

SECOND AMENDMENT TO THE FEE-FOR-SERVICE AGREEMENT WITH
WALDEN HOUSE, INC.
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 WALDEN HOUSE, INC. (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 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 A.
- 2) ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$149,179) For SB223 drug testing services described in Exhibit A.
- 3) ONE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$159,500) for Drug Court alcohol and drug treatment services described in Exhibit B.

CHANGE #2: Amend Section I in Exhibit A to read:

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. Contractor's basic 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 residential alcohol and drug treatment services will be available to individuals with a co-occurring disorder as defined in Section III.C.1. of Attachment 6, and will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, addiction education and intervention, mental health assessment, 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 counseling, treatment planning, psycho-educational sessions including anger management and life skills, relapse prevention, supportive services addressing co-factors of addiction, educational workshops and classes on HIV/AIDS behavior risks, vocational/educational opportunities, financial planning, parenting skills, family reunification, 12-step and other support activities, discharge planning, and relapse prevention.
3. In addition, program participants with a dual diagnosis will receive psychosocial and biomedical assessments, psychotropic medication administration and monitoring as appropriate, group and individual psychotherapy. Contractor will provide licensed professional staff (psychiatrist, psychologist and family therapist) to work with substance abuse counselors to integrate the two areas of service into a unified treatment plan.
4. Medical supervision for program participants receiving methadone, psychiatric medication, tuberculosis medication, or any other prescribed medication necessary.
5. Access to ancillary support services may include: 12-step meetings, HIV/AIDS testing, educational functioning assessment, health/mental health assessment, vocational assessment, GED preparation, literacy issues, job-seeking workshops, peer support groups, and legal assistance.

CHANGE #3: Amend introductory paragraph of Section III in Exhibit A 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.

1. County shall pay Contractor as follows:

a. SACPA/Proposition 36 funded Alcohol and Drug Treatment Services:

1) For the period July 1, 2001 through June 30, 2002 County shall pay Contractor the following rates:

a) \$75.26 per bed day provided, per individual served, for men's residential services;

CHANGE #5: Amend Section IV. B. in Exhibit B to read:

B. ONE HUNDRED EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$108,500) for CDCI funded treatment 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: _____

WALDEN HOUSE, INC.

By: Debi Lewis, Vice-President
Name, Title - please print

Debi Lewis
Signature

Date: 4/25/02

Contractor's Tax I.D. No. 94-1710103

COUNTY OF SAN MATEO
Departmental Correspondence

Date: December 18, 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: Walden House, Inc.

DOES CONTRACTOR TRAVEL? Yes

DUTIES: Provides residential alcohol and drug treatment services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <u> X </u> Additional Insured	<u>\$3M</u>	<u> ✓ </u>	<u> </u>	<u> </u>
Automobile Liability	<u>\$1M</u>	<u> ✓ </u>	<u> </u>	<u> </u>
Professional Liability	<u>\$3M</u>	<u> ✓ </u>	<u> </u>	<u> </u>
Workers' Compensation <u> </u> No employees	<u>Statutory</u>	<u> ✓ </u>	<u> </u>	<u> </u>

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

Insform.wp

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/12/2001

PRODUCER (408)985-7171 FAX (408)241-5669
Stateco Insurance Services
 350 S. Saratoga Avenue
 San Jose, CA 95129



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 **Walden House Incorporated**
 520 Townsend Street
 San Francisco, CA 94103-0000

INSURER A: **Legion Insurance Company**
 INSURER B: **Wauasu Insurance**
 INSURER C: ****National Union Fire**
 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 type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR X Professional X Abuse/Molestation	CP21208741	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" 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 <input checked="" type="checkbox"/> \$1,000 Comp Deduct <input checked="" type="checkbox"/> \$1,000 Coll Deduct	CP21208741	07/01/2001	07/01/2002	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 EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UM21208742	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Retention \$ 10,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	81900006326	07/01/2001	07/01/2002	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER Blanket Real Property and Pers/Prop/Equip	CP21208741 **473-80-79	07/01/2001 11/01/2001	07/01/2002 11/01/2002	Blanket Limit: \$20,869,571 Fidelity Bond Limit: \$6,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 County of San Mateo Alcohol & Drug Services are named as Additional Insured RE 815 Buena Vista West, San Francisco, CA 94117, 1885 Mission Street, San Francisco, CA 94103 and 890 Hayes Street, San Francisco, CA 94117

Ten (10) Days notice of cancellation for non-payment of premium

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
County of San Mateo Alcohol and Drug Services 400 Harbor Blvd., 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 <u>30</u> 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