

SECOND AMENDMENT TO THE FEE-FOR-SERVICE AGREEMENT WITH
SITIKE COUNSELING CENTER
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 SITIKE COUNSELING CENTER (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 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 II 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.

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 will provide outpatient alcohol and drug treatment services during the day and evening hours in both English and Spanish as follows:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), 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. Contractor's basic outpatient treatment plan will include: 4 individual and 4 group counseling sessions, per program participant, per month.
3. Curriculum will include: physiological, psychological and spiritual aspects of addiction, treatment planning, development of psychological and emotional tools to maintain abstinence, and begin to address family, employment and financial issues, education about and development of tools to deal with craving and withdrawal symptoms, nutritional information as it relates to recovery, information and education regarding the disease of addiction and its progression, and relapse prevention.
4. Access to ancillary services including: acupuncture treatment, 12-step meetings, education on HIV/AIDS, hepatitis C and tuberculosis, job skill assessment and training, referrals for housing, health and mental health services, and literacy assessment and training.

CHANGE #4: Amend Section I.C. of Exhibit B to read as follows:

C. SACPA/Proposition 36 Alcohol and Drug Day Treatment Services: Contractor's basic 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. Each program participant will attend day treatment services 3 to 5 days per week, 4 hours per day, for a period of 3 to 9 months. Contractor will provide day treatment services in both English and Spanish as follows:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), 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. Contractor's basic day treatment plan will include: 5 individual and 20 group counseling sessions, 20 transportation trips, and 80 hours of child care, per program participant, per month.
3. Curriculum will include: treatment planning, early recovery, education about and development of tools to deal with craving and other withdrawal symptoms, nutritional information as it relates to recovery, information and education regarding the disease of addiction and its progression, physiological, psychological and spiritual aspects of addiction and development of the emotional and psychological tools to maintain abstinence, relapse prevention including: identification of triggers, actions to be taken to avoid relapse and identification of people, places and situations that program participant needs to come to terms with in order to support on-going recovery, family issues, employment, and financial and legal issues.
4. Access to ancillary services including: acupuncture treatment, 12-step meetings, education on HIV/AIDS, hepatitis C and tuberculosis, health screening, life skills training, family therapy, referrals for job skills assessment and training, and referrals for housing and literacy assessment and training.

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:

- A. For the period July 1, 2001 through June 30, 2002 County shall pay Contractor at the following rate:
 - 1) \$55.00 per day for alcohol and drug education classes, per program participant served;
- B. For the period July 1, 2001 through April 30, 2002 County shall pay Contractor the following rates:

- 1) \$39.63 per individual counseling hour provided, per program participant served;
- 2) 39.63 per group counseling hour provided, per program participant served;
- 3) \$135.00 per treatment visit day provided for day treatment services, per program participant served.

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

- 1) \$75.30 per staff hour for outpatient services;
- 2) \$135.28 per treatment visit day provided for day treatment services, per program participant served.

CHANGE #6: add the following to Section IV of Exhibit B:

4. Outpatient services will be billed by staff hours. 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: _____

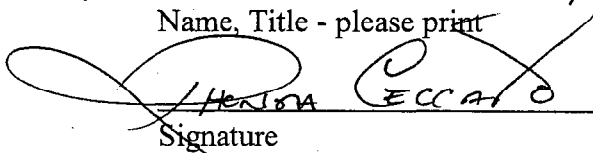
ATTEST:

Clerk of Said Board

Date: _____

SITIKE COUNSELING CENTER

By: RHONDA CECCATO EXECUTIVE DIRECTOR
Name, Title - please print



Signature

Date: 4-17-02

Contractor's Tax I.D. No. 910-3283-9

COUNTY OF SAN MATEO
Departmental Correspondence

Date: June 6, 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: Strike, Inc.

DOES CONTRACTOR TRAVEL?

IF YES, WHAT PERCENT OF CONTRACTED Yes
TIME?

DUTIES:

Provides nonresidential alcohol and drug treatment services to adults and pregnant/parenting women.

INSURANCE COVERAGE:

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

Remarks/Comments:

This is a renewal certificate.

Signature:

Priscilla Morse
Risk Management

Insform.wp

CERTIFICATE OF INSURANCE

05-24-77

Producer (510) 222-8643
GALEN HAYES INSURANCE AGENCY
 550 SAN PABLO DAM ROAD # C
 SOBRANTE, CA 94803

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 **PHILADELPHIA INDEMNITY INSURANCE**
- Company B **NORTH AMERICAN SPECIALTY INSURANCE COMPANY**
- Company C
- Company D

Insured SITIK01-ECJ
SITIKE, INC.
 306 SPRUCE AVENUE
 SOUTH SAN FRANCISCO CA 94080

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 REF	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liab <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Cont Protective <input checked="" type="checkbox"/> PROF. LIAB	PEPG120688	07/01/01	07/01/02	General Aggregate \$ 2,000,000 Products-Com' Ops Agg. \$ 1,000,000 Personal & Adv Injury \$ 1,000,000 Each Occurrence \$ 1,000,000 Fire Damage (any 1 fire) \$ 100,000 Med Exp (any one person) \$ 5,000
	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	PEPG120688	07/01/01	07/01/02	Combined Single Limit \$ 1,000,000 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				Auto Only - Ea Accident \$ Other Than Auto Only Each Accident \$ Aggregate \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form	PHUM105068	07/01/01	07/01/02	Each Occurrence \$ 1,000,000 Aggregate \$ 1,000,000
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY The Proprietor/Partners/Executive Officers are: <input type="checkbox"/> Incl <input type="checkbox"/> Excl	34W000107600	07/01/01	07/01/02	<input checked="" type="checkbox"/> Statutory Limit Other EL Each Accident \$ 1,000,000 EL Disease-Policy Limit \$ 1,000,000 EL Disease-Ea Employee \$ 1,000,000
A	OTHER D & O A PROPERTY	HD02019553 PHPG120688	07/01/01 07/01/01	07/01/02 07/01/02	\$1,000,000 \$50,000. \$500 DED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER LISTED IS NAMED AS ADDITIONAL.

CERTIFICATE HOLDER

CANCELLATION

SAN MATEO COUNTY
 ALCOHOL AND DRUG PROGRAM
 400 HARBOR BLVD., BUILDING C
 BELMONT, CA 94002

006
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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

Galen Hayes