

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
VOICES OF RECOVERY SAN MATEO COUNTY**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and VOICES OF RECOVERY 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;

WHEREAS, the parties entered into an Agreement on June 21, 2016 for consumer-operated self-help and peer-support, and wellness and recovery services, for the term July 1, 2016 through June 30, 2018, in an amount not to exceed \$522,526; and

WHEREAS, the parties wish to amend the Agreement to increase the contract maximum by \$154,756, to a new maximum of \$677,282.

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SIX HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS (\$677,282).

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.
3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.
4. All other terms and conditions of the agreement dated June 21, 2016, between

the County and Contractor shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

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

VOICES OF RECOVERY SAN MATEO COUNTY

Raymond Mills
Contractor's Signature

Date: 7-22-16

EXHIBIT A1 – SERVICES
VOICES OF RECOVERY SAN MATEO COUNTY
FY 2016 – 2018

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Recovery Support Services

1. Voices of Recovery San Mateo County (VORSMC) will operate as an independent organization for recovery support services. Contractor shall provide recovery support services and other duties as assigned. In addition, Contractor shall provide a work plan of these services as approved by the Director of Behavioral Health and Recovery Services (BHRS). Such services shall be in collaboration with the San Mateo County recovering community, clients, Alcohol and Other Drug (AOD) providers, and San Mateo County BHRS AOD staff. Any changes to services, or outreach and educational activities, described herein must be approved by the Director of BHRS or designee.
2. Target Population will include individuals and family members who are interested in or seeking, long term recovery from substance abuse disorders.
3. Services shall be provided as described below in a manner consistent with the terms and conditions of this Agreement.
 - a. Administrative
 - i. Contractor shall report on the agencies strategic plan for operation and continued development by January 1st.
 - ii. Organizational plan shall include cultural infrastructure and environmental aspects that will foster the development and promote the mission of VORSMC to provide quality recovery support services.
 - iii. Contractor shall maintain a Board of Directors that meets the needs of the By-laws of the agency.
 - b. Training
 - i. Contractor shall submit a staff training plan that includes scope of services, fiscal and administrative policies and procedures.

- ii. Contractor shall provide oversight management and training needs in partnership with BHRS.
- c. Recruitment/Outreach
 - i. Contractor shall recruit, train, and provide a management plan for VORSMC volunteers and participants
 - ii. Contractor shall provide an outreach plan that includes the identification of new participants/volunteers.
- d. Supervision
 - i. Provide one (1) FTE Executive Director to manage operation of the organization.
 - ii. Provide one (1) FTE to work under the direction of the Program Director to oversee coordination of day to day operations and program administration. Such administrative duties shall include: human resources, program development and administrative needs.
- e. Program Schedule
 - i. A minimum of one (1) peer-led support group per week promoting wellness in Recovery.
 - ii. Provide monthly social activities for the recovery community.
 - iii. Provide center activities a minimum average of two (2) days per week. Activities can include training, outreach planning and VORSMC committee meetings.
 - iv. A schedule of program activities and an unduplicated count of participants shall be reported on a monthly basis.
- f. Registration
 - i. VORSMC will have a registration procedure for each member. Registration information will include the following:
 - 1) Member name
 - 2) Family member(s) name(s), address, and phone number for each name
 - 3) Emergency contact information for each name
 - 4) Referral source (agency, staff name and phone number if available)
 - 5) Race and/or ethnicity
 - 6) Preferred language(s) spoken

- ii. All services shall be culturally and linguistically appropriate for the diverse cultural communities of the County.

B. Criminal Justice Realignment

1. A VORSMC staff member will meet with Service Connect Consumers at 550 Quarry Road, San Carlos, at a designated time to recruit VORSMC participants. This meeting will be held once a week, for up to two (2) hours.
2. Contractor will provide Wellness Recovery Action Plan (WRAP) groups conducted by certified facilitators.
3. Contractor will conduct weekly WRAP group sessions with eight (8) to ten (10) realignment participants. Each WRAP group session will run for a nine (9) to ten (10) week cycle.
4. Contractor will be responsible for conducting four (4) WRAP cycles and each WRAP cycle will run for nine (9) to ten (10) weeks. Contractor will identify a minimum of twenty-five (25) participants with completed individualized WRAP plans.
5. Contractor will be available to consult with Service Connect staff to develop outreach strategies for engaging realignment participants in WRAP planning.
6. Contractor's goals will assume adequate access to the realignment population for purposes of recruitment.

C. Drug Court and 11550 Funded Services

The WRAP group described below is a self-managed recovery system developed to incorporate wellness tools and strategies. WRAP is designed to:

1. Strengthen the recovery process
2. Assist in achieving life goals and dreams
3. Increase personal empowerment
4. Decrease and prevent intrusive or troubling feelings and behaviors
5. Improve the quality of life

Contractor shall provide WRAP group sessions to Drug Court clients as they re-integrated back into the community, during the Aftercare phase of treatment. Each WRAP group session will be made up of ten (10) to sixteen (16) Drug Court participants, and run for eight (8) to ten (10) weeks. Contractor shall provide a total of five (5) WRAP group sessions.

D. Health and Wellness Groups/Support/Activities in Collaboration with Total Wellness

Services shall be provided under the direction and supervision of the Executive Director of VORSMC. The Executive Director will meet monthly with the Total Wellness Unit Chief to ensure communication and coordination of services.

1. Training

- a. The Executive Director and at least three (3) VORSMC staff will complete Health and Wellness formal training and/or WRAP facilitator training.
- b. VORSMC staff will participate in regular monthly consultation meetings.
- c. Training will include tobacco education, healthy eating, and physical exercise.

2. Wellness Services at BHRS Sites

- a. Contractor will hire, ensure training, and supervise VORSMC employees (Wellness Coaches) who will work at BHRS service sites in collaboration with the Total Wellness program (TW).
- b. Contractor will provide seventeen (17) hours of direct service per week by the wellness coaches at Central County and South County for the term of the Agreement. Specific times and dates will be arranged through mutual agreement.
- c. Contractor will provide (2) hours of supervision, meeting for each wellness coach per week by VORSMC Executive Director or his designated supervisor.
- d. Assignments for the Wellness Coach may include: wellness calls, reminder calls, individual coaching or group WRAP support, Health and Wellness group activity, set up and clean up, assistance with food fairs and education forums,

walking groups, cooking classes, and other social or education groups and activities.

- e. Specific on-site work assignments can be given to VORSMC Wellness Coaches by TW Supervisors and Nurses.
- f. Job duties and performance expectations and concerns are as follows:
 - i. Potential concerns or problems need to be discussed by the VORSMC Executive Director and TW Unit Chief.
 - ii. The Executive Director of VORSMC will have the sole responsibility of reviewing performance and personnel issues of the Voices of Recovery Wellness Coaches with input and recommendations from TW Unit Chief.
 - iii. BHRS reserves the right to request the VORSMC Executive Director to replace a Wellness Coach. All attempts will be made to give the VORSMC Executive Director at least fourteen (14) days' notice of a serious concern with a Health and Wellness Coach.

3. Health and Wellness Groups and Activities

- a. Contractor will provide additional Health and Wellness activities, education and support groups at the VOCSMC office to its members twice per week, totaling one hundred (100) health and wellness group activities per year.
- b. Each group or activity will follow a practice based model of WRAP or Health Education, or be guided by established health education practice.
- c. Groups will be facilitated by two (2) VORSMC staff, one (1) of whom is a trained WRAP facilitator or a Health and Wellness model graduate.
- d. A schedule of these groups must be distributed monthly and be made available to the Total Wellness Unit Chief with the monthly invoice.
- e. Attendance for these group activities must be recorded and distributed to the Total Wellness Unit Chief with the monthly invoice.

4. Health and Wellness Coordinator

- a. Contractor will hire one (1) part-time staff to coordinate all health and wellness activities that are co-sponsored by Total Wellness and VORSMC. The coordinator will carry out the following functions including but not limited to recruitment, marketing of the health and wellness groups and activities, tracking and evaluating the on-going needs and effectiveness of these wellness activities, as well as managing the related logistics and operations of these activities such as billing and invoicing.
- b. The coordinator will be responsible for all health and wellness activities including but not limited to WRAP, smoking cessation, weight management and exercises, nutrition groups, etc. for the VORSMC members (who may also be Total Wellness members) under the supervision of the VORSMC Executive Director.
- c. The coordinator will participate in health and wellness trainings that are also provided to all Total Wellness VORSMC coaches. In addition, the coordinator will co-facilitate Total Wellness' health and wellness groups whenever such a need arises as a result of any VORSMC coaches' absenteeism.
- d. The coordinator will serve as liaison between VORSMC and Total Wellness, which include but not limited to, attending planning meetings, training, coaching activities, etc. In addition, the coordinator will also serve as a liaison between VORSMC and other community based organizations on an as-needed basis.
- e. The coordinator will assist the VORSMC's Executive Director in day-to-day administrative and operational functions at VORSMC site under the supervision of the VORSMC Executive Director. These administrative functions may include, but not limited to, report writing, composing correspondences, purchase requisition and office supply ordering, billing and invoicing, etc.
- f. The coordinator reports directly to VORSMC Executive Director. The Total Wellness Unit Chief will participate in the interview and hiring process for this position, as well as provide on-going feedback to VORSMC Executive Director regarding the performance of the coordinator. VORSMC Executive Director holds the sole responsibility of the hiring and dismissing, if needed.

E. Wellness Recovery Action Plan

1. Parent Project

- a. Contractor shall facilitate one (1) ten (10) week WRAP group to graduates of the Parent Project.
- b. Each group or activity will follow a practice based model of WRAP.
- c. Groups will be facilitated by two (2) Voices of Recovery staff certified as a WRAP facilitator. Contractor will provide handouts and snacks. Contractor will provide appropriate documentation of participants including application forms, sign-in sheets and attendance sheets.

2. BHRS Training

Contractor shall provide WRAP Training to BHRS staff and contractors to include the following:

- a. Facilitate the monthly WRAP Facilitator meeting, including preparing the agenda and writing minutes of the meeting.
- b. Provide support and encouragement to WRAP Facilitators—answer questions and get resources in one-on-one meetings, phone calls, and emails as needed.
- c. Co-facilitate WRAP groups with newly certified WRAP Facilitators who need extra support as needed.
- d. Facilitate WRAP self-care groups for BHRS and contract staff such as the Holiday WRAP for staff and 2-3 hour team specific trainings. (6 team trainings and one larger training for staff per year)
- e. Provide orientations to WRAP for BHRS intern orientation and other staff orientations.
- f. Table at community events to promote WRAP (e.g. Recovery Resource Fair, the Recovery Happens Picnic, May Mental Health Awareness Month kickoff event, and other events as needed).
- g. Organize an annual WRAP half-day retreat.
- h. Market WRAP to the BHRS community through writing 2 Wellness Matters articles, 4 blogs, posting up-to-date WRAP information on the BHRS website, and developing and maintaining brochures in English and Spanish, etc.
- i. Generate WRAP outcomes: 1) unduplicated persons attending WRAP groups, 2) number of groups per year, 3) number of trained facilitators, and 4) number of facilitators actively doing groups.

- j. Maintain a list of closed and open WRAP groups and post them online.
- k. Produce annual WRAP report at the end of the fiscal year.
- l. Organize WRAP Trainings: logistics, trainers, applications and all materials needed for the training.
 - i. WRAP two-day training (1-2 times per year)
 - ii. WRAP five-day certification training (1-2 times per year)
 - iii. Re-certification training (required every two years to maintain certification) (1 time per year)
- m. Assist individuals applying for an Advanced Facilitator Training by
 - i. Reviewing requirements
 - ii. Providing feedback on written application
 - iii. Assisting with the 20-minute videotape requirement
 - iv. Collecting evaluations
- n. Assist in collecting surveys/data as needed (e.g. pre and post-tests) for WET/ODE
- o. Stay up-to-date and in contact with the Copeland Center in order to report back changes in curriculum requirements to WRAP facilitators and BHRS.

F. Moving Expenses

On Friday, July 8, 2016, Contractor temporarily moved from 310 Harbor Blvd., Belmont to 262 Harbor Blvd, Belmont while renovations are being made to the County owned building. County shall reimburse Contractor for such moving expenses as described in Exhibit B1.I. G. Moving Expenses.

II. ADMINISTRATIVE AND REPORTING REQUIREMENTS

- A. Contractor shall report monthly progress, and will be included with the monthly invoice for payment. Such reporting shall be submitted as follows to the Health Services Manager at pnannizzi@smcgov.org, pending approval of payment. Reporting shall include the following:
 - 1. Outreach plan identifying new participants/volunteers.
 - 2. Detailed description of educational, outreach and peer support groups promoting wellness and recovery.
 - 3. Provide monthly the number of social activities and a detailed description of social activities for the recovery community.
 - 4. Detailed description of center schedule and activities.

5. Provide a monthly schedule of program activities and an unduplicated count of participants shall be reported on a monthly basis.
6. Provide a monthly schedule of program activities and an unduplicated count of Drug Court participants shall be reported on a monthly basis.

B. Program Attendance

Contractor shall keep records for all services offered. Contractor shall provide to County the total number of participants in all programs/activities monthly, as well as an unduplicated count of participants in programs/services monthly.

C. Quality Management and Compliance

1. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

2. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

3. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

4. Compliance with HIPAA, Confidentiality Laws, and PHI Security

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
 - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

5. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

6. Ineligible Employees

BHRS requires that Contractors identify the eligibility status of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below.

The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

a. Office of Inspector General

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 of San Mateo 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: <http://exclusions.oig.hhs.gov/>.

7. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

8. Fingerprint Compliance

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 or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals 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 or others who receive services through this Agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

9. Minimum Staffing

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to

County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

D. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30 of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
- e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and

linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

Goal 1: Increase client participation in peer support/recovery activities.

Objective 1: Contractor shall increase client attendance to peer support/recovery activities by ten percent (10%) from the prior year.

Data collection to be completed by Contractor.

Goal 2: Outreach to referral agencies such as, but not limited to, Probation Department, specialty courts, NAMI and other agencies.

Objective 2: Contractor shall make outreach presentations to at least ten (10) different agencies annually.

*** END OF EXHIBIT A1 ***

EXHIBIT B1 – PAYMENTS AND RATES
VOICES OF RECOVERY SAN MATEO COUNTY
FY 2016 – 2018

In consideration of the services provided by Contractor in Exhibit A1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed SIX HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS (\$677,282).

B. Recovery Support Services

For Recovery Support Services as described in Paragraph A of Exhibit A1, County shall be obligated to pay a maximum of THREE HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED FORTY-EIGHT DOLLARS (\$377,948).

1. For the term July 1, 2016 through June 30, 2017, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or FIFTEEN THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS (\$15,748).
2. For the term July 1, 2017 through June 30, 2018, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or FIFTEEN THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS (\$15,748).

C. Criminal Justice Realignment

For Criminal Justice Realignment Services as described in Paragraph B of Exhibit A1, County shall be obligated to pay a maximum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000).

1. For the term July 1, 2016 through June 30, 2017, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$3,125).
2. For the term July 1, 2017 through June 30, 2018, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$3,125).

D. Drug Court and 11550 Funded Services

County shall be obligated to pay a maximum of FIFTY-SIX THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS (\$56,554), for services described in Paragraph C of Exhibit A1. Services will be reimbursed on a fee for service basis. Contractor shall submit an itemized list of services provided for the billing month.

1. For the term July 1, 2016 through June 30, 2017, Contractor shall be paid a total of TWENTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$28,277).
2. For the term July 1, 2017 through June 30, 2018, Contractor shall be paid a total of TWENTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$28,277).

E. Health and Wellness

For Health and Wellness Services as described in Paragraph D of Exhibit A1, County shall be obligated to pay a maximum of ONE HUNDRED SIXTEEN THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$116,280).

1. FY 2016 – 2017
 - a. Contractor shall be reimbursed at a rate of TWENTY-TWO DOLLARS AND FIFTY-NINE CENTS (\$22.59) per hour, for an average of eleven (11) hours per week, not to exceed TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$25,500) for the Wellness Coordinator.
 - b. Contractor shall be reimbursed at a rate of FIFTEEN DOLLARS AND SEVENTY-SIX CENTS (\$15.76) to SEVENTEEN DOLLARS AND EIGHTY-SIX CENTS

(\$17.86) per hour of work performed by the Wellness Coaches. In addition, Contractor will be paid two (2) hours per coach, per week, to cover the administrative cost and related staff benefits. The total cost shall not exceed TWENTY-TWO THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$22,440) for the Wellness coaches.

- c. Contractor shall be paid at a rate of ONE HUNDRED FIVE DOLLARS AND SIX CENTS (\$105.06) per Wellness Group/Activity, not to exceed TEN THOUSAND TWO HUNDRED DOLLARS (\$10,200).

2. FY 2017 – 2018

- a. Contractor shall be reimbursed at a rate of TWENTY-TWO DOLLARS AND FIFTY-NINE CENTS (\$22.59) per hour, for an average of eleven (11) hours per week, not to exceed TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$25,500) for the Wellness Coordinator.
- b. Contractor shall be reimbursed at a rate of FIFTEEN DOLLARS AND SEVENTY-SIX CENTS (\$15.76) to SEVENTEEN DOLLARS AND EIGHTY-SIX CENTS (\$17.86) per hour of work performed by the Wellness Coaches. In addition, Contractor will be paid two (2) hours per coach, per week, to cover the administrative cost and related staff benefits. The total cost shall not exceed TWENTY-TWO THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$22,440) for the Wellness coaches.
- c. Contractor shall be paid at a rate of ONE HUNDRED FIVE DOLLARS AND SIX CENTS (\$105.06) per Wellness Group/Activity, not to exceed TEN THOUSAND TWO HUNDRED DOLLARS (\$10,200).

- 3. Contractor shall submit a monthly invoice that details a summary of charges for the month of service and include the Wellness Coordinator, the Wellness coaches and the Wellness Groups/Activities. Contractor shall be paid on a fee-for-service basis for all the Health & Wellness Services listed above.

F. Wellness Recovery Action Plan

For Wellness Recovery Action Plan (WRAP) Services as described in Paragraph E of Exhibit A1, County shall be obligated to pay a maximum of FORTY-NINE THOUSAND DOLLARS (\$49,000).

1. Parent Project

- a. Upon completion, County shall pay Contractor a maximum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500), for the facilitation of one (1) ten (10) week WRAP group, for the term July 1, 2016 through June 30, 2017. Contractor shall submit an itemized list of services provided for the billing month.
- b. Upon completion, County shall pay Contractor a maximum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500), for the facilitation of one (1) ten (10) week WRAP group, for the term July 1, 2017 through June 30, 2018. Contractor shall submit an itemized list of services provided for the billing month.

2. BHRS Training

- a. For the term July 1, 2016 through June 30, 2017, Contractor shall be paid one-twelfth (1/12th) per month or ONE THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$1,666.67). Contractor shall submit an itemized monthly invoice that details a summary of charges for the month of service.
- b. For the term July 1, 2017 through June 30, 2018, Contractor shall be paid one-twelfth (1/12th) per month or ONE THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$1,666.67). Contractor shall submit an itemized monthly invoice that details a summary of charges for the month of service.

G. Moving Expenses

The maximum amount that County shall be obligated to pay for moving expenses shall not exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500). Contractor shall submit an itemized invoice for reimbursement and is subject to approval by the BHRS Manager.

H. Not used.

I. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

J. Modifications to the allocations in Paragraph A of this Exhibit B1 may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

- K. The Chief of the Health System or designee 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.
- L. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- M. In the event this Agreement is terminated prior to June 30, 2018, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- N. Monthly Invoice and Reporting

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received one hundred eighty (180) days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.

Claims and reports are to be sent to:
(Recovery Support Services, Criminal Justice Realignment, and Drug Court)

County of San Mateo
Behavioral Health and Recovery Services
BHRS – AOD Analyst
310 Harbor Blvd., Building E
Belmont, CA 94002

Claims and reports are sent to:
(Health and Wellness and Wellness Recovery Action Plan)

County of San Mateo
Behavioral Health and Recovery Services

225 37th Avenue, Third Floor
San Mateo, CA 94403

O. 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.

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

Q. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

R. Cost Report

Contractor will submit to County a final/year-end Cost Report no later than August 20, 2017 for fiscal year 2016 – 2017.

S. Invoice Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A1 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____ 20____

Signed _____ Title _____

Agency _____”

*** END OF EXHIBIT B1 ***