

**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
ASIAN AMERICAN RECOVERY SERVICES  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and ASIAN AMERICAN RECOVERY SERVICES (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on October 22, 2002, 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, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

**CHANGE #1:** Amend Section 3.A. of the body of the Agreement to revise number 3, and to add number 4 as follows:

- 3) **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the contract term.**
  
- 4) **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the period October 1, 2002 through June 30, 2003.**

**CHANGE #2:** Delete Exhibit B and insert revised Exhibit B (Revision 1) attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of October 22, 2002 is 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 October 22, 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: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

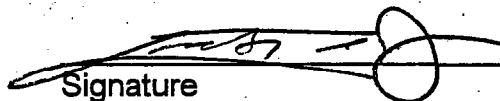
ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

ASIAN AMERICAN RECOVERY SERVICES

By: Leonardo A. Tacata, Jr, Associate Director  
Name, Title - please print

  
\_\_\_\_\_  
Signature

Date: 12/31/02

**EXHIBIT B (Revision 1 Fee-For-Service Agreement)**  
**Drug Court Alcohol and Drug Treatment Services and Payments**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court alcohol and drug treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's Drug Court 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 possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants", who are referred by San Mateo County Drug Court Teams to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team.

**A. CDCI Funded Drug Court Nonresidential Alcohol and Drug Treatment Services**

Contractor's basic CDCI nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, aftercare planning, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services that may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug

**Court Partnership grant designed to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. DCP Trial Track services will be provided for the period October 1, 2002 through June 30, 2003. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002:**

**A. DCP Trial Track Funded Drug Court Nonresidential Alcohol and Drug Treatment Services:**

**Contractor's basic Trial Track nonresidential alcohol and drug treatment services will include:**

- 1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, aftercare planning, and follow-up with Probation/Parole as required.**
- 2. Individual and group counseling.**
- 3. Access to ancillary services that may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.**

**III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.**
- B. Reimbursements will not be approved for any program participant treated who was not part of the Drug Court formal referral process as evidenced by the referral form which must be signed by an Alcohol and Drug Social Worker and the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.**
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If during the course of his/her care a Drug Court program participant needs to be**

transferred 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 Services Social Worker.

- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for CDCI funded treatment services.**
- B. **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for DCP Trial Track funded treatment services.**
- C. **From these funds County shall pay Contractor at the rate of: \$27.00 per individual and group counseling hour provided for CDCI and DCP Trial Track funded nonresidential alcohol and drug treatment services.**
- D. **A separate billing and record keeping system will be kept by Contractor for those individuals receiving these Drug Court alcohol and drug treatment services, by funding source (CDCI or DCP Trial Track).**
- E. Contractor's monthly itemized bill will include the following:
  - 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source.

2. Dates services were provided, the number of individual counseling hours provided, broken down by program participant and funding source.
3. Number of group counseling hours provided, broken down by program participant and funding source.
4. Number of staff hours, and funding source.
5. Total amount of the bill for each month, for each funding source.
6. Contractor will submit itemized bill and invoice 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.
7. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: September 25, 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: Asian American Recovery Services

DOES CONTRACTOR TRAVEL? Yes

DUTIES:

Provide alcohol and drug prevention and treatment services to adolescents and adults.

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

Remarks/Comments:

Signature:

Priscilla Morse  
Risk Management

Insurance Request Form.doc

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 BELONGING TO THE COMPANIES AFFORDING COVERAGE

COMPANY A PHILADELPHIA INSURANCE COMPANIES

COMPANY B STATE COMPENSATION INSURANCE FUND

COMPANY C HARTFORD FIRE INSURANCE COMPANY

COMPANY D

INSURED

ASIAN AMERICAN RECOVERY SERVICES INC.  
965 MISSION STREET, SUITE 325  
SAN FRANCISCO, CA. 94103

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.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PHPK 033 073	09-20-02	09-20-03	GENERAL AGGREGATE \$ 3,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 3,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000.00
	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100.00
					MED EXP (Any one person) \$ 5,000.00
A	AUTOMOBILE LIABILITY	PHPK 033 073	09-20-02	09-20-03	COMBINED SINGLE LIMIT \$ 1,000.00
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	1662825-02 EVIDENCE ONLY	01-27-02	01-27-03	<input checked="" type="checkbox"/> STATUTORY LIMITS
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL. <input type="checkbox"/> EXCL.				EACH ACCIDENT \$ 1,000.00
					DISEASE - POLICY LIMIT \$ 1,000.00
					DISEASE - EACH EMPLOYEE \$ 1,000.00
A	EMPLOYEE DISHONESTY	PHPK 033 073	09-20-02	09-20-03	\$250,000 - PRIMARY COVERAGE
C	EMPLOYEE DISHONESTY	57 BDD AG2548	01-05-02	01-05-03	\$482,000 - EXCESS OF PRIMARY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

\*SUBJECT TO 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM. THE CERTIFICATE HOLDER, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR.

CERTIFICATE HOLDER

COUNTY OF SAN MATEO  
ATTN: SELINA TOY  
ALCOHOL & DRUG SERVICES  
400 HARBOR BLFG., BLDG. C  
BELMONT, CA. 94002

CANCELLATION

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 *[Signature]*



COMMERCIAL GENERAL LIABILITY

Policy Number: PHPK 033 073

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

The Certificate Holder named on the attached Certificate of Insurance is named as an Additional Insured per list on file with the Insurance Companies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

1. The additional insured scheduled above includes the additional insured's officials, employees and volunteers.
2. This insurance shall be primary as respects the additional insured shown in the schedule above. Any other insurance maintained by the additional insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be cancelled except after thirty days (or ten days for non-payment of premium) written notice has been given to the additional insured scheduled above.

**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
AVALON COUNSELING SERVICES  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and AVALON COUNSELING SERVICES (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on October 22, 2002, 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, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

**CHANGE #1:** Amend Section 3.A. of the body of the Agreement to revise number 3 and to add number 4 as follows:

- 3) **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the contract term.**
  
- 4) **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the period October 1, 2002 through June 30, 2003.**

**CHANGE #2:** Delete Exhibit B and insert revised Exhibit B (Revision 1), attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of October 22, 2002 is 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.

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NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of October 22, 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: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

AVALON COUNSELING SERVICES

By: LYN SCOTT, EXECUTIVE DIRECTOR  
Name, Title - please print

  
Signature

Date: 1/7/03

**EXHIBIT B (Revision 1 Fee-For-Service Agreement)**  
**Drug Court Treatment Services and Payments**  
**AVALON COUNSELING SERVICES**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's Drug Court 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 possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", who are referred by San Mateo County Drug Court Teams to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

**A. CDCI Funded Drug Court Nonresidential Alcohol and Drug Treatment Services**

Contractor's basic CDCI funded nonresidential Drug Court services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, aftercare planning, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. DCP Trial Track services will be provided for the period October 1, 2002 through June 30, 2003. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002:

**A. DCP Trial Track Funded Nonresidential Alcohol and Drug Treatment Services:**

Contractor's basic Trial Track nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, aftercare planning, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services that may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

**III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of the Drug Court formal referral process as evidenced by the referral form which must be signed by an Alcohol and Drug Social Worker and the transferred ASI, or by a copy of the conditions of probation

that includes an order by the court to a specified treatment program or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.

- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If during the course of his/her care a Drug Court program participant needs to be transferred 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 Services Social Worker.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for CDCI funded treatment services.**
- B. **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for DCP Trial Track funded treatment services.**
- C. **From these funds County shall pay Contractor at the rate of \$39.00 per individual and group counseling hour for CDCI and DCP Trial Track funded nonresidential alcohol and drug treatment services.**

- D. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these Drug Court alcohol and drug treatment services, by funding source (CDCI or DCP Trial Track).**
- E. Contractor's monthly itemized bill will include:**
- 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source.**
  - 2. Dates services were provided, the number of individual counseling hours provided, broken down by program participant and funding source.**
  - 3. Number of group counseling hours provided each month, broken down by program participant and funding source.**
  - 4. Number of staff hours each month, by funding source.**
  - 5. Total amount of the bill for each month, for each funding source.**
  - 6. 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.**
  - 7. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.**

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: November 14, 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: Avalon Counseling Services (Lyn Scott)

DOES CONTRACTOR TRAVEL?  
Not as part of the contract.

DUTIES:  
Provide nonresidential alcohol and drug treatment services. Lyn Scott is the only "employee", all others are contractors.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$1m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Additional Insured <i>Premises Liab.</i>			<input checked="" type="checkbox"/>	
Automobile Liability			<input type="checkbox"/>	
Professional Liability	<u>\$5M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Workers' Compensation			<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/> No employees				

Remarks/Comments:

Signature: Priscilla Morse  
Risk Management

Insurance Request Form.doc



CALIFORNIA STATE INSURANCE CO. THIS IS A CLAIMS MADE POLICY PLEASE READ CAREFULLY

11/06/02 SOCIAL WORKER PROFESSIONAL LIABILITY POLICY

\*\*\* RENEWAL \*\*\*

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: SWL-3616195

ACCOUNT NO: CA-SCOLI37-0 01764255

ITEM 1. (a) NAME AND ADDRESS OF INSURED:

ITEM 1. (b) ADDITIONAL NAMED INSUREDS:

LYN SCOTT
137 EASY STREET
MOUNTAIN VIEW, CA 94043

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDITIONAL INSUREDS:

SAN MATEO COUNTY
400 HARBOR BOULEVARD
BELMONT, CA 94002

THE MONTEREY OFFICES
617 VETERANS BLVD.
SUITE 118
REDWOOD CITY, CA 94063

ITEM 3. POLICY PERIOD:

FROM: 10/01/02 TO: 10/01/03

12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY:

- (a) \$ 1,000,000 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE
(b) \$ 5,000,000 AGGREGATE
(c) \$ 50,000 DEFENSE REIMBURSEMENT

ITEM 5. PREMIUM SCHEDULE:

Table with 4 columns: CLASSIFICATION, NUMBER, RATE, ANNUAL PREMIUM. Rows include PROFESSIONALS, INDEPENDENT CONTRACTORS, DEFENSE LIMIT, ADDITIONAL INSUREDS, and LANDLORDS.

ITEM 6. RETROACTIVE DATE: 10/01/90

TOTAL PREMIUM: 492.00

ITEM 7. EXTENDED REPORTING PERIOD
ADDITIONAL PREMIUM (if exercised): \$ 492.00

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:

5932 (7/96) 65933 (7/96) 52133 (3/94)

THIS IS NOT A BILL. PREMIUM HAS BEEN PAID.

Handwritten signature and stamp: AUTHORIZED COMPANY REPRESENTATIVE

**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
EL CENTRO DE LIBERTAD  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and EL CENTRO DE LIBERTAD (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on October 22, 2002, 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, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

**CHANGE #1:** Amend Section 3.A. of the body of the Agreement to revise number 3, and to add number 4 as follows:

- 3) **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the contract term.**
  
- 4) **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the period October 1, 2002 through June 30, 2003.**

**CHANGE #2:** Delete Exhibit B and insert revised Exhibit B (Revision 1), attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of October 22, 2002 is 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 October 22, 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: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

EL CENTRO DE LIBERTAD

By: George Borg Executive Director  
Name, Title - please print

George Borg  
Signature

Date: 1-7-03

**EXHIBIT B (Revision 1 Fee-For-Service Agreement)**  
**Drug Court Treatment Services and Payments**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

I. **COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**  
CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

A. **CDCI Funded Drug Court Nonresidential Alcohol and Drug Treatment Services:**

Contractor's basic nonresidential 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 services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, aftercare planning, follow-up for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services that may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. DCP Trial Track services will be provided for the period October 1, 2002 through June 30, 2003. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002:

**A. DCP Trail Track Funded Nonresidential Alcohol and Drug Treatment Services:**

Contractor's basic Trial Track nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, aftercare planning, follow-up for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services that may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

**III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of the Drug Court formal referral process as evidenced by the referral form which must be signed by an Alcohol and Drug Social Worker and the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.

- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If during the course of his/her care a Drug Court program participant needs to be transferred 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 Services Social Worker.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for CDCI funded treatment services.**
- B. **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Trial Track funded treatment services.**
- C. **From these funds County shall pay Contractor at the rate of:**
  - 1. **\$42.00 per individual and group counseling hour for CDCI and DCP Trial Track funded nonresidential alcohol and drug treatment services.**
- D. **A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP Trial Track funded Drug Court alcohol and drug treatment services.**

- E. Contractor's monthly itemized bill will include the following:**
- 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source (CDCI or DCP Trial Track).**
  2. Dates services were provided, the number of individual counseling hours provided, broken down by program participant, and funding source.
  3. Number of group counseling hours provided each month, broken down by program participant, and funding source.
  4. Number of staff hours each month, and funding source.
  5. Total amount of the bill for each month, for each funding source.
  6. 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.
  7. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: May 23, 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: El Centro de Libertad (AKA: The Freedom Center)

DOES CONTRACTOR TRAVEL?

Yes

DUTIES:

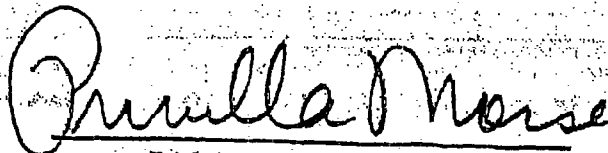
Provides nonresidential alcohol and drug treatment and prevention services to adults and adolescents in San Mateo County.

INSURANCE COVERAGE:

	Amount	Approve	Waive	Modify
Comprehensive Liability <input checked="" type="checkbox"/> Additional Insured	\$2M	<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	\$2M	<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:

Signature:



Risk Management

Inform wp



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED  
06/17/2003

PRODUCER (650)341-4484 FAX (650)341-4465  
Business Professional Ins. Assoc. Inc.  
1519 South B Street  
San Mateo, CA 94402

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 The Freedom Center  
1230 #A Hopkins Avenue  
Redwood City, CA 94062

INSURER A: NIAC  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**REVISED**

**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	2001-03306 NPO	05/15/2002	05/15/2003	EACH OCCURRENCE \$ 1,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10
	<input checked="" type="checkbox"/> Misc. Professional				PERSONAL & ADV INJURY \$ 1,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP.AGG \$ 2,000
A	AUTOMOBILE LIABILITY	2001-03306 NPO	05/15/2002	05/15/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	2002-03306-UMB-NPO	05/15/2002	05/15/2003	EACH OCCURRENCE \$ 2,000
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Directors & Officers	2002-03306D0	05/15/2002	05/15/2003	Limits of Liability \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Certificate Holder is named Additional Insured as respects to the insureds business operations at the following locations: 2944 Broadway, Redwood City, CA, 1230 #A Hopkins, Redwood City, CA 210 San Mateo Rd., Half Moon Bay, CA  
Additional Insured applies to General Liability policy only, per form CG 2026 11/85  
Ten day notice of cancellation for non-payment shall apply

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

San Mateo County Alcohol and Drug Program  
Attn: Jane Marks  
400 Harbor Blvd., Bldg B  
Belmont, CA 94002

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  
Peter Kelly/SANDEE

*Peter Kelly*

**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
FREE AT LAST  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and FREE AT LAST (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on October 22, 2002, 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, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

**CHANGE #1:** Amend Section 3.A. of the body of the Agreement to revise number 3, and to add number 4 as follows:

- 3) **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the contract term.**
- 4) **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the period October 1, 2002 through June 30, 2003.**

**CHANGE #2:** Delete Exhibit B and insert revised Exhibit B (Revision 1), attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of October 22, 2002 is 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 October 22, 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: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

FREE AT LAST

By: Deborah VARGAS Executive Director  
Name, Title - please print

Deborah Vargas  
Signature

Date: 1/6/03

**EXHIBIT B (Revision 1 Fee-For-Service)**  
**Drug Court Treatment Services and Payments**  
**FREE AT LAST**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

I. **COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**  
CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

- A. **Nonresidential Alcohol and Drug Treatment Service Description:**  
Contractor's basic nonresidential 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 services will include:
1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, aftercare planning, and follow-up with Probation/Parole as required.
  2. Individual and group counseling.
  3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

B. Residential Alcohol and Drug Treatment Service Description:  
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 services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, case management, aftercare planning, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

## II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. DCP Trial Track services will be provided for the period October 1, 2002 through June 30, 2003. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002:

A. Nonresidential Alcohol and Drug Treatment Service Description:  
Contractor's basic nonresidential 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 services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, aftercare planning, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

**B. Residential Alcohol and Drug Treatment Service Description:**  
 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 services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, case management, aftercare planning, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

### **III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by a member of the Alcohol and Drug Services Social Worker Team (in conjunction with the Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under

the direction of the participants supervising probation officer, with notification to Alcohol and Drug Services.

- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process as evident by the referral form (which must be signed by an Alcohol and Drug Social Worker), and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court 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 Team.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for CDCI funded treatment services; and**
- B. **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Trial Track funded treatment services.**
- C. **From these funds County shall pay Contractor at the rate of:**
  - 1. **\$35.00 per individual and group counseling hour for CDCI and DCP Trial Track funded nonresidential services;**

2. **\$69.00 per bed day provided, per individual served, for CDCI and DCP Trial Track funded residential services including food, shelter and other basic needs for women's residential services; and**
  3. **\$62.00 per bed day, per individual served, for CDCI and DCP Trial Track funded residential services including food, shelter and other basic needs for men's residential services.**
- D. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP Trial Track funded Drug Court alcohol and drug treatment services.**
- E. Contractor's monthly itemized bill will include:**
1. **Name of Drug Court program participant receiving services, name of the referring Drug Court team member, and funding source (CDCI or DCP Trial Track).**
  2. **Dates services were provided for Drug Court nonresidential, and residential alcohol and drug treatment services, broken down by program participant, and modality (either men's or women's residential or nonresidential), and indicating number of days or individual counseling hours provided, per program participant, and funding source.**
  3. **Total number of group counseling hours provided, broken down by individual served for nonresidential treatment services, by funding source.**
  4. **Total number of staff hours each month for nonresidential treatment services, by funding source.**
  5. **Total amount of the bill for each month, by funding source.**
  6. **Contractor will submit itemized bill and invoice 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.**
  6. **Nonresidential services will be billed by individual and group counseling hours provided, by funding source.**



COUNTY OF SAN MATEO  
Departmental Correspondence

Date: September 18, 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: Free At Last

DOES CONTRACTOR TRAVEL? Yes

DUTIES:

Provides alcohol and drug prevention and treatment services to adolescents and adults.

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

Remarks/Comments:

Signature:

Priscilla Morse  
Risk Management

Insurance Request Form.doc

Client#: 734

FREET

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
09/18/02

**PRODUCER**  
Arthur J. Gallagher & Co. Inc.  
Brokers of CA Ins: Lic.#0726293  
One Market Spear Twr Ste 200  
San Francisco, CA 94105

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.

**INSURER(S) AFFORDING COVERAGE**

**INSURED**  
Free At Last Community Recovery & Reha  
1796 Hway Road  
East Palo Alto, CA 94303

INSURER A: Travelers Insurance Company  
INSURER B: Phoenix Assurance  
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.

CLASSIFICATION	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD		LIMITS	
			EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)		
A	GENERAL LIABILITY	X880807X711402	09/01/02	09/01/03	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				FIRE DAMAGE (ANY ONE FIRE)	\$100,000
					MED EXP (ANY ONE PERSON)	\$5,000
					PERSONAL & ADJ INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY	8703034W98902	09/01/02	09/01/03	COMBINED SINGLE LIMIT (EA ACCIDENT)	\$1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY - EA ACC	\$
					AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ECF108140	07/01/02	07/01/03	<input checked="" type="checkbox"/> LWD STATU. TRBY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER					

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

County of San Mateo and its respective divisions, officers, agents and employees are included as Additional Insureds per attendant endorsement RE: Named-Insured programs, Operations & activities Date: Policy Term

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED/INSURER LETTER</b>	<b>CANCELLATION Ten Day Notice for Non-Payment of Premium</b>
San Mateo County Drug & Alcohol Services 400 Harbor Blvd., Bldg. B Belmont, CA 94002		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. SUCH NOTICE SHALL BE IN WRITING AND SHALL BE SENT TO THE INSURER, ITS AGENTS OR AUTHORIZED REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>Jim Lane</i>

POLICY NUMBER: X560807X711402

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON or  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

San Mateo County Drug & Alcohol  
Services  
400 Harbor Blvd., Bldg. B  
Belmont, CA 94002

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented to you.

County of San Mateo and its respective divisions, officers, agents and employees are included as Additional Insureds per attendant endorsement RE: Named-Insured programs, Operations & activities  
Date: Policy Term

**PRIMARY INSURANCE:**

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

AS RESPECTS LIABILITY, IT IS AGREED THAT ALL RIGHT OF SUBROGATION IS HEREBY WAIVED UNDER SUCH INSURANCE POLICY AS RESPECTS THE ADDITIONAL INSUREDS AS IDENTIFIED IN THIS ENDORSEMENT.

**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
THE LATINO COMMISSION  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and THE LATINO COMMISSION (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on October 22, 2002, 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, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

**CHANGE #1:** Amend Section 3.A. of the body of the Agreement to revise number 3, and to add number 4 as follows:

- 3) **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the contract term.**
  
- 4) **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the period October 1, 2002 through June 30, 2003.**

**CHANGE #2:** Delete Exhibit B and insert revised Exhibit B (Revision 1), attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of October 22, 2002 is 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 October 22, 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: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

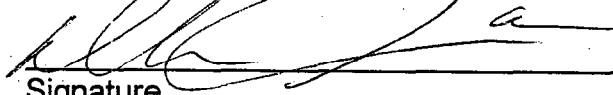
ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

THE LATINO COMMISSION

By: DEBRA CAMARILLO  
EXECUTIVE ADMINISTRATOR  
Name, Title - please print

  
\_\_\_\_\_  
Signature

Date: 12/30/02

**EXHIBIT B (Revision 1 Fee-For-Service)**  
**Drug Court Treatment Services and Payments**  
**THE LATINO COMMISSION**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. 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 will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

**A. Nonresidential Alcohol and Drug Treatment Services:**

Contractor's services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services that may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

**B. Residential Alcohol and Drug Treatment Services:**

Contractor's services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, follow-up at 3-months and 9-months after intake for each program participant,

relapse prevention, case management, aftercare planning, and follow-up with Probation/Parole as required.

2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services that may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/ mental health assessments to those program participants identified as having special needs.

## **II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. DCP Trial Track services will be provided for the period October 1, 2002 through June 30, 2003. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002:**

### **A. Nonresidential Alcohol and Drug Treatment Services:**

**Contractor's services will include:**

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services that may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

### **B. Residential Alcohol and Drug Treatment Services:**

**Contractor's services will include:**

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning,



**follow-up at 3-months and 9-months after intake for each program participant, relapse prevention, case management, aftercare planning, and follow-up with Probation/Parole as required.**

- 2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.**
- 3. Access to ancillary support services that may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/ mental health assessments to those program participants identified as having special needs.**

### **III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.**
- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.**
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court 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.**

- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of Drug Court 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:

- A. **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for CDCI funded treatment services; and**
- B. **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for DCP Trial Track funded treatment services.**
- C. **From these funds County shall pay Contractor at the rate of:**
  - 1. **\$35.00 per individual and group counseling hour for CDCI and DCP Trial Track funded nonresidential treatment services; and**
  - 2. **\$86.00 per bed day for CDCI and DCP Trial Track funded residential treatment services, including food, shelter and other basic needs.**
- D. **A separate billing and record keeping system will be kept by Contractor for those individuals receiving these alcohol and drug treatment services.**
  - 1. **Contractor's monthly itemized bill will include:**
    - a. **Name of program participant receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member, and funding source (CDCI or DCP Trial Track).**
    - b. **Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and funding source for nonresidential treatment services.**

- c. Number of group counseling hours provided, broken down by program participant, and funding source, for nonresidential treatment services.
- d. Number of staff hours provided each month, for each funding source, for nonresidential treatment services.
- e. Dates services were provided, broken down by program participant, and funding source, for residential treatment services.
- f. Total amount of the bill for each month, for each funding source.
- 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.
- h. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: October 8, 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: The Latino Commission

DOES CONTRACTOR TRAVEL? Yes

DUTIES:

Provide residential alcohol and drug treatment services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <u>  X  </u> Additional Insured	<u>  \$1M  </u>	<u>  ✓  </u>	<u>      </u>	<u>      </u>
Automobile Liability	<u>  \$1M  </u>	<u>  ✓  </u>	<u>      </u>	<u>      </u>
Professional Liability	<u>  \$1M  </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

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
10/02/2002

**PRODUCER**  
All-Cal Insurance Agency/916 784-9070  
420 Folsom Road, Suite #C  
ATTN: BEVERLY  
Roseville CA 95678-

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**  
Latino Commission on Alcohol & Drug Abuse Prevention  
301 GRAND AVENUE #301  
South San Francisco CA 94080-

INSURER A: Nonprofits Ins Alliance of CA  
INSURER B: STATE FUND WORKERS COMPENSATION  
INSURER C: FIDELITY & DEPOSIT COMPANY OF MARYLAND  
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	2002-04560	10/02/2002	10/02/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB.				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> IMPROPER SEXUAL CON.				GENERAL AGGREGATE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000 INPROPER SEXUAL CON. 250,000
A	AUTOMOBILE LIABILITY	2002-04560	10/02/2002	10/02/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	488-0000602-02	04/01/2002	04/01/2003	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input 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
C	OTHER	CCP005-3050-01	07/16/2002	07/16/2003	LIMITS 150,000
	EMPLOYEE DISHONESTY FORGERY/ALTERATION				DEDUCTIBLE 1,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
COUNTY OF SAN MATEO, ALCOHOL AND DRUGS, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED AS A FUNDING SOURCE AS REGARDS THE ACTIVITIES OF THE INSURED UNDER THIS AGREEMENT.

**CERTIFICATE HOLDER**  **ADDITIONAL INSURED; INSURER LETTER:**

COUNTY OF SAN MATEO ALCOHOL & DRUGS  
ATTN: JANE MARKS  
400 HARBOR BLVD. BLDG. C  
BELMONT CA 94002-

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY REGISTERED MAIL RETURN RECEIPT GUARANTEED.~~

AUTHORIZED REPRESENTATIVE  
*J. L. Espinoza*

INSURER: NON-PROFITS INSURANCE ALLIANCE

POLICY NUMBER: 2002-04560

POLICY TYPE: LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED--DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

DATES OF COVERAGE : 10/02/2002 THRU 10/02/2003

Name of person or organization: COUNTY OF SAN MATEO ALCOHOL & DRUG SERVICES

ADDITIONAL WORDING IF NECESSARY: THE COUNTY OF SAN MATEO, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED AS RESPECTS BEING A FUNDING SOURCE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance services Office, Inc. 1984

**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
PROJECT NINETY, INC.  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and PROJECT NINETY, INC. (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on October 22, 2002, 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, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

**CHANGE #1:** Amend Section 3.A. of the body of the Agreement to revise number 3, and to add number 4 as follows:

- 3) **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the contract term.**
  
- 4) **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the period October 1, 2002 through June 30, 2003.**

**CHANGE #2:** Delete Exhibit B and insert revised Exhibit B (Revision 1), attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of October 22, 2002 is 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 October 22, 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: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

PROJECT NINETY, INC.

By: JAMES H STANSBERRY, Exec Dir  
Name, Title - please print

James H Stansberry  
Signature

Date: 1-7-2003



**EXHIBIT B (Revision 1 Fee-For-Service Agreement)**  
**Drug Court Alcohol and Drug Treatment Services and Payments**  
**PROJECT NINETY, INC.**

**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court alcohol and drug treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's CDCI Drug Court 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 possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants", who are referred by San Mateo County Drug Court Teams to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team.

**A. Residential Alcohol and Drug Treatment Services:**

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

1. Intake, assessment (utilizing the Addiction Severity Index [ASI], ), food, shelter and other basic needs, treatment planning, follow-up at 3-months and 9-months after intake for each program participant, relapse prevention, case management, aftercare planning, follow-up for each program participant, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.

3. Access to ancillary support services that may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search, and medical/mental health assessments to those program participants identified as having special needs.

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. DCP Trial Track services will be provided for the period October 1, 2002 through June 30, 2003. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002:

**A. Residential Alcohol and Drug Treatment Services:**

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

1. Intake, assessment (utilizing the Addiction Severity Index [ASI], ), food, shelter and other basic needs, treatment planning, follow-up at 3-months and 9-months after intake for each program participant, relapse prevention, case management, aftercare planning, follow-up for each program participant, and follow-up with Probation/ Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services that may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search, and medical/mental health assessments to those program participants identified as having special needs.

**III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team), and by order of

the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.

- B. Reimbursements will not be approved for any program participant treated who was not part of the Drug Court formal referral process as evidenced by the referral form which must be signed by an Alcohol and Drug Social Worker and the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If during the course of his/her care a Drug Court program participant needs to be transferred 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 Services Social Worker.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for CDCI funded treatment services; and**

- B. SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for DCP Trial Track funded treatment services.**
- C. From these funds County shall pay Contractor at the rate of \$40.43 per bed day, per individual served, for services provided for CDCI and DCP Trial Track funded residential alcohol and drug treatment services, including food, shelter and other basic needs.**
- D. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP Trial Track funded Drug Court alcohol and drug treatment services.**
- E. Contractor's monthly itemized bill will include the following:**
  - 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source (CDCI or DCP Trial Track).**
  - 2. Dates services were provided for Drug Court alcohol and drug treatment services, broken down by program participant and funding source.**
  - 3. Total amount of the bill for each month, for each funding source.**
  - 4. Contractor will submit itemized bill and invoice 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.**

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: July 29, 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: Project Ninety, Inc.

DOES CONTRACTOR TRAVEL? Yes

DUTIES:

Provide residential alcohol and drug treatment services to male adults and adolescents

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				
Automobile Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excess Liability	\$5M	<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				

Remarks/Comments:

Signature:

*Priscilla Morse*

Risk Management

Insurance Request Form.doc

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/28/2002

PRODUCER (650)341-4484 FAX (650)341-4465  
Business Professional Ins. Assoc. Inc.  
1519 South B Street  
San Mateo, CA 94402  
Marge Riley

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 Project Ninety, Inc.  
% Carolyn Holochuck  
720 South B Street, #3  
San Mateo, CA 94401  
FAX 650 579 2640

INSURER A: NIAC  
INSURER B: State Compensation Ins. Fund  
INSURER C: Philadelphia % Cooper & McCloskey  
INSURER D: Royal Indemnity % Heath Ins. Brokers  
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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <b>Professional Liab</b>	2002-08509-NPO	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1,000, FIRE DAMAGE (Any one fire) \$ 100, MED EXP (Any one person) \$ 5, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PRODUCTS - COMP/OP AGG \$ 2,000,
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2002-08509-NPO	07/01/2002	07/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000, 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 \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	2002-08509-UMB-NPO	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 5,000, AGGREGATE \$ 5,000, \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1642242	07/01/2002	07/01/2003	WC STATUTORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$ 1,000, E.L. DISEASE - EA EMPLOYEE \$ 1,000, E.L. DISEASE - POLICY LIMIT \$ 1,000,
C	OTHER Building	2002-08509-NPO	07/01/2002	07/01/2003	\$134,000 Special Form \$500 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Certificate holder is named as additional insured in regards to insured's business operations.  
Additional Insured applies to General Liability policy only, per form CG 2026 1185.  
Ten [10] day notice of cancellation for non-payment of premium shall apply

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

County of San Mateo  
Alcohol and Drug Program  
400 Harbor Blvd.  
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  
Peter Kelly/FAR000

*Peter Kelly*

**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
PYRAMID ALTERNATIVES  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and PYRAMID ALTERNATIVES (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on October 22, 2002, 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, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

**CHANGE #1:** Amend Section 3.A. of the body of the Agreement to revise number 3 and to add number 4 as follows:

- 3) **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the contract term.**
  
- 4) **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the period October 1, 2002 through June 30, 2003.**

**CHANGE #2:** Delete Exhibit B and insert revised Exhibit B (Revision 1), attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of October 22, 2002 is 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 October 22, 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: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

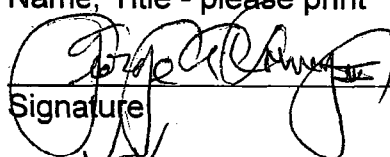
ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

PYRAMID ALTERNATIVES

By: GEORGE TORNEY EXECUTIVE DIRECTOR  
Name, Title - please print

  
Signature

Date: 1/3/03

2003 JAN - 6 P 4: 09  
HUMAN SERVICES AGENCY  
ALCOHOL & DRUG SERVICES



**EXHIBIT B (Revision 1 Fee-For-Service Agreement)**

**Drug Court Treatment Services and Payments**

**PYRAMID ALTERNATIVES**

**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will admit individuals referred by the San Mateo County Drug Court team, to these services.

**A. Nonresidential Alcohol and Drug Treatment Services:**

Contractor's basic nonresidential 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 services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services that may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. DCP Trial Track services will be provided for the period October 1, 2002 through June 30., 2003. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002.

**A. Nonresidential Alcohol and Drug Treatment Services:**

Contractor's basic nonresidential 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 services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services that may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

**III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.

- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court 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.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for CDCI funded treatment services; and**
- B. **SEVENTY-FIVE THOUSAND SIX HUNDRES SIXTY-FIVE DOLLARS (\$75,665) for DCP Trial Track funded treatment services.**
- C. **From these funds County shall pay Contractor at the rate of \$38.00 per individual and group counseling hour provided for CDCI and DCP Trial Track funded nonresidential treatment services.**

- D. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP Trial Track funded Drug Court treatment services.**
- E. Contractor's monthly itemized bill will include the following:**
- 1. Name of Drug Court program participant receiving services, the name of the referring Drug Court team member, and funding source (i.e., CDCI or DCP Trial Track).**
  - 2. Dates services were provided for Drug Court nonresidential alcohol and drug treatment services, broken down by program participant, and indicating number of individual counseling hours provided per program participant, and funding source.**
  - 3. Total number of group counseling hours provided each month, broken down by program participant, by funding source.**
  - 4. Total number of staff hours provided each month, by funding source.**
  - 5. Total amount of the bill for each month, by funding source.**
  - 6. Contractor will submit itemized bill and invoice 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.**
  - 7. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.**

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: January 7, 2003  
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:  
Provide nonresidential 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

Insurance Request Form.doc

# ACORD CERTIFICATE OF INSURANCE

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	FIRST NATIONAL INSURANCE CO OF AMERICA
COMPANY B	GENERAL INSURANCE CO OF AMERICA
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	<b>GENERAL LIABILITY</b> <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	CP7782136	12-30-02	12-30-03	GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/OP AGG \$ 3,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 300,000
					MED EXP (Any one person) \$ 10,000
A	<b>AUTOMOBILE LIABILITY</b> <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	CP7782136	12-30-02	12-30-03	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
A	<b>OTHER PROFESSIONAL LIABILITY</b>	LP7782136	12-30-02	12-30-03	\$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 CG2026 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

**DECLARATION**

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 *[Signature]*

COMMERCIAL GENERAL LIABILITY

Policy Number: CP7782136

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization: San Mateo County, Its Officers, Agents and Employees.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

1. The additional insured scheduled above includes the additional insured's officials, employees and volunteers.
2. This insurance shall be primary as respects the additional insured shown in the schedule above. Any other insurance maintained by the additional insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be cancelled except after thirty days (or ten days for non-payment of premium) written notice has been given to the additional insured scheduled above.

**FIRST 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 \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and SERVICE LEAGUE OF SAN MATEO COUNTY (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on October 22, 2002, 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, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

**CHANGE #1:** Amend Section 3.A. of the body of the Agreement to revise number 3, and to add number 4 as follows:

- 3) **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the contract term.**
  
- 4) **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the period October 1, 2002 through June 30, 2003.**

**CHANGE #2:** Delete Exhibit B and insert revised Exhibit B (Revision 1), attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of October 22, 2002 is 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 October 22, 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: \_\_\_\_\_  
Rose Jacobs Gibson, 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, EXEC. DIR  
Name, Title - please print

*Elizabeth K. Ghelta*  
Signature

Date: 1-2-03

**EXHIBIT B (Revision 1 Fee-For-Service Agreement)**  
**Drug Court Treatment Services and Payments**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's basic 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 possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants", referred by San Mateo County Drug Court Team(s) to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

**A. Residential Alcohol and Drug Treatment Service Description:**

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

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.

3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. DCP Trial Track services will be provided for the period October 1, 2002 through June 30, 2003. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002.**

**A. Women's Residential Alcohol and Drug Treatment Service**

**Description:**

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

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/ Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services that may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

**III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by a member of the Alcohol and Drug Services Social Worker Team (in conjunction with the Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services. 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 Drug Court 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 Team.
- C. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- D. All payments under this Agreement must directly support services specified in this Agreement.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of Contractor's performance of the Drug Court 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:

- A. **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for CDCI funded Drug Court services; and**

- B. SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for DCP Trial Track funded Drug Court services.**
- C. From these funds County shall pay Contractor at the rate of \$72.63 per bed day provided, per individual served, for CDCI and DCP Trial Track residential services, including food, shelter and other basic needs.**
- D. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP Trial Track funded Drug Court alcohol and drug treatment services.**
- E. Contractor's monthly itemized bill will include the following:**
- 1. Name of Drug Court program participant receiving services, name of the referring Drug Court team member, and funding source (i.e., CDCI or DCP Trial Track).**
  - 2. Dates services were provided for Drug Court residential alcohol and drug treatment services, broken down by program participant, and funding source.**
  - 3. Total amount of the bill for each month, by funding source.**
  - 4. 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.**

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: December 10, 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: Service League of San Mateo County

DOES CONTRACTOR TRAVEL?

Yes

DUTIES:

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

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

Signature: Priscilla Morse  
Risk Management

Insurance Request Form.doc

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/5/2002

PRODUCER  
Archbold & Father Ins.  
505 Rainsville Rd.  
Petaluma, CA. 94952  
707-769-8390 *800-696-8390*

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.

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

INSURERS AFFORDING COVERAGE		NAIC#
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	ADDF. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.	CP7750417K	11-14-02	11-14-03	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COM/PROP AGG \$1,000,000								
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA7750417K	11-14-02	11-14-03	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/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC/STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC/STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC/STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER <b>PROFESSIONAL LIABILITY</b>	LP7750417I	11-14-02	11-14-03	1,000,000/OCC. 2,000,000/AGG.								

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

**ADDITIONAL INSURED &**

**CERTIFICATE HOLDER**

COUNTY OF SAN MATEO  
ALCOHOL AND DRUG SERVICES  
400 HARBOR BLVD. BLDG. C  
BELMONT, CA. 94402

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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  
*James E. Archbold*

**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
SITIKE COUNSELING CENTER  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and SITIKE COUNSELING CENTER (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on October 22, 2002, 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, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

**CHANGE #1:** Amend Section 3.A. of the body of the Agreement to revise number 3, and to add number 4 as follows:

- 3) **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the contract term.**
  
- 4) **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the period October 1, 2002 through June 30, 2003.**

**CHANGE #2:** Delete Exhibit B and insert revised Exhibit B (Revision 1), attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of October 22, 2002 is 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 October 22, 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: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

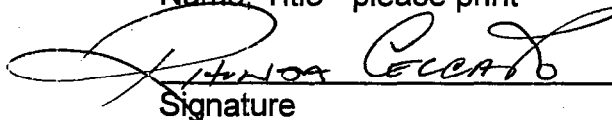
ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

SITIKE COUNSELING CENTER

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

  
Signature

Date: 1/2/03

HUMAN SERVICES AGENCY  
ALCOHOL & DRUG SERVICES  
2003 JAN - 6 P 4: 07

**EXHIBIT B (Revision 1 Fee-For-Service Agreement)**  
**Drug Court Treatment Services and Payments**  
**SITIKE COUNSELING CENTER**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's 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 possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

I. **COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**  
CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

- A. **CDCI Funded Drug Court Nonresidential Alcohol and Drug Treatment Services:**  
Contractor's basic nonresidential alcohol and drug treatment services will include:
1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
  2. Individual and group counseling.
  3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. DCP Trial Track services will be provided for the period October 1, 2002 through June 30, 2003. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002.

**A. Nonresidential Alcohol and Drug Treatment Services:**

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

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

**B. Women's Alcohol and Drug Day Treatment Services:**

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

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. Comprehensive non-residential and relapse prevention services to adult women via daily group counseling sessions and three (3) educational and process oriented classes, one individual counselling session per week, educational sessions, case management, family education, life skills training, discharge planning, and a range of ancillary services.

**III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court, or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court 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.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of the Drug Court 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:

- A. SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for CDCI funded treatment services; and**
- B. SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for DCP Trial Track funded treatment services.**
- 1. From these funds County shall pay Contractor at the rate of \$37.00 per individual and group counseling hour provided for CDCI and DCP Trial Track nonresidential treatment services; and**
  - 2. \$83.29 per visit day, per individual served, for DCP Trial Track women's alcohol and drug day treatment services.**
  - 3. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP Trial Track funded alcohol and drug treatment services, by modality.**
  - 4. Contractor's monthly itemized bill will include the following:**
    - a. Name of program participant receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member, and funding source (i.e., CDCI or DCP Trial Track).**
    - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and funding source for nonresidential treatment services.**
    - c. Number of group counseling hours provided, broken down by program participant, modality, and funding source for nonresidential treatment services.**
    - d. Number of staff hours each month, by modality, by funding source for nonresidential treatment services.**
    - e. Number of treatment visit days for DCP Trial Track women's day treatment services.**
    - f. Total amount of the bill for each month, for each modality, and funding source.**

- g. Contractor will submit itemized bill and invoice 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.**
- h. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.**

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: July 29, 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: Sitike Counseling Services

DOES CONTRACTOR TRAVEL?

Yes

DUTIES:

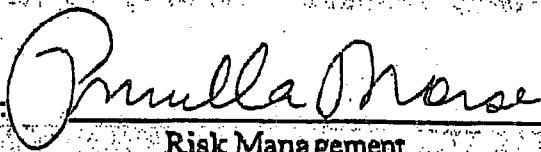
Provide nonresidential alcohol and drug treatment services to adults and pregnant/parenting women and their children.

INSURANCE COVERAGE:

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

  
Priscilla Morse

Risk Management

Insurance Request Form.doc

# ACORD CERTIFICATE OF LIABILITY INSURANCE

Producer (E10, 222-8643)  
**GALEN HAYES INSURANCE AGENCY**  
 3550 SAN PABLO DAM ROAD # C  
 EL 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

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

- Company A PHILADELPHIA INDEMNITY INSURANCE
- Company B STATE COMPENSATION INSURANCE FUND
- Company C PHILADELPHIA INDEMNITY INSURANCE
- Company D PHILADELPHIA INDEMNITY INSURANCE

### 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contractor's Protective <input checked="" type="checkbox"/> <b>PROF. LIAB</b>	PHPK024654	07/01/02	07/01/03	General Aggregate \$ 2,000.00 Products-Completed Ops Agg \$ 2,000.00 Personal & Advertising Injury \$ 1,000.00 Each Occurrence \$ 1,000.00 Fire Damage (any 1 fire) \$ 100.00 Medical Expense (any one person) \$ 5.00
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	PHPK024654	07/01/02	07/01/03	Combined Single Limit \$ 1,000.00 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> Any Auto				Auto Only - Each Accident \$ Other Than Auto Only \$ Each Accident \$ Aggregate \$
C	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form	PHUB009794	07/01/02	07/01/03	Each Occurrence \$ 1,000.00 Aggregate \$ 1,000.00
B	<b>WORKERS' COMPENSATION &amp; EMPLOYERS' LIABILITY</b> The Proprietor/Partners/Executive Officers are: <input type="checkbox"/> Incl <input type="checkbox"/> Excl	1702054-02	07/01/02	07/01/03	<input checked="" type="checkbox"/> Statutory Limit <input type="checkbox"/> Other EL Each Accident \$ 1,000.00 EL Disease-Policy Limit \$ 1,000.00 EL Disease-Ea Employee \$ 1,000.00
D A	<b>OTHER</b> D & O <b>PROPERTY</b>	PHSO031981 PHPK024654	07/01/02 07/01/02	07/01/03 07/01/03	\$1,000,000 \$50,000. \$500 DED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER ENDORSED AS ADDITIONAL INSURED, CG20261185 ATTACHED

### CERTIFICATE HOLDER

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 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 H. Hayes*



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED— CONTROLLING INTEREST**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

### **SCHEDULE**

**Name of Person or Organization:**

**SAN MATEO COUNTY ALCOHOL & DRUG PROGRAM**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
WALDEN HOUSE, INC.  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and WALDEN HOUSE, INC. (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on October 22, 2002, 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, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

**CHANGE #1:** Amend Section 3.A. of the body of the Agreement to revise number 3, and to add number 4 as follows:

- 3) **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the contract term.**
  
- 4) **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the period October 1, 2002 through June 30, 2003.**

**CHANGE #2:** Delete Exhibit B and insert revised Exhibit B (Revision 1), attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of October 22, 2002 is 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 October 22, 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: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

ATTEST:

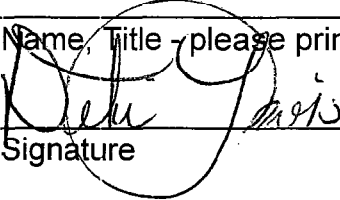
\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

WALDEN HOUSE, INC.

By: DEBI LOWIS V/P Administration

\_\_\_\_\_  
Name, Title - please print

  
\_\_\_\_\_  
Signature

Date: 1-13-03

**EXHIBIT B (Revision 1 Fee-For-Service Agreement)**

**Drug Court Treatment Services and Payments**

**WALDEN HOUSE, INC.**

**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. 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 will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participant", who are referred by San Mateo County Drug Court Team(s), to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT  
FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

**A. Residential Alcohol and Drug Treatment Services**

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

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.

3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

## **II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. DCP Trial Track services will be provided for the period October 1, 2002 through June 30, 2003. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002.

### **A. Residential Alcohol and Drug Treatment Services**

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

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

## **III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.

- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court 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.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for CDCI funded treatment services; and**
- B. **SEVENTY-FIVE THOUAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for DCP Trial Track funded treatment services.**

1. **From these funds County shall pay Contractor at the rate of \$75.41 per bed day provided, per individual served, for CDCI and DCP Trial Track funded residential treatment services including food, shelter and other basic needs.**
2. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these alcohol and drug treatment services.
3. **Contractor's monthly itemized bill will include the following:**
  - a. **Name of program participant receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member, and funding source (i.e., CDCI or DCP Trial Track).**
  - b. Dates services were provided, broken down by program participant, and funding source, for residential treatment services.
  - c. Total amount of the bill for each month, for each funding source.
  - d. Contractor will submit itemized bill and invoice 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.

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: July 23, 2002

TO: Friscilla 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:  
Provide residential alcohol and drug treatment services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$3M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Additional Insured				
Automobile Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$3M</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:

Walden House, Inc. 7-25-02  
Risk Management

Insform.wp



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

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

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**

INSURER A: **Westport Insurance Corporation**  
 INSURER B: **State Workers Comp. Fund**  
 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	TC32592611	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Abuse \$1M/\$2M				GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY	TC32592611	07/01/2002	07/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
<input checked="" type="checkbox"/> Compreh. \$1000 Ded					
<input checked="" type="checkbox"/> Collision \$1000 Ded					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	TC32592611	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1642598	08/15/2001	08/15/2002	WC STATUTORY LIMITS
					OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Blanket Real Property and Pers.Prop/Equip	TC32592611	07/01/2002	07/01/2003	\$20,869,571
			**473-80-70	11/01/2001	11/01/2002

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

Certificate Holder is named as Additional Insured.  
 Re: 815 Buena Vista West, San Francisco, CA 94117, 1885 Mission Street, San Francisco, CA 94103 & 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

2002 JUL 22 P 3:19  
 County of San Mateo Alcohol And Drug Ser.  
 400 Harbor Blvd., Belmont, CA 94002  
 HUMAN SERVICES AGENCY

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

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**FIRST 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 \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and the WOMEN'S RECOVERY ASSOCIATION. (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on October 22, 2002, 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, it is now the mutual desire and intent of the parties hereto to amend and clarify that Agreement:

**CHANGE #1:** Amend Section 3.A. of the body of the Agreement to revise number 3, and to add number 4 as follows:

- 3) **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the contract term.**
  
- 4) **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the period October 1, 2002 through June 30, 2003.**

**CHANGE #2:** Delete Exhibit B and insert revised Exhibit B (Revision 1), attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of October 22, 2002 is 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 October 22, 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: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

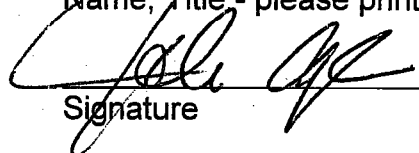
ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

WOMEN'S RECOVERY ASSOCIATION

By: Jolie A. Bou  
Name, Title - please print

  
Signature

Date: 1-6-03

**EXHIBIT B (Revision 1 Fee-For-Service Agreement)**  
**Drug Court Alcohol and Drug Treatment Services**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's basic 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 possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants", who are referred by San Mateo County Drug Court Team(s), to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

**A. Nonresidential Alcohol and Drug Treatment Services**

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

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

**B. Women's Residential Alcohol and Drug Treatment Services**  
Contractor's basic women's residential alcohol and drug treatment services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, urine screening, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. DCP Trial Track services will be provided for the period October 1, 2002 through June 30, 2003. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002.**

**A. Nonresidential Alcohol and Drug Treatment Services**  
Contractor's basic nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.

2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

**B. Women's Residential Alcohol and Drug Treatment Services**

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

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, urine screening, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

**III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.

- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court 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.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of the Drug Court funded alcohol and drug treatment services, 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:

- A. **SIXTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$60,177) for CDCI funded treatment services; and**
- B. **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$75,665) for DCP Trial Track funded treatment services.**
  - 1. **From these funds County shall pay Contractor at the rate of:**
    - a. **\$35.00 per individual and group counseling hour provided for CCDI and DCP Trial Track funded nonresidential treatment services; and**



- b. \$60.00 per bed day provided, per individual served, for CDCI and DCP Trial Track funded residential treatment services including food, shelter and other basic needs.**
- 2. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these alcohol and drug treatment services.
- 3. **Contractor's monthly itemized bill will include:**
  - a. **Name of program participant receiving Drug Court funded alcohol and drug treatment services, the name of the referring Drug Court team member, and funding (i.e., CDCI or DCP Trial Track).**
  - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and funding source, for nonresidential treatment services.
  - c. Number of group counseling hours provided, broken down by program participant, and funding source, for nonresidential treatment services.
  - d. Number of staff hours each month for nonresidential treatment services.
  - e. Number of bed days provided for residential treatment services.
  - f. Dates services were provided, broken down by program participant, by modality.
  - g. Total amount of the bill for each month, by modality, by funding source.
  - h. Contractor will submit itemized bill and invoice 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.

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

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.

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	\$5M	<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:

Signature:

*Priscilla Morse*

Risk Management

Inform wp

# AGENTS CERTIFICATE OF INSURANCE

PRODUCER Searcy Insurance Center, Inc.  
P O Box 471

Visalia CA 93279-0471  
(559) 625-3591  
(559) 625-3593 FAX

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 BELONGING TO THE

### COMPANIES AFFORDING COVERAGE

- COMPANY A Philadelphia Indemnity Insurance
- COMPANY B
- COMPANY C
- COMPANY D

INSURED  
WRA Of San Mateo County, Inc.  
1450 Chapin, 1st Floor  
  
Burlingame CA 94010  
(415) 348-6603

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 THE 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	PHPK020110	02/24/02	02/24/03	GENERAL AGGREGATE \$3,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> Prof Liab				FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	PHPK020110	02/24/02	02/24/03	COMBINED SINGLE LIMIT \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY		01/01/01	01/01/01	EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	STATUTORY LIMITS
	<input type="checkbox"/> THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
A	OTHER	PHPK020110	02/24/02	02/24/03	\$50,000 \$685,000
	Bond Fire				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
The County of San Mateo, its officers, agents, and employees are named as additional insureds.

County Of San Mateo, Alcohol & Drug Services  
Attn Jane Marks  
400 Harbor Blvd. Building B  
Belmont CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, NAMED TO THE L BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*[Signature]*