

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

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FREE AT LAST 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 ("Original Agreement") for professional services on September 27, 2011 for a maximum obligation of \$1,709,831; and

WHEREAS, on February 14, 2012, your Board approved an amendment to the Agreement, decreasing the maximum obligation by \$48,045 to a new maximum of \$1,661,786; and

WHEREAS, on May 22, 2012, this Board approved an amendment to the Agreement increasing the maximum obligation by \$288,045 to a new maximum of \$1,949,831; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a third time to increase the maximum obligation by \$1,585,508 to a new maximum of \$3,535,339 and extend the term of the Agreement to June 30, 2013.

WHEREAS, the parties wish to Amend and clarify that Original Agreement.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner

specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS (\$3,535,339).

2. Paragraph 4. Term and Termination is hereby deleted and replaced with the Paragraph 4. Term and Termination below:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2013.

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

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

3. Exhibit A is hereby deleted and replaced with the Exhibit A attached hereto.
4. Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
5. All other terms and conditions of the Original Agreement between the County and Contractor shall remain in full force and effect.

Signature page to follow.

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

\_\_\_\_\_  
Contractor's Signature

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

EXHIBIT A – SERVICES  
FREE AT LAST  
FY 2011 – 2013

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Fixed Rate Services

A description of the following services is outlined in the AOD Provider Handbook located at: <http://www.aodsystems.com/SMC/index.htm>.

1. Perinatal Residential
2. Outpatient Treatment
3. County Residential Treatment
4. Mental Health Services Act Co-Occurring
5. MCE County Match

B. Fee For Service

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, incorporated by reference herein. Reimbursement is contingent upon client eligibility and compliance with referral and authorization procedures as outlined in the AOD Provider Handbook.

1. Drug Court Funded Services

a. Outpatient Treatment Services

One (1) hour individual and/or group counseling session provided for Drug Court/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.

b. Day Treatment Services

Day Treatment Services per individual for each visit day provided for Drug Court/Cal-EMA 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.

d. Aftercare Treatment Services

Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for Drug Court/Cal-EMA funded aftercare alcohol and drug treatment and recovery services.

e. Sober Living Environment (SLE)

SLE services are per individual for each day and shall not exceed thirty (30) days without prior written authorization from the referring team. Contractor shall require individual to be concurrently enrolled in outpatient or day treatment alcohol and drug treatment and recovery services, with a minimum of three sessions per week.

- f. Residential  
Residential Treatment Services per day shall not exceed ninety (90) days unless prior authorization is given by referring team.

## 2. Achieve 180 Re-Entry Services

- a. Outpatient Treatment Services
  - i. One and one half (1½) hour group counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
  - ii. One half (1/2) hour individual counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
- b. Residential Treatment Services  
Residential treatments services per day shall be provided for a maximum of ninety (90) days.

## 3. Ryan White CARE Act funded Services

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

## 4. Criminal Justice Realignment

Contractor shall provide authorized services to individuals meeting the Criminal Justice Realignment (CJR) eligibility criteria as determined by AB 109 and AB 117 and referred by the CJR program.

Substance use disorder (SUD) treatment shall be provided to eligible offenders based on treatment need with available funding resources. A full continuum of SUD treatment services are available to CJR clients based on assessed treatment need.

- a. Outpatient Treatment Services  
A minimum of one group counseling session, of one and one half (1½) hours per week will be provided to each approved and authorized CJR participant and funded as part of CJR outpatient alcohol and drug treatment and recovery services.
- b. Residential Treatment Services  
Bed days provided for CJR referred individuals for alcohol and drug treatment

and recovery services, including food, shelter and other basic needs.

Contractor will track and report all CJR client services in accordance with the local Community Corrections Partnership (CCP) requirements as described in the AOD Provider Handbook.

5. Medicaid Coverage Expansion (MCE) Health Coverage

Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. Substance use treatment modalities provided under the MCE program include:

- a. Outpatient Services
- b. Residential Treatment Services
- c. Treatment Readiness/Pre-Treatment Services
- d. Recovery Management/Continuing Care Services
- e. Perinatal Services

6. Fee For Service With Allocation

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, incorporated by reference herein. Reimbursement will be approved only for clients who referred through the formal Bay Area Service Network (BASN) referral process outlined in the AOD Provider Handbook.

a. BASN

Contractor may provide a maximum of one hundred and eighty days (180) of BASN services per BASN referred program participant.

- i. Residential Treatment
- ii. Outpatient Treatment
- iii. Sober Living Environment (SLE)

C. Description of Unique Program Services

1. Residential Treatment Programs are highly structured programs and are based on the 12-Steps Recovery Fellowship. Residential Program includes:

- a. Once a week case management
- b. Once a week Individual sessions
- c. Group Process
- d. 12-Step Meetings
- e. Educational classes incorporating:
  - i. life skills development
  - ii. Communication
  - iii. money management

- iv. reading assistance/tutoring
- v. computer training
- vi. weekly mental health educational sessions
- vii. employment development skills
- viii. family reunification/Parenting skills

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

## 2. Outpatient Treatment Program

Outpatient Treatment Program is a highly structured program lasting six (6) to eight (8) months and 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:

- a. Group process,
- b. Individual sessions
- c. 12-step meetings
- d. Case management
- e. Educational classes that encompass topics on:
  - i. life skills
  - ii. conflict resolution
  - iii. employment readiness training

## D. Non-Reimbursable Services

### 1. Driving Under The Influence (DUI)

In accordance with the AOD Provider 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.

## II. PRIORITY POPULATIONS

Contract funds must be used to serve priority population clients. Specifically, contractor will give priority admission to:

- A. Populations required by Substance Abuse Prevention and Treatment (SAPT) Block Grant;
- B. Clients with MCE health insurance coverage;
- C. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010;

- D. San Mateo County residents who are referred by BHRS;
- E. Referrals from other San Mateo County AOD providers, including the Methadone Clinic, Palm Avenue Detox, and First Chance Sobering Station referrals;
- F. Shelter referrals within San Mateo County;

### III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

#### A. System-Wide Improvements

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

##### 1. Standards of Care

The County has identified specific Standards of Care (SOC) for treatment services, which incorporate scientific research, and clinical practice, which has been proven effective in the provision of services to clients receiving treatment services. SOC are guidelines for providing comprehensive, client centered, culturally competent screening, assessment and treatment for clients with substance abuse and/or substance dependence/addiction or co-occurring disorders.

Contractor will work towards full compliance with the SOC, specifically:

- a. Contractor will continue to develop and implement the activities and achieve the objectives described in the approved San Mateo County AOD SOC implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

##### 2. Continuous Quality Improvement

To enhance the quality and efficiency of services, Contractor will have an established Continuous Quality Improvement (CQI) program. CQI program must include a QI committee made up of staff from all levels that guide the development and implementation of the QI Plan. Contractor has established a mechanism whereby contractors will identify processes and practices at the organizational

level which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment.

- a. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement, quality review, and quarterly utilization.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the Quality Improvement committee. Consideration of client feedback will be incorporated into future QI plans.
- d. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.
- e. Contractors receiving MHSA funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

### 3. Co-occurring/Complex Disorders

Contractor will work to improve treatment outcomes for co-occurring/complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work Plan, or it may be a separate process.
- c. Contractor shall report quarterly to the assigned AOD Analyst on the progress and outcomes of the COD work plan.
- d. Contractors receiving Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

### 4. AVATAR Electronic Health Record

Contractor worked collaboratively with BHRS in the design and implementation of the new system by:

- a. Participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Maintain compliance with all documentation, reporting, billing and all other data requirements as required in the AOD Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

## B. Building Capacity

The County seeks to build capacity and increase access to treatment services for San Mateo County residents. Contractor will work with BHRS to maximize the revenues and increase access to care in the following ways:

### 1. Medicaid Coverage Expansion (MCE)

Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of MCE. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Policy and Procedure Handbook and the BHRS Documentation Manual located at: <http://www.aodsystems.com/SMC/Index.htm>; and <http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.

### 2. Other Revenue Enhancement

Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to Drug Medi-Cal, Minor Consent Medi-Cal, or other new revenues opportunities.

## C. MCE Program Requirements

1. Contractor will screen all incoming clients for health coverage, including MCE eligibility and current MCE enrollment. MCE client eligibility shall be verified prior to service provision;
2. Contractor will facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
3. Contractor will not charge clients with MCE eligibility for substance use treatment services;
4. Contractor will request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;
5. Contractor will document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;
6. Contractor will track and report on services and submit invoices for client MCE services provided following required policies and procedures;
7. Contractor will correct and resubmit disallowed claims;

8. Contractor will ensure that personnel delivering direct services to clients will have the appropriate professional license and/or certification as outlined in the AOD Provider Handbook.

#### 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](mailto: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 Program Manager and the Health Equity Initiatives Manager (HEIM) by September 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;
  - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues; (such as a cultural competence committee)
  - c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation;
  - 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 with clients in a culturally and linguistically appropriate manner);
  - e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives 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.
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 for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31<sup>st</sup>, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (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, the contractor is expected to contact Access Call Center or their BHRS 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 31<sup>st</sup>, copies of Contractor's health-related materials in English and as translated.

5. Technical Assistance

Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM ([jafrica@smcgov.org](mailto:jafrica@smcgov.org)) to plan for appropriate technical assistance.

E. Ineligible Employees

1. Licensed Professional

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

2. All Employees

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: [http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull\\_1.asp](http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp)

F. 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 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.

G. Administering Satisfaction Surveys

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

H. Retention of Records

Paragraph 13 ("Retention of Records") of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary records (including medical and/or clinical records) for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

**EXHIBIT B – PAYMENTS AND RATES  
FREE AT LAST  
FY 2011 – 2013**

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 Payments**

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 twenty-four (24) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the AOD Provider Handbook, the County will pay Contractor's monthly payment within thirty (30) days.

For the term July 1, 2011 through June 30, 2012, Contractor shall be paid in twelve (12) monthly payments of FIFTY THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLARS (\$50,797).

July 1, 2011 – June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Perinatal Residential	\$177,830	\$14,819	\$97.45	1,824	20	5
County Funded Residential Perinatal	\$41,705	\$3,475	\$97.45	428	5	1
NRC Outpatient	\$43,167	\$3,597	\$48.50	890	8	2
County Outpatient	\$27,234	\$2,270	\$48.50	652		
County Funded Residential	\$181,771	\$15,147	\$77.00	2,665	10	5
MCE County Match	\$106,464	\$8,872				
MHSA Funded Co-Occurring Disorders	\$31,404	\$2,617	\$74.95	419	3	1
<b>TOTAL</b>	<b>\$609,575</b>	<b>\$50,797</b>				

For the term July 1, 2012 through June 30, 2013, Contractor shall be paid in twelve (12) monthly payments of FIFTY THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLARS (\$50,797).

July 1, 2012 – June 30, 2013

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Perinatal Residential	\$177,830	\$14,819	\$97.45	1,824	20	5

County Funded Residential Perinatal	\$41,705	\$3,475	\$97.45	428	5	1
NRC Outpatient	\$43,167	\$3,597	\$48.50	890	8	2
County Outpatient	\$29,820	\$2,485	\$48.50	615		
County Funded Residential	\$185,649	\$15,471	\$77.00	2,411	10	5
MCE County Match	\$100,000	\$8,333				
MHSA Funded Co-Occurring Disorders	\$31,404	\$2,617	\$74.95	419	3	1
TOTAL	\$609,575	\$50,797				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION TWO HUNDRED NINETEEN THOUSAND ONE HUNDRED FIFTY DOLLARS (\$1,219,150).

**B. MCE Match and Federal Financial Participation**

**1. MCE Rates**

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as “MCE County Match” within this Agreement. Federal reimbursement fifty percent (50%) is the current published Federal Financial Participation (FFP) percentage. Rates for FY 2012-13 shall be established subsequent to the Agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the Agreement.

**2. MCE Maximum**

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match fifty percent (50%) and FFP fifty percent (50%). The fifty percent (50%) County match is included in the fixed rate payments. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor.

The FFP maximum for the period July 1, 2011 through June 30, 2012, shall not exceed ONE HUNDRED SIX THOUSAND FOUR HUNDRED SIXTY-FOUR DOLLARS (\$106,464).

July 1, 2011 through June 30, 2012

Service	Unit Rate
County Funded Match	\$106,464
Federal Financial Participation (FFP)	\$106,464
TOTAL MCE SERVICE FUNDING	\$212,928

The FFP maximum for the period July 1, 2012 through June 30, 2013, shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000).

July 1, 2012 through June 30, 2013

Service	Unit Rate
County Funded Match	\$100,000
Federal Financial Participation (FFP)	\$100,000
<b>TOTAL MCE SERVICE FUNDING</b>	<b>\$200,000</b>

The maximum payment for MCE services, including both County Match and FFP, shall not exceed FOUR HUNDRED TWELVE THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS (\$412,928).

3. MCE Reporting and Reconciliation

Contractor will provide quarterly reports using County approved service reporting form(s) completed by Contractor or by using County provided service reporting form(s). The reports shall include the following:

1. Total units of service
2. Services delivered

Contractor shall submit to County a year-end billing report no later than ninety (90) days (September 30<sup>th</sup>) after the end of each fiscal year (June 30<sup>th</sup>). This report will include a final determination of eligibility for MCE services and will be the basis for an annual reconciliation.

Reports and invoices shall be sent to:  
AOD Program Analyst  
400 Harbor Blvd. Bldg E  
Belmont, CA 94002

If the final reconciliation shows that an MCE payment was made for services for which eligibility was not in place, Contractor shall reimburse County the FFP portion of the MCE payment(s).

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor up to the difference of what was already paid for services and would be due at MCE rates. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Provider Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment of MCE match. In the event that Contractor exceeds billing target, the County may, at its option, amend the Agreement to increase the amount of MCE match in order to maximize FFP payments.

5. MCE Disallowances

County and Contractor agree that in the event that any MCE services provided by Contractor are disallowed for MCE reimbursement due to: 1) Contractor's failure to provide documentation adequate to support Contractor's services per the AOD Provider Handbook and the BHRS Documentation Manual; 2) Client being ineligible for MCE reimbursement; and/or 3) Contractor's failure to obtain prior authorization for MCE services from the BHRS Access Call Center; then subsequent MCE FFP payments shall be reduced by the amount of the FFP paid for disallowed services, or Contractor shall reimburse the County.

Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County.

C. 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 County shall pay for such services rendered under this Agreement.

For the period July 1, 2011 through June 30, 2012, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the same or similar services shall not exceed EIGHT HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED SEVENTY-EIGHT DOLLARS (\$875,378).

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
Drug Court	Individual / Group Session	\$50.00 Per Staff Hour
	Residential	\$90.00 Per Bed Day
	Sober Living Environment	\$22.00 Per Bed Day
	Aftercare	\$40.00 Per Hour
	Drug Test	\$30.00 Per Screen
Ryan White Funded Services	Outpatient	\$50.00 Per Staff Hour

	Residential	\$90.00 Per Bed Day
Achieve 180	Outpatient	\$50.00 Per Staff Hour
	Residential	\$90.00 Per Bed Day

For the period July 1, 2012 through June 30, 2013, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the same or similar services shall not exceed EIGHT HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED SEVENTY-EIGHT DOLLARS (\$875,378).

July 1, 2012 – June 30, 2013

Funding Source	Service	Unit Rate
Drug Court	Individual / Group Session	\$50.00 Per Staff Hour
	Residential	\$90.00 Per Bed Day
	Sober Living Environment	\$22.00 Per Bed Day
	Aftercare	\$40.00 Per Hour
	Drug Test	\$30.00 Per Screen
Ryan White Funded Services	Outpatient	\$50.00 Per Staff Hour
	Residential	\$90.00 Per Bed Day
Achieve 180	Outpatient	\$50.00 Per Staff Hour
	Residential	\$90.00 Per Bed Day

1. Criminal Justice Realignment (CJR)

a. CJR Clients with MCE Coverage

For all CJR clients who are also MCE beneficiaries, payment for services shall be through the MCE benefit. Designated CJR funding shall provide the required local match to draw down FFP funding. Reimbursement for services will be on a fee for service basis.

Rates for CJR clients with MCE coverage are described in paragraph I.B.1 of this Exhibit B.

b. CJR Clients without MCE Coverage

For individuals referred by the CJR who are non-MCE beneficiaries, reimbursement for services shall be on a fee for services. These services shall be reimbursed in full through designated CJR funds.

Rates for clients who are not eligible for MCE coverage are established in paragraph I.C. of this Exhibit B.

c. CJR Maximum

The maximum payment for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregate amount of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) for the term July 1, 2011 through June 30, 2012.

The maximum payment for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregate amount of TWO HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS (\$278,877) for the term July 1, 2012 through June 30, 2013.

The maximum payment for alcohol and drug treatment services and criminal justice realignment shall not exceed an aggregate amount of TWO MILLION FORTY-SEVEN THOUSAND TWO HUNDRED FORTY-THREE DOLLARS (\$2,047,243).

D. Variable Rate/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 Provider Handbook including additions and revisions, incorporated by reference herein.

For the term July 1, 2011 through June 30, 2012, County shall pay Contractor TWELVE THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS (\$12,154).

July 1, 2011- June 30, 2012

Funding Source	Service	UOS	Unit Rate
BASN Funded Services	Outpatient	84	\$46.00 Per Staff Hour
	Residential	113	\$73.00 Per Bed Day
	SLE	0	\$22.50 Per Bed Day

For the term July 1, 2012 through June 30, 2013, County shall pay Contractor FIFTY THOUSAND THREE HUNDRED TWENTY-EIGHT DOLLARS (\$50,328).

July 1, 2012 – June 30, 2013

Funding Source	Service	UOS	Unit Rate
BASN Funded Services	Outpatient	363	\$46.00 Per Staff Hour
	Residential	360	\$73.00 Per Bed Day
	SLE	327	\$22.50 Per Bed Day

In full consideration of the BASN services provided by Contractor, County shall pay Contractor SIXTY-TWO THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$62,482) for funded Treatment Services.

E. Non-Reimbursable Services

In accordance with the AOD Provider Handbook, DUI/DEJ services are a non-reimbursable service. DUI/DEJ administrative fees must be approved by the County Health System Chief.

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.

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 BHRS AOD program liaison for each fiscal year.
- 2 Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.

G. Contract Maximum

In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS (\$3,535,339).

H. Contract Amendments

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.

I. Early Termination

In the event this Agreement is terminated prior to June 30, 2013, 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.

J. Anticipated Change in Revenue

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.

K. Invoice Certification and Program Integrity

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

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

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

Executed at \_\_\_\_\_ California, on \_\_\_\_\_, 20\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_”

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.

\_\_\_\_\_  
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."

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

**I. CONTRACTOR INFORMATION**

Contractor Name:	Free at Last	Phone:	650-462-6999
Contact Person:	Gerardo Barragan	Fax:	650-462-4055
Address:	1796 Bay Road East Palo Alto, CA 94303	Number of employees:	

**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.
  - Contractor has no employees.
  - Contractor has no employees who live in San Mateo County.

**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

**CONTRACTOR CONTACT INFORMATION SHEET**  
**San Mateo County Behavioral Health and Recovery Services**

Contractor Name: \_\_\_\_\_ Free at Last \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ 1796 Bay Road, East Palo Alto, CA 94303 \_\_\_\_\_

Phone: \_\_\_\_\_ 650-462-6999 \_\_\_\_\_ Fax: \_\_\_\_\_ 650-462-1033 \_\_\_\_\_

**Please provide the name and contact information for the individual responsible for each area below.**

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**Contract Approval:** \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address (if different than above): \_\_\_\_\_

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**Clinical Services/Documentation:** \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address (if different than above): \_\_\_\_\_

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**Performance Outcome Data:** \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address (if different than above): \_\_\_\_\_

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**Billing:** \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address (if different than above): \_\_\_\_\_

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**Cost Report:** \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address (if different than above): \_\_\_\_\_

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SAN MATEO COUNTY  
HEALTH SYSTEM

DECLARATION OF NOTICE OF CONFIDENTIALITY

As an employee, contractor, or associate of San Mateo County Health System, I agree to the following as evidenced by my signature affixed below:

I will not disclose or otherwise discuss Health System patients or clients, their conditions, treatments or status, even if they are known to me personally, with anyone, except to carry out my assigned duties associated with their proper care or treatment.

I will not release information to anyone concerning the financial, medical, or social status of Health System patients or clients which has not first been authorized according to written Health System policies, federal or state regulation, or otherwise properly ordered by legal authorities.

I will not, at any time or under any circumstances, disclose or share any Health System assigned computer system User Identification or password to anyone.

I will not tamper with any Health System computer system to gain unauthorized access to the network or information contained there.

I will take all reasonable care to prevent the unauthorized use, disclosure or availability of confidential and/or proprietary information through unattended screen displays or by mishandling of system generated output, regardless of its form.

I acknowledge that the Health System retains the right to monitor and/or review, at any time and without cause, any access to the Health System computer services for evidence of tampering or misuse, and may, at its sole discretion, suspend or terminate the Health System computer privileges pending administrative review.

I agree to adhere to policies concerning the Health System's computer services and understand that any misconduct and/or breaches of confidentiality expressly described herein may be grounds for immediate suspension of computer privileges. In addition, Health System's administrative actions, up to and including termination of employment or contract may result. Additionally, violation of any applicable civil or criminal statutes by the disclosure of confidential material or information or other misuse of the computer system will be prosecuted to the fullest extent of the law.

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Employee or Contractor Signature

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Date Signed

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Print Employee or Contractor  
First Name, Middle Name, and Last Name

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Supervisor Signature

---

Employee or Contractor Title

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Location/Contract Agency