

SECOND AMENDMENT TO THE FEE-FOR-SERVICE AGREEMENT WITH  
AVALON COUNSELING SERVICES  
FOR ALCOHOL AND DRUG TREATMENT SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and AVALON COUNSELING SERVICES (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on August 7, 2001, the parties hereto entered into a fee-for-service agreement for the furnishing of certain services by Contractor to County as set forth in that Agreement; and

WHEREAS, on February 26, 2002, the parties hereto entered into a first amendment to the fee-for-service agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to further amend and clarify that Agreement:

**CHANGE #1: Amend Section 3.B. of the body of the Agreement to read as follows:**

- 1) ONE MILLION THREE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED THIRTEEN DOLLARS (\$1,343,913) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A.
  
- 2) ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$149,179) For SB223 drug testing services described in Exhibit A.
  
- 3) ONE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$159,500) for Drug Court alcohol and drug treatment services described in Exhibit B.

**CHANGE #2: Amend introductory paragraph of Exhibit A to read as follows::**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor will comply with Title 9, Division 4, Chapter 2.5 of the California Code of Regulations, and OMB Circulars A-87 and A-122.

Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained. Contractor will admit individuals, hereinafter

referred to as “program participants”, who are referred by SACPA/Proposition Team to these services. The length of treatment will vary according to the specific need of each program participant. Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County to individuals who are deemed eligible for SACPA/Proposition 36 funded services:

**CHANGE #3: Amend Section I of Exhibit A to read as follows:**

**A. SACPA/Proposition 36 Start-up Activities:**

Contractor’s start-up activities and expenses will comply with the Office of Management and Budget (OMB) Circular A-122, “Cost Principles for Non-Profit Organizations”. Contractor will provide the following start-up activities necessary to provide SACPA/Proposition 36 funded services, in accordance with Contractor’s approved start-up budget:

1. Purchase copier, computer, Power Point software, television monitor to be used for SACPA/Proposition 36 related services.

**B. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services:**

Contractor’s basic outpatient alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor’s basic outpatient treatment services will be available to individuals who are: gay, lesbian, bisexual, or transgender. In addition, Contractor will provide services to individuals who have a co-occurring disorder as defined in Section III.C.1. of Attachment 6. Contractor’s basic outpatient services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, relapse prevention, aftercare planning, follow-up at 3-month and 9-months, and follow-up with Probation/Parole as required.
  - a. Intake and evaluation will be scheduled with a licensed mental health clinician. Program participants will be diagnostically assessed for possible co-occurring psychiatric disorders.
2. Contractor’s basic outpatient treatment plan will include a minimum of 90 days of outpatient services including: 4 individual counseling sessions, 4 group counseling sessions, 9 group sessions including: family/partner groups, education, and relapse prevention, per month, per program participant.
  - a. Enhanced services will include up to 5 couple group sessions.

- b. Psychiatric services may be made available on a limited basis. Program participants with co-occurring substance abuse disorders will receive 2-3 individual psychiatric sessions per month.
3. Curriculum will include: evaluation by a licensed mental health clinician, diagnostic assessment for possible co-occurring substance abuse disorders, treatment planning and ongoing-recovery support, education, case management and linkage to community resources, HIV/AIDS education, information and referral to ancillary services, and discharge and aftercare planning.
4. Access to ancillary services which may include: legal support, HIV/AIDS testing, health care, literacy assistance and supportive educational training, and job search.

C. SACPA/Proposition 36 Treatment Readiness Alcohol and Drug Treatment Services:

Contractor will provide treatment readiness services to individuals on the alcohol and drug treatment services waiting list for treatment program openings. Services will be geared toward assisting individuals to become engaged and supported while waiting for a treatment opening. Contractor's basic treatment readiness services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor's basic treatment readiness services will be available to individuals who are gay, lesbian, bisexual, or transgender. In addition, Contractor will provide services to individuals who have a co-occurring disorder as defined in Section III.C.1. of Attachment 6. Contractor's basic treatment readiness services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, relapse prevention, aftercare planning, follow-up at 3-month and 9-months, and follow-up with Probation/Parole as required.
2. Contractor's basic treatment readiness plan will include a minimum of 5 weeks of treatment services including: 4 individual counseling sessions, 4 group counseling sessions, and 4 group sessions including family/ partner groups, education, and relapse prevention, per month, per program participant.
3. Curriculum will include: evaluation by a licensed mental health clinician, diagnostic assessment for possible co-occurring substance abuse disorders, treatment planning and ongoing-recovery support, education, case

management and linkage to community resources, HIV/AIDS education, information and referral to ancillary services, and discharge and aftercare planning.

4. Access to ancillary services which may include: legal support, HIV/AIDS testing, health care, literacy assistance and supportive educational training, and job search.

**CHANGE #4: Amend Section III in Exhibit A to read as follows:**

**Amend introductory paragraph to read as follows:**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION THREE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED THIRTEEN DOLLARS (\$1,343,913). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

A. Start-up Payment Rates:

Of the \$1,343,913, County shall pay this Contractor a maximum of FOUR THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$4,575) for start-up costs in accordance with the approved start-up budget, for the start-up activities outlined above. Payment shall be based on actual costs and shall be made upon approval of this agreement and review and approval of itemized statement including receipts for start-up costs, by the Alcohol and Drug Services Manager, or her designee.

B. SACPA/Proposition 36 funded Alcohol and Drug Treatment Services:

For the period July 1, 2001 through April 30, 2002, County shall pay Contractor at the rate of:

1. \$39.00 per individual counseling hour provided, per program participant served for outpatient and treatment readiness services.
2. \$39.00 per group counseling hour provided, per program participant served for outpatient and treatment readiness services.

For the period May 1, 2002 through June 30, 2002, County shall pay Contractor at the rate of:

3. \$85.86 per staff hour for both outpatient and treatment readiness services for the period May 1, 2002 through June 30, 2002. Staff hours are defined as available staff hours.

**CHANGE #5: Amend Section IV. B. in Exhibit B to read as follows:**

- A. ONE HUNDRED EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$108,500) for CDCI funded treatment services.

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

1. The Agreement of August 7, 2001 and the first amendment of February 26, 2002, be amended accordingly.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.
4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of August 7, 2001, and the first amendment of February 26, 2002, be amended accordingly.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives,  
have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, County of San Mateo

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

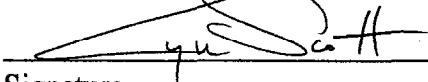
ATTEST:

\_\_\_\_\_  
Clerk of Said Board

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

AVALON COUNSELING SERVICES

By: LYN SCOTT, EXECUTIVE DIRECTOR  
Name, Title - please print

  
\_\_\_\_\_  
Signature

Date: 4/23/02

Contractor's Tax I.D. No. 94-3348957

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: December 20, 2001

TO: Priscilla Harris-Morse, Risk Manager  
FROM: Jane Marks, Alcohol and Drug Services  
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE

SUBJECT: Contract Insurance Approval

CONTRACTOR: Avalon Counseling Services

DOES CONTRACTOR TRAVEL? Not as part of the contract.

DUTIES: Provides nonresidential alcohol and drug counseling services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <u>  X  </u> Additional Insured	_____	_____	<input checked="" type="checkbox"/>	_____
Automobile Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability	<u>  \$3M  </u>	<input checked="" type="checkbox"/>	_____	_____
Workers' Compensation <u>  X  </u> No employees	_____	_____	<input checked="" type="checkbox"/>	_____

Remarks/Comments:

Counseling services are contracted out.

Signature: Priscilla Morse  
Risk Management

Insform.wp

GRANITE STATE INSURANCE CO.

THIS IS A CLAIMS MADE POLICY - PLEASE READ CAREFULLY

9/26/01

SOCIAL WORKER PROFESSIONAL LIABILITY POLICY

\*\*\* RENEWAL \*\*\*

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: SWL-3616195

ACCOUNT NO: CA-SCOLI37-0 01764255

ITEM 1. (a) NAME AND ADDRESS OF INSURED:

ITEM 1. (b) ADDITIONAL NAMED INSURED:

LYN SCOTT  
137 EASY STREET  
MOUNTAIN VIEW, CA 94043

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDITIONAL INSURED:

SAN MATEO COUNTY  
400 HARBOR BOULEVARD  
BELMONT, CA 94002

THE MONTEREY OFFICES  
617 VETERANS BLVD.  
SUITE 118  
REDWOOD CITY, CA 94063

ITEM 3. POLICY PERIOD:

FROM: 10/01/01

TO: 10/01/02

12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY:

- (a) \$ 1,000,000 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE
- (b) \$ 3,000,000 AGGREGATE
- (c) \$ 5,000 DEFENSE REIMBURSEMENT

ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
PROFESSIONALS	1	211.00	211.00
INDEPENDENT CONTRACTORS	2	25.00	50.00
DEFENSE LIMIT			.00
ADDITIONAL INSURED	1	52.00	52.00
LANDLORDS	1	52.00	52.00

ITEM 6. RETROACTIVE DATE: 10/01/90

TOTAL PREMIUM

365.00

ITEM 7. EXTENDED REPORTING PERIOD

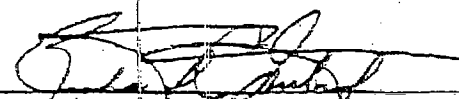
ADDITIONAL PREMIUM (If exercised): \$ 365.00

ITEM 8. POLICY FORMS AND ENDORSEMENTS

ATTACHED TO THIS POLICY:

1932 (7/96) 65933 (7/96) 52133 (3/94)

THIS IS NOT A BILL - PREMIUM HAS BEEN PAID

  
AUTHORIZED COMPANY REPRESENTATIVE