

SECOND AMENDMENT TO THE FEE-FOR-SERVICE AGREEMENT WITH  
THE LATINO COMMISSION ON ALCOHOL AND DRUG ABUSE SERVICES  
OF SAN MATEO COUNTY  
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 THE LATINO COMMISSION ON ALCOHOL AND DRUG ABUSE SERVICES OF SAN MATEO COUNTY (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 1 of the body of the Agreement to add reference to new Exhibit C as follows:**

**1. Exhibits and Attachments**

Exhibit C: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

**CHANGE #2: Amend Section 3.B. of the body of the Agreement to read as follows:**

**B. Maximum Amount**

In full consideration of Contractor's performance of the services described in each Exhibit, the aggregate amount that County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

- 1) ONE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$159,500) for Drug Court alcohol and drug treatment services described in Exhibit A for the term of the agreement.

- 2) 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 C for the period May 1, 2002 through June 30, 2002.
- 3) ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$149,179) For SB223 drug testing services described in Exhibit C for the period May 1, 2002 through June 30, 2002.

**CHANGE #3: Amend Section IV. B. in Exhibit A to read as follows:**

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

**CHANGE #4: Add Exhibit C to read as follows:**

**EXHIBIT C**

**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 Funded  
Alcohol and Drug Treatment Services  
THE LATINO COMMISSION ON ALCOHOL AND DRUG ABUSE SERVICES  
OF SAN MATEO COUNTY  
May 1, 2002 through June 30, 2002**

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:

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES:**

- 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 computer equipment, software and workstations, LCD projector, desks, chairs, file cabinets, and telephone equipment and installation to be used for SACPA/Proposition 36 related services as outlined in Contractor's approved start-up budget for outpatient and day treatment.

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 culturally and language appropriate for individuals who are Latino. Contractor's basic outpatient treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up for each program participant at 3-months and 9-months, and follow-up with Probation/Parole as required.
2. Contractor's basic outpatient treatment plan will include a minimum of 6 months of treatment, including 4 individual counseling and 8 groups counseling sessions per month, per program participant (e.g., a monthly treatment episode). Transportation and child care will also be provided as needed for program participants.
3. Curriculum will include: the disease model of addiction, the addiction and recovery process, relapse prevention, anger management, personal introspection, self esteem, positive communication skills, parenting skill building, HIV/AIDS and hepatitis B/C education and prevention, and aftercare planning.
4. Access to ancillary services including: job training and development at Peninsula Works, vocational training, literacy and ESL classes, referrals to the Family Self Sufficiency Team (FSST), and health/mental health care.

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

Contractor's basic alcohol and drug day 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 day treatment services will be culturally and language

appropriate for individuals who are Latino. Contractor will make day treatment services available six days per week, including early mornings and evenings. Contractor's basic day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up for each program participant at 3-months and 9-months, and follow-up with Probation/Parole as required.
2. Contractor's basic day treatment plan will include a minimum of 6 months of treatment, including 4 individual counseling and 24 groups counseling sessions per month, per program participant (e.g., a monthly treatment episode). Transportation and child care will also be provided as needed for program participants.
3. Curriculum will include a structured program five and one half hours per day, Monday through Saturday, including: the disease model of addiction, the addiction and recovery process, relapse prevention, anger management, personal introspection, building self esteem, positive communication skills, parenting skill building, HIV/AIDS and hepatitis B/C education and prevention, child care, family counseling, transportation, and aftercare planning.
4. Access to ancillary services including: job training and development at Peninsula Works, vocational training, literacy and ESL classes, referrals to the Family Self Sufficiency Team (FSST), and health/mental health care.

**II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS:**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a SACPA/ Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.

- C. All payments under this Agreement must directly support services specified in this Agreement.

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES:**

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.

**A. SACPA/Proposition 36 Start-up Payment Rates:**

Of the \$1,343,913 County shall pay this Contractor a maximum of FIFTEEN THOUSAND DOLLARS (\$15,000) for outpatient and day treatment services 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 Payment Rates:**

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

1. \$24.00 per staff hour for outpatient services.
2. \$75.00 per treatment visit day provided for day treatment, per individual served.

- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these SACPA/Proposition 36 alcohol and drug outpatient and day treatment services. A separate billing will be submitted for outpatient, and day treatment.

**D. Contractor's monthly itemized bill will include the following:**

1. Name of program participant receiving SACPA/Proposition 36 funded services, modality (outpatient and day treatment), and the name of the referring Drug Court team member.

2. Dates services were provided, and the number of units of service provided by program participant (treatment visit days for day treatment, total number of staff available hours provided by modality for each, outpatient and day treatment services).
3. Dates and number of individual counseling sessions, and group sessions provided for each program participant for outpatient services.
4. Total amount of the bill for each month, by modality.
5. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**IV. PAYMENT DEFINITIONS BY MODALITY:**

- A. Outpatient services will be billed by staff hour. Staff hour is defined as available staff hours.
- B. Day treatment services will be billed by treatment visit day provided, including light snacks, recreational activities such as art therapy, or other types of day time activities, may also include transportation.

**V. DRUG TESTING:**

Effective May 1, 2002 Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. Services must be provided in accordance with the requirements of Division 10.9 of the Health and Safety Code for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.

A. Drug testing methods:

Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but not be limited to, a urine test, a blood test, saliva test, and breath alcohol test.

B. Guidelines for drug testing:

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.

3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - 1) determining unamenability to treatment, or
  - 2) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB223 Funded Drug Testing Services Payment Rates:

In full consideration of the SB223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$149,179). County shall pay Contractor in the manner described below:

1. County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test and related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include the following:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff available hours provided for each month.
  - c) Total amount of the bill for testing services for each month.
3. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

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:

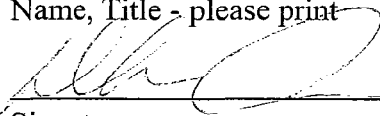
\_\_\_\_\_  
Clerk of Said Board

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

THE LATINO COMMISSION ON ALCOHOL  
AND DRUG ABUSE SERVICES OF SAN  
MATEO COUNTY

By: Debra Camarillo  
Executive Administrator

\_\_\_\_\_  
Name, Title - please print

  
\_\_\_\_\_  
Signature

Date: 4/23/02

Contractor's Tax I.D. No. 94-3149136

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: September 27, 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: Latino Commission on Alcohol and Drug Abuse of San Mateo County

DOES CONTRACTOR TRAVEL? IF YES, WHAT PERCENT OF CONTRACTED  
Yes TIME?

DUTIES:  
Provide residential alcohol and drug treatment services to men and women.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <u>X</u> Additional Insured	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation <u>    </u> No employees	<u>Statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

Signature: Priscilla Morse  
Risk Management

Insform.wp

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
09/27/2001

PRODUCER  
All-Cal Insurance Agency  
420 Folsom Road, Suite #C  
  
Roseville CA 95678-  
  
INSURED  
Latino Commission on Alcohol & Drug  
301 Grand Avenue, #301  
  
South San Francisco CA 94080-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURER A: Nonprofits Ins Alliance Of CA  
INSURER B: STATE FUND WORKERS COMPENSATION  
INSURER C: FIDELITY & DEPOSIT COMPANY  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2001-04560	10/02/2001	10/02/2002	EACH OCCURRENCE \$ 1,000,00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,00
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB.				PERSONAL & ADV INJURY \$ 1,000,00
	<input checked="" type="checkbox"/> IMPROPER SEXUAL CON.				GENERAL AGGREGATE \$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				IMPROPER SEXUAL CON. 250,00
A	AUTOMOBILE LIABILITY	2001-04560	10/02/2001	10/02/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	OTHER THAN EA ACC AGG \$				
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	POLICY # T B D	09/24/2001	09/24/2002	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,00				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,00				
	E.L. DISEASE - POLICY LIMIT \$ 1,000,00				
C	OTHER CRIME/EMPLOYEE DIS. FORGERY/ALTERATION	CCP0053050	07/19/2001	07/19/2002	LIMITS 150,00 DEDUCTIBLE 75

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
THE COUNTY OF SAN MATEO, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED AS A FUNDING SOURCE FOR THE ACTIVITIES OF THE INSURED UNDER THIS AGREEMENT

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER: A  
THE COUNTY OF SAN MATEO/CONTRACTS & INSURANCE  
ATTN: JANE MARKS  
262 HARBOR BLVD.  
BELMONT CA 94002-

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*Jal Espana*

**POLICY NUMBER:2001-04560**

**POLICY TYPE:LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED---DESIGNATED PERSON OR ORGANIZATION:  
THE COUNTY OF SAN MATEO**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**POLICY TYPE:LIABILITY**

**SCHEDULE:10/02/2001 - 10/02/2002**

**NAME OF PERSON OR ORGANIZATION:  
THE COUNTY OF SAN MATEO**

**ADDITIONAL WORDING IF NECESSARY:THE COUNTY OF SAN MATEO, ITS  
OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED AS ADDITIONAL  
INSURED AS A FUNDING SOURCE FOR THE ACTIVITIES OF THE INSURED UNDER  
THIS AGREEMENT**

**(If no entry appears above, information required to complete this endorsement  
will be shown in the Declarations as applicable to this endorsement.)**

**WHO IS AN INSURED (Section II) is amended to include as insured the person or  
organization shown in the Schedule as an insured but only with respect to  
liability arising out of your operations or premises owned by or rented to  
you.**

**Copyright, Insurance services Office, Inc. 1984**