

SECOND AMENDMENT TO THE FEE-FOR-SERVICE AGREEMENT WITH
SERVICE LEAGUE 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 SERVICE LEAGUE 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 3.B. of the body of the Agreement to read as follows:

- 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 III. 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 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". Start-up activities and expenses will be in accordance with Contractor's approved start-up budget. Contractor will provide the following start-up activities necessary to provide SACPA/ Proposition 36 funded services:

1. Purchase computer and related office equipment necessary to support the SACPA/Proposition 36 treatment services.
2. Make alterations and renovations as required by Fire Marshall and City Code including installation of ceiling sprinkler system, outside stairs to bedrooms on second floor, and alternate lighting.

B. SACPA/Proposition 36 Women's Residential Alcohol and Drug Treatment Services:

Contractor's basic women's residential 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 women's residential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months for each program participant, and follow-up with Probation/Parole as required.
2. A structured program including individual and group alcohol and drug-related counseling, family reunification issues and relationships, discharge planning, and relapse prevention.
3. Two 2-hour alcohol and drug-related education classes each week to address recovery issues including: alcohol and drug addiction and recovery, life skills, household budgeting, credit and time management, self-control, anger management, inter-personal problem solving skills, critical reasoning and recognition of values that influence behavior, consequences of behavioral choices, vocational education, job readiness, resume writing and continued education, conflict resolution and anger management, parenting skills and family workshops, socialization and communication skills, alcohol and drug-free leisure and socialization activities, physical fitness, nutrition and cooking, art therapy,

hypnotherapy, health education including HIV/AIDS awareness, self-esteem building, stress management, and legal issues including court procedures.

4. Access to ancillary support services may include: 12-step meetings, HIV/AIDS testing and education, literacy and vocational training, job search, and health/mental health care, dental care, and support groups.

CHANGE #4: Amend Section III 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:

- A. Start-up Payment Rates:
Of the \$1,343,913, County shall pay this Contractor a maximum of FIFTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$51,500) 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:
 1. For the period July 1, 2001 through June 30, 2002 County shall pay Contractor at the rate of:
 - a. \$82.03 per bed day provided, per program participant served, for women's residential treatment services;
 2. For the period July 1, 2001 through June 30, 2002 County shall pay Contractor at the rate of:
 - a. \$36.00 per treatment hour provided, per program participant served, for treatment readiness 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

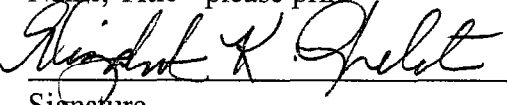
Date: _____

ATTEST:

 Clerk of Said Board

Date: _____

SERVICE LEAGUE OF SAN MATEO COUNTY

By: ELIZABETH K. GHELETA
 Name, Title - please print

 Signature

Date: 4-22-02

Contractor's Tax I.D. No. 94-1661885

COUNTY OF SAN MATEO
Departmental Correspondence

Date: November 15, 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: Service League of San Mateo County

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

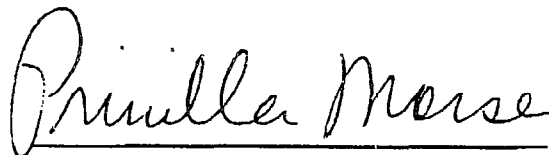
DUTIES:

Provide alcohol and drug treatment services (residential and treatment readiness) to women and women with children.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$2 M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Additional Insured				
Automobile Liability	<u>\$1 M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$2 M</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:



Risk Management

Inform.wp

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/13/01

PRODUCER
ARCHBOLD & FATHER INS.
505 RAINSVILLE ROAD
PETALUMA, CA. 94952

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
SERVICE LEAGUE OF SAN MATEO COUNTY
727 MIDDLEFIELD ROAD
REDWOOD CITY, CA. 94063

INSURER A: FIRST NATIONAL INS. CO.
INSURER B:
INSURER C:
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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CP7750417J	11-14-01	11-14-02	EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$200,000
					MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$1,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA7750417J	11-14-01	11-14-02	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY	LP7750417H	11-14-01	11-14-02	1,000,000/OCC. 2,000,000/AGG.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
COUNTY OF SAN MATEO ALCOHOL & DRUG SERVICES 400 HARBOR BLVD., BLDG. C BELMONT, CA. 94002		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 <i>James E. Archbold</i>

**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-01-01

POLICY NUMBER: 0431188 - 01
CERTIFICATE EXPIRES: 11-01-02

SAN MATEO COUNTY
ALCOHOL & DRUG DIVISION
400 HARBOR BLVD.
BELMONT CA 94002

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

SERVICE LEAGUE OF SAN MATEO
727 MIDDLEFIELD RD
REDWOOD CITY CA 94063

SERVICE LEAGUE OF SAN MATEO
(A NON-PROFIT CORP.)

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