AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PYRAMID ALTERNATIVES

THIS AMENDMENT TO THE AGREEMENT, entered into this day of
, 20, by and between the COUNTY OF SAN MATEO, hereinafte
called "County," and Pyramid Alternatives 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 for mental health and substance abuse prevention services on January 27, 2009; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the contract to June 30, 2011 and add \$58,150 to the amount of the contract;

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

1. Section 3 of the Agreement is amended to read as follows:

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED EIGHTY SEVEN THOUSAND THREE HUNDRED SIXTY THREE DOLLARS (\$287,363).

2. Section 4 of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2009 through June 30, 2011.

This Agreement may be terminated by Contractor, the Chief Probation Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

- 3. Original Exhibit A is replaced with Revised Exhibit A1, (rev. 12/1/10).
- 4. Original Exhibit B is replaced with Revised Exhibit B1, (rev. 12/1/10).
- 5. All other terms and conditions of the agreement dated January 27, 2009 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	
Pyramid Alternatives	
Contractor's Signature	
Date:	

PYRAMID ALTERNATIVES BRIDGES PROGRAM SERVICES JANUARY 1, 2009 – JUNE 30, 2011

In consideration of the payment set forth in Exhibit "B," Contractor shall provide the following services:

Contractor shall provide substance abuse counseling, education, anger management, life skills training, and supportive supervision to clients in the San Mateo County Adult Probation's Bridges program, located at 680 Warren Street, Redwood City, CA 94063.

Referrals shall be made by judges, probation officers, and attorneys for individuals who failed at least two prior rehabilitative efforts. Multiple reviews and background checks to screen out applicants with violent offenses of an unworkable degree of denial are doing by Probation at the time of intake via Criminal Justice Information Systems (CJIS), court records, California State Bureau of Criminal Identification and Investigation (CII) rap sheets and probation files.

A. Hours of Service

Contractor shall provide a minimum of 32 hours of service per week devote to drug treatment and counseling.

B. Direct Client Services

Contractor shall provide services to clients in two phases:

Phase I

Services shall be provided to approximately 90 clients, of which 36 to 45 shall be new clients, and reflects anticipated Court referrals during the term of January 1, 2009 through June 30, 2011.

Five main components shall be administered in the first phase (five [5] days per week):

- Large group psycho-education groups
- Gender-specific small groups
- Cognitive-based reasoning and rehabilitation education
- Individual counseling
- Collaboration, case management, and crisis intervention
- a. Contractor shall provide cognitive-based reasoning and rehabilitation education in a curriculum approved by Probation. Cognitive skills training shall be provided by qualified and certified staff and shall specifically focus on skill building, problem solving, decision making, and on moving participants through the stages of change, future planning, goal setting,

accountability, and responsibility.

Contractor shall provide 57 sessions of cognitive-based reasoning and rehabilitation. Sessions shall last between one (1) and two (2) hours.

- b. Contractor shall facilitate both individual and group counseling Monday through Friday, including psychotherapy for "dual diagnosis" clients.
 - Large group counseling shall be provided in a format that
 combines education and process with the specific focus on
 the group on anger and stress management, peer and family
 relationships, 12-step philosophy, personal accountability,
 triggers, warning signs, communication, shame, feelings
 management, job successes, and challenges. In addition,
 large group counseling shall focus on the physical,
 emotional, financial, and spiritual effects of addiction,
 including STD and HIV education.
 - Gender specific groups shall be provided to allow the focus on gender-specific issues, concerns and challenges that come up including pregnancy, abortion, molestation, rape, sexuality, sexual orientation, gender roles, domestic violence, child abuse, parenting, and reunification.
 - Individual counseling shall address in-depth issues including co-occurring illness symptom reduction. Individual counseling may include suicide and lethality assessments, crisis management, and de-escalation. Individual counseling shall also be provided for more in-depth issues that often become the focus of treatment including reducing the effects of early childhood trauma, as well as symptoms associated with depression, bipolar disorder, anxiety, and post-traumatic stress disorder.

Individual and group counseling shall involve Pyramid staff working individually and in groups to help support clients with complex needs. Staff shall coordinate referrals and client client care with doctors and psychiatrists, as needed, and communication with doctors prescribing medications. Pyramid's Clinical Director shall monitor treatment delivery through supervision with counselors and consultation with the Program Director.

- c. Contractor shall assist in program coverage with Probation staff.
- d. Contractor shall participate and lead off-site outings for therapeutic and educational purposes.
- e. Contractor shall refer participants to appropriate outside assistance

(e.g., supplemental counseling, education, medical/health assistance) as deemed necessary.

- f. Contractor shall participate in Bridges staff meetings (once per month).
- g. Contractor shall provide input to Probation staff during the decision process to transition clients to Phase II.

2. Phase II

Aftercare and relapse prevention services shall be provided a minimum of two days per week to approximately 60 clients during the term of January 1, 2009 through June 30, 2011. During Phase II, Pyramid staff shall work with clients to establish a plan that includes:

- Maintaining sobriety
- Solidifying stable living and work environments
- Providing support for follow-through with educational goals
- Solidifying relapse prevention
- Learning to manage crisis
- Stabilizing and reunifying families
- Assisting with issues that come up around reunification and healing in the family

Contractor shall provide a consistent holding environment where clients are still held accountable to their life changes and goals with assistance in a crisis. The aftercare program shall help solidify gains made in the first phase of treatment and provide an environment of support as clients practice new ways of being.

The main components in Phase II shall be:

- Aftercare group
- Individual counseling and case management
- Crisis intervention
- a. Contractor shall facilitate group counseling twice per week for one (1) hour for aftercare participants.
- b. Contractor shall conduct individual counseling with participants when needed. Participants shall be referred by Probation staff.
- c. Contractor shall conduct individual case management with an emphasis on case consultation with Probation, family members, psychiatrists, the education team, the courts, and community mental health. Case management may include consultation with programs housing participants, including Project 90 and the Service League. Case management shall include holding someone

- accountable to their treatment plan and goals through case management and referrals to community agencies.
- d. Contractor shall provide crisis intervention and be available during non-program hours via telephone.
- e. Contractor shall contribute input to Probation's written progress reports for submission to Superior Court monthly reviews.
- f. Contractor shall provide ongoing support to Probation staff fort he successful recovery of clients.
- g. Contractor shall recommend to Probation staff when a participant is ready for program graduation.
- 3. Contractor shall provide a combination of the following types of service:

Service Type	Hours	
Individual counseling	10 hours / week	
Group counseling		
Large group psychoeducation	2 – 4 hours / week	
Gender specific group	2 – 4 hours / week	
Individual counseling (dual diagnosis	Ongoing M – F	
Case management	As needed	
Cognitive-based reasoning and	37 sessions / 3 times /	
rehabilitative education	week (1-2 hours /	
	session)	
Aftercare / relapse prevention (Phase II)	2 hours / week (twice	
	per week for one hour)	
Crisis intervention	As needed	
Collaboration	Ongoing	

Contractor shall use multi-party collaboration and program management in order to adjust program content and allocate and reallocate hours when necessary. Staff shall accommodate and adjust for participants' work schedules, Probation events, and unforeseen crises that often occur in the course of a day. When a need presents itself, like a Bridges graduation, picnic, or other County event, staff can, as needed, participate in planning, be flexible with time, and adjust program content when necessary to accommodate multiple entities. Staff shall be flexible in providing assistance and support to other team members as needs arise, including drug testing.

C. Curriculum

Contractor shall include the following topics in its delivery of services:

- Anger management
- Gender-specific services
- Aftercare support group
- Physical abuse prevention
- Early recovery process
- Stress management
- Family systems education
- Risk assessment / intervention
- Domestic violence prevention
- Addiction prevention / education
- Relapse prevention
- Parenting skills

D. **Support Services**

Contractor shall provide the following services:

- Program development
- Staff supervision
- Case management
- Regular / special meetings Coordination with Probation
 - Auto travel (to / from program)

Contractor shall adjust program content and allocation of hours based on feedback from courts and Probation to enhance program effectiveness.

Contractor shall utilize Probation-supplied assessments, including but not limited to the Addiction Severity Index (ASI) and Michigan Alcohol Screening Test (MAST).

- Contractor's trained staff shall administer assessments. a.
- Assessments shall be used to determine the severity of an b. individual's addiction and the effect that it has on their lives. The assessments shall be used to determine whether a client has a cooccurring mental health issue and to what degree their life has been affected by their use.
- Contractor shall administer the ASI when a client enters treatment, c. during treatment, and at the end of treatment to determine client progress and needs and to determine the outcomes for the program.
- d. Contractor shall administer the MAST to determine the extent of alcohol use and abuse and if alcohol is being used as a replacement for another drug.

Contractor shall provide daily consultation with Probation and the Court regarding clients' progress, problems, and program adjustments.

E. **Staff Requirements**

Contractor's staff shall have a Masters degree in counseling or a related field. Services may also be provided by trainees enrolled in a graduate school program for counseling or a related field. All staff shall be supervised per

California Board of Behavioral Sciences licensing regulations. Contractor shall make every effort to have available bilingual/bicultural staff sensitive to the population(s) of the Bridges community.

F. Fees

Clients served by Contractor under this Agreement shall not be obligated to pay any fees.

G. Performance Measures

The objective of the program is to provide intensive substance abuse and life skills training and to reduce recidivism and relapse while generating cost savings to the County. Performance measures under this Agreement are as follows:

- 1. Client scores on the ASI shall improve by 75%.
- 2. 80% of clients shall graduate from Phase I to Phase II.

H. Reporting Requirements

Contractor shall submit to the County a quarterly report describing the actual delivery of services described in paragraph I, which shall include the following current and year-to-date information:

- 1. Number of clients served
- 2. Number of new clients
- 3. Number of dual diagnosis clients
- 4. Number of new dual diagnosis clients
- 5. Number of hours delivered by service type:

Phase I

- a. Group counseling
- b. Gender-specific small group counseling
- c. Cognitive-based reasoning and rehabilitation
- d. Individual counseling
- e. Individual counseling for dual diagnosis clients
- f. Group counseling for dual diagnosis clients
- g. Collaboration, case management, and crisis intervention
- h. Collaboration, case management, and crisis intervention for dual diagnosis clients

Phase II

- a. Aftercare group
- b. Aftercare group for dual diagnosis clients

- c. Individual counseling and case management
- d. Individual counseling and case management for dual diagnosis clients
- e. Crisis intervention
- f. Crisis intervention for dual diagnosis clients

6. Total number of hours of service delivered

Contractor shall also provide a quarterly summary of program service highlights, identified problems, solutions, and goals.

Contractor shall also report on performance measures:

- 1. Number of clients graduating from Phase I to Phase II
- 2. Percent of clients graduating from Phase I to Phase II
- 3. Percent increase in ASI scores

Contractor shall submit reports and invoices to:

San Mateo County Probation Department Attn. Melissa Wagner 222 Paul Scannell Drive San Mateo, CA 94402

I. Corrective Action

If County discovers any practice, procedure, or policy of Contractor which, in the judgment of the Chief Probation Officer, fails to meet the standard set forth in paragraph 1 of the Agreement or otherwise threatens the success of the program carried on pursuant to this Agreement, or which jeopardizes the fiscal integrity of said program, County shall give Contractor thirty (30) days written notice during which time the discrepancy or discrepancies shall be corrected to the satisfaction of the County. At the expiration of the thirty-day period, if County is satisfied that the discrepancy has been corrected, County shall notify the Contractor in writing of satisfactory resolution of the discrepancy. In the event the discrepancy is not resolved, County shall give the Contractor written notice that the corrective action is unsatisfactory and this Agreement shall be deemed terminated, and an effective date of terminating shall be stated. No additional notice and no hearing shall be necessary. In the event of termination, all finished or unfinished documents, reports, and other materials (collectively referred to as "materials") prepared by the Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In such an event, County shall reimburse Contractor for the value of satisfactory services performed for the benefit of residents of San Mateo County up to the date the notice is served to Contractor that County is terminating the contract.

PYRAMID ALTERNATIVES BRIDGES PROGRAM PAYMENTS AND RATES JANUARY 1, 2009 – JUNE 30, 2011

In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions, County shall pay Contractor in the manner described below. County shall pay Contractor no more than the maximum Agreement obligation of TWO HUNDRED EIGHTY SEVEN THOUSAND THREE HUNDRED SIXTY THREE DOLLARS (\$287,363) over the term of this thirty (30) month Agreement, January 1, 2009 through June 30, 2011.

Payments shall be made according to the following schedule:

January 1, 2009 – March 31, 2009	\$28,228.25
April 1, 2009 – June 30, 2009	\$28,228.25
July 1, 2009 – September 30, 2009	\$28,228.25
October 1, 2009 – December 31, 2009	\$28,228.25
<i>TOTAL YEAR 1</i>	\$112,913.00
January 1, 2010 – March 31, 2010	\$29,075.00
April 1, 2010 – June 30, 2010	\$29,075.00
July 1, 2010 – September 30, 2010	\$29,075.00
October 1, 2010 – December 31, 2010	\$29,075.00
TOTAL YEAR 2	\$116,300.00
January 1, 2011 – March 31, 2011 April 1, 2011 – June 30, 2011 <i>TOTAL YEAR 3</i> AGREEMENT MAXIMUM	\$29,075.00 \$29,075.00 \$58,150.00 \$287,363.00

- 1. Contractor shall submit invoices and quarterly units of service reports in a timely manner. June invoices must be received by the Probation Department no later than the immediate following July 5.
- 2. All invoices shall be original, be signed, include an invoice number, and include the Agreement number. Reports and invoices shall be sent to:

San Mateo County Probation Department Attn. Melissa Wagner 222 Paul Scannell Drive San Mateo, CA 94402

3. The County shall not be obligated to pay Contractor for services covered by any

- invoice received more than 120 days after the date Contractor renders the services, or more than 90 days after this Agreement terminates, whichever is earlier.
- 4. 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.
- 5. Payments for services provided are contingent upon the availability of County, State, Federal, foundation, or other funding. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including but not limited to, payments that are based on County funds. The County may terminate this Agreement for unavailability of County, State, Federal, foundation, or other funding.