.55	40
Strategic Direction Funding	\$90,728	\$7,561	1,727	\$52.55	64
Mental Health Services Act (MHSA) funding	\$17,355	\$1,446.25	330	\$52.55	15
<b>TOTAL</b>	<b>\$501,186</b>	<b>\$41,765</b>	<b>9539</b>	<b>\$52.55</b>	<b>343</b>

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	\$410,458	\$348,889	85%	\$61,569	15%
Strategic Directions 2010	\$90,728	\$90,738	100%	0	0
<b>TOTAL Funding</b>	<b>\$501,186</b>	<b>\$439,627</b>	<b>87.72%</b>	<b>\$61,569</b>	<b>12.28%</b>

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

July 1, 2010- June 30, 2011

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be served
County Adolescent Outpatient	\$54,835	\$4,570	1,044	\$52.55	32
NRC Adult Outpatient	\$270,533	\$22,545	5,149	\$52.55	192
NRC funded Adolescent Outpatient	\$67,735	\$5,645	1,289	\$52.55	40
Strategic Direction Funding	\$73,272	\$6,106	1,392	\$52.55	52
Mental Health Services Act (MHSA) funding	\$17,355	\$1,446.25	330	\$52.55	15
<b>TOTAL</b>	<b>\$483,730</b>	<b>\$40,312.25</b>	<b>9204</b>	<b>\$52.55</b>	<b>331</b>

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	\$410,458	\$348,889	85%	\$58,965	15%
Strategic Directions 2010	\$73,272	\$73,272	100%	0	0
<b>TOTAL Funding</b>	<b>\$483,730</b>	<b>\$422,161</b>	<b>87.72%</b>	<b>\$58,965</b>	<b>12.19%</b>

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

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

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

**1. SACPA and SACPA OTP Funded Services**

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

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

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

b. Level II Day Treatment

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

c. SB223 Drug Testing

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

2. CDCI and DCP Grant Funded Services

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

a. Outpatient Treatment Services

\$44.00 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 \$85.97 per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.
- c. Aftercare Treatment Services \$42.00 per individual for each one (1) hour group counseling session provided for CDCI/DCP funded aftercare alcohol and drug treatment and recovery services.
- d. Sober Living Environment Services  
\$22.00 per bed day provided for CDCI/DCP funded sober living environment services. Co-payments will be pro-rated if client does not receive services for the entire month.
- e. 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

Outpatient Treatment Services

\$42.23 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

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 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

Bay Area Services Network (BASN)

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor \$7,259 annually for Outpatient Treatment Services.

\$51 per direct staff hour for BASN funded outpatient alcohol and drug treatment and recovery services.

C. NON-REIMBURSABLE SERVICES

In accordance with the AOD Policy and Procedure Manual, DEJ services are a non-reimbursable service. DEJ administrative fees must be approved by the County Chief of the Health System or designee.

Deferred Entry of Judgment

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

E. 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

F. 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.

G. ANTICIPATED REVENUES

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 designee.