SECOND AMENDMENT TO THE FEE-FOR-SERVICE AGREEMENT WITH WOMEN'S RECOVERY ASSOCIATION 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") the WOMEN'S RECOVERY ASSOCIATION (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 1 of the body of the Agreement to add reference to new Exhibit C as follows:

1. <u>Exhibits and Attachments</u>. Exhibit C: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 Alcohol and Drug Treatment Services and Rates of Payment for Those Services

CHANGE #2: Amend Section 3 of the body of the Agreement to amend paragraph B.1., and to add paragraphs B.2. and B.3. as follows:

- ONE HUNDRED FIFTY-NINE THOUSAND AND FIVE HUNDRED DOLLARS (\$159,500) for Drug Court alcohol and drug treatment services described in Exhibit A for the contract term.
- 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 C for the period May 1, 2002 through June 30, 2002.
- 3) ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$149,179) For SB223 drug testing services described in Exhibit C for the period May 1, 2002 through June 30, 2002.

CHANGE #3: Amend Section IV. B. in Exhibit A to read as follows:

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

CHANGE #4: Add Exhibit C as follows:

EXHIBIT C

Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 Funded Alcohol and Drug Treatment Services WOMEN'S RECOVERY ASSOCIATION May 1, 2002 through June 30, 2002

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. 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. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

Contractor will admit individuals, hereinafter referred to as "program participants", who are referred by SACPA/Proposition Team to these services. The length of treatment will vary according to the specific need of each program participant. Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County to individuals who are deemed eligible for SACPA/Proposition 36 funded services:

I. <u>SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT</u> <u>SERVICES:</u>

- A. <u>SACPA/Proposition 36 Start-up Activities:</u> 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
 - 1. Purchase equipment and furnishings necessary to support the SACPA/Proposition 36 treatment services.

start-up activities necessary to provide SACPA/ Proposition 36 funded services:

B. <u>SACPA/Proposition 36 Women's Treatment Readiness Alcohol and Drug</u> <u>Treatment Services:</u> Contractor will provide treatment readiness services to women on the alcohol and

drug treatment services waiting list for treatment program openings. Services will be geared toward assisting women to become engaged and supported while waiting for a treatment opening. Contractor's basic women's 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 treatment readiness services will be available to women and women with children. Contractor's basic women's treatment readiness services will include:

- 1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), information and referral services and linkages to ancillary services, 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 treatment readiness plan will include: 1 individual and 8 group counseling sessions per program participant, per month.
- 3. Curriculum will include: weekly education activities on chemical dependency, tools for recovery, self-esteem, stress management, 12-step meetings, individual and group interventions, crisis prevention, skill building, and family assessment.
- 4. Access to ancillary services including: health/mental health, vocational training, housing, legal issues, transportation, child care, and family and couples counseling.
- C. <u>SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services:</u> 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 services will be available to women and women with children. Contractor's basic outpatient services will include:
 - 1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan, relapse prevention, urine screening, follow-up at 3-months and 9-months for each program participant, follow-up with Probation/Parole as required.
 - 2. Contractor's basic outpatient treatment plan will include: 1 individual and 4 group counseling sessions per program participant, per month.

- 3. Curriculum will include: stress management, 12-step recovery, life skills, self esteem building, family dynamics, relationship skills, crisis prevention, mentoring, alcohol and drug-free social activities, and aftercare planning.
- 4. Access to ancillary services including: health/mental health, vocational training, housing, literacy/education, financial assistance, legal issues, transportation, child care, and family and couples counseling.
- <u>SACPA/Proposition 36 Women's Day Treatment Services:</u> Contractor's basic women's 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. Contractor's basic women's day treatment services will be available to women and women with children. Contractor's basic women's day treatment services will include:
 - 1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan, relapse prevention, urine screening, follow-up at 3-months and 9-months for each program participant, follow-up with Probation/ Parole as required.
 - 2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week. Contractor's basic women's day treatment plan will include: 4 individual and 46 group counseling sessions per program participant, per month.
 - 3. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.
 - 4. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

- E. <u>SACPA/Proposition 36 Women's Intensive Day Treatment Services:</u> Contractor's basic women's intensive 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. Contractor's basic women's intensive day treatment services will be available to women and women with children. Contractor's basic women's intensive day treatment services will include:
 - 1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan, relapse prevention, urine screening, follow-up at 3-months and 9-months for each program participant, follow-up with Probation/ Parole as required.
 - 2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week. Contractor's basic women's intensive day treatment plan will include: 4 individual and 70 group counseling sessions per program participant, per month. Contractor will provide program participants with transportation to and from facility if needed.
 - 3. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.
 - 4. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

II. <u>SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT</u> <u>PROVISIONS:</u>

A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.

- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a SACPA/ Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

III. <u>SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT</u> <u>SERVICES PAYMENT RATES:</u>

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 as follows::

A. <u>Start-up Payment Rates:</u>

Of the \$1,343,913, County shall pay this Contractor a maximum of SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200) 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. <u>SACPA/Proposition 36 funded Alcohol and Drug Treatment Services:</u>
 - 1. County shall pay Contractor at the rate of:
 - a. \$87.00 per staff hour for treatment readiness services;
 - b. \$84.00 per staff hour for outpatient treatment services;
 - c. \$130 per treatment visit day provided, for day treatment services, per program participant served;
 - d. \$137 per treatment visit day provided, for intensive day treatment services, per program participant served.

- 2. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.
- 3. Contractor's monthly itemized bill will include the following:
 - a. Name of program participant receiving SACPA/ Proposition 36 funded services, modality (treatment readiness, outpatient, and day treatment, intensive day treatment), and the name of the referring SACPA/Proposition 36 team member.
 - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant for treatment readiness and outpatient services.
 - c. Number of group counseling hours provided, by program participant for treatment readiness and outpatient services.
 - d. Number of staff available hours provided for alcohol and drug treatment services each month, by modality (treatment readiness and outpatient).
 - e. Number of treatment visit days provided, by program participant for day treatment and intensive day treatment services.
 - f. Total amount of the bill for each month, by modality.
 - g. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

IV. PAYMENT DEFINITIONS BY MODALITY:

- A. Treatment readiness and outpatient services to be billed by staff hours. Staff hours are defined as <u>available</u> staff hours.
- B. Day treatment and intensive day treatment services to be billed under one daily rate (visit day) which includes all services under day treatment and intensive day treatment, hereinabove, and in addition will include light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation).

V. <u>DRUG TESTING:</u>

- A. Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB223 services must be provided in accordance with the requirements of Division 10.9 of the Health and Safety Code for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.
 - 1. Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but not be limited to, a urine test, a blood test, saliva test, and breath alcohol test.
 - 2. <u>Guidelines for drug testing</u>:
 - a. Drug testing must be used as a treatment tool.
 - b. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
 - c. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
 - d. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
 - e. A single drug test shall not be the sole basis for:
 - 1) determining unamenability to treatment, or
 - 2) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
 - f. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
 - g. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.
 - <u>SB223 Funded Drug Testing Services Payment Rates:</u> In full consideration of the SB223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug

treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$149,179). County shall pay Contractor in the manner described below:

- a. County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test and related costs. Contractor shall bill for actual costs only.
- b. Contractor's monthly itemized bill will include the following:
 - 1) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
 - 2) Total number of staff available hours provided for each month.
 - 3) Total amount of the bill for testing services for each month.
- c. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

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: _____

WOMEN'S RECOVERY ASSOCIATION

A-BON By: Name. Title, please print énature

Date:

Contractor's Tax I.D. No. <u>23-7079003</u>

4-24-07

2wraffs.wpd

COUNTY OF SAN MATEO Departmental Correspondence

Date: March 11, 2002

TO: Priscilla Harris-Morse, Risk Manager

FROM: Jane Marks, Alcohol and Drug Services Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE

values included a

SUBJECT: Contract Insurance Approval

CONTRACTOR: Women's Recovery Association

DOES CONTRACTOR TRAVEL? Yes

DUTIES: Provide nonresidential, residential, and perinatal residential alcohol and drug treatment services to women, adolescent girls, and women with children.

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first Signature:

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