

**FIFTH AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
HEALTHRIGHT 360**

This Fifth Amendment is made on July 1, 2019, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and HealthRIGHT 360 ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2016 (the "Contract"), in which Contractor agreed to provide substance abuse services to adult and juvenile clients placed under Probation Department's supervision.
- B. On July 1, 2017, the parties amended the Contract to extend the term until June 30, 2018 and to increase compensation.
- C. On November 1, 2017, the parties amended the Contract to amend the Scope of Work.
- D. On July 1, 2018 the parties amended the Contract to amend the Scope of Work, extend the term and to increase compensation.
- E. On August 1, 2018 the parties amended the Contract to amend the Scope of Work.
- F. The County now needs to amend the Contract Scope of Work, extend the term and increase compensation.
- G. This Fifth Amendment represents a six (6) month extension, Scope of Work amendment, and increase of \$126,294 in total compensation.
- H. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: July 1, 2016 through December 31, 2019.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$1,449,019.

C. Payment Provisions

- 1. The first sentence in Section 1 of Exhibit B is amended as follows:

Maximum contract amount shall be based on actual costs, not to exceed \$1,449,019.

D. Scope of Work

Section I of Exhibit A is deleted in its entirety and replaced with:

I. ADULT COMMUNITY-BASED SERVICES: CONTRACTOR shall provide, at each service location, the following on-site evidence-based substance abuse treatment services and related recovery and re-entry services for adult clients placed under Probation Department's supervision and referred to the Center for Positive Change.

A. Service Component:

CONTRACTOR shall provide substance abuse treatment services for clients referred to the Center for Positive Change. Group services will include Treating Alcohol Dependence (TAD) and the MATRIX Model. The groups and services will be delivered in accordance with training and model requirements. CONTRACTOR shall utilize assessment tools as determined in coordination with the COUNTY. The group times and number of groups will be determined by the CONTRACTOR, who must obtain County's agreement, and based on the number of client referrals.

B. Description of Component:

1. **Assessment.** Upon referral, CONTRACTOR will review the substance abuse treatment plan related assessments conducted by the COUNTY, currently the Adult Substance Use Survey – Revised (ASUS-R) and the Level of Service/Case Management Inventory (LSCMI).
2. **Case Plan Review.** CONTRACTOR will review the Case Plan as developed by the Center for Positive Change Caseworker or assigned supervision officer. CONTRACTOR will make recommendations for changes and/or additions to the Case Plan based on experience with client population or individual clients, identified risk factors and other indicators.
3. **Evidence Based Group Activities/Curriculum.** Group activities shall utilize mutually agreed upon curriculum to address client's needs, currently identified as the MATRIX Model. Any changes in curriculum must be pre-approved agreed upon by the County.
4. **Groups will consist of up to 12 clients per group.** Each group will be facilitated by a Counselor certified to facilitate the curriculum who receives support and supervision from a CONTRACTOR employed supervisor.
5. **CONTRACTOR shall participate in COUNTY'S Quality Assurance activities** by submitting requested tapes of group sessions and participating in feedback sessions with COUNTY's Quality Assurance and Implementation Analyst.
6. **CONTRACTOR shall have a plan for ensuring groups have back up support to minimize any need for group cancellation due to staff absences.**

7. Discharge Planning and Continuing Care. CONTRACTOR shall complete a discharge summary to contain a relapse prevention plan and provide a copy to Deputy Probation Officer (DPO) and/or Case Manager for inclusion in the final discharge plan developed by CPC Caseworker.
8. CONTRACTOR shall work closely with CPC Caseworker and other staff to ensure clients referred for substance abuse treatment groups begin treatment in a timely fashion.
9. CONTRACTOR shall partner with community-based providers and services to ensure aftercare and transitional support services for clients participating in MATRIX at the CPC. This includes referrals to 12 step and other self-help groups and resources.
10. CONTRACTOR shall be trained in and utilized Motivational Interview (MI) techniques.
11. CONTRACTOR will adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations and develop and maintain comprehensive client confidentiality policies and procedures and demonstrate reasonable effort to secure written and/or electronic client information.

C. Location of Services:

1. Center for Positive Change, Fairfield Probation: 475 Union Avenue, Fairfield, CA 94533
2. Center for Positive Change, Vallejo: 355 Tuolumne Street, Vallejo, CA 94590

D. Hours of Operation:

1. Monday through Friday between 8:00 a.m. and 8:00 p.m. Contractor shall be available eight (8) hours a day, five (5) days a week, during the term of this Contract. The CPC's are open extended hours four (4) days per week, Monday through Thursday. Hours of CPC's are subject to change to meet the needs of clients.

E. Staffing:

1. At a minimum, provide the following staffing pattern: 2.0 FTE Certified Substance Abuse Counselors to provide evidence-based clinical intervention and support to clients with the goal of reducing symptoms, coping with life stressors, and achieving long-term recovery.

F. Treatment Position(s) Title:

1. Substance Abuse Counselor

G. Qualifications of Position:

1. CONTRACTOR shall ensure that staff providing services shall have competence and experience in working with substance use disorders as required by State regulation.

A. DATA COLLECTION AND SUBMITTALS

- a. CONTRACTOR shall submit to the COUNTY, in the format approved by the COUNTY, data reports on a monthly and quarterly basis. These reports are due no later than the 10th calendar day of the month for the previous period. Monthly data is also to be submitted with invoicing.
- b. In addition, CONTRACTOR shall submit individual progress reports to COUNTY upon program completion of each participant.
- c. Client Progress reports are to be submitted to the assigned Probation Officer and Quarterly reports are to be submitted to Program Manager.

1. Data report includes, but not limited to:

- Number served
- Accepted /placed into services / Reason for non-acceptance
- Participant name
- Number of daily group attendance
- Number of clients who attended individual counseling sessions
- Case progress
- Discharge status
- Additional data as requested by Probation Department

2. Individual client data report includes, but not limited to:

- Departure type
 - Successful Completion
 - Unsuccessful
 - Partial
 - Transfer
 - No Fault
- Number of days of treatment term
- Services received
- Number of completed treatment goals
- Substance Abuse One-on-One sessions, number and type
- Substance Abuse Group sessions, number and type
- Exit survey collected from completed client (submitted to Probation with Quarterly Report)
- Additional data as requested by Probation Department

B. OTHER REQUIREMENTS FOR SERVICE DELIVERY STAFF:

- a. Criminal Records Check

1. CONTRACTOR shall ensure all existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with the Agreement whose duties do not require his/her presence at the herein referenced locations have a criminal record check and pay for any and all associated costs. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice (CDCO).

For existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement whose duties require his/her physical presence at the herein references locations, COUNTY will conduct a criminal records check.

2. Prospective CONTRACTOR staff or volunteer may commence services only after the results or the live scan have been received and the person is deemed suitable for work by COUNTY.
3. Failure by CONTRACTOR to comply with the criminal records check requirements may result in withholding of payments until compliant.

b. Staff Professional Standards

1. Warrant that all employees and volunteers under this contract have background, training, work experience, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession, and in keeping with all Federal, State and County laws. CONTRACTOR shall provide a list of current employees and copies or permits, licenses, certifications, or other documents certifying staff training and qualifications upon demand from COUNTY.
2. Persons employed by Contractor who fail to obtain security clearance may be denied admittance in the Juvenile Detention Facility and/or Probation offices. Staff hired to fill these positions will meet the employment policies and requirements of both agencies.

c. Terminations and Transfers

1. Notify County of any program related staff terminations or transfers prior to separation of service or transfer, or immediately upon separation of service or transfer when circumstances dictate (e.g., resignation without notice, immediate dismissal or transfer warranted, etc.).

d. Drugs and Alcohol

1. CONTRACTOR shall not allow the use or possession of drugs, including alcohol, in the workplace or facility.

e. Incident Reporting

1. CONTRACTOR shall report to COUNTY, within 24 hours (excluding holidays and weekends), any notable incidents occurring while clients are receiving services under this contract pursuant to the following outline:
 - a. Physical confrontation between staff and client, between clients, clients and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence.
 - b. Any law violation.
 - c. Possession of any illegal drugs, paraphernalia, weapons, or other contraband.
 - d. Failure or refusal to participate in program.
 - e. Participant discharge or disqualified from program and reasons for said discharge or disqualification.

f. Confidentiality

1. CONTRACTOR agrees to maintain the confidentiality of client records and/or client information pursuant to : Title 42 United States Code (USC) Section 290 dd-2; title 42 Code of Federal Regulations (CFR), Part 2; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 14100.2 and 5328; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56-56.37, 1798.80 – 1798.82, and 1798.85; and Penal (PC) Sections 11140, 11142, and 13303. Client records and/or information must comply with all appropriate State and Federal requirements. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of these services or other uses as authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

g. Status Reports

1. CONTRACTOR shall, upon request, provide written status reports to COUNTY and delivered to such places and times as directed by COUNTY.

h. Aggregate Outcomes

1. CONTRACTOR must be mindful and work toward the following aggregate outcomes of the Probation Department's Reentry, Rehabilitation, Treatment, and CPC's programs and services which include: reducing or eliminating anti-social behavior and ideation, as well as reducing or eliminating criminal behavior.

i. Meetings

1. Participate in meetings held by COUNTY or COUNTY'S designees as related to Probation Programming and CPC services and (if applicable) cooperate in the data collection for CONTRACTOR'S particular component and will provide data as requested by the COUNTY Program Evaluator.

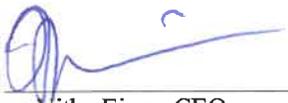
j. Training

1. CONTRACTOR will participate in at least one (1) training on Evidence-Based Practices per year.
2. CONTRACTOR will attend all assigned training as directed by COUNTY and participate in Quality Assurance to ensure program fidelity.

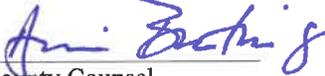
COUNTY OF SOLANO, a Political
Subdivision of the State of California

By: 
Birgitta E. Corsello, County Administrator

HEALTHRIGHT 360

By: 
Vitka Eisen, CEO
5/23/19

APPROVED AS TO FORM

By: 
County Counsel

