

SECOND AMENDMENT TO THE FEE-FOR-SERVICE AGREEMENT WITH
PYRAMID ALTERNATIVES
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 PYRAMID ALTERNATIVES (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:

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.
- 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 as follows:

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

CHANGE #3: Amend Section I in Exhibit B to read as follows:

Add to introductory paragraph:

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 will be provided until the appropriate licensure and/or certification has been obtained.

- 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 be available in English, Spanish, and Tagalog; and will be culturally appropriate for gay men and lesbians where necessary. Contractor will also provide services to individuals with a co-occurring disorder as defined in Section III.C. of Attachment 6. Contractor's basic outpatient treatment services will include:
 1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, 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 12 weeks of outpatient services including: 2 individual counseling sessions, 4 group counseling sessions, per month, per program participant.
 3. Curriculum will include: psycho-educational sessions in content and function, and will address each program participant's unique issues such as: threat of suicide, co-occurring disorders, cultural, employment, health, anger management, sexual orientation, and other related issues including family issues.
 4. Family sessions will include: psycho-education, parenting skills, developmental and maturation indicators, risk assessment and management, cultural and/or unique issues.
 5. Access to ancillary services including: legal support, HIV/AIDS testing and education, health/mental health care, literacy assistance and supportive educational training, and job search.

6. In addition, program participants with a co-occurring disorder will receive Contractor's basic outpatient services plus groups specifically tailored for that population, which will be co-facilitated with Mental Health Services.
 - a. Program participants will be allowed prescribed psychotropic medications with written confirmation from the prescribing physician.

CHANGE #4: Add Sections I.B. and I.C. to Exhibit B to read as follows:

B. SACPA/Proposition 36 Substance Abuse Education and Intervention Services: Contractor's basic substance abuse education and intervention 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 substance abuse education and intervention services will be available in English, Spanish, and Tagalog; and will be culturally appropriate for gay men and lesbians as necessary. Contractor will also provide services to individuals with a co-occurring disorder as defined in Section III.C. of Attachment 6.

1. 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 for each program participant at 3- months and 9-months, and follow-up with Probation/Parole as required.
 - b. Contractor's basic substance abuse education plan will include a minimum of 5 months of substance abuse education services including: 21 group counseling sessions, per month, per program participant.
 - c. Curriculum will include: program participants and family members will receive psycho-education including a full range of subjects from the disease model of addiction to job and educational issues, family dynamics, building parenting skills, urine screening, on-going support in 12-step and similar programs.
 - d. Access to ancillary services including: health screening, HIV testing, tutoring, job skills, family support groups, plus other related services.

2. Contractor's basic early intervention services will include:
 - a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, urine screening, follow-up for each program participant at 3- months and 9-months, and follow-up with Probation/Parole as required.
 - b. Contractor's basic early intervention plan will include a minimum of 6 weeks of substance abuse education services including: 21 group counseling sessions, per month, per program participant.
 - c. Curriculum will include: program participants and family members will receive psycho-education including a full range of subjects from the disease model of addiction to job and educational issues, family dynamics, building parenting skills, on-going support in 12-step and similar programs.
 - d. Access to ancillary services including: health screening, HIV testing, tutoring, job skills, family support groups, plus other related services.

C. SACPA/Proposition 36 Alcohol and Drug Treatment Readiness Services: Contractor's basic alcohol and drug 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 alcohol and drug treatment readiness services will be available in English, Spanish, and Tagalog; and will be culturally appropriate for gay men and lesbians, as necessary. Contractor will also provide services to individuals with a co-occurring disorder as defined in Section III.C. of Attachment 6. Contractor's basic alcohol and drug treatment readiness services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, 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 treatment readiness plan will include a minimum of 2 ½ weeks of treatment readiness services including: 2 individual and 2 group counseling sessions, per month, per program participant.

3. Curriculum will include: sessions which are psycho-educational in content and function, and will address each program participant's unique issues such as: threat of suicide, co-occurring disorders, cultural, employment, health, anger management, sexual orientation, and other related issues including family issues.
4. Family sessions will include: psycho-education, parenting skills, developmental and maturation indicators, risk assessment and management, cultural and/or unique issues.
5. Access to ancillary services including: legal support, HIV/AIDS testing and education, health/mental health care, literacy assistance and supportive educational training, and job search.
6. In addition, program participants with a co-occurring disorder will receive Contractor's basic treatment readiness services plus groups specifically tailored for that population, which will be co-facilitated with Mental Health Services.
 - a. Program participants will be allowed prescribed psychotropic medications with written confirmation from the prescribing physician.

CHANGE #5: Amend introductory paragraph of Section III. in Exhibit B 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:

1. For the period July 1, 2001 through April 30, 2002 County shall pay Contractor the following rates:
 - a. \$38.00 per individual counseling hour provided, per individual served;
 - b. \$38.00 per group counseling hour provided, per individual served;
2. For the period May 1, 2002 through June 30, 2002 County shall pay Contractor at the following rates:

- a. \$78.00 per staff hour for: substance abuse education, intervention, treatment readiness, outpatient, and intensive outpatient services.

CHANGE #6: Amend Section IV of Exhibit B to read as follows:

Effective May 1, 2002, services will be billed as follows:

1. Substance abuse education and intervention, treatment readiness, outpatient, and intensive outpatient services will be billed by staff hour for each of the modalities, monthly. Staff hours are 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: _____

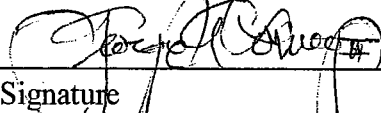
ATTEST:

Clerk of Said Board

Date: _____

PYRAMID ALTERNATIVES

By: GEORGE TOBNEY, Executive Director
Name, Title - please print


Signature

Date: 4/18/02

Contractor's Tax I.D. No. 94-2251653

COUNTY OF SAN MATEO
 Departmental Correspondence

Date: January 28, 2002

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: Pyramid Alternatives

DOES CONTRACTOR TRAVEL? Yes

DUTIES:
 Provides nonresidential alcohol and drug treatment services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <input checked="" type="checkbox"/> Additional Insured	\$3M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$3M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation <input type="checkbox"/> No employees	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:
 This is a renewal certificate for the liability insurance.

Signature: Priscilla Morse
 Risk Management

Insform.wp

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
01/24/02

PRODUCER

ERNEST BLOOMFIELD & ASSOCIATES
REHABILITATION & RECOVERY INSURANCE AGENCY, INC.
22 BATTERY STREET, SUITE 503
SAN FRANCISCO, CA. 94111

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.

COMPANIES AFFORDING COVERAGE

COMPANY A	NORTH RIVER INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

INSURED
PYRAMID ALTERNATIVES
480 MANOR PLAZA
PACIFICA, CA. 94044

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	TO BE DETERMINED	12-30-01	12-30-02	GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TO BE DETERMINED	12-30-01	12-30-02	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS
					EACH ACCIDENT \$
A	OTHER PROFESSIONAL LIABILITY	TO BE DETERMINED	12-30-01	12-30-02	\$3,000,000 AGGREGATE
					\$1,000,000 EACH OCCURRENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR AS A FUNDING SOURCE FOR THE INSURED PER FORM FM 101.0.1750 (0999) ATTACHED TO THE POLICY.

CERTIFICATE HOLDER

SAN MATEO COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES C/O HUMAN SERVICES AGENCY
 DRUG AND ALCOHOL PROGRAM
 400 HARBOR BOULEVARD, BUILDING C
 BELMONT, CA. 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING 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
 ERNEST BLOOMFIELD *Ernest Bloomfield*

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

JULY 3, 2001

POLICY NUMBER: 1004250 - 01
CERTIFICATE EXPIRES: 7-1-02

SAN MATEO COUNTY
ATTN: WILLIAM HUFFMAN
400 HARBOUR BLVD BUILDING C
BELMONT CA 94002

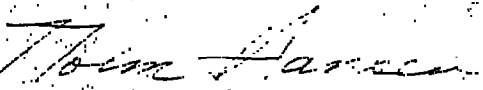
THIS SUPERSEDES AND
CORRECTS THE CERTIFICATE
ISSUED ON 07-01-01.

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.

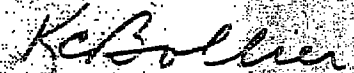
This policy is not subject to cancellation by the Fund except upon ten (10) days advance written notice to the employer.

We will also give you ten (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.



AUTHORIZED REPRESENTATIVE



PRESIDENT

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE
07/01/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYEE

PIRAMID ALTERNATIVES INC
430 MANOR PLZ
PACIFICA CA 94044

2001 JUL 10 9:44
HUMAN SERVICES AGENCY
JONSON GEORGE WYMAN