



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: July 18, 2011
BOARD MEETING DATE: September 13, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health & Recovery Services

SUBJECT: Amendment to Bay Area Services Network (BASN) funding
Agreements with Five Providers of Alcohol and Other Drug Treatment
Services.

RECOMMENDATION:

Adopt a Resolution authorizing the President of the Board to execute amendments to the Agreements with El Centro de Libertad, The Latino Commission, Sitike Counseling Services, Inc., Service League and Free At Last to provide alcohol and other drug treatment services, realigning the aggregate Bay Area Services Network allocation for FY 2010-2011 of \$379,535 respectively with no change to the aggregate funding and no change to the Agreement term of July 1, 2009 through June 30, 2011.

BACKGROUND:

In 1991 a joint effort was made by the California State Department of Alcohol and Drug Program (ADP) and the California Department of Corrections and Rehabilitations (CDCR), to establish an Inter-Agency (IA) agreement to provide funding for the Parolee Services Network (PSN). This funding was available in selected counties to provide parolees with a full array of alcohol and drug treatment and recovery services. San Mateo County's Bay Area Services Network (BASN) is part of that network and manages the allocation of funds. The goal of PSN is to reduce relapse and recidivism among parolees with substance use problems and to promote pro-social behavior that will enable participants to successfully reintegrate back into the community.

In April 2007 Behavioral Health & Recovery Services (BHRS) released a Request For Proposal (RFP) for alcohol and other drug treatment services for BASN Parolees. The following agencies were selected as a result of that RFP: El Centro de Libertad (El Centro); The Latino Commission (TLC); Sitike Counseling Services, Inc. (Sitike); Service League (SL); and Free At Last (FAL) to provide alcohol and other drug treatment services with the following modalities: Outpatient treatment, Residential Treatment, and Sober Living Environment. The BASN funding is an aggregate amount for the provision of these services and is divided among the providers based upon amount of service delivered.

Over the course of the Agreements with these selected providers, there have been

numerous funding increases and decreases related to service utilization; and a reconciliation of services provided with funds paid.

DISCUSSION:

Approval of these five Amendments is recommended to re-allocate BASN funding among the providers; increasing funds to EI Centro, TLC, and Sitike; and decreasing BASN funding to SL and FAL to reconcile current modality services. The change reconciles current services with funds paid in FY 2010-11. The aggregate funding amount for BASN providers remains unchanged.

The Amendments and Resolution have been reviewed and approved by County Counsel.

The Contractors have assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

These Amendments contribute to the Shared Vision 2025 outcome of a Healthy Community by providing individuals and families with alcohol and other drug treatment services to support recovery; which in turn contribute to the health and safety of communities in San Mateo County. Behavioral Health and Recovery Services (BHRS) provides a range of services to promote wellness and recovery and to support consumers to maintain abstinence and sobriety. The provision of alcohol and other drug treatment services provided through these Amendments contributes to this measure. It is anticipated that 60% of clients who receive services will successfully complete alcohol and drug treatment.

Performance Measure(s):

Measure	FY 2009-10 Actual	FY 2010-11 Estimate
Percentage of clients who successfully complete alcohol and drug treatment	60%	60%

FISCAL IMPACT:

The term of these Amendments is July 1, 2009 through June 30, 2011. The maximum obligation of BASN Grant funding for FY 2010-2011 is \$379,535. There is No Net County cost. These Amendments are included in the BHRS FY 2010-11 Recommended Budget.

	Funds not previously allocated	SL	EI Centro	TLC	SITIKE	FAL	Combined Amounts
BASN	(\$8,500) (\$2,000)						(\$10,500)
Residential		\$4,000		(\$5,526)		\$4,161	\$2,635
SLE		(\$4,000) (\$4,030)		\$2,725		(\$2,725)	(\$8,030)
Outpatient			\$8,500	\$5,526 \$2,000	\$2,000 \$2,030	(\$4,161)	\$15,895
Net	(\$10,500)	(\$4,030)	\$8,500	\$4,725	\$4,730	(\$9,678)	\$0

Change							
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RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AMENDMENTS TO THE AGREEMENTS WITH EL CENTRO DE LIBERTAD, THE LATINO COMMISSION, SITIKE COUNSELING SERVICES, INC., SERVICE LEAGUE, AND FREE AT LAST TO PROVIDE ALCOHOL AND OTHER DRUG TREATMENT SERVICES AND REALIGNING THE AGGREGATE BAY AREA SERVICES NETWORK ALLOCATION FOR FY 2010-2011 OF \$379,535 RESPECTIVELY, WITH NO CHANGE TO THE AGREEMENT TERM OF JULY 1, 2009 THROUGH JUNE 30, 2011

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, in 2009 this Board of Supervisors approved Agreements with El Centro de Libertad (El Centro; The Latino Commission (TLC); Sitike Counseling Services, Inc. (Sitike); Service League (SL); and Free At Last (FAL), for the provision of alcohol and other drug treatment services for a maximum Bay Area Services Network (BASN) allocation of \$759,070; for the term of July 1, 2009 through June 30, 2011.

WHEREAS, it is now necessary to reconcile the BASN allocation increasing funding to El Centro de Libertad, The Latino Commission, and Sitike Counseling Services, Inc., for a total amount of \$18,530; and decreasing funding to Service League and Free At Last, for a total amount of \$18,530; with no change to the BASN aggregate amount or to the Agreement term.

WHEREAS, this Board of Supervisors has been presented with Amendments to the five Agreements and has examined and approved them both as to form and

content and desires to enter into these Amended Agreements.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Amendments to these five Agreements for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

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

THIS THIRD 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; for the term of June 1, 2009 through June 30, 2011; and

WHEREAS, on September 28, 2010, the parties amended the Original Agreement to reconcile current services with funds paid during FY 2008-09, change MHTA 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, on December 14, 2010, the parties amended 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.

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement for the Third time to reconcile current modality services with funds paid during FY 2010-11, increasing the funding of the Outpatient program. The maximum obligation for FY 2010-11 is increased by \$8,500 to a new maximum of \$5,005,062, with 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 FIVE MILLION FIVE THOUSAND SIXTY-TWO DOLLARS (\$5,005,062).

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.

2. Exhibit A2 – Description of Services is hereby deleted in its entirety and replaced with Exhibit A3, attached hereto.
- 3 Exhibit B2 – Rates of Payment and Payments, is hereby deleted in its entirety and replaced with Exhibit B3, 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 A 3 - 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

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July 1, 2010 - June 30, 2011

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

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population on UOS %	Allowable Discretionary UOS	Allowable Discretionary 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 (UOS)	Priority Population UOS	Priority Population on UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
County Adolescent Outpatient	1044	887	85%	157	15%
NRC Adult Outpatient	5149	4377	85%	772	15%
NRC funded Adolescent	1289	1096	85%	193	15%

Outpatient					
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 Lemax 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. BHRS requires all contractors to:

- a. Use the Plan-Do-Study-Act (PDSA) rapid change cycle process as at least on component of the organizational quality improvement program. This process improvement initiative must focus on improving client outcomes.
- b. 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 BHRS 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 two (2) programs participant annually for the term of this agreement.
- b. Provide two hundred eighty-four (284) 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 (3rd) 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.

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.

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 II.E.1a. & b. 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.

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 B 3 – 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
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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
TOTAL	\$501,186	\$41,765	9539	\$52.55	343

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
TOTAL Funding	\$501,186	\$439,627	87.72%	\$61,569	12.28%

(*) 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
TOTAL	\$483,730	\$40,312.25	9204	\$52.55	331

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
TOTAL Funding	\$483,730	\$422,161	87.72%	\$58,965	12.19%

(*) 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 \$15,759 annually for Outpatient Treatment Services.

\$51 per direct staff hour for BASN funded outpatient alcohol and drug

treatment and recovery services.

D. 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.

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND THE LATINO COMMISSION**

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **The Latino Commission**, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, on June 16, 2009, the parties hereto under Resolution 070200 entered into an agreement, (the "Original Agreement"), for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

WHEREAS, on April 13, 2010, the parties under Resolution 070694 amended the Original Agreement, to incorporate Second Chance Act Re-Entry Residential Services, increase the maximum obligation by \$81,600, for a maximum obligation of \$4,979,534; with no change to the Agreement term of July 1, 2009 through June 30, 2011.

WHEREAS, on May 18, 2010, the Chief of the Health System approved a Second, Amendment to increase funding for Bay Area Services Network Services and day treatment under CDCI, increasing the maximum obligation by \$14,084 dollars for a maximum obligation of \$4,993,618; with no change to the Agreement term.

WHEREAS, on November 2, 2010, the parties amended the Agreement, decreasing the maximum obligation by \$24,795, and adding Second Chance Act Re-Entry Services to include outpatient and intensive day treatment, increasing the maximum obligation by \$24,200, for a new maximum obligation of \$4,993,023, with no change to the Agreement term.

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement to reconcile current modality services with funds paid during FY 2010-11; move funds in the amount of \$5,526 from the Latino Commission Residential Program to the Latino Commission Outpatient Program; and increasing the fund of the Single Living Environment by \$2,725 and the Outpatient Program by \$2,000; increasing the maximum obligation by \$4,725 to a new maximum obligation of \$4,997,748, with no change to the Agreement term.

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

3. A. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A 4, and in the Alcohol and Other Drug Services Policy and Procedure Manual, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B 4 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-SEVEN THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS (\$4,997,748).

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.

Exhibit A 4. Section A – Priority Population UOS Breakdown is replaced as follows:

Priority Population Funding: UOS Breakdown

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding Units of Service	5144 (BD)	4372 (BD)	85%	772(BD)	15%
Strategic Directions 2010 Funds/ Second Chance Act Re-Entry Residential	1021 (BD)	1021 (BD)	100%	0	0%
TOTAL (UOS) (Bed Days)	6,165(BD)	5,641(BD)	87%	524 (BD)	13%

Exhibit A 4. Section E. is hereby replaced as follows:

A. BAY AREA SERVICES NETWORK (BASN) 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 are referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

1. Bay Area Service Network

a. Residential Alcohol and Drug Treatment Units of Service:

- i. Admit a minimum of three (3) BASN residential alcohol and drug treatment program participants per year for the term of the Agreement.
- ii. Contractor will provide a maximum of one hundred eighty (180) days of BASN residential treatment per program participant per year for the term of the Agreement, for individuals referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services. Contractor will provide a maximum of three hundred (300) bed days of BASN residential treatment per year.

b. Sober Living Environment (SLE) Units of Service:

- i. Program participants must be admitted through BASN specific case management authorization from BASN specific residential treatment services.
- ii. Contractor will provide the following services:
A total of four hundred eighty eight (488) days of BASN sober living environment (SLE) transitional housing to a minimum of three (3) BASN program participants annually during the term of this Agreement.

c. Outpatient Alcohol and Drug Treatment Units of Service:

d. Outpatient Alcohol and Drug Treatment Units of Service:

Each program participant must be formally determined by the Parolee Services

Network Case Manager to be eligible to receive BASN services

- i. Admit to Contractor's BASN outpatient alcohol and drug treatment program a minimum of three (3) program participant.
- ii. Provide three hundred thirty nine (339) hours dedicated to BASN outpatient services to the BASN participants.

Exhibit A 4. Section G. is replaced as follows:

G. DESCRIPTION OF UNIQUE PROGRAM SERVICES

The Latino Commission delivers Residential substance abuse treatment in four structural phases representing a culturally appropriate on going circle of recovery

Phase I Genesis (New Beginning)

In this phase the focus is on stabilization of the participant. The person is introduced to recovery and to a different life style without drugs and alcohol dominating their lives

Phase II En Lak Etch (Working as one, you are my other self)

In this phase the participants learn to work on treatment issues that are identified and dealt with by self, the group and staff.

Phase III Floreciendo (Blooming Transitions)

This phase residents prepare for independent clean and sober living and are encouraged to use community agencies for support.

Phase IV Ollin (Movement with balance and integrity)

This phase, residents graduate from the treatment program and receive support to apply new skills for clean and sober living.

Residential and Intensive Day Treatment Alcohol and Drug Treatment Services:

Latino Commission's Step down model are Unique Treatment Services for men and women.

Description is as follows:

1. Months one, two and three: Clients will begin treatment in residential treatment services for approximately ninety (90) days.
2. Months one, two and three: Clients will begin treatment in residential treatment services for approximately ninety (90) days.
3. Months four through six: Clients will begin to transition from residential treatment to intensive outpatient treatment (IDT) and sober living transitional housing (upon bed availability). IDT consists of 20 hours per week
4. Month seven: Clients will begin to transition to employment. Clients will continue with aftercare services.

County Funded Day Treatment and Residential Alcohol and Drug Treatment Services;
Women's Day Treatment and Residential Alcohol and Drug Treatment Units of Services.

Latino Commission's Unique Treatment Services for men and women are as follows: Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning and relapse prevention

Exhibit B 4. Section A. Fixed Rate Negotiated amount July 1, 2009 to June 30, 2010 is replaced as

follows:

July 1, 2010- June 30, 2011

Services	Funding amount	Monthly amount	UOS per Fiscal Year	Rate	# to be served	Slots
*County Funded Residential	\$152,555	\$12,712.92	1874	\$81.39	21	6
*NRC Funded Men's Residential	\$143,155	\$11,929.58	1635	\$87.58	18	5
*NRC Funded Women's Residential	\$143,155	\$11,929.58	1635	\$87.58	18	5
Strategic Directions 2010 funded Residential(Families with young children)(Rate per individual)	\$69,340	\$5,778	720	\$96.31	8	2
Strategic Directions 2010 funded Residential (Adults in Criminal Justice 1-slot also dedicated to Second Chance Act Residential)	\$26,708	\$2,226	301	\$88.73	3	1
TOTAL Funding	\$534,913	\$44,576.08	6,165		68	19

*Step down model to include residential and intensive day treatment

B 4.2 is hereby deleted and replaced with the following:

2. CDCI and DCP Grant Funded Services

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

- a. Outpatient Treatment Services
\$36.00 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 service.
- c. Residential Treatment Services
\$89.00 per individual for each bed day provided for CDCI/DCP funded residential alcohol and drug treatment and recovery services.
- d. Aftercare Treatment
Services \$40.00 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.

B. 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 for a period of no more than six (6) months for residential treatment services in accordance to the approved step down model, 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 for a period of no more than a total of 90 days in accordance to the approved step down model to clients who have been referred by the Ryan White Case Manager. 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. Day Treatment Services

Exhibit B 4. Section B. 1. is hereby deleted and replaced as follows:

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

\$38.00 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
\$77.00 per individual for each bed day provided for CDCI/DCP funded residential alcohol and drug treatment and recovery services.
- d. Aftercare Treatment Services
\$30.00 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.
- 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
\$38.00 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
- c. Residential Treatment Services
\$80.00 per individual for each bed day provided for Ryan White CARE Act funded residential alcohol and drug treatment and recovery services, including food, shelter and other basic needs.

4. Second Chance Act Re-Entry Services

The fees for Second Chance Act Re-Entry funded services shall be as follows:

- a. Outpatient Treatment
 - i. \$30.00 per individual for each one and one half (1½) hour group counseling session provided within the approved treatment period for Second Chance Act Re-Entry funded outpatient alcohol and drug treatment and recovery services.
 - ii. \$40.00 per individual for each one half (1/2) hour individual counseling session provided within the approved treatment period for Second Chance Act Re-Entry funded outpatient alcohol and drug treatment and recovery services.
- b. Level II Day Treatment
\$85.00 per individual for each visit day provided within the approved treatment period for Second Chance Act Re-Entry funded alcohol and drug day treatment and recovery

services.

C. FEE FOR SERVICE WITH ALLOCATION

1. Bay Area Services Network (BASN)

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor \$16,265 for Outpatient Treatment Services, \$25,500 for Residential Treatment Services and \$10,755 for SLE Services.

- a. \$47.89 per direct staff hour for BASN funded outpatient alcohol and drug treatment and recovery services.
- b. \$85.00 per bed day provided for BASN funded residential alcohol and drug treatment and recovery services.
- c. \$22.00 per bed day provided for BASN funded services SLE alcohol and drug treatment and recovery services.

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

1. The Original Flat Rate Agreement between the parties dated June 16, 2009, is amended by a First Amendment on April 13, 2010, by a Second Amendment on May 18, 2010, and again by a Third Amendment on July 15, 2010, is amended as set forth herein.
2. This Fourth Amendment is hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
3. All provisions of the Original Agreement, as amended by the First Amendment, by a Second Amendment, and again by a Third Amendment, unless expressly deleted, modified, or otherwise superseded in this Fourth Amendment shall continue to be binding on all parties hereto.

This Fourth Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated June 16, 2009, and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this Fourth Amendment shall not be effective unless set forth in a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Third Amendment.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

THE LATINO COMMISSION

By: _____
Deborah Camarillo, Executive Director

Date: _____

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

The Latino Commission
Name of 504 Person - Type or Print

Same as above
Name of Contractor(s) - Type or Print

301 Grand Avenue, Suite 301
Street Address or P.O. Box

South San Francisco, CA 94080
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

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

I. CONTRACTOR INFORMATION

Contractor Name:	The Latino Commission	Phone:	(650)244-1444
Contact Person:	Deborah Camarillo, Executive Director	Fax:	(650)244-1447
Address:	301 Grand Avenue Suite 301 South San Francisco, CA 94080		

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

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND SITIKE COUNSELING CENTER**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sitike Counseling Center, hereinafter called "Contractor";

W I T N E S S E T H:

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; and

WHEREAS, on June 16, 2009, the parties hereto under Resolution 070199 entered into an Agreement, (the "Original Agreement"), for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement for a maximum obligation of \$4,228,840; and

WHEREAS, on July 15, 2010, the Chief of the Health System approved First Amendment to decrease Sitike Counseling Center's funding by \$11,539 for a new maximum obligation \$4,217,301, with no change to the Agreement term; and

WHEREAS, on November 9, 2010, the Chief of the Health System approved a Second Amendment to increase Second Chance Act Re-Entry Services to include outpatient and intensive day treatment, increasing the maximum obligation by \$24,200 for a new maximum obligation of \$4,241,501, to reduce the administrative fee to the First Offender Program from 10% to 8%, with no change to the Agreement term; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to once again amend the Agreement to reconcile current modality services with funds paid during FY 2010-11; and increase funding to the Bay Area Services Network (BASN) Outpatient Program, increasing the maximum obligation by \$4,030 for a new maximum obligation of \$4,245,531, with no change to the Agreement term.

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

3. Payments

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

The total fiscal obligation under this Agreement shall not exceed FOUR MILLION TWO HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED THRITY-ONE DOLLARS (\$4,245,531). 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.

Exhibit A-2- Description of Services - is hereby deleted and replaced in its entirety by Exhibit A-3.

Exhibit B-2 – Payments and Rates of Payments - is hereby deleted and replaced in its entirety by Exhibit B-3.

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

1. The Original Agreement between the parties dated June 16, 2009, is amended as amended by a First Amendment on July 5, 2010, and again by a Second Amendment on November 9, 2010, is amended as set forth herein.
2. This Third 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, and again by a Second Amendment, unless expressly deleted, modified, or otherwise superseded in this Third Amendment shall continue to be binding on all parties hereto.
4. All provisions of the Agreement,

This Third Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated June 16, 2009, as amended on November 9, and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this Third Amendment shall not be effective unless set forth in a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Sitike Counseling Services

By: _____
Rhonda Ceccato, Executive Director

**SITIKE COUNSELING CENTER
EXHIBIT "A - 3"**

Alcohol and Drug Treatment and Recovery Services

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

I. Alcohol and Drug Treatment and Recovery Services

A. STRATEGIC DIRECTION 1: PRIORITY POPULATIONS

1. The base of the funds must be used to serve priority population clients.

Specifically:

- a. 85% of annualized flat rate base funding must serve clients from one or more of Priority Populations as identified in Strategic Directions 2010.
- b. 15% of the flat rate base funding is discretionary.
- c. 100% of the Strategic Directions 2010 funding shall be used to fund services for clients in the four priority populations as outlined in the Strategic Directions 2010.

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

Modalities / Priority Populations	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD) Visit Days (VD)
Day Treatment (Families with Children under 5, Homeless, Criminal Justice)	24	1642 VD
Non Residential (Families with Children under 5, Homeless, Criminal Justice)	95	2366 SAH

Priority Population Funding: UOS Breakdown (Annual)

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
NRC Funded Perinatal Day Treatment	1357 (VD)	1153 (VD)	85%	204 (VD)	15%
Strategic Directions 2010 Funded Day Treatment	285(VD)	242 (VD)	85%	43 (VD)	15%
TOTAL (UOS) (Visit Days)	1642 (VD)	1395 (VD)	N/A	247 (VD)	N/A
NRC Funded Non Residential	955 (SAH)	812 (SAH)	85%	143 (SAH)	15%
County Funded Non Residential	896 (SAH)	762 (SAH)	85%	134 (SAH)	15%
Strategic Directions 2010	515 (SAH)	438 (SAH)	85%	77 (SAH)	15%

Funded Non-Residential					
TOTAL (UOS) (SAH)	2366(SAH)	2012(SAH)	N/A	354 (SAH)	N/A

**Units of Service
July 1, 2010 – June 30, 2011**

Modalities / Priority Populations	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD) Visit Days(VD)
Day Treatment (Families with Children under 5, Homeless, Criminal Justice)	23	1560 VD
Non Residential (Families with Children under 5, Homeless, Criminal Justice)	95	2366 SAH

Priority Population Funding: UOS Breakdown (Annual)

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
NRC Funded Perinatal Day Treatment	1275 (VD)	1084 (VD)	85%	191 (VD)	15%
Strategic Directions 2010 Funded Day Treatment	285(VD)	242 (VD)	85%	43 (VD)	15%
TOTAL (UOS) (Visit Days)	1560 (VD)	1326 (VD)	N/A	234 (VD)	N/A
NRC Funded Non Residential	955 (SAH)	812 (SAH)	85%	143 (SAH)	15%
County Funded Non Residential	896 (SAH)	762 (SAH)	85%	134 (SAH)	15%
Strategic Directions 2010 Funded Non-Residential	515 (SAH)	438 (SAH)	85%	77 (SAH)	15%
TOTAL (UOS) (SAH)	2366(SAH)	2012(SAH)	N/A	354 (SAH)	N/A

2. Best Practices

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

- a. Women's Intensive Day Treatment program uses the following Evidenced-Based Practices:
 - i. Motivational Interviewing
 - ii. Beyond Trauma and Helping Women Recover – Dr. Stephanie Covington teaches self esteem building and identifying and managing trauma, addresses women's issues, empowerment, sexuality and trauma.
 - iii. Seeking Safety - Lisa Najavits

- b. Outpatient Program uses the following evidenced-Based Practices:
 - i. Motivational Interviewing
 - ii. Seeking Safety - Lisa Najavits

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.

Sitike and client shall work concurrently to develop a treatment plan during the clients first individual session. Each client's individualized Treatment Plan shall include a careful assessment of client's strengths and weaknesses, the formulation of a specific therapeutic action plan, and the application of the appropriate mix of available program or external resources. The plan shall also determine the order in which a client's problems should be addressed. In many cases, the consumer has multiple barriers and the program provides the services. Referrals are made but not limited to shelter programs, housing services, Goodwill or Peninsula Works for job training, Project Read for literacy improvement, San Mateo County Mental Health services, and the South San Francisco Adult School for GED preparedness and testing.

4. Crisis Planning

Sitike shall develop a comprehensive relapse plan with the client by identifying warning signs and high risk situations. The relapse prevention plan is discussed and updated every 90 days.

5. Continuum of Care

Referrals are made but not limited to shelter programs, housing services, Goodwill or Peninsula Works for job training, Project Read for literacy improvement, San Mateo County Mental Health services, and the South San Francisco Adult School for GED preparedness and testing. Sitike referrals to other treatment providers based on the client's needs.

B. STRATEGIC DIRECTION 2: SYSTEM-WIDE IMPROVEMENTS

The County has identified a number of issues which require a collaborative and comprehensive approach in order to enhance the system-wide effectiveness and efficiency. Thus, Contractor will implement the following:

1. Co-occurring Disorders

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.

- 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:

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.

3. Screening and Assessment Standards

- a. 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

4. 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 QI 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 and client satisfaction surveys. Evaluation forms shall be made available to clients in the agency's waiting room, and given to each client at his/her final individual session. In addition, Contractor shall conduct "Client Feedback Week", twice a year.
- 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.

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. SB223 drug testing

2. Comprehensive Drug Court Implementations (CDCI) Grant, Drug Court Partnership (DCP) Grant, and Cal-EMA 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. Drug Testing

3. Second Chance Act Re-Entry Services

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

- a. Outpatient Treatment Services
- b. Day Treatment Services

E. FEE FOR SERVICE ALLOCATION

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

1. Bay Area Service Network
 - a. BASN Residential Alcohol and Drug Treatment Units of Service:
Contractor will provide a total of three hundred sixty-five (365) days of BASN outpatient alcohol and drug treatment to a minimum of one (1) BASN program participants per year during the term of the Agreement.

F. DESCRIPTION OF UNIQUE PROGRAM SERVICES

Discover Recovery Program is an evening outpatient program for adult men and women. Clients attend 2 to 3 times per week via one group and one individual counseling session per week for a minimum of 12 weeks.

The standard program requires a minimum of:

One Intake session:	1.5 hours
Twelve Groups 1.5 hours each x 12 =	18 hours
One individual session per week 5 x 12=	6 hours
Total:	25.5 hours

Each client receives a 1.5-hour assessment, which requires the completion of the ASI and ASAM along with internal Intake information regarding demographics, medical, mental health, legal, and family and drug and alcohol history. The client is given a general orientation of the program and regulations, signs necessary paperwork, is given a weekly schedule of appointments, develops their individualized treatment plan with the counselor and is given a list of 12-Step meetings in their geographic area and is asked to attend meetings in addition to their weekly meetings at Sitike.

During the individual counseling sessions the counselor reviews the treatment plan with the client and makes any necessary revisions. The half-hour one-to-one sessions are intended to engage and support the client in treatment. Clients explore their relationship with substances, their desired quality of life, and any impediments to completing the program. The purpose of the individual counseling session is to promote continuity and help deepen the counselor-client relationship, provide a framework for self-reflection, and invite clients to talk about difficult aspects of recovery.

Group counseling sessions are both educational and process orientated. New Directions utilizes the evidence-based work of Lisa Najavits and the curriculum of the outpatient program is based on her work, Seeking Safety. The group topics are:

1. What Is Substance Abuse
2. Commonly Abused Drugs
3. Safety
4. Compassion
5. Relapse Prevention
6. Recovery Thinking
7. Creating Meaning
8. Boundaries In Relationships
9. Infectious Diseases
10. Coping With Triggers
11. Healing From Anger
12. Life Choices

The Women's Program is a gender specific/responsive program for adult pregnant and parenting women of childbearing age. Attendance requirements are 4 hours per day, 3-5 days per week, for a period of 3 to 9 months. On-site therapeutic daycare for children 4 years and younger, transportation to and from the agency and one hot nutritionally balanced lunch is provided daily.

Each client receives a 1.5-hour assessment, which requires the completion of the ASI and ASAM along with internal Intake information regarding demographics, medical, mental health, legal, and family and drug and alcohol history. The client is given a general orientation of the program and regulations, signs necessary paperwork, is given a weekly schedule of appointments, develops their individualized treatment plan with the counselor and is given a list of 12-Step meetings in their geographic area and is asked to attend meetings in addition to their weekly meetings at Sitike.

During the individual counseling sessions the counselor reviews the treatment plan with the client and makes any necessary revisions. The half-hour one-to-one sessions are intended to engage and support the client in treatment. Clients explore their relationship with substances, their desired quality of life, and any impediments to completing the program. The purpose of the individual counseling session is to promote continuity and help deepen the counselor-client relationship, provide a framework for self-reflection, and invite clients to talk about difficult aspects of recovery.

Group counseling sessions are both educational and process orientated. New Directions utilizes the evidence-based work of Lisa Najavits and Dr. Stephanie Covington.

B. NON-REIMBURSABLE SERVICES

1. Driving Under The Influence (DUI)

In accordance with the AOD Policy and Procedure Handbook, Contractor will provide the DUI program services to clients who have been referred by the Department of Motor Vehicles, Probation, and the Superior Courts.

2. Deferred Entry of Judgment (DEJ)

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

**EXHIBIT B - 3
SITIKE COUNSELING CENTER**

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 and recovery 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 twelve (12) 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 Handbook.

July 1, 2009- June 30, 2010

Services	Funding amount	Rate	Units Of Service per Fiscal Year	# clients to be served	Slots
NRC Funded Perinatal Day Treatment	\$189,992	\$15,833	1357	\$140	22
NRC Funded Non Residential	\$38,211	\$3,184	955	\$40	37
County Funded Non Residential	\$35,825	\$2985	896	\$40	37
Strategic Directions 2010 Funded Day Treatment	\$39,913	\$3,326	285	\$140	2
Strategic Directions 2010 Funded Non Residential	\$20,600	\$1,717	515	\$40.00	21
MHSA Adult Co-Occurring to improve the client outcome measurement	\$17,355	\$1,446			
TOTAL	\$341,896	\$28,491	2366 SAH 1642 Visit Days		

Summary of Funding for Priority Populations FY 2009-11

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$281,383	\$239,176	85%	\$42,207	15%
Strategic Directions 2010	\$60,513	\$60,513	100%	0	0
TOTAL Funding	\$341,896	\$299,689	88%	\$42,207	12%

July 1, 2010- June 30, 2011

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be served	Slots
NRC Funded Perinatal Day Treatment	\$178,453	\$14,871	1275	\$140	21	17
NRC Funded Non Residential	\$38,211	\$3,184	955	\$40	37	10
County Funded Non Residential	\$35,825	\$2985	896	\$40	37	10
Strategic Directions 2010 Funded Day Treatment	\$39,913	\$3,326	285	\$140	2	1
Strategic Directions 2010 Funded Non Residential	\$20,600	\$1,717	515	\$40.00	21	6
MHSA Adult Co-Occurring to improve the client outcome measurement	\$17,355	\$1,446				
TOTAL	\$330,357	\$27,529	2366 SAH 1560 Visit Days			

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	\$269,844	\$229,367	85%	\$40,477	15%
Strategic Directions 2010	\$60,513	\$60,513	100%	0	0
TOTAL Funding	\$330,357	\$289,880	88%	\$40,477	12%

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 , DCP, and Cal-EMA Grant Funded Services
The fees for CDCI, DCP and Cal-EMA funded services shall be as follows:
 - a. Outpatient Treatment Services
\$38.20 per individual for each one (1) hour individual and/or group counseling session provided for CDCI/DCP funded outpatient alcohol and drug treatment and recovery services.
 - b. Day Treatment Services \$85.79 per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.
 - c. 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. 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 Achieve 180 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 Achieve 180 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 Achieve 180 Re-Entry funded alcohol and drug day treatment and recovery services.

C. FEE FOR SERVICE WITH ALLOCATION

1. Bay Area Services Network (BASN)

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

revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor \$20,090 for Outpatient Treatment Services.

- a. \$44.00 per direct staff hour for BASN funded outpatient alcohol and drug treatment and recovery services.

D. NON-REIMBURSABLE SERVICES

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

1. First Offender Programs

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a eight percent (8%) administrative fee for FOP of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and State administrative fees for the FOP

2. 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 Handbook.

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.

**CONTRACTOR'S DECLARATION FORM
COUNTY OF SAN MATEO
SITIKE COUNSELING CENTER
July 1, 2009 through June 30, 2011**

I. CONTRACTOR INFORMATION

Contractor Name:	Sitike Counseling Center	Phone:	(650) 589-9305
Contact Person:	Rhonda Ceccato, Executive Director	Fax:	(650) 589-9330
Address:	306 Spruce Avenue South San Francisco, CA 94080		

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

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Rhonda Ceccato
Name of 504 Person - Type or Print

Sitike Counseling Center
Name of Contractor(s) - Type or Print

306 Spruce
Street Address or P.O. Box

South San Francisco, CA 94080
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND SERVICE LEAGUE OF SAN MATEO
COUNTY**

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Service League of San Mateo County, hereinafter called "Contractor";

W I T N E S S E T H:

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; and

WHEREAS, on June 9, 2009, the parties hereto under Resolution 070158 entered into an Agreement, (the "Original Agreement"), for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

WHEREAS, on April 13, 2010, our Board under Resolution 070694 amended the Original Agreement to incorporate San Mateo County Second Chance (SMCSC) program services, increasing the maximum obligation by \$488,700 for a new maximum obligation of \$5,091,734; and

WHEREAS, on May 18, 2010, the Chief of the Health System approved a Second Amendment to decrease the Bay Area Services Network obligation by \$13,887, and to change the Mental Health Services Act (MHSA) funded program service description, for a new maximum obligation of \$5,077,847: and

WHEREAS, on July 15, 2010, the Chief of the Health System approved a Third Amendment 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, 457, for a new maximum obligation of \$5,060,390, with no change to the term of July 1, 2009 through June 30, 2011.

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement to reconcile current modality services with funds paid during FY 2010-11; and move funds in the amount of \$8,030 from the Sober Living Environment program. Of the \$8,030, \$4000 will go to the Service League Residential program, \$4,030.00 to other contracted BASN program providers decreasing funds available for FY 2010-11 by the amount of \$4,030 for a new maximum obligation of \$5,056,360, with no change to the term of July 1, 2009 through June 30, 2011.

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

1. Maximum Amount, Section A, paragraphs one through three are amended as follows:
 - A. Maximum Amount
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A, Exhibit C, and in the Alcohol and Other Drug Services Policy and Procedure Manual, County shall make

payment to Contractor based on the rates and in the manner specified in Exhibit B, Exhibit C, and attachments herein for the contract term. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

The total fiscal obligation under this Agreement shall not exceed FIVE MILLION FIFTY SIX THOUSAND THREE HUNDRED SIXTY DOLLARS (\$5,056,360). 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.

2. Exhibit A3 - Description of Services - is hereby deleted and replaced in its entirety by Exhibit A4.
3. Exhibit B3 – Payments and Rates of Payments - is hereby deleted and replaced in its entirety by Exhibit B4.

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

1. The Original Flat Rate Agreement between the parties dated June 9, 2009, as amendment by a First Agreement on April 13, 2010, by a Second Amendment on May 18, 2010, and again by a Third Amendment on July 15, 2010, is amended as set forth herein.
2. This Forth Amendment is hereby incorporated and made a part of the Agreement and subject to all provisions therein.
3. All provisions of the Original Agreement, as amended by the First Amendment, by a Second Amendment, and again by a Third Amendment, unless expressly deleted, modified, or otherwise superseded in this Fourth Amendment shall continue to be binding on all parties hereto.

This Fourth Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated June 9, 2009, and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this Fourth Amendment shall not be effective unless set forth in a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SERVICE LEAGUE OF SAN MATEO COUNTY

By: _____
Mike Nevin, Executive Director

Date: _____

SERVICE LEAGUE OF SAN MATEO COUNTY
Exhibit A4

Alcohol and Drug Treatment and Services

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

I. Alcohol and Drug Treatment and Recovery Services

A. STRATEGIC DIRECTION 1: PRIORITY POPULATIONS

1. The base of the funds must be used to serve priority population clients. Specifically:
 - a. 85% of annualized flat rate base funding must serve clients from one or more of Priority Populations as identified in Strategic Directions 2010.
 - b. 15% of the flat rate base funding is discretionary.
 - c. 100% of the Strategic Directions 2010 funding shall be used to fund services for clients in the four priority populations as outlined in the Strategic Directions 2010.

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

Modalities/Priority Populations	Individuals Served (annually)	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
Residential (Perinatal, Homeless, Criminal Justice)	Capacity: 12 Individuals: 24	# of BD: 4,263
Treatment Readiness (Adult)	Individuals: 267	# of SAH: 533

Priority Population Funding: UOS Breakdown

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding Units of Service / (Residential)	2,545 (BD)	2,163 (BD)	85%	382 (BD)	15%
Flat Rate Base Funding Units of Service / (Treatment Readiness)	1066 (SAH)	906 (SAH)	85%	160 (SAH)	15%
Strategic Directions 2010 Funding – Criminal Justice / Perinatal (Residential)	1,718 (BD)	1,718 (BD)	100%	0	0%
TOTAL Residential (BD)	4,263 (BD)	3,881 (BD)		382 (BD)	
TOTAL Treatment Readiness (SAH)	1066 (SAH)	906 (SAH)		160 (SAH)	

Specific condition(s): Strategic Directions 2010 Funding will give priority to Perinatal and Criminal Justice clients.

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

Modalities / Priority Populations	Individuals Served (annually)	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
Residential (Perinatal and Child, Homeless, Criminal Justice)	Capacity: 12 Individuals: 24	# of BD: 4,263

Priority Population Funding: UOS Breakdown

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding Units of Service / (Residential)	2,545 (BD)	2,163 (BD)	85%	382 (BD)	15%
Strategic Directions 2010 Funding – Criminal Justice / Perinatal (Residential)	1,703 (BD)	1,718 (BD)	100%	0	0%
TOTAL Residential (BD)	4,248 (BD)	3,881 (BD)		382 (BD)	

Specific condition(s): Strategic Directions 2010 Funding will give priority to Perinatal and Criminal Justice clients.

2. Best Practices

Contractor will continue to use Evidenced-Based Practices, including but not limited to:

- a. Dialectical Behavioral Therapy (DBT) classes which provide clients with tools that help reduce self-harm behaviors and teach them emotional management including but not limited to anger management and communicating effectively with others.
- b. Cognitive Behavioral Therapy (CBT) that teaches mindfulness techniques of replacing and reducing negative thoughts that impact behaviors.
- c. Stephanie Covington's Gender Responsive Treatment (Women's Recovery) that teaches self esteem building, women's issues, empowerment, sexuality and trauma.
- d. Post Traumatic Stress Disorder (PTSD) and Trauma Recovery and Healing.
- e. Motivational Interviewing.

During the term of this Agreement Contractor will continue working on implementing additional Evidenced-Based Best Practices, including:

- a. Stephanie Covington's Trauma series and a women's way through the 12-steps.

3. Client-Centered Continuum of Care

Contractor will involve clients in a treatment plan that includes a continuity of care plan beginning with the initial assessment focusing on the client's resources, issues and strengths. A client's relapse plan and other crisis planning will also be incorporated into the treatment plan. The plan will be evaluated and evolve during the course of the client's engagement with the contractor. The plan and the modifications will be documented in the client file. Contractor will also document referrals and linkages to other services and providers. Contractor shall include the following components when developing a treatment plan.

a. Client Involvement

Contractor shall provide individualized treatment based on the client's needs. Contractor and client shall work together to develop treatment plan at initial entry into the program and on an individual basis thereafter. The plan shall be re-assessed at three months, where a completion and aftercare plan is developed by client and counselor.

b. Crisis Planning

Contractor shall develop comprehensive relapse plans with the client by identifying strengths, goals, and challenges. Crises are handled jointly by the counselor and the client on an as-needed basis. Spot counseling and/or group counseling sessions shall be held to help the client identify and address feelings that may arise prior to a relapse or a crisis.

c. Continuum of Care

Contractor shall collaborate with a wide variety of community partners to assure an integrated continuity of care including, but not limited to: San Mateo County-BHRS, San Mateo County Medical and all satellite clinics, Mental Health Services, Caminar, AIDS Community Research Consortium, JobsTrain, Vocational Rehabilitation Services, Peninsula Works, Stanford University, Mentoring Program (utilizing community members), San Mateo County Probation and Parole Departments, local Law Enforcement Agencies, Child Protective Services, HIP Housing, Shelter Network.

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 (Comprehensive Continuous Integrated System of Care).CCISC. Contractor will provide quarterly progress on implementation.
- c. Contractor will work to improve COD outcomes by providing the following:
 - i. Contractor will use a Quality Improvement (QI) process to increase the average length of stay for residential clients with co-occurring disorders by 10% annually.

2. Mental Health Services Act (MHSA) funded program Services

Contractor will provide the following County funded Ancillary Services for clients with Co-occurring disorders:

- a. Contractor will contract with Licensed and Registered Professionals who will focus on clients' specific mental health issues.

- b. The Licensed Professionals will facilitate specialized groups and provide individual counseling for fourteen (14) clients with co-occurring disorders addressing CBT for anxiety and depression, emotions management, CBT for mood disorders, eating disorders, trauma and grief recovery, and addiction recovery.
 - c. Contractor will provide thirty six (36) direct individual counseling hours (totaling 504 hours) and one hundred forty four (144) direct group counseling hours (totaling 2016 hours) to fourteen (14) clients with Co-occurring disorders.
 - d. Licensed Professionals will enhance Contractor's services under current Negotiated Net Amount (NNA) County agreement by focusing on the clients' specific mental health issues and improving outcomes of recovery.
3. Standards of Care
- a. There is a need for a coordinated system of treatment services within San Mateo County for those with substance abuse problems. The County has identified specific standards of care for treatment services which incorporate scientific research and clinical practice. Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein
 - 1. Screening and Assessment Standards
 - 2. Treatment Standards of Care that incorporate Evidence Based Treatment Standards.
 - b. Contractor will develop an analysis of program elements which align with the Standards of Care by September 1, 2009.
 - c. Contractor shall submit training and technical assistance needs to BHRS no later than October 1, 2009.
 - d. Contractor will report quarterly on progress towards Standards of Care
4. AOD Policy Implementation
- AOD Services implements new policies to advance the quality of treatment services and to align with scientific and clinical research about best practices in substance abuse treatment. Contractors shall also develop guidelines and procedures consistent with County Policy and continue staff training and development of policy adherence. The following new policies were effective July 1, 2008: Medications, Relapse, and Narcotic Replacement Therapy Policies.
- a. Contractor will participate in training to further develop the implementations needs of these policies.

C. STRATEGIC DIRECTIONS 3: BUILDING CAPACITY

1. Quality Improvement Program

To enhance the quality of services, all contractors must have an established 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 QI 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 QI 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 qualitative survey upon client’s completion of treatment, and whenever possible at discharge. Additionally, Contractor will survey clients to generate a list of their unmet needs, desired classes, and topics that are of interest. Contractor will review summaries of surveys, request for more feedback if needed, and make improvements and/or adjustments as needed.
- b. Contractor will report quarterly to BHRS on the status of the client feedback process and outcomes on a quarterly basis.

D. FEE FOR SERVICE

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

1. SACPA and SACPA OTP Services

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

- a. Level 3 - Residential Treatment;
- 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. Residential Treatment Services
- b. Sober Living Environment Services

c. 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. Residential Treatment Services

E. FEE FOR SERVICE ALLOCATION

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

1. Bay Area Service Network

Contractor will provide a maximum of one hundred eighty (180) days of BASN treatment per year for the term of the Agreement, to clients referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services. The 180 days maximum can be provided either as BASN Residential Treatment, or Sober Living Environment, or a combination thereof. In no event, shall services to an individual patient exceed the maximum of 180 days.

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

Contractor will provide a total of three hundred sixty-five (365) days of BASN residential alcohol and drug treatment to a minimum of two (2) BASN program participants per year during the term of the Agreement.

F. DESCRIPTION OF UNIQUE PROGRAM SERVICES

Contractor provides Adult Residential, Perinatal Residential, and Treatment Readiness services for women, in compliance with the requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated herein.

Service League's Hope House Adult Residential

The Service League's Hope House provides a 6-month or longer, residential substance abuse and co-occurring disorder treatment program for adult women, pregnant women and women with infants, most who have been incarcerated. Hope House treats the whole woman in a social model program and is a 12-Step based program which allows a client to work through her individual issues and rewards with her privileges as she progresses. Individual case management, provided by our Licensed and Certified Staff, assures that appropriate medical, pediatric and other client-specific services are provided.

The following services are provided to all residential clients:

- orientation to facility
- assessment and treatment planning
- alcohol and other drug education
- individual and group counseling
- addressing relationship issues
- relapse prevention
- Dialectical Behavioral Therapy (DBT) therapy groups
- managing anger and other emotions
- 12-Step assignments
- parenting skills
- Stephanie Covington's gender responsive workshops
- managing anxiety and depression
- Classes on life skills and job readiness, computer skills, self-esteem building, Stanford University classes and tutoring, poetry classes, restructuring your belief systems, HIV awareness and health education, nutritional education and goal setting, art therapy, hypnotherapy and relaxation, nutrition and cooking, daily exercise, self-defense for women (summer time only), domestic violence prevention, therapy addressing sexual and physical abuse issues
- holiday-appropriate celebrations and events
- and alumni aftercare groups

Additionally every woman is matched up with a mentor while she is in the program and has the option of having a mentor for up to one year upon graduation.

Service League's Hope House Perinatal Program

The Service League's Hope House Perinatal Program specializes in providing a treatment environment for pregnant women, thus producing drug-free babies. A key component in the Hope House program is to help women re-unify with and regain custody of their children as they become clean and sober and maintain recovery. Hope House is very involved in the re-unification of mothers with their children, working closely with Child Protective Services and the Courts to transition the children back to their mother after her graduation from the program. Hope House staff works with the client to ensure all pre- and post-natal appointments are met. Hope House will provide services for babies up to nine months old. Visits can include: Pre-Three case manager visits, nutritionists, breast feeding specialists, mental health professionals, etc. Additionally, all services described above in the Adult Residential Program are provided to all perinatal clients.

Service League's Treatment Readiness Program

The Service League's Treatment Readiness component is for women who are unable to enter the program immediately due to unavailable bed space or because they are still incarcerated. Services of the Treatment Readiness Program include

- interviewing candidate in custody, at Hope House facility, or other locations in San Mateo County to determine the applicant's needs and possible acceptance into the program
- managing wait list by continuing to engage applicant, building rapport, and counseling
- providing two weekly groups inside of Women's Correctional Center

- following-up and coordinating with Probation and Parole officers for entry into the program, for release from custody, or for confirmation of entry into the program.

G. RECONCILIATION OF SERVICES AND PAYMENTS RENDERED DURING FY 2008-09

1. Contractor underutilized funds from FY 2008-09. The total underutilized funds from the Strategic Directions 2010 Perinatal Modality was \$17, 497.50.
2. Contractor will reconcile payments received by:
Providing two-hundred eighty eight (288) additional units of Treatment Readiness activities and Claiming services provided to a child at the rate of \$65/day.
3. Reconciliation of services for FY 2008-09 underutilized funds is detailed below:

Modality	Contract Amount	Unit Rate	Actual UOS FY09-10	Additional UOS	Amount
SD 2010 - Perinatal (Child)		\$ 65.00	155		\$10,075.00
Treatment Readiness Adult	\$7,422.50	\$ 25.75		288	\$7,422.50

4. Reconciliation of services will be provided during FY 2009-10 and will be completed by June 30, 2010.

SERVICE LEAGUE OF SAN MATEO COUNTY
Exhibit B4

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

I. Alcohol and Drug Treatment and Recovery Services

A. FLAT RATE Negotiated Rate (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
Annual Funding Amount

Services	Funding Amount	Monthly Amount	UOS BD or SAH	Rate	# clients to be served	Slots
NRC Adult -Residential	\$137,707	\$11,476	1565	\$88.00	8	4
County Adult-Residential	\$57,311	\$4,776	651	\$88.00	4	2
NRC Perinatal	\$31,955	\$2,663	329	\$97.00	2	1
Treatment Readiness - Adult	\$15,990	\$1,332	533	\$30.00	267	
Strategic Directions 2010 Funding – Perinatal and Child	\$101,970	\$8,498	1051	\$97.00 (perinatal) \$65.00 (child)	6	3
Strategic Directions 2010 Funding – Criminal Justice	\$58,710	\$4,893	667	\$88.00	4	2
Co-occurring Disorders Funding	\$17,355	\$1,446	1260 (SAH)	\$13.77	7	3
TOTAL	\$420,998	\$35,084			298	15

Summary of Funding for (*) Priority Populations FY 2009-10 Annual Funding Amount

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$260,318	\$221,270	85%	\$39,048	15%
Strategic Directions 2010	\$160,680	\$160,680	15%	\$0	0%
TOTAL Funding	\$420,998	\$381,950		\$39,048	

(*) 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
Annual Funding Amount**

Services	Funding Amount	Monthly Amount	UOS BD or SAH	Rate	# clients to be served	Slots
NRC Adult - Residential	\$137,707	\$11,476	1565	\$88.00	8	4
County Adult-Residential	\$57,311	\$4,776	651	\$88.00	4	2
NRC Perinatal	\$31,955	\$2,663	329	\$97.00	2	1
Strategic Directions 2010 Funding – Perinatal and Child	\$100,503	\$8,375	1036	\$97.00 (perinatal) \$65.00 (child)	6	3
Strategic Directions 2010 Funding - Criminal Justice	\$58,710	\$4,893	667	\$88.00	4	2
Co-occurring Disorders Funding	\$17,355	\$1,446	1260 (SAH)	\$13.77	7	3
TOTAL	\$403,541	\$33,629			31	15

Summary of Funding for (*) Priority Populations FY 2010-11 Annual Funding Amount

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$244,328	\$207,679	85%	\$36,649	15%
Strategic Directions 2010	\$159,213	\$159,213	15%	\$0	0%
TOTAL Funding	\$403,541	\$366,892		\$36,649	

(*) 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 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.

b. 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. Residential Treatment Services

\$77.00 per individual for each bed day provided for CDCI/DCP funded residential alcohol and drug treatment and recovery services.

b. Sober Living Environment Services

\$22.00 per bed day provided for CDCI/DCP funded sober living environment services.

c. 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 urinalysis test.

3. Ryan White CARE Act Funded Services

a. Residential Treatment Services

\$85.31 per individual for each bed day provided for Ryan White CARE Act funded residential alcohol and drug treatment and recovery services, including food, shelter and other basic needs.

C. FEE FOR SERVICE WITH ALLOCATION

1. Bay Area Services Network (BASN)

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor \$35,025 for Residential Treatment Services

- a. \$85.00 per bed day provided for BASN funded residential alcohol and drug treatment and recovery services.

D. REQUIRED FISCAL DOCUMENTATION

1. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Manual.

Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Service League of San Mateo County	Phone:	(650)364-4664
Contact Person:	Mike Nevin, Executive Director	Fax:	(650)365-6817
Address:	727 Middlefield Road Redwood City, CA 94063		

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

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

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

WITNESSETH:

WHEREAS, on June 9, 2009, the parties hereto under Resolution 070156 entered into an agreement, (the "Original Agreement"), for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement for a maximum obligation of \$5,407,580 for the term of July 1, 2009 through June 30, 2011; and

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

WHEREAS, on May 18, 2010, the Chief of the Health System approved a Second Amendment to increase Bay Area Network and services and funding in the amount of \$6,577, for a new maximum obligation \$5,135,757 with no change to the Agreement term; and

WHEREAS, on November 2, 2010, the parties under Resolution 071119 your Board approved a Third Amendment to reduce Net County Funding by \$24,795, reduction taken from SD 2010 Perinatal Residential Services, for a new maximum obligation of \$5,110,962; Reconciliation of services in FY 2008/09, reducing Second Chance Act Re-Entry Allocation funds for residential services by \$61,200 for a new maximum obligation of \$5,049,762; increase Second Chance Act Re-Entry outpatient and intensive day treatment Services by \$24,200 for a new maximum obligation of \$5,073,962; and reduce the administrative fee to the First Offender Program from 10% to 8%, and no change to the Agreement term.

WHEREAS, On March 24, 2011, the parties under Resolution 071362 your Board approved a Fourth Amendment to increase Second Chance Act Re-Entry Residential Services by \$25,000 for a new maximum obligation of \$5,098,962, and 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 Agreement for the Fifth time to reconcile Bay Area Network and services current modality services with funds paid during FY 2010-11 decreasing funds available for FY 2010-11 by the amount of \$2,725 for a new maximum obligation of \$5,096,237, and no change to the Agreement term.

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

3. **A. Maximum Amount:**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A1, and in the

Alcohol and Other Drug Services Policy and Procedure Manual, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B1 and attachments herein for the contract term. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

The total fiscal obligation under this Agreement shall not exceed FIVE MILLION NINETY SIX THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS (\$5,096,237). 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.

B. STRATEGIC DIRECTION 2: SYSTEM-WIDE IMPROVEMENTS

COUNTY FUNDED Residential Services for Clients with Co-occurring Disorders

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

a. Contractor will provide the following County Funded Services:

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

7. Contractor will work collaboratively with AOD to develop a formalized process in identifying COD clients.
8. Contractor will provide quarterly reports delineating progress on the implementation of goals.

Exhibit A2. Section E. is hereby replaced by Exhibit A3 Section E as follows:

E. FEE FOR SERVICE ALLOCATION

1. Second Chance Act Re-Entry Services
In accordance with the AOD Policy and Procedure Manual, contractor will provide the following alcohol and drug treatment and recovery services to clients who have been referred by San Mateo County Re-Entry team or designee.
 - a. Outpatient Treatment Services
 - b. Day Treatment Services
 - c. Residential Treatment Services

Exhibit B2. Section C. 1. is hereby deleted and replaced by Exhibit B3 Section C.1. as follows:

C. FEE FOR SERVICE WITH ALLOCATION

1. Second Chance Act Re-Entry Services
The fees for Second Chance Act Re-Entry funded services shall be as follows:

- a. Outpatient Treatment
 - i. \$30.00 per individual for each one and one half (1½) hour group counseling session provided within the approved treatment period for Second Chance Act Re-Entry funded outpatient alcohol and drug treatment and recovery services.
 - ii. \$40.00 per individual for each one half (1/2) hour individual counseling session provided within the approved treatment period for Second Chance Act Re-Entry funded outpatient alcohol and drug treatment and recovery services.
- b. Level II Day Treatment
\$85.00 per individual for each visit day provided within the approved treatment period for Second Chance Act Re-Entry funded alcohol and drug day treatment and recovery services.

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

1. The Original Flat Rate Agreement between the parties dated June 9, 2009, as amended by a First Amendment on April 13, 2010, by a Second Amendment on May 18, 2010, by a Third Amendment on November 2, 2010, by a Fourth Amendment on April 26, 2011 is amended as set forth herein
1. This Fifth Amendment is hereby incorporated and made a part of the Original Agreement

and subject to all provisions therein.

2. All provisions of the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and 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 9, 2009, as amended on April 13, 2010, on May 18, 2010, on November 2, 2010, April 26, 2011, 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 Fifth Amendment shall not be effective unless set forth in a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Free At Last

By: _____
Gerardo Barragan, Executive Director

Date: _____

**Exhibit A5 - Description of Services
FREE AT LAST**

Alcohol and Drug Treatment Services

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

I. Alcohol and Drug Treatment and Recovery Services

A. STRATEGIC DIRECTION 1: PRIORITY POPULATIONS

1. The base of the funds must be used to serve priority population clients. Specifically:
 - a. 85% of annualized flat rate base funding must serve clients from one or more of Priority Populations as identified in Strategic Directions 2010.
 - b. 15% of the flat rate base funding is discretionary.
 - c. 100% of the Strategic Directions 2010 funding shall be used to fund services for clients in the four priority populations as outlined in the Strategic Directions 2010.

Units of Service – March 1, 2010 – June 30, 2011

Modality	Individuals Served	Units of Service (UOS) – Bed Days (BD)
Second Chance Act Re-Entry Residential	6	534

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

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

Priority Population Funding: UOS Breakdown (Annual)

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

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

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

Priority Population Funding: UOS Breakdown (Annual)

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

2. Best Practices

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

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

3. Client-Centered Continuum of Care

Contractor will involve clients in a treatment plan that includes a continuity of care plan beginning with the initial assessment focusing on the client's resources, issues and strengths. A client's relapse plan and other crisis planning will also be incorporated into the treatment plan. The plan will be evaluated and evolve during the course of the client's engagement with the contractor. The plan and the modifications will be documented in the client file. Contractor will also document referrals and linkages to other services and providers. Contractor shall include the following components when developing a treatment plan.

a. Client Involvement

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

b. Crisis Planning

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

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

B. STRATEGIC DIRECTION 2: SYSTEM-WIDE IMPROVEMENTS

1. Co-occurring Disorders (MHSA funding)
 - a. Contractor will continue participation as a Change Agent and will participate in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
 - b. Based on Contractor self-assessment utilizing the COMPASS, (Co-morbidity Program Audit and Self-Survey for Behavioral Health Services) Contractor will continue implementation of COMPASS action plan as recommended by the CCISC. Contractor will provide quarterly progress on implementation.
 - c. Contractor will work to improve COD outcomes by providing the following:
 - i. Contractor will focus on increasing the average length of stay of residential clients with co-occurring disorders by 23% annually through a quality improvement process.
 - ii. Contractor will work with Mental Health to implement joint case conferencing sessions with co-occurring clients as a way to improve treatment
 - iii. retention/client outcomes.
 - iv. Contractor program counselors/staff will complete and implement a minimum of two (2) trainings in the areas of co-occurring disorders per fiscal year, during the term of the contract.
 - v. All program staff/counselors will complete a minimum of one training focusing on eating disorders and will incorporate the skills and knowledge gained as part of the treatment program by June 30, 2010.
 - vi. Contractor program counselors/intake counselors will implement and consistently use the updated intake screening form as a tool to identify mental health issues in clients early in treatment.
 - vii. Contractor will provide AOD updates of trainings received and the implementation of trainings received on a quarterly basis.
2. Standards of Care
 - a. There is a need for a coordinated system of treatment services within San Mateo County for those with substance abuse problems. The County has identified specific standards of care for treatment services which incorporate scientific research and clinical practice. Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein
 1. Screening and Assessment Standards
 2. Treatment Standards of Care that incorporate Evidence Based Treatment Standards.
 - b. Contractor will develop an analysis of program elements which align with the Standards of Care by September 1, 2009.
 - c. Contractor shall submit training and technical assistance needs to BHRS no later than October 1, 2009.

- d. Contractor will report quarterly on progress towards Standards of Care
3. AOD Policy Implementation

AOD Services implements new policies to advance the quality of treatment services and to align with scientific and clinical research about best practices in substance abuse treatment. Contractors shall also develop guidelines and procedures consistent with County Policy and continue staff training and development of policy adherence. The following new policies were effective July 1, 2008: Medications, Relapse, and Narcotic Replacement Therapy Policies.

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

C. STRATEGIC DIRECTIONS 3: BUILDING CAPACITY

1. Quality Improvement Program

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

 - a. Use the Plan-Do-Study-Act (PDSA) rapid change cycle process as at least one component of the organizational Quality Improvement program. This process improvement initiative must focus on improving client outcomes.
 - b. 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 shall incorporate client feedback by implementing the AOD client satisfaction survey. Contractor will develop and implement a client satisfaction survey review process by August 1, 2009, and will use client feedback in conjunction with the agency’s overall QI process,
 - b. Contractor will report to BHRS on the status of the client feedback process and outcomes on a quarterly basis.

D. FEE FOR SERVICE

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. SB223 drug testing

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

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who have been referred by the San Mateo County Drug Court Team(s):

- a. Outpatient Treatment Services
- b. Day Treatment Services
- c. Residential Treatment Services
- d. Drug Testing

3. Ryan White CARE Act funded services

In accordance with the AOD Policy and Procedure Manual, contractor will provide the following alcohol and drug treatment and recovery services to clients who have been referred by the Ryan White Case Manager. The maximum length of stay is 90 days and an extension beyond a 90 day period may be granted only by written approval from the Alcohol and Other Drug Services (AOD) Administrator, pursuant to a Contractor's written request outlining and justifying the client's clinical need. Requests must be submitted by 1-month prior to the 90 day maximum.

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

E. FEE FOR SERVICE ALLOCATION

1. Bay Area Services Network (BASN)

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

2. SOBER LIVING ENVIRONMENT (SLE) Units of Service

a. Program participants must be admitted through BASN specific case management authorization from BASN specific residential treatment services. Contractor will provide the following services:

- i. Contractor will provide a total of two hundred forty-nine (249) units of service of BASN sober living environment (SLE) transitional housing to a minimum of two
 - ii. (2) BASN program participants annually during the term of the Agreement.
- b. Outpatient Alcohol and Drug Treatment Units of Service:
Contractor will provide a maximum of one hundred eighty (180) days of the following BASN outpatient alcohol and drug treatment services per program participant for individuals referred to the BASN outpatient program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.
- i. Admit to Contractor's BASN outpatient alcohol and drug treatment program a minimum of two (2) program participants annually.
 - ii. Provide three hundred sixty-five (365) hours dedicated to BASN outpatient services to BASN program participants annually.
- 3 . BASN Residential Alcohol and Drug Treatment Units of Service:
- a. Admit a minimum of two (2) BASN residential alcohol and drug treatment program participants per year for the term of the Agreement.
 - b. Contractor will provide a maximum of one hundred eighty (180) days of BASN residential treatment per program participant per year for the term of Agreement, for individuals referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services. Contractor will provide a maximum of three hundred sixty five (365) bed days of BASN residential treatment per year.

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

Contractor shall provide the following alcohol and drug treatment and recovery services to clients who have been referred by the San Mateo County Re-entry team or designee.

Second Chance Act Residential Services shall include:

1. A total of 534 days of residential alcohol and drug treatment and recovery services to a minimum of 6 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 than a total of ninety (90) days to each client referred by the Re-Entry Case Manager. An extension beyond the 90 day period may be granted only by written approval from the Re-Entry Team, pursuant to the Contractor's written request outlining and justifying the client's clinical need. Requests must be submitted at least one month prior to the end of the original 90 day period.
4. Contractor will work in partnership with the re-entry team on continued bed utilization, treatment planning and reporting needs.
5. Contractor will provide attendance and progress reports to the re-entry case manager and supervising probation officer from the re-entry team, on a monthly basis.

G. DESCRIPTION OF UNIQUE PROGRAM

Contractor will provide the following treatment services: Outpatient Services, and Residential

Treatment Services for men, women and women with children.

Residential Treatment Programs are highly structured programs lasting 7 to 9 months and are based on the 12-Steps Recovery Fellowship. Residential Program includes:

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

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

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

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

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

H. NON-REIMBURSABLE SERVICES

1. Driving Under The Influence (DUI)

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the DUI program services to clients who have been referred by the Department of Motor Vehicles, Probation, and the Superior Courts.

I. EVIDENCE-BASED PRACTICES

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

**EXHIBIT B5 – PAYMENTS AND RATE OF PAYMENTS
FREE AT LAST**

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

I. Alcohol and Drug Treatment and Recovery Services

A. FIXED RATE Negotiated Rate Contract (NRC):

In full consideration of the funded alcohol and drug treatment services provided to clients who lack the necessary resources to pay for all, or part of these services themselves. The County will pay Contractor the total contract amount in twenty four (24) monthly payments in a manner as outlined in the charts below. County will pay Contractor's monthly payment within (thirty) 30 days, upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Manual.

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

Services	Funding amount	Monthly amount	Units Of Service	Rate	# clients to be served	Slots
Second Chance Act Re-Entry Residential Mar. – Oct. 2010	\$20,400 Flat Rate Basis	\$5,100	240	\$85.00	3	2
Second Chance Act Re-Entry Residential Nov. 2010- Jun. 2011	\$25,000 Fee-for-Service Basis	N/A	N/A	\$85.00	N/A	N/A

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

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

Summary of Funding for Priority Populations FY 2009-10

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

July 1, 2010- June 30, 2011 Annual Allocation

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be served	Slots
NRC Perinatal Residential (Women w/ children ages 17 and under)	\$177,830	\$14,819	1824	\$97.49	8	4
County Residential	\$227,469	\$18,956	2954	\$77.00	16	8
NRC Outpatient	\$43,167	\$3,597	890	\$48.50	8	3
Strategic Directions 2010 Funding-Perinatal Residential (Women w/ children ages 5 and under) and Second Chance Re-Entry *Pending IOP Certification	\$78,205	\$8,583	1057	\$97.45	3 Perinatal; 1 Second Chance Re-Entry	2
Strategic Directions 2010 Funding-Residential	\$41,200	\$3,433	535	\$77.00	4	2
Strategic Directions 2010 Funding-Outpatient	\$10,300	\$858	212	\$48.50	2	1
Mental Health Services Act (MHSA) Funding	\$31,404	\$2,617	419		3	
TOTAL	\$ 609,575	\$562,389	Beds-7090 SAH-1102	N/A	52	22

Summary of Funding for Priority Populations FY 2010-11

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$479,870	\$407,889	85%	\$71,981	15%
Strategic Directions 2010	\$129,705	\$129,705	100%	N/A	0%
TOTAL Funding *	\$609,575	\$537,594	N/A	\$71,981	N/A

B. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to

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

1. SACPA and SACPA OTP Funded Services

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

- a. Level I Standard Outpatient Treatment and Level I Plus Additional Outpatient Treatment
 - i. \$30.00 per individual for each one and one half (1½) hour group counseling session provided within the approved treatment period for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
 - ii. \$40.00 per individual for each one half (1/2) hour individual counseling session provided within the approved treatment period for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
 - iii. \$80.00 per individual for each one (1) hour intake assessment provided for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
 - iv. \$80.00 per individual for each one (1) hour exit assessment provided for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
- b. Level II Day Treatment
\$85.00 per individual for each visit day provided within the approved treatment period for SACPA and SACPA OTP funded alcohol and drug day treatment and recovery services.
- c. Level III Residential Treatment
\$80.00 per individual for each bed day provided within the approved treatment period for SACPA and SACPA OTP funded residential alcohol and drug treatment and recovery services, including food, shelter and other basic needs.
- d. SB223 Drug Testing
The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan. Total cost reimbursed, including the administrative fee, will not exceed \$30.00 per screen.

2. CDCI and DCP Grant Funded Services

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

- a. Outpatient Treatment Services
\$38.20 per individual for each one (1) hour individual and/or group counseling session provided for CDCI/DCP funded outpatient alcohol and drug treatment and recovery services.
- b. Day Treatment Services \$85.00 per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.
- c. Residential Treatment Services
\$77.00 per individual for each bed day provided for CDCI/DCP funded residential alcohol and drug treatment and recovery services.
- d. Drug Testing
The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan. Total cost reimbursed, including the administrative fee, will not exceed \$30.00 per screen.

3. Ryan White CARE Act Funded Services

a. Outpatient Treatment Services

\$60.00 per individual for each one (1) hour individual and/or group counseling session

provided for Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services.

b. Residential Treatment Services

\$80.00 per individual for each bed day provided for Ryan White CARE Act funded residential alcohol and drug treatment and recovery services, including food, shelter and other basic needs.

C. FEE FOR SERVICE WITH ALLOCATION

1. Bay Area Services Network (BASN)

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor \$12,223 annually for Outpatient Treatment Services, \$30,258 annually for Residential Treatment Services and \$2,750 annually for SLE Services.

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

D. FLAT RATE SERVICES SECOND CHANCE RE-ENTRY FUNDING

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

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

- a) Name of individual, DAISY ID numbers, dates services were provided including admission and discharge dates, and the number of bed-days provided each month for each individual.
- b) Monthly invoices shall be submitted by the tenth (10) day of the month following the month services were provided.

E. NON-REIMBURSABLE SERVICES

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

1. First Offender Programs

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator an eight percent (8%) administrative fee for FOP of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and State administrative fees for the FOP.

F. REQUIRED FISCAL DOCUMENTATION

- 1. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
- 2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Manual.

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

I. CONTRACTOR INFORMATION

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

II. EQUAL BENEFITS (check one or more boxes)

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

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

III. NON-DISCRIMINATION (check appropriate box)

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

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

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

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

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

Signature

Name

Date

Title

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Free At Last
Name of 504 Person - Type or Print

Free At Last
Name of Contractor(s) - Type or Print

1796 Bay Road
Street Address or P.O. Box

East Palo Alto, CA 94303
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."