

SECOND AMENDMENT TO THE FEE-FOR-SERVICE AGREEMENT WITH
EL CENTRO DE LIBERTAD
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 EL CENTRO DE LIBERTAD (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:

- 1) ONE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$159,500) for Drug Court alcohol and drug treatment services described in Exhibit A.
- 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 B.
- 3) ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$149,179) For SB223 drug testing services described in Exhibit B.

CHANGE #2: Amend Section IV. B. in Exhibit A to read:

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

CHANGE #3: Add to introductory paragraph of Exhibit B:

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. No services or payments will be made until the appropriate licensure and/or certification has been obtained.

CHANGE #4: Amend Sections I.A. in Exhibit B to read:

A. 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 focus on Spanish and English speaking individuals with co-occurring disorders. Contractor's basic outpatient treatment services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, relapse prevention, aftercare planning, follow-up at 3-months and 9-months, and follow-up with Probation/Parole as required.
2. One weekly 2 hour group education/counseling session. Sessions will include: the disease model of addiction, the addiction and recovery process, the 12-step model of recovery, the impact of addiction on family systems and family dynamics, health issues (e.g. HIV/AIDS, tuberculosis, hepatitis B and C, and other infectious diseases, and strategies for preventing and responding to relapse.
3. One weekly 1 hour individual counseling session with primary counselor. Sessions will include: case management, family problems, adjustment issues, legal and medical concerns including referrals for medical testing and care, aftercare planning.
 - a. Three weekly 12-step meetings (support to client in addressing the first 3 of the 12 steps).
 - b. Two, 2-hour family counseling sessions per 90 days of treatment. Sessions will include: introduction to the recovery process and its potential impact on the family, introduction to family support meetings (e.g., Al-Anon).
 - c. Access to ancillary services including: vocational training, literacy and ESL classes, referrals to the Family Self Sufficiency Team (FSST), health care, parenting classes, family counseling.
 - d. Special services: the basic 90 day treatment may be extended for program participants who need a longer term to complete the program, including those who: fail a drug or alcohol screen, do not follow the terms outlined in the treatment plan, miss or arrive late for more than 2 consecutive sessions without notifying the

Contractor in advance, have a dual diagnosis, are deemed by the Contractor to be at-risk of relapse.

CHANGE #5: Amend Sections I.B.1 and I.B.2 in Exhibit A to read:

1. SACPA/Proposition 36 Substance Abuse Education Services:
Contractor's basic substance abuse education services will include:
 - a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, follow-up at 3 months and 9 months for each program participant, and follow-up with Probation/Parole as required.
 - b. Twelve hours of educational classes (6 per week), plus 6 12-step meetings.
 - c. A curriculum consistent with the ASAM. The curriculum will include the: disease model of addiction, addiction process, twelve-step model of recovery, impact of addiction on family systems, risk factors related to substance abuse, health issues (e.g. HIV/AIDS, tuberculosis, hepatitis B and C, and other infectious diseases), strategies for avoiding and recovering from relapse, urine screening, non-violent strategies for handling anger and resolving disputes, and communication skills, anger management, and peaceful conflict resolution.
 - d. Aftercare planning and family support groups.
2. SACPA/Proposition 36 Intervention Services:
Contractor's basic intervention services will include:
 - a. Intake, assessment including a three-month and nine-month follow-up (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, monthly family support groups, aftercare planning, and follow-up with Probation/Parole as required.
 - b. Eight week program consisting of: 4 1-hour individual counseling sessions, 8 2-hour group education/counseling sessions, 3 12-step meetings per week.
 - c. The curriculum will include the: model of cognitive/behavioral restructuring, disease model of addiction, addiction process, 12-

step model of recovery, impact of addiction on family systems, risk factors related to substance abuse, health issues (e.g. HIV/AIDS, tuberculosis, hepatitis B and C, and other infectious diseases), strategies for avoiding and recovering from relapse, non-violent strategies for handling anger and resolving disputes, and communication skills, anger management, and peaceful conflict resolution.

- d. Alcohol and drug screening.

CHANGE #6: Amend introductory paragraph of Section IV in Exhibit B to read:

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:

1. For the period July 1, 2001 through April 30, 2002 County shall pay Contractor the following rates:
 - a) \$42.00 per individual counseling hour provided, per individual served;
 - b) \$42.00 per group counseling hour provided, per individual served;
 - c) \$42.00 per treatment hour provided for alcohol and drug addiction education services, per individual served.

2. For the period May 1, 2002 through June 30, 2002 County shall pay Contractor at the following rates:
 - a) \$79.75 per staff hour for each outpatient, substance abuse education, and intervention services. Staff hour is defined as available staff hours.

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: _____

EL CENTRO DE LIBERTAD

By: George Borg, Executive Director
Name, Title - please print

George Borg
Signature

Date: 4-25-02

Contractor's Tax I.D. No. 94-3189174

COUNTY OF SAN MATEO
Departmental Correspondence

Date: June 4, 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: El Centro de Libertad

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

DUTIES:

Provides nonresidential alcohol and drug prevention and treatment services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$2M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Additional Insured				
Automobile Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$2M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No employees				

Remarks/Comments:

Signature:

Priscilla Morse
Risk Management

Insform.wp

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 05/31/2001
PRODUCER (650)341-4424 FAX (650)341-4465 Business Professional Ins. Assoc. Inc. 1519 South B Street San Mateo, CA 94402	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.		
INSURED El Centro de Libertad The Freedom Center 2944 Broadway Redwood City, CA 94062	INSURER A: Nonprofit Insurance Alliance INSURER B: Genesis Insurance Company INSURER C: this certificate supercedes the certificate issued on 5/03/01 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.

POLICY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2001-03306	05/15/2001	05/15/2002	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Misc Professional				PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIED PER:					GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- SCT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	2001-03306	05/15/2001	05/15/2002	COMBINED SINGLE LIMIT (25% excess) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTO					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER Business Personal Property	PAB00106 7D-03306	05/15/2001	05/15/2002	\$25,000, \$250 Deductible Special Form, RC

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 It is understood that the certificate holder is included as additional insured as respects services provided by the named insured

30-day notice of cancellation for non payment shall apply.

CERTIFICATE HOLDER: <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
San Mateo County AIDS Program 225 37th Avenue San Mateo, CA 94403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Peter Kelly/MICIE

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-16-02

POLICY NUMBER: 1384258 - 02
CERTIFICATE EXPIRES: 03-16-03

COUNTY OF SAN MATEO
ALCOHOL & DRUG PROGRAM
225 WEST 37TH AVE.
SAN MATEO CA 94403

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days' advance written notice to the employer.

We will also give you 10 days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

Kenneth C. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

EMPLOYER

LEGAL NAME

20 3 P 28 FEB 28 2002

EL CENTRO DE LIBERTAD
FREEDOM CENTER
1230 HOPKINS AVE # A
REDWOOD CITY CA 94062

ALCOHOL & DRUG SERVICES
HUMAN SERVICES AGENCY

EL CENTRO DE LIBERTAD
(A NON PROFIT CORPORATION)