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

THIS 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";

## 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 on November 13, 2018 for consumer-operated self-help and peer-support services and wellness and recovery services, for the term July 1, 2018 through June 30, 2020, in the amount of \$597,787; and

WHEREAS, on June 25, 2019, your Board approved the FY 2019-21 budget. This budget included a 4% Cost-of-Living-Adjustment for Behavioral Health and Recovery Services Community-based Organizations that provide mental health services and substance use disorder services.

WHEREAS, on September 19, 2019, the Chief of San Mateo County Health approved an amendment to the agreement with Voices of Recovery San Mateo County to add peer recovery supports and community integration, increasing the maximum amount by \$25,000 to a new maximum of \$622,787, with no change to the term of the agreement; and

WHEREAS, the parties wish to amend the Agreement to remove the Parent Project curriculum in FY 2019-20, add Health Ambassador WRAP groups, add the remaining funding for peer recovery supports and community integration, and a 4% cost of living adjustment, increasing the amount by \$175,955 to \$798,741, with no change to the agreement term.

# 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 "A2," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B2." 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 SEVEN HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS (\$798,741).

- 2. Exhibit A1 is hereby deleted and replaced with Exhibit A2 attached hereto.
- 3. Exhibit B1 is hereby deleted and replaced with Exhibit B2 attached hereto.
- 4. All other terms and conditions of the agreement dated November 13, 2018, 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	
VOICES OF RECOVERY SAN MAT	TEO COUNTY
Axteath	
Contractor's Signature	
Date: $\frac{7/2i}{20}$	

## EXHIBIT A2 – SERVICES VOICES OF RECOVERY SAN MATEO COUNTY FY 2018 – 2020

In consideration of the payments set forth in Exhibit B2, 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.
- 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

- Contractor shall report on the agencies strategic plan for operation and continued development by January 1<sup>st</sup>.
- 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

- 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

- 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. Peer Recovery Supports and Community Integration

Contractor shall provide HPSM members, receiving MAT and other Whole Person Care services, peer recovery support to prevent relapse and promote long term recovery from SUDs. Contractor shall coordinate with other SUD treatment providers to develop a referral process for clients transitioning into recovery and who could benefit from peer-to-peer support. Contractor will ensure the following services are provided:

# 1. Peer Recovery Coaching

- a. Peer Recovery Coaches provide one-on-one mentoring sessions with individuals in early recovery. Peer coaches are non-professional and non-clinical personal guides and/or mentors with life experience who work with individuals to achieve and sustain long-term recovery through meaningful connections to community resources for recovery, which may include but are not limited to: faith-based organizations, 12 steps programs, other indigenous and/or cultural communities of support, and other social and community recovery supports.
- b. Peer recovery coaches aid individuals in early recovery also help individuals navigate and connect to other resources needed to achieve sustained recovery including housing, education, employment, and other professional and nonprofessional services.

## 2. Wellness Recovery Action Plan Groups

Wellness Recovery Action Plan (WRAP) is an evidenced based practice to identify key recovery issues and plan for self-improvement. Developed with the help of a team of people with lived experience, WRAP guides participants through the process of identifying and understanding their personal wellness resources ("wellness tools"). The process helps participants develop an individualized plan to use these resources on a daily basis. It works by decreasing and preventing intrusive or troubling feelings and behaviors; increasing personal empowerment; improving quality of life, and helping people achieve their life goals.

- a. Contractor shall ensure that WRAP sessions are led by certified facilitators.
- b. Utilizing Peer Recovery Coaches, increase client participation in wellness and recovery activities to improve self-management, reduce relapse, and increase social supports by linking clients to community recovery supports, and

- linkages to services to help meet basic needs, housing, employment, etc.
- c. Contractor will collect and report on data and work with BHRS
  to determine long and short-term client outcomes and to
  evaluate the overall project.
- 3. Reporting Requirements for Peer Recovery Support Services
  - a. Peer Coaches
    - i. Number of direct service hours (one-to one coaching)
    - ii. Number of unduplicated participants
    - iii. Number and type of linkages to recovery supports
    - iv. Number and type of linkages for basic needs, housing, health, employment services and supports.
  - b. WRAP Groups
    - i. Schedule of program activities
    - ii. Number of WRAP sessions
    - iii. Number of WRAP cycles (8-10 session/cycle)
    - iv. Number of unduplicated participants
    - v. Number of direct staff service hours dedicated to MAT participants
    - vi. Number of staff hours dedicated to MAT Project
- C. 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.
- 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.

# D. 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.

# E. Wellness Recovery Action Plan

- 1. Parent Project (July 1, 2018 June 30, 2019)
  - 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.
- d. Contractor will coordinate and cover all necessary components of the WRAP group including facilitation, materials and refreshments. BHRS will secure the training location(s).
- e. Contractor will collect and submit appropriate documentation of participants including application forms, sign-in sheets and attendance sheets along with monthly invoices.
- 2. Health Ambassador WRAP Groups (July 1, 2019 June 30, 2020)
  - a. Contractor shall facilitate one (1) ten (10) week WRAP group for the Health Ambassador Program (HAP), in a specified language such as Spanish speaking, Tongan, or Pacific Islander, and shall facilitate one (1) ten (10) week WRAP group for HAP participants.
  - 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.
  - d. Contractor will coordinate the WRAP group including facilitation and materials needed for the full course. BHRS will secure the training location(s), childcare and refreshments/meals (if needed) for the courses.
  - e. Contractor will collect and submit appropriate documentation of participants application forms, sign-in sheets, pre and post tests and attendance sheets along with monthly invoices. Participant forms will be submitted within two (2) weeks of receiving information from participants and will be reviewed by BHRS to ensure all forms are fully completed.

## BHRS WRAP 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.
- 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.
- I. 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 vear)
  - 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 posttests) 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.

p. Contractor will coordinate and cover all necessary components of WRAP groups including facilitation, materials and refreshments. BHRS will secure the training location(s).

## 4. One-time WRAP Facilitator Training

Contractor will identify up-to three (3) staff to certify as WRAP facilitators through the Copeland Center for Wellness and Recovery. This will be a one-time service during the contract term July 1, 2018 through June 30, 2019. Contractor will coordinate all necessary travel, lodging and other training requirements.

# 5. Facilitator Reporting Requirements

As a WRAP trainer, Contractor is required to submit final written results to substance use disorder treatment facilities receiving WRAP services for the following:

- 1. tuberculosis test;
- 2. physical examination; and
- 3. fingerprinting certification.

Such written results shall be kept on file by the Contractor and the substance use treatment facilities receiving WRAP services.

## F. Recovery Happens

In September 2018 BHRS celebrates Recovery Happens month, hosting a variety of educational and entertainment events, honoring individuals and families in long-term recovery. County shall reimburse Contractor for expenses related to such events. Contractor shall submit itemized invoices for reimbursement and are subject to approval of the BHRS Manager.

#### II. ADMINISTRATIVE AND REPORTING REQUIREMENTS

- A. Contractor shall report monthly progress, that will be included with the monthly invoice for payment. Such reporting shall be submitted as follows to Erica Britton at <a href="mailto:ebritton@smcgov.org">ebritton@smcgov.org</a> and Melina Cortez at <a href="mailto:macortez@smcgov.org">macortez@smcgov.org</a>, 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. Audits

Behavioral Health and Recovery Services QM may conduct audits of Contractors. Contractor is required to provide either the original or copies of service documents, including all other documentation upon request.

## 2. 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.

- 3. 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.
- 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:
  - 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 <a href="http://smchealth.org/bhrs/providers/ontrain">http://smchealth.org/bhrs/providers/ontrain</a>.

4. 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.

# 5. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person 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) should a current employee. intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 04-01, which can found online http://www.smchealth.org/bhrsbe at: policies/compliance-policy-funded-services-provided-contractedorganizational-providers-04-01. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

#### 6. 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 <a href="http://smchealth.org/bhrs-documents">http://smchealth.org/bhrs-documents</a>. 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.

## 7. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

- 1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
- Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment.

## 8. 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 ode@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 at <a href="mailto:ode@smcgov.org">ode@smcgov.org</a> 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 all peer support/recovery activities.

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

Goal 2: Increase client participation in pre and post test to evaluate the effectiveness of WRAP Sessions.

Objective 2: Contractor shall increase client participation in the pre-test, and through the wrap session help the client identify their own warning or triggers.

Data collection to be completed by Contractor.

Goal 1: Contractor will continue implementation of data management system.

Objective 1: Contractor will continue implementation and use of data management system to help track and report client data.

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 agencie	s annu	ıally.						

\*\*\* END OF EXHIBIT A2 \*\*\*

# EXHIBIT B2 – PAYMENTS AND RATES VOICES OF RECOVERY SAN MATEO COUNTY FY 2018 – 2020

In consideration of the services provided by Contractor in Exhibit A2, 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 SEVEN HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS (\$798,741).

### B. Recovery Support Services

For Recovery Support Services as described in Paragraph A of Exhibit A2, County shall be obligated to pay a maximum of THREE HUNDRED NINETY-SEVEN THOUSAND SEVENTY-TWO DOLLARS (\$397,072) for the term of the agreement.

- For the term July 1, 2018 through June 30, 2019, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or SIXTEEN THOUSAND TWO HUNDRED TWENTY DOLLARS (\$16,220), not to exceed ONE HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED FORTY-THREE DOLLARS (\$194,643). Contractor shall submit an itemized list of services provided for the billing month.
- For the term July 1, 2019 through June 30, 2020, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or SIXTEEN THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS AND SIX CENTS (\$16,869.06), not to exceed TWO HUNDRED TWO THOUSAND FOUR HUNDRED TWENTY-NINE DOLLARS

(\$202,429). Contractor shall submit an itemized list of services provided for the billing month.

## C. Peer Recovery Supports and Community Integration

For Peer Recovery Supports and Community Integration services as described in Paragraph B of Exhibit A2, County shall pay Contractor a maximum of ONE HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED NINETEEN DOLLARS (\$185,119) for the term July 1, 2019 through June 30, 2020.

- 1. For the term July 1, 2019 through August 15, 2019, County shall pay Contractor a maximum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for Peer Recovery Supports and Community Integration services as described in Paragraph B of Exhibit A2.
- 2. Contractor shall be paid a one-time only lump sum of ONE HUNDRED SIXTY THOUSAND ONE HUNDRED NINETEEN DOLLARS (\$160,119) for services provided August 16, 2019 through June 30, 2020. Contractor shall submit an itemized list of services provided for the billing period.
- 3. Contractor shall repay healthRIGHT 360 EIGHTY-EIGHT THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY CENTS (\$88,999.50), within thirty (30) days of receipt of the lump sum payment of ONE HUNDRED SIXTY THOUSAND ONE HUNDRED NINETEEN DOLLARS (\$160,119).

### D. Criminal Justice Realignment

For Criminal Justice Realignment Services as described in Paragraph B of Exhibit A2, County shall be obligated to pay a maximum of SEVENTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS (\$78,795) for the term of the agreement.

- For the term July 1, 2018 through June 30, 2019, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or THREE THOUSAND TWO HUNDRED NINETEEN DOLLARS (\$3,219), not to exceed THIRTY-EIGHT THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$38,625). Contractor shall submit an itemized list of services provided for the billing month.
- For the term July 1, 2019 through June 30, 2020, Contractor shall be paid one-twelfth (1/12th) of the total obligation per month or THREE THOUSAND THREE HUNDRED FORTY-SEVEN DOLLARS AND FIFTY CENTS (\$3,347.50), not to exceed FORTY THOUSAND ONE

HUNDRED SEVENTY DOLLARS (\$40,170). Contractor shall submit an itemized list of services provided for the billing month.

# E. Drug Court and 11550 Funded Services

For Drug Court and 11550 Funded Services as described in Paragraph C of Exhibit A2, County shall be obligated to pay a maximum of FIFTY-NINE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS (\$59,415), for the term of the agreement. 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, 2018 through June 30, 2019, Contractor shall be paid a total of TWENTY-NINE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$29,125).
- 2. For the term July 1, 2019 through June 30, 2020, Contractor shall be paid a total of THIRTY THOUSAND TWO HUNDRED NINETY DOLLARS (\$30,290).

## F. Wellness Recovery Action Plan

For Wellness Recovery Action Plan (WRAP) Services as described in Paragraph E of Exhibit A2, County shall be obligated to pay a maximum of SEVENTY-FOUR THOUSAND THREE HUNDRED FORTY DOLLARS (\$74,340), for the term of the agreement.

## 1. Parent Project

a. For the term July 1, 2018 through June 30, 2019, County shall pay Contractor a maximum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500) upon completion, for the facilitation of one (1) ten (10) week WRAP group. Contractor shall submit an itemized list of services provided for the billing month.

#### 2. Health Ambassador WRAP Groups

a. For the term July 1, 2019 through June 30, 2020, County shall pay Contractor, upon completion, FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500) per ten (10) week course, for a maximum of NINE THOUSAND DOLLARS (\$9,000) for the facilitation of two (2) ten (10) week WRAP groups. Contractor shall submit an itemized list of services provided for the billing month.

## BHRS Training

- a. For the term July 1, 2018 through June 30, 2019, Contractor shall be paid one-twelfth (1/12) per month or TWO THOUSAND FOUR HUNDRED SIXTEEN DOLLARS AND SIXTY-SIX CENTS (\$2,416.66), not to exceed TWENTY-NINE THOUSAND DOLLARS (\$29,000). Contractor shall submit an itemized monthly invoice to the WET Coordinator that details a summary of the charges for the month of service.
- b. For the term July 1, 2019 through June 30, 2020, Contractor shall be paid one-twelfth (1/12) per month or ONE THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$1,733.33). Contractor shall submit an itemized monthly invoice to the WET Coordinator that details a summary of the charges for the month of service.

## 4. One-time WRAP Facilitator Training

a. For the term July 1, 2018 through June 30, 2019 only, County shall pay Contractor a maximum of NINE THOUSAND DOLLARS (\$9,000) to certify three (3) staff in WRAP facilitation. Contractor shall submit an itemized invoice for reimbursement subject to approval by the WET Coordinator that details all travel, lodging and other expenses associated with the training(s).

### 5. Facilitator Requirements

- a. For the term July 1, 2018 through June 30, 2019, Contractor shall be paid ONE THOUSAND DOLLARS (\$1,000) for State reporting requirements. Contractor shall submit itemized invoices for reimbursement and are subject to approval of the BHRS Manager.
- b. For the term July 1, 2019 through June 30, 2020, Contractor shall be paid ONE THOUSAND FORTY DOLLARS (\$1,040) for State reporting requirements. Contractor shall submit itemized invoices for reimbursement and are subject to approval of the BHRS Manager.

## G. Recovery Happens

The maximum amount that County shall be obligated to pay for event expenses shall not exceed FOUR THOUSAND DOLLARS (\$4,000), for the term of the agreement.

- For the term July 1, 2018 through June 30, 2019, Contractor shall be reimbursed up to TWO THOUSAND DOLLARS (\$2,000) for Recovery Happens expenses. Contractor shall submit an itemized invoice for reimbursement and is subject to approval by the BHRS Manager.
- 2. For the term July 1, 2019 through June 30, 2020, Contractor shall be reimbursed up to TWO THOUSAND DOLLARS (\$2,000) for Recovery Happens expenses. Contractor shall submit an itemized invoice for reimbursement and is subject to approval by the BHRS Manager.
- H. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- I. Modifications to the allocations in Paragraph A of this Exhibit B2 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- J. The Chief of San Mateo County Health 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.
- K. 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.
- L. In the event this Agreement is terminated prior to June 30, 2020, 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 San Mateo County Health or designee.
- M. 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 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: (Wellness Recovery Action Plan)

County of San Mateo
Behavioral Health and Recovery Services
Attn: Contracts Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

- N. 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 San Mateo County Health or designee.
- O. 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.
- P. 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.

## Q. Cost Report

Contractor will submit to County a final/year-end Cost Report no later than August 20<sup>th</sup> for fiscal year 2018 – 2019 and 2019 – 2020.

## R. Invoice Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A2 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.

California, on	20
Title	
"	
	Title

\*\*\* END OF EXHIBIT B2 \*\*\*